

**DILLON BAY IN CORINTHIAN HILL CONDOMINIUM ASSOCIATION RULES AND REGULATIONS AS AMENDED AUGUST 9, 2018**

**Authority:** Pursuant to the authority granted by the Colorado Common Interest Ownership Act, the Dillon Bay in Corinthian Hill Condominium Association Articles of Incorporation, the Bylaws, Responsible Governing Policies and Procedures and the by the Declaration of Covenants, together with any amendments which are in full force and effect as of August 17, 2012, the Executive Board of Directors (Board) of the Dillon Bay in Corinthian Hill Condominium Association (HOA) hereby enact the following Rules and Regulations and policies for enforcement thereof. These Rules and Regulations shall replace all existing rules and regulations, as of August 17, 2012. If any provision herein conflicts with the contents of the Declaration, the Declaration takes precedence.

**Purpose:** These Rules and Regulations apply to all owners, guests, and renters of Dillon Bay Condominiums. The Board of Directors requires enforcement of these rules by the Property Manager. Your cooperation will ensure that Dillon Bay continues to be a very pleasant place to visit and live.

ALL OWNERS AND NON-OWNER OCCUPANTS, GUESTS, RENTERS, AND EMPLOYEES SHALL COMPLY WITH THESE RULES AND REGULATIONS, AS WELL AS THE COVENANTS AND RESTRICTIONS OF THE DECLARATION.

A FULL COPY OF THE RULES MUST BE MADE AVAILABLE, IN READILY ACCESSIBLE LOCATION TO EACH AND EVERY CONDOMINIUM UNIT OCCUPANT.

**I. USE OF UNITS**

- a. KEYS will not be provided to guests, tenants, or renters by the Property Manager without prior arrangement and proper identification.
- b. NOISE: Occupants shall keep volume of voices, electronic equipment, and musical instruments emanating from units, patios, common walkways, balconies, garages, or vehicles in the parking lot at a low, reasonable level at all times, and especially during quiet hours.
- c. QUIET HOURS: 10:00 p.m. to 7:00 a.m. Do not use dishwashers or disposals during these hours.
- d. DISHWASHERS: must not be left unattended while in operation.
- e. WASTE MATERIALS:
  - i. Use garbage disposal for normal waste only, not for grease, rice, spaghetti, bones, coffee grounds, fibrous or noxious materials.
  - ii. Do not dispose of bulky materials through the plumbing system; e.g. paper towels, tissues, sanitary napkins, rice, and spaghetti.
  - iii. A trash dumpster and an ash container are located between the 2<sup>nd</sup> and 3<sup>rd</sup> garages at the middle of the complex. Place ashes in the ash container only, not on patios, in hallways, or in dumpster. Place trash in dumpster, not on ground close to dumpster.

- f. WOOD BURNING FIREPLACES shall not be left unattended while fire is still burning or smoldering.
- g. FLAMMABLE LIQUIDS shall not be used for starting fires. These liquids shall not be kept or stored in any unit and, if found, will be confiscated by Property Manager and a penalty fine will be assessed to the owner of the unit.
- h. SMOKE ALARMS and CARBON MONOXIDE DETECTORS must be installed and operational at all times.
- i. ELECTRIC BASEBOARD HEAT must be kept at minimum of "II" setting, or thermostats at a minimum of 55°, from November 1<sup>st</sup> through April 15<sup>th</sup>.
- j. NO FIREWORKS are allowed in or around any of the buildings, courts, or garages. None may be ignited, launched, or fired from decks, patios, balconies, lawns, parking areas, behind garages, or beyond the front fence.
- k. BALCONIES and PATIOS:
  - i. Charcoal grills are strictly prohibited.
  - ii. Propane gas grills must have covers and a fireproof surface underneath the grill.
  - iii. Balconies and patios must be kept neat. Non retractable clotheslines are not permitted. No indoor/outdoor carpeting, bricks, or any other floor covering may be used over the concrete surface or patios unless it can be easily removed for maintenance or repair. Brown toned carpeting may be used on balconies, provided that it can be easily removed for maintenance or repair. The Condominium Association shall not be liable for damage to carpet removed for work. No floor covering which retains moisture may be installed on a balcony.
  - iv. Only patio furniture, one propane gas grill, flowers, and hummingbird feeders are allowed on balconies and patios.
  - v. No "For Sale" or "For Rent/Lease" signs may be displayed from a balcony, patio, any window, or the building itself.
  - vi. Firewood may be stored on patios or balconies November 1<sup>st</sup> through April 30<sup>th</sup>. Between May 1<sup>st</sup> and October 31<sup>st</sup> firewood must be removed from patios and balconies but may be stored in the storage closets.
- l. OUTSIDE DOOR to the hallways leading to doors of units must be kept closed and locked at all times. Doors to units themselves shall be closed at all times except for ingress and egress.
- m. SATELITE DISH: Before a dish is installed outside any unit, owner must obtain and follow rules for doing so from the property management company. Please obtain rules from Wilderrest Property Management, your association management company, 970-468-6291.

