

# Rules and Regulations

## West Elk Townhouses

APPROVED BY THE WEST ELK BOARD MARCH 21, 2019

*West Elk Homeowners Association P.O. Box 5013 Crested Butte, Colorado 81224*

The following Rules and Regulations apply to *all* residents, whether they are **OWNERS** of the condominium units, **GUESTS** of owners, or **TENANTS** of condominium units:

### **GENERAL RULES:**

1. Tenants are not allowed to have dogs on West Elk property (EXCEPT service assistance dogs as per Federal Regulations/ADA). Owners are allowed to have dogs on the West Elk property.
2. Owners who rent their units on a long term basis must have tenants sign that they have received the Rules and Regulations and the tenants must also complete a registration with the Homeowner's Association. A form to satisfy both these requirements can be downloaded from [www.WestElkCB.com](http://www.WestElkCB.com) and can be completed either by the owner or the owner's agent.
3. Balconies, stairs and balcony railings must remain clear of all items except neatly stacked firewood (no more than a quarter cord), appropriate balcony furniture, flower/plants, and a gas (not charcoal) grill to be operated only by the Owner. Recreational equipment must be stored inside the unit or garage. Balconies must be kept in a neat and clean manner - clear of rubbish, equipment, clothes, laundry, sheets, blankets, ash trays or ash buckets, etc. If at any time, the appearance of a unit's deck is deemed unacceptable per the Property Management Company or the West Elk Condominium Board, the Owner or Tenant of the unit with the offending deck will be contacted and an appropriate solution will be found. Charcoal grills, smokers, etc. are not allowed on the balcony for use or storage.
4. General common element areas must remain clear of personal property. General common element areas are, but not limited to: the parking lot, common area stairwells and landings, the perimeter of the buildings, and the hot tub area. The Board of Directors has authorized the Property Management Company to discard personal property in the above stated common areas. Additionally, the Board of Directors has authorized the Property Management Company to FINE the Owners of the offending units under this rule. For EACH item of garbage or personal property that the Property Management Company discards, the Owner of the unit will be fined \$50.00. Garbage or items that the Property Management Company reasonably believes to be garbage shall be discarded with no notice under this rule.
5. Each Owner and the occupants of a unit shall maintain or cause to be maintained the entire unit, including all items inside and outside of the unit in a safe and functioning condition and repair, and all of the fixtures therein.
6. A working copy of the front door entry key(s) are to be sent to the Property Management Company within 24 hours of changing the lock or at the request of the Property Management Company. A \$100.00 per day FINE will be imposed if the Property Management Company does not have a working copy of the unit key 24 hours after discovery and informing the Owner.
7. Excessive noise after 10 p.m. or before 8 a.m. is expressly prohibited. Such noise includes, but is not limited to, music, outdoor conversation, indoor conversation, television sound, pets, automobile horns, and engines noises. Similar Town ordinances apply to excessive noise. The Police will be called if necessary.

8. Use of the general or limited common elements will be made in such a manner as to respect the rights and privileges of the other Owners.
9. No signs, advertisements, or notices shall be allowed, exhibited or fixed on any part of the outside or inside of the building by any Owner, Guests, or Tenants other than signs approved by the Board of Directors or by local or Federal laws. Political signs\* are allowed per Federal Laws.
10. For safety reasons, only propane /gas cooking grills where the flame is more than 20" from the deck floor are permitted to be used on decks. Only owners may use gas cooking grills on the balconies. If safely used charcoal grills can be used if front of the garage or asphalt in front of the garage only, and only by the owner of the unit. A fire extinguisher shall be located in front of the garage or near the charcoal grill at all times. All charcoal coals should be placed in a fireplace ash bucket and properly disposed of prior to storing the grill. Maintenance is the responsibility of each owner; careful attention must be paid to the grease trap to avoid attracting wildlife. While grilling care must be used to avoid any nuisance to fellow occupants.
11. In the event of any situation causing damage to a neighboring unit or association common element, the Property Management Company must be notified immediately in order that it may attest to proper mitigation of the affected property.
12. If a unit has window treatments, then all windows must be covered with appropriate window treatments which include: blinds, interior shutters, drapes, cellular shades, custom or manufactured curtains and sheers and must be in good working condition. Inappropriate window treatments include, but are not limited to flags, blankets, sheets, and appropriate items that are not in good working condition.
13. Owners must provide proof of liability and content insurance for the interior space of their unit to the Homeowner's Association, through the Property Management Company agent, annually or more frequently as changes in coverage are made to the homeowner's policy.
14. All units are required to have smoke and carbon monoxide detectors installed per Colorado House Bill 1091 – whether or not you are selling or renting your unit. All carbon monoxide and smoke detectors have to be replaced at least once every 5 years, or as recommended by the manufacturer.
15. All units, at the owner's direct expense, are required to have a fire extinguisher and to provide proof of annual recertification to the HOA manager.
16. Owners may display American Flags, no larger than 6 sq. ft., in windows and on decks if the display complies with the Federal Flag Code, 4 U.S.C. 4 to 10. Owners may also display Service Stars in on their unit's window. Political Signs\* 6 square feet or less may be displayed in unit windows not more than 30 days prior to election and must be removed no later than 3 days after election.
17. Owners are responsible for the removal of ice buildup in front of their garage and snow and ice on the unit stairway. The Property Management Company agent will attempt to remove ice buildup in front of unit garages exceeding 6" if space, time, and the budget allow for such action. Owners may individually hire the Property Management Company agent or other 3<sup>rd</sup> party agents to remove ice buildup.

