

**LAKEVIEW AT DILLON CONDOMINIUM ASSOCIATION
HOUSE RULES AND RESOLUTION OF HOUSE RULES**

Revised April 1, 2004

I. PREAMBLE

- A. Rules. The Lakeview at Dillon Condominium Association ("LKVA") shall keep a list of House Rules ("the Rules"), which will supplement all rules found in the Articles, By-laws and Declarations of the LKVA. Copies of current house rules shall be sent to all owners, and be placed on file in the Board of Directors office. When a unit is sold or leased by a listing agent or owner, it is the responsibility of the owner to supply a copy of the Rules to the listing, agent and new owner or tenant. It is also the responsibility of the owner and/or listing agent to then return a signed statement to the property manager stating that the new owner or tenant, if rented for thirty (30) days or longer, has received a copy of the Rules.
- B. Changes and Notice to Owners. Any change in the Rules shall be approved by a majority vote of a quorum of the Board of Directors ("BOD") and shall take effect immediately thereafter. Owners will be notified in writing, of such changes. Where there are multiple owners of a unit, notice to one owner shall be deemed to be notice to all owners of the unit. Each owner is responsible for knowing and abiding by the Rules. Failure of any owner to exercise such responsibility shall not be a defense to remediation, assessments, fines or legal action by the BOD.
- C. Term. The Rules shall remain in perpetual effect unless amended or repealed.
- D. Violation of Rules. Violation of the rules by an owner, tenant or guest shall be deemed to be the act of the owner for purposes of assessment of penalties, remediation costs or costs of other remedies. If a unit has multiple owners, enforcement may be against the property of any owner here of. In the interest of all owners, if an owner becomes aware of or observes a violation of the Rules, it is the owners responsibility to notify the property manager
- E. Other Violations. Violation of any local government ordinance or state statute may be enforced by such governmental agency without regard to any remedy pursued by the LKVA.
- F. Exclusions. The procedures described herein shall not apply to those sections of the Articles, By-Laws and Declarations dealing with assessments and the payment thereof.

II. HOUSE RULES

A. Parking

- a. Parking is permit only. Parking is provided for owners and their guests/tenants, only. One (1) space is provided per unit, and all guests, tenants and owners must cooperate in the use of the parking space available. For further information, refer to "Important Notices" located and displayed in each unit.
- b. If a violation of any parking rule as hereinafter set forth has occurred and the vehicle operator is either unwilling, or unavailable to immediately resolve such violation, the property manager may, in its sole discretion, have the vehicle towed by a professional towing service at the expense of the vehicle owner/operator.
- c. No boat, recreational vehicle ("RV"), off-road vehicle, snow mobile or trailer (with or without a boat, vehicle or anything else on it) may be stored on the premises. All vehicles parked on the premises must be licensed, registered and operating. Sleeping in the parking lot is expressly prohibited.
- d. All vehicles must be removed from the parking lot by 10:00 am on the day of **snow removal**. The property manager and the company removing the snow will make the decision for snow removal. Signs will be posted in the parking lot area on (early) mornings when snow removal will occur, (currently the signs are posted on the sidewalk guard rails in front of building, B) Failure to comply with this Rule will result in the towing of any vehicle still parked in the parking lot at the time snow removal is to commence at the sole discretion of the property manager and at the expense of the owner/operator.
- e. No vehicle repairs are permitted on the premises. This includes oil changes.
- f. A vehicle must not take up more room than one (1) parking space.
- g. LKVA is not responsible for any damage done to vehicles parked on the premises.
- h. All vehicles left for more than seven (7) days shall be deemed abandoned and may be towed at the owners/operators expense.
Exception: when owner has made arrangements/allowance with the property manager.

- B. Common Areas. Common areas are defined as the lawns, hallways, hot tub/Sauna area, laundry room clubhouse, stairwells, sidewalks, balconies and parking lot (any area outside of the units).

- a. Loitering, loud voices or music, running, playing and riding wheeled vehicles are prohibited in common areas. All loud noises of any kind are prohibited during sleeping hours (10:00 pm to 8:00 am).
- b. The use of common area electricity outlets for personal use is prohibited.
- c. Damage to common areas and the cost of repair will be charged to responsible owner/guest/tenant.
- d. Private use of the clubhouse by an owner can be arranged with the property manager. Advance notice must be given and a cleaning/damage deposit of \$100 will be required. Owner is responsible for all extra cleaning and damage expense, which will be deducted from said deposit prior to any refund. Parties in excess of twenty (20) people will require advance approval by the property manager.
- e. Laundry facilities are located on the garden level and are for the private use of owners and tenants. Non-resident visitors are prohibited from using such facilities. No gathering in groups is allowed in these facilities, and all equipment must be used in an appropriate manner. Hours are 9:00 am to 9:00 pm.
- f. Smoking is not permitted anywhere in the indoor common areas.
- g. No loud, abusive or drunken behavior or use of illegal substances is allowed.
- h. Hallways, stairwells or any other common elements are not to be used for storage of bicycles or any other personal belongings.
- i. No trash or garbage may be stored, even temporarily, anywhere on or within any common area.
- j. No charcoal barbecue grill or other type of outdoor cooking grill may be stored inside units or on sidewalk outside units. The permanently installed charcoal grill and portable charcoal grills are to be used and stored only in the common area behind building B. Propane gas grills are to be used and stored as charcoal grills.
- k. No firearms may be fired or discharged on the premises.
- l. No fireworks are allowed in or around the buildings. None may be ignited, launched or fired from balconies, the lawn, in the parking areas or anywhere else on common area.
- m. Any damage or cleanup caused by repairs or alterations to

individual units is the responsibility of the owner.