## **II. PETS**

- a. ONLY AN OWNER MAY KEEP A DOG, CAT, OR OTHER CUSTOMARY HOUSEHOLD PET ON THE PROPERTY, NOT TO EXCEED ONE PER CONDOMINIUM UNIT. No pet may be kept which abnormally interferes with rights, comfort, or convenience of other owners. Each day or fraction thereof, that this rule is violated, shall be a separate violation and subject the owner of the unit to penalty fine assessments.
- b. Owners, not the Property Manager, shall clean up any "messes" caused by their pets.

- c. If any pet causes a disturbance by noise or by actions, as determined solely by the Property Manager or any member of the Dillon Bay Board of Directors, it must be abated immediately.
- d. Common entryways or any common area may not be used to keep, house, feed, or water pets.
- e. On levels 2 and 3, pets shall be kept inside units or on balconies. On level 1, pets shall be kept inside or on patio.
- f. Pets outside units shall be secured in vehicles, or by leash, rope, or chain not more than 10 feet in length. The leash, rope, or chain must be held by a person over 12 years of age who can fully control actions of the pet at all times. On level one patios, pets must be secured within the patio area. At no time may any pet be secured to any other areas of common or garage areas.

### **III. PARKING LOT**

- a. Each unit has use of one outside parking space. Vehicles must be parked within that space only. Each unit has one garage space which is restricted to use for access or as a parking space for vehicles only.
- b. Use of common electric outlets from garages or otherwise by operators of motor homes or recreational vehicles is prohibited.
- c. RVs may be parked in the parking lot during a 48-hour period for loading and unloading purposes only and must properly fit in one parking space. Sleeping in the parking lot is prohibited.
- d. All vehicles left for more than 72 hours shall be deemed abandoned and may be towed at owner's expense.
- e. No boat, off-road vehicle or trailer (with or without boats, snowmobiles, all-terrain vehicles or anything else on them) shall be parked in the parking lot for more than 24 hours. After 24 hours, they may be towed at owner's expense.
- f. No vehicle shall be parked in such a manner as to prevent other vehicles or fire equipment from entering parking area.
- g. Occupants must be prepared to move any vehicle as early as 8:00 a.m. for snow removal. Vehicles hampering snow removal will be towed at owner's expense.
- h. All users of parking lot must obey any signs posted at certain parking spaces. Signs may be placed by the Property Manager or by any member of the Dillon Bay Board of Directors.
- i. Parking lot is not to be used for repairing vehicles. Changing oil is specifically not permitted.
- j. All vehicles on the property must have and display current valid license plates, current registration and proof of insurance.

### **IV. GARAGES**

- a. Garage spaces and storage closets are common areas assigned to each owner. This assigned area is for use of the owner or owner's tenants or guests, only.
- b. Only owners, or tenant or guests of owners may store a vehicle, snowmobile, or small boat in their assigned garage space, complying with the following guidelines:

