

# SPRUCE CREEK TOWNHOMES AT VAIL ASSOCIATION RULES & REGULATIONS

## Introduction

Pursuant to the Colorado Common Interest Ownership Act and the Declaration, Articles of Incorporation, and Bylaws (collectively, “Association Documents”) of the Spruce Creek Townhomes at Vail Association (“Association”), the Association’s Board of Directors (“Board”) has the authority to adopt rules and regulations that are reasonably necessary to effectuate the terms and conditions of the Association 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.

## I. Assessments

1.01 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 1<sup>st</sup> day of each fiscal quarter (August 1<sup>st</sup>, November 1<sup>st</sup>, February 1<sup>st</sup> and May 1<sup>st</sup>). A late charge of \$100.00 will be assessed for payments received after the 10<sup>th</sup> day following the due date. Delinquencies greater than 30 days will be assessed interest at a rate of twenty-one percent (21%) annually, calculated from the due date, and be added to all delinquent amounts until payments are current. Delinquencies greater than 60 days will be referred to an attorney for legal action. The Owner(s) will be responsible for all legal fees and collection costs incurred in the collection of the assessments and/or other charges due the Association. Should an Owner be persistently late in payment, the Board has the right to require accelerated payment for the fiscal year. As a small Association, it only takes one consistently late payer to constrain our operating budget or/and cause a raise in quarterly assessments.

## II. Use within the Complex

2.01 Residential Use Only: Only residential use is permitted within the Complex. The operation of a motel, bed and breakfast, or similar business establishment within the Complex is neither a residential use, nor a home occupation, and is prohibited under the Declaration.

2.02 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 of, 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 is prohibited.

2.03 Lease Restrictions under a Short or Long Term Lease: 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.

### **III. Maintenance and Access**

3.01 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 Regulation 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.

3.02 Trash: The Association provides a garbage container (dumpster) and may provide recycling bins for the Complex, located adjacent to the parking area. Garbage shall be placed in sealed or tied plastic bags and disposed of inside the dumpster. Boxes must be collapsed prior to placing in the dumpster to allow room for others. Combustible, poisonous, flammable, or corrosive items, or liquids shall not be placed in the dumpster and the owner is responsible for proper disposal of such items. Oversized items which cannot fit into the dumpster must be disposed of elsewhere.

The trash pickup service is responsible for emptying the dumpsters, not for 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 of the dumpster and recycling containers. Any Owner who encounters a full or overflowing dumpster should make a reasonable attempt to contact the property manager.

3.03 Access to Condominium Units: The Association, including its employees and agents, have an easement for 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 Owner's 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. A key may be picked up by Owners or tenants during regular business hours from the property manager. It is the owners responsibility to return the key to the property manager. There will be a charge of \$50.00 for obtaining a key from the property manager after-hours.

3.04 Decks: Decks within the Complex shall be subject to the following restrictions:

- (a) 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 of 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 acceptable 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.
- (b) 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 flower 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.
- (c) 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 or 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 written 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.

- (d) 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.
- (e) No hot tubs are permitted to be installed on the outside decks.
- (f) No storage containers, portable or permanent structures can be placed under the rear decks.

#### **IV. Alterations**

4.01 Exterior Changes: No work of any kind shall be done on the exterior of the Complex unless it is expressly authorized in writing by the Association. 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.

4.02 Interior Changes: Any interior structural changes must comply with the following procedures prior to commencement of work:

- (a) All necessary permits must be obtained from the Town of Vail.
- (b) 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.
- (c) The contractor(s) performing work in Spruce Creek shall supply a copy of their Certificate for Workman'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 insureds.
- (d) All expenses incurred in the preparation of any proposed plan are the unit Owner's expense.
- (e) 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 unit Owner for all costs incurred for the repairs.
- (f) The Owner and contractor shall be responsible for all clean-up 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 clean-up 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.

## **V. Pets**

5.01 **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.

5.02 **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 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.

5.03 **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.

5.04 **Waste:** The unit Owner shall be responsible for 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.

5.05 **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.

## **VI. Authorized Vehicles and Parking**

6.01 **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 vehicles shall park in the fire lane across from the "B" Unit.

6.02 **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.

6.03 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 of any kind. (Trailers used for moving purposes are exempt from this section when used for moving.)

6.04 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 will 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.

6.05 Number of Vehicles: A maximum of three (3) vehicles are allowed per unit so long as one (1) of the cars is kept in the garage.

## **VII. Towing of Vehicles**

7.01 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.

7.02 Procedure:

- (a) 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."
- (b) 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.
- (c) 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.

### VIII. Enforcement

8.01 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 [July 8<sup>th</sup>, 2012](#)\_\_\_\_\_

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Secretary