## **PARKING:**

1. All authorized vehicles (not Owners' vehicles) must be properly permitted by the Property Management Company prior to parking in the parking area. Permits must be appropriately displayed for easy viewing. Usual display of the permit is attachment to the inside rear view mirror.
2. No more than two passenger vehicles of any kind shall be allowed on West Elk Condominium property for each residential unit and at least one of the Owners', Tenants', or Guests' vehicles should be parked inside the unit's garage. No motor vehicles shall remain parked upon the property unless the same is in good working condition and used for actual transportation at least once per week. No commercial vehicles are allowed on the West Elk Condominium property except those for business purposes only. No storage of any type of vehicle is allowed on West Elk Condominium property. Any Owner not in compliance with the Rules and Regulations will be fined and the vehicle towed at the offending Owner's expense.
3. Designated parking areas are the only areas in which parking is permitted. Parking in non-designated areas may subject the offending vehicle to towing and all charges and fees associated with tagging and towing.
4. The Board of Directors has authorized the Property Management Company to remove, without notice, vehicles that are illegally parked. Towing charges and/or fees will be at the offending vehicles owner's expense.
5. Due to minimal parking available, no recreational equipment such as, but not limited to, open or covered trailers, snowmobiles, off road motorcycles, etc. shall be parked, stored, or maintained by any Owner, Guest, or Tenant upon the common area of West Elk Condominium property. Recreational equipment is subject to removal by the Property Management Company at equipment owner's expense.
6. Per Colorado Law: The exception to the parking rules are emergency vehicles meeting the following criteria: a) Any Owner required by his or her employer to have an emergency vehicle at his or her residence during designated times AND b) the vehicle weights 10,000 pounds or less; c) the Owner is a member of a volunteer fire department or an emergency service provider;\*\* d) the vehicle has an official emblem or visible markings of an emergency service provider; and e) parking the vehicle will not obstruct emergency access or interfere with the reasonable needs of the other residents who use the driveways for parking.

## **CONDOMINIUM RENOVATIONS:**

1. No Owner may install any plumbing, electrical wiring or air conditioning/heating equipment without the express written approval from the Property Management Company and/or Board of Directors.
2. Before *any* construction is to begin the Owner or their agent is required to send a written letter to the Property Management Company, specifying in detail the extent of the project with a beginning date as well as an ending date of the project. Construction can only begin *after* the Owner receives written and signed permission from the Property Management Company and/or Board of Directors. Construction request letters can be mailed to: West Elk Property Manager, P.O. Box 5013, Crested Butte, Colorado 81224.
3. Owner, and/or their agent, agrees that any and all construction within their unit will be completed within a six month time period, unless written permission to continue construction past the six month period is granted through the Property Management Company.