- i. Owner must notify Property Manager of intent to store a vehicle, snowmobile, or small boat more than 30 days; notification must include the period of time it will be stored. Failure to do so means the item is abandoned.
  - ii. Stored vehicles must be in good running condition, have seats, no leaking fluids or strong smells, broken glass, or flat tires. They must fit in the garage space so that the door can be entirely closed.
  - iii. Stored vehicles must be properly registered and have current license plate. Stored small boats or snowmobiles must be on a trailer with current license plate.
  - iv. If owner or long-term tenant intends to store vehicles beyond 30 days, the Property Manager must be given the ignition key properly tagged with owner's name, unit number, vehicle type, and license plate number.
- c. Garage space is not to be used for storage of anything other than a vehicle, off-road vehicle, snowmobile, small boat on a trailer and certain watercraft. No working materials, building materials, junk boxes, furniture, tools, antiques (precious or otherwise) or anything else may be stored.
- Watercraft may be stored in the garage bays as long as;
- i. the watercraft is hung from the rafters,
  - ii. the weight of the watercraft(s) and contents does not exceed 100 lbs, per garage space,
  - iii. there is no portion of the watercraft outside of the unit's designated garage space,
  - iv. a car can be parked in the unit's designated garage space.
- Storage is allowed in storage closets if the following guidelines are met:
- i. Except for firewood, NO combustible or corrosive fluids or materials, (petroleum products, vehicle batteries, acids, or poisons) may be stored.
  - ii. Owner is responsible for security of storage closet. Neither Condominium Association nor Property Manager shall be responsible for missing items.
- d. Unauthorized use of another owner's garage space is not only a violation of these rules, but will be considered trespassing.
  - e. Garage doors shall be kept closed so as to keep debris and snow out and keep garages looking attractive.
  - f. Occupant(s) of each unit shall keep their garage space neat and clean.
  - g. Garage spaces may not be used to repair motor vehicles, perform tune-ups, change oil or perform other automotive work.
  - h. Garage space may not be used as workspace by anyone, including hobbies.
  - i. All vehicles on property must have and display current valid license plates.
  - j. Long-term (more than 30 days) tenants may use only the one garage space that is legally assigned as part of the condominium unit, which they are leasing.

**V. DRIVEWAYS, WALKWAYS, HALLWAYS, and STAIRWELLS**

- a. Shall not be obstructed in any way or used for any purpose other than entering or departing from the unit.

**VI. COMMON AREAS**

- a. Any damage to common areas or common personal property (including garages) caused by owner, tenant, or guests of owner shall be repaired or replaced by owner; or it shall be done by Property Manager and charged to owner after notice and an opportunity to be heard is given. A penalty may also be assessed. NO TRASH, ASHES, or OTHER REFUSE or DEBRIS MAY BE THROWN or DUMPED ANYWHERE ON THE SUBJECT PROPERTY. This language is contained in the declarations.

## **VII. LONG TERM and OTHER RENTALS**

- a. The following rules shall apply to all owners' units which are leased for a period of more than thirty (30) days in any one calendar year, whether leased through the owner or the owner's management company:
  - i. All tenants must comply with all items of the RULES and REGULATIONS for DILLON BAY in Corinthian Hill Condominium Association. Neither owners nor owner's agent or Management Company may make exceptions to the House Rules. The owner is subject to fines for any violation of the rules that may occur as an action of the tenants or the owner's management company.
  - ii. No more than four adults (18 years or older) may occupy a unit on a long-term (greater than 30 days) basis, and no more than two non-family related adults may occupy a unit on a long-term (greater than 30 days)
  - iii. A copy of the current lease agreement, a copy of the owner's business insurance policy, the names, telephone numbers, vehicle description and license numbers of all Tenants occupying a leased unit must be given to the management company representing the Dillon Bay Condominium Association within three (3) days of their move-in date.
  - iv. Tenants may not burn candles or incense.

## **VIII. MANAGEMENT CONTROLS**

- a. THE PROPERTY MANAGER AND MANAGING AGENT HAS FULL AUTHORITY TO ENFORCE ALL RULES. ALL OCCUPANTS SHALL COMPLY WITH THE REQUESTS OF MANAGEMENT REGARDING THESE RULES. VIOLATORS ARE SUBJECT TO FINES, LOSS OF RIGHTS AND LEGAL ACTION AS DETERMINED BY THE BOARD OF DIRECTORS.
- b. Property Manager shall have access to all units.
- c. Property Manager is not responsible for problems related to renting properties, such as housekeeping, linens, or firewood.
- d. Property Manager will not deliver messages to units except in emergencies.
- e. No Management Company, including the management company employed by the Dillon Bay Board of Directors, may make exceptions to these Rules.

