SPRUCE CREEK TOWNHOMES AT VAIL ASSOCIATION

RULES & REGULATIONS

**Introduction**

 Pursuant to the Colorado Common Interest Ownership Act and Declaration, Articles of Incorporation, and Bylaws (collectively, “Association Documents”) of the Spruce Creek Townhomes at Vail Association (“Association”), the Associations’ Board of Directors (“Board”) has the authority to adopt rules and regulations that are reasonably necessary to effectuate the terms and conditions of the Associations Documents for the betterment of our community. Pursuant to this authority, the Board has adopted the following Rules and Regulations to govern the use and enjoyment of Spruce Creek Townhomes (“Complex”). The word “Complex” herein refers to all condominium units plus the general and limited common elements. The word “Owner” refers to the legal Owner (or Owners) of specific units within the Complex.

1. **Assessments**
	1. Timely Payment of Assessments: Due to a tightly managed Operating Budget, Owners enjoy low quarterly assessments. To sustain this, it is essential that Owners pay their Assessment charges as well as any Special and Capital Assessments when due. The quarterly assessment is due on the 1st day of each fiscal quarter (July 1st, October 1st, January 1st and April 1st). Delinquencies greater than 30 days will be assessed interest at a rate of eight percent (8%) annually, calculated from the due date, and be added to all delinquent amounts until payments are current. A late charge will be assessed for payments received after the 30th day following the due date, as determined by the Board.
2. **Use within the Complex**
	1. Residential Use Only: Only residential use is permitted within the Complex. The operation of a motel, bed and breakfast, or similar establishment within the Complex is neither a residential use, nor a home occupation, and is prohibited under the Declaration.
	2. Prohibited Conduct: Owners, tenants, or other occupants shall exercise reasonable care to avoid creating objectionable noise or excessive odors of any kind that could disturb or otherwise impede the use and enjoyment of the Complex by others. Further, nothing shall be done within the Complex by Owners, tenants, or guests that would be in violation of any statute, rule, ordinance, regulation, permit, or validly imposed requirement of any local, state, governmental body, or that might result in the cancellation, or increase in, the Association’s insurance policy or premium. Consistent with the Association Documents, obnoxious, offensive, or otherwise disturbing and annoying activities are prohibited. Therefore, the burning or smoking of tobacco and similar substances within twenty-five (25) feet of a neighboring building or unit is prohibited. Open burning/fires of any kind are not allowed on common areas.
	3. Occupancy Restrictions: To prevent excessive traffic, noise, waste and trash accumulation, an occupancy restriction is reasonably necessary. No more than eight (8) occupants may reside in a condominium unit overnight at any one time, except upon written consent of the Association.
	4. Rental Notification: Owners shall notify the property manager within seven (7) days of entering into a lease agreement. Owner notification to the property manager shall include the name of the Lessee and their phone number and email address. Owners shall provide a copy of the Rules and Regulations to the lessee. Owners shall be responsible for any fines resulting from violations by the Lessee of the Associations’ Rules and Regulations.
3. **Maintenance and Access**
	1. Maintenance of Common Elements: Owners, tenants, and other occupants have a duty to assist the Association in maintaining the common elements within the Complex. Common sidewalks, driveways, entrances, and passageways shall not be obstructed or used for any other purpose than their intended use.

Common elements shall not be used for storage of any item or materials prior to obtaining written consent of the Association. Personal property left in the common elements may be presumed abandoned and will be disposed of by the Association at the cost of the Owner with no liability to the Association.

Other than ordinary wear and tear, any damage to the common elements caused by an Owner, tenant, or other occupant shall be repaired at the expense of the Owner. Persons subject to these Rules and Regulations who observe a condition that requires maintenance anywhere within the Complex shall make every reasonable attempt to report the condition to the Association and the property manager.

* 1. Trash: The Association provides both a Garbage Dumpster and Recycling Bins for the complex, located adjacent to the parking area. Signs are located within the trash enclosure indicating which items belong in the recycling bins in compliance with our waste disposal vendors’ contract.
1. The Dumpster: Non-recyclable garbage shall be placed in sealed or tied plastic bags and discarded inside the dumpster. Combustible, poisonous, flammable, corrosive objects or liquids shall not be placed in the dumpster; the owner is responsible for proper disposal of such items. Oversized items which cannot fit into the dumpster must be disposed of elsewhere. Furniture, toilets, and the like, are not allowed in the dumpster. Lids must be closed.
2. Recycling bins are provided for recyclable waste only. No plastic bags are allowed to be placed in the bins; plastic bags must be discarded in the dumpster. When recyclables are brought to the bins in plastic bags or paper bags, the bags must be emptied directly into the recycling bins making more room for everyone. Small cardboard boxes (no larger than 18inches by 18 inches) must be broken down prior to placement in the Recycle bins. All larger boxes must be taken to a recycling center.