4. Any plumbing, electrical, or structural modifications within a unit is required to have all necessary building permits (as per local building codes), engineer reports, and any necessary inspections completed in a timely and legal manner.
5. All construction contractors and all subcontractors are required to have liability insurance *and* a Declaration of Independent Contractor Status Form (also known as, Worker's Comp Form). Proof of current liability insurance and the Worker's Comp Form is to be completed and included with the construction request letter.
6. No Owner or Tenant is to perform any maintenance and/or construction on any West Elk Condominium property common areas, nor use any part of the common area for personal construction work, or use any common area electrical power unless agreed to by the Property Management Company.
7. If performing construction, the Owner is required to supply a construction dumpster at the Owner's expense. Such dumpster shall be covered at all times. Any trash that overflows from the dumpster is the responsibility of the Owner. If any trash outside the dumpster is not disposed of properly the Property Management Company will remove the trash at the Owner's expense. All dumpsters are to have the Owner's unit number and direct contact phone number located on or near the dumpster. If the Owner does not furnish their own dumpster, then all construction debris has to be removed immediately from the West Elk Condominium property by the Owner, and/or their agent, at the Owner's expense.
8. Absolutely no construction debris is to be placed in the West Elk Condominium property common dumpster. Waste Management will charge a hefty fine for any construction material found in the common dumpster. *Please help keep your HOA dues down by not disposing of any construction material in the West Elk Condominium property common dumpster.*
9. No construction materials, tools, or debris is to be stored or placed in West Elk Condominium property common areas (i.e. parking lots, etc.)
10. If water and/or power needs to be shut off in one or more units besides the unit under construction, a 3 working day (72 hours – Monday-Friday) notice is needed, and any compensation is at the option of the Owners who are affected.
11. At the request of the Board of Directors and/or their agent, the Owner will grant access to the construction project within 24 hours of the Boards and/or agents request.
12. Renovations, which emit noises or odors, shall be restricted to performing the work between 8:00 AM and 7:00 PM daily. Reasonable work ethics shall be followed at all times during the renovation. Town rules supersede this rule if the times of construction start later and end earlier.

#### **UTILITIES:**

1. No Owner shall allow the ambient temperature in such Owner's unit to fall below 50 degrees Fahrenheit.
2. Electric service shall be maintained to each unit between September 15th and May 15th.
3. In order to prevent sewer gas from accumulating, each Owner shall at all times maintain water and/or sewer service to such Owner's unit, filling the p-traps and toilets at least once per month.

4. For each day, or part thereof, that violate this section, the Board of Directors may, after notice and an opportunity to be heard, levy a fine of \$100.00 per day.

Each Owner, Guest, and Tenant shall comply with and abide by all Rules and Regulations set forth above and as the same may be amended or adopted by the Board of Directors from time to time. Non-compliance after 11/15/2011 with the Rules and Regulations may result in a fine of up to \$100.00 per day.

The above Rules and Regulations shall in no way amend or alter the Articles of Incorporation, Condominium Declarations, or Bylaws of the Association, but only be supplemental thereto.

#### **FINES:**

Per Colorado Law: Before any such fine is imposed, the Board of Directors, through the Property Management Company, shall give written notice of a hearing before a committee consisting of not less than one member of the Board of Directors, to be held within seven (7) days from the date of such notice. A representative of the Property Management Company shall sit on and participate in the hearing, but shall not have a vote in the disposition of alleged violation. The notice shall be deemed properly given when mailed, postage prepaid, to the Owner's last known address. The notice shall describe the alleged violation(s) enumerated, the proposed fine, the date and time of the hearing, the place of the hearing (including the possibility of having the hearing by telephonic means).

The Owner so notified may be present and shall have an opportunity to be heard at said hearing or may have a designated person as his representative at said hearing. If the notice is to be by telephonic means, the Owner or its representative must supply to the Property Management Company a telephone number where said person may be reached no later than 72 hours before the time of said hearing. Appeal from any decision of the Board of Directors by the Owner shall be to the Gunnison County Court or District Court of the State of Colorado depending on the amount of the fine and the jurisdictional requirements of each Court.

Any fines, charges, or penalties imposed by the Board of Directors shall be and constitute an assessment against the unit and the Association shall have a lien and all legal rights and remedies therefore.

\* "Political Signs" A sign that carries a message intended to influence the outcome of an election, including supporting or opposing the election of a candidate, the recall of a public official, or the passage of a ballot issue."

\*\* " Emergency Service Provider" The statute defines as "a primary provider of emergency fire fighting, law enforcement, ambulance, emergency medical, or other emergency services."