## **IX. SIGNS**

- a. Owners, only, (not guests or renters) may post a sign in their patio area or balcony provided that the sign:
  - i. Does not exceed the dimensions of 36" by 48".
  - ii. Is not attached to, nor hanging from the building.
  - iii. Deals only with community or political events.

- iv. Is posted for the duration of the campaign or event, not to exceed ninety (90) days.
- v. All signs must be removed immediately after the event. Each owner may post only one sign per issue, and only one sign may be posted at any one time.

**X. HOMEOWNERS MAINTENANCE RESPONSIBILITIES**

- a. Owners are responsible for all maintenance and repair within a unit, including fixtures, equipment and utility lines. Additionally each Owner is responsible for repair of all materials which make up the finished surfaces of the perimeter walls, ceiling and floors within the unit such as; drywall, paneling, paint, wallpaper, tile, and carpeting. Each Owner is also responsible for all windows and doors in the exterior walls of the unit.
- b. Each Owner must perform his or her maintenance and repair obligations to avoid any damage to other units or Common Elements. An Owner is responsible for damages to other units or to the Common Elements arising from any item or condition the Owner is required to maintain and repair regardless of whether the Owner is negligent.

**XI. INSURANCE RULES**

- a. A list of all Association insurance policies including limits and deductibles is furnished annually to each Member and is available from the Managing Agent upon request. Each Owner should review with an insurance agent recommended coverage pertaining to his or her unit. Owners may purchase an HO-6 policy, including a loss assessment endorsement to cover damages to other condominium units or the Common Elements and cover deductibles, which may be assessed to an Owner.
- b. If a unit Owner desires to file a claim against the Association's insurance policies, written notice must be first provided to the Association's Board of Directors and Managing Agent with a detailed description of the claim. The Association will have the right to inspect the damage and not less than fifteen (15) days to respond in writing to the Owner before a claim is filed. The Association may request an extension of an additional fifteen (15) days if further investigation of the damage is necessary before a claim is filed.
- c. Each Owner is responsible for all damage arising from negligence of the unit Owner or damages arising from an Owner installed improvement, regardless of negligence.
- d. To the extent the Association settles claims for damages to real property it may assess negligent unit Owners causing such loss or Owners benefiting from such repair or restoration all deductibles paid by the Association. In the event that more than one unit is damaged by a loss, the Association in its reasonable discretion may assess each unit Owner a prorated share of any deductible paid by the Association.
- e. The Board, or management company, may request proof of insurance from owner regarding a HO-6 rider and/or a business policy for those owners renting their units.

**XII. ENFORCEMENT of RULES**

- a. The Board of Directors and/or Managing Agent have the authority to assess fines against owners for violation of the Rules. Fine schedule for all rule violations:
  - i. First offense: Warning Letter
  - ii. Second offense: \$100.00 fine
  - iii. Third offense: \$200.00 fine

- iv. Fourth and subsequent offenses: \$300.00 fine
- b. Each person assessed a fine will be provided notice that he or she may request a hearing before the Board or a committee designated by the Board, where a fair and impartial determination will be made if the violation occurred and the owner should be held responsible. The Board or committee will only be composed of impartial decision makers without financial or personal interest in the outcome of the hearing.
- c. Payment of all fines, damages and other sums payable as a result of rule violations are due within thirty (30) days of billing. Any delinquent sums owed may be collected as assessments as provided in the HOA collection policy, and may result in late charges, liens, and attorney fees.
- d. The Dillon Bay Board of Directors reserves the right to change these rules from time-to-time. The current rules and fines will always be sent to owners and posted in common hallways.
- e. The Board may deviate from any provision of these Rules if in its sole discretion such deviation is reasonable under the circumstances.
- f. It is the responsibility of each owner to make sure that the rules are communicated to and followed by all guests and tenants.
- g. The owner is responsible for the payment of any charges, fines, and/or damages resulting from failure to follow the rules or other sums due to the HOA under the governing documents, **INCLUDING CHARGES, FINES, or DAMAGES INCURRED BY GUESTS or RENTERS.**

IN WITNESS WHEREOF, the undersigned, as (Board Position) of the Dillon Bay in Corinthian Hill Condominium Association, certifies these Rules and Regulations were approved and adopted by the Board of Directors on (DATE).

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Board Position)