The trash pickup service is responsible for emptying the dumpsters, not picking up trash around the dumpster or any other part of the complex. Trash left outside of the dumpster attracts raccoons, bears, crows, and other animals. The Association is financially penalized for both oversized items and for trash found outside the dumpster and bins. Any Owner who encounters a full or overflowing dumpster should make a reasonable attempt to contact the property manager.

* 1. Access to Condominium Units: The Association, including its employees and agents, has an easement for emergencies, maintenance and entry of Owners’ condominium units. To effectuate this easement, Owners shall provide the property manager with any keys necessary to access their unit for the purpose of emergencies and maintenance. If a key is changed, it is the Owners’ responsibility to inform the Property Manager and provide a new key. The Association or property manager is not responsible for lost keys resulting in an Owner, tenant, or guest’s inability to enter a unit. Owners or tenants may pick up a key during regular business hours from the property manager. There will be a charge of $50.00 for obtaining a key from the property manager after-hours.
	2. Decks: Decks within the Complex shall be subject to the following restrictions:
1. Decks shall be uncluttered and used for their intended purposes. They shall not be used for hanging garments, displaying, or the storage of articles. No person shall store, display, or dispose or items or materials on any deck other than: (1) bicycles; (2) lawn furniture; and (3) firewood, not to exceed one cord stored in a generally accepted fashion. Anything placed on the decks, which are harmful to the decks, shall be the responsibility of the Owner, including the cost of repairing the deck.
2. Flower boxes and hanging flower baskets are permitted on the front and back decks so long as they are properly maintained. Hanging baskets, planters and flowers boxes must be secured to withstand heavy winds or storms. Any damage or harm to any persons or property arising from an unsecured container(s) shall be the sole responsibility of the Owner.
3. The Association recognizes that during certain times of the year, it may be appropriate to temporarily display festive lighting or other decorations on the decks and balconies. There are also certain community celebrations that encourage exterior decoration to the common elements. Although the Association supports such participation, it reserves the right to deem any exterior decoration as inappropriate or otherwise inconsistent with the spirit or letter of these or other governing documents of the Association. The Owner of the unit in question shall be required to remove the decoration within seven (7) days of receiving notice. If the Owner cannot comply with such notice, then management will arrange to remove the decoration at the Owner’s expense. No permanent additional lighting may be installed without the written consent of the Board.
4. At no time shall the Association be responsible to provide for, install, or maintain any decorative lighting, displays, or flowers on any balcony, deck, or patio.
5. No hot tubs are permitted to be installed on the outside decks.
6. No storage containers, portable or permanent structures can be placed under the rear decks.
7. Gas and electric grills are allowed on front and rear decks. The use of charcoal or other open fire grills are not allowed at any time on front and rear decks.

3.05 Smoke and CO2 Detectors: Owners are required to have and maintain battery powered smoke and CO2 detectors on all levels of their unit. Batteries within the smoke detectors are to be replaced annually.

1. **Alterations**
	1. Exterior Changes: No work of any kind shall be done on the exterior of the Complex unless the Association expressly authorizes it in writing. To the extent permitted by law, this includes: wiring for electrical, television, telephone, or any other purpose; antennas, machinery, and air-conditioning units; or any other protruding apparatus. The Property Manager must be contacted prior to installation of a satellite TV/Internet dish for location specifications.
	2. Interior Changes: Any interior structural changes must comply with the following procedures prior to commencement of work:
2. All necessary permits must be obtained from the Town of Vail.
3. A copy of said permit(s) is to be given to the Property Manager and the Property Manager must be notified of approval of work by the Town of Vail Inspector.
4. The contractor(s) performing work in Spruce Creek shall supply a copy of their Certificate for Workmen’s Compensation and Liability Insurance along with a copy of their State/Vail Business and Contractor’s License to the Associations Property Manager. Liability Insurance shall include the Board, Management and the Association as additional insured’s.
5. All expenses incurred in the preparation of any proposed plan are the Unit Owner’s expense.
6. If the project is not completed properly as per the submitted plan, or if other problems occur that require repair, the Board shall take the necessary action to bring the changes in line with the accepted condition and charge the Owner for all costs incurred for the repairs.
7. The Owner and contractor shall be responsible for all cleanup and trash removal associated with unit alterations and no materials relating to the construction shall be discarded in the Association’s trash dumpsters. The Owner shall be charged for any special pickup for trash required by the work. The Owner shall obtain a dumpster for cleanup and trash removal and the Owner and/or the contractor shall use this dumpster to remove construction materials from the Complex. The Owner and the contractor shall contact the Property Manager for the proper location of this dumpster. All work shall be done during daylight hours so as to minimize disturbance to neighbors, 8:00 AM to 6:00 PM.
8. **Pets**
	1. Limits on Pets: As per the Amended Declaration approved at the Annual Meeting in August of 2011, there shall be a limit of one (1) pet per unit.
	2. Behavior: Pets must not make excessive noise or act in an uncontrolled manner. Examples of uncontrolled behavior include biting, excessive barking, damaging common areas of the Complex, and jumping or attempting to jump on residents, guests, or others within the Complex. At all times, cats, dogs, and other animals must be under the strict control of their Owner. The unit Owner will be responsible for any injuries and damages to any persons or property caused by said pets.
	3. Health: All pets must have up to date vaccinations, including rabies, and have a current license/registration from their local governing agency. Pets shall not carry fleas or other pests.
	4. Waste: The unit Owner shall be responsible for immediate removal of animal waste from the lawns and all other common elements. Pets shall not urinate on or foul the decks. No animals of any kind shall be bred within the complex or used in any other commercial manner.
	5. Removal of Problem Pets: Any member of the Board, the Property Manager, Owner, or tenant of a condominium unit may summon the appropriate authority to enter the common elements to remove any animal running free in the same. Any pet that, in the opinion of the Board, causes a repeated disturbance or is objectionable in any way shall be removed from the Complex permanently upon 24 hours of written notice to the pet’s owner.
9. **Authorized Vehicles and Parking**
	1. Parking Spaces: Other than the parking space in front of each unit, there are no assigned parking spaces in the parking area. No vehicle shall be parked in a manner that blocks driveways or parking areas, or impedes entry to or exit from a unit. Specifically, no vehicle shall park in the fire lane across from the “B” Unit.
	2. Winter Parking: During the winter, vehicles must be moved after each snow plowing. Vehicles that impede snow plowing and removal may be towed at the Owner’s expense if the Owner of the vehicle cannot be contacted with a request to move the vehicle.
	3. Commercial/Recreational Vehicles: No commercial vehicles or recreational vehicles may be parked or stored within the Complex. Pickup trucks and vans that are used as personal vehicles are permitted so long as business is not being conducted by an Owner or tenant while the vehicle is parked in the Complex. Recreational vehicles shall include without limitation: Motor homes, motor coaches, buses, campers, or trailers or any kind. (Trailers used for moving purposes are exempt from this section when used for moving.)
	4. Regulations: All markings and signs regulating traffic or parking in the Complex shall be strictly observed. Vehicles not belonging to persons in legal residence are not permitted to park in the Complex. Resident and guest parking permits shall be prominently displayed. Failure to do so may result in the vehicle being towed. Unauthorized and abandoned vehicles shall be towed at the Owner’s expense in accordance with the Association’s towing policy. Vehicles with expired license plates, unattended flat tires, on jacks, in a state of disrepair, or parked without permission, may be considered abandoned and subject to immediate towing.
	5. Number of Vehicles: A maximum of two (2) vehicles are allowed per unit so long as one (1) of the cars is kept in the garage.
	6. Garage Usage: Pursuant to the rules of the Town of Vails’ Construction and Permitting Office, the Vail Fire Department, and the Colorado Zoning Authority, the use of any garage for living space or conversion into living space is not permitted. fred
10. **Towing of Vehicles**
	1. Policy: For safety and aesthetic reasons, no vehicles are to be parked within the Complex, except for in specifically designated parking areas. This concern is addressed in the Association’s Declaration, and the Town Code of Vail, which allows the Association to authorize the towing of a vehicle improperly parked on the Association’s property.
	2. Procedure:
11. No Parking Sign. The Association shall post in a conspicuous place within the Complex a sign that reads the following: ‘PRIVATE PARKING. UNAUTHORIZED VEHICLES WILL BE TOWED AT OWNERS EXPENSE.”
12. Police Department Notification. In the event the Association has a vehicle within the Complex towed, the Association shall immediately notify the Vail Police Department (“VPD”) and provide the VPD the following information: license plate number, name of the towing company that towed the vehicle, and the location where the vehicle is stored.
13. Additional Remedies. Nothing in this policy shall be taken to preclude the Association from utilizing additional remedies against an Owner as provided elsewhere in the Association’s documents.
14. **Enforcement**
	1. Policy: Enforcement of these Rules and Regulations shall be in accordance with the Association’s Enforcement of the Declarations, Bylaws, Rules and Regulations, Architectural Guidelines policy. Fines shall be assessed in amounts established by the Board in a Schedule of Fines, which shall be provided to each Owner.

The foregoing Rules and Regulations are:

 Adopted on August 15, 2023,

Diane Gavic

 Secretary