- n. Littering or throwing of any objects from balconies or windows is not permitted.
- o. Driveways, sidewalks, hallways and stairwells shall not be obstructed in any way or used for any purpose other than entering or departing the unit.
- p. Satellite dishes may not be installed anywhere on the premises without first obtaining written consent of the Board of Directors.

C. Hot Tub/Clubhouse

- a. Hours are from 9:00 am to 9:00 pm.
- b. The hot tub and clubhouse are for the private use of owners, tenants and their guests. Rules are posted in those areas and must be obeyed by everyone using the facilities.
- c. Children under the age of 18 and/or guests of owners must be in the company of an owner. No children in diapers are permitted in the hot tub/clubhouse area.
- d. No food, glass containers or breakable items are allowed in the hot tub/clubhouse area. Any abuse of alcohol (i.e., loud behavior or drunkenness) will be dealt with by expulsion from the premises.
- e. Use of the hot tub is done so at user's risk.
- f. Authority has been given to the property manager to restrict use of the hot tub and clubhouse privileges to anyone who does not obey these rules.
- g. Violators of these rules will be asked to leave the premises, and future use can be restricted.
- h. Any tenant, guest and/or owner causing damage to the hot tub/clubhouse area property shall be jointly and severally liable for payment of any costs associated with the repair of such damage.

D. Pets

- a. Only owners are allowed to bring household pets with them during their stay on the premises. Owners are defined as follows: "Owner" of record on the property deed and owner's spouse, children, grandchildren and parents. Other relatives, guests,

tenants and guests of tenants are NOT allowed to bring pets on the premises for any reason.

- b. No owner may give permission to a guest or tenant to bring a pet on the premises
- c. Pets are not allowed in the clubhouse, hot tub or laundry facilities.
- d. Owners are required to clean up after their pets in all common areas. Owners will be charged for repairs or damaged caused by pets.
- e. Any pet (including cats) outside of an owner's unit must be secured in a vehicle or by a leash, rope or chain not more than 10 feet in length. The leash, rope or chain must be held by a person over the age of twelve (12) years who can fully control the actions of the pet at all times. At no time may a pet be secured to any part of the common area. (The above stipulations are in accordance with the laws of the Town of Dillon).
- f. Any damage caused by an abandoned, mistreated, dangerous or loose pet will be the sole responsibility of the owner.
- g. Pets may not be tied, housed, fed watered or otherwise left unattended in or on any common area, especially on the sidewalk in front of a unit.
- h. Noise and/or disturbance by a pet inside or outside a unit is not permitted.

E. Units

- a. Quiet hours for all units are from 10:00 pm to 8:00 am.
- b. Occupants shall keep the volume of voices, televisions, electronic equipment and musical instruments emanating from the units, common walkways, balconies or vehicles in the parking lot at a low, reasonable level at all times and especially during quiet hours. Unit doors must be kept closed in order to contain as much noise as possible.
- c. Owner/guests/tenants are responsible for removing all garbage/trash to and placing it in the dumpster located by the entrance to the parking lot. Do not place trash on the ground

around the dumpster.

- d. No advertisements of any kind can be displayed from unit windows, balconies or anywhere else on the premises.
- e. The number of occupants allowed to reside in any unit for a period of thirty (30) days or more in compliance with the housing ordinance of Summit County and the Town of Dillon, Colorado, is restricted to:
 - 1 bedroom unit - 2 people
 - 2 bedroom unit - 4 people
 - 3 bedroom unit - 6 people
- f. If a unit is leased, the owner is responsible for knowing how many people are residing in the unit at all times and must adhere to this Rule. If not, the owner will be subject to penalties as contained herein, as well as those which the Town of Dillon may levy. In addition, owners who have their units managed by rental agencies are responsible for informing the agency of the occupancy rule and making sure they enforce it with the tenants they place in the unit.
- g. No entry door locks may be used which cannot be opened by the Property manager's master key (this is contained in the Condominiums Declarations). If any owner wants to add a lock to their door, prior clearance is required from the property manager. In the event of an emergency and the property manager must forcibly enter a unit because the owner is not in compliance with this Rule, all expense for repairs, replacement, keying or re-keying of damaged door locks will be the responsibility of the owner. If the owner wishes to install a security system, it must also be discussed and coordinated with the property manager. Only silent alarms shall be allowed.
- h. Keys will not be provided to Guests or tenants by the property manager without prior arrangement and proper identification.

F. Management Control

- a. The property manager has full responsibility and authority to enforce the Rules.

- b. All infractions of the Rules should be reported to the property manager by calling 970-468-9137. The property manager has full authority to handle all problems as directed by the BOD.
- c. All owners, guests and tenants shall comply with requests of the property manager regarding the Rules. Violators are subject to all procedures which may result in a penalty assessment against the owner of a unit.
- d. The property manager will have access to all units as provided in the Condominium Declarations of the Association.
- e. The property manager is not responsible for taking or delivering personal messages. Emergency messages will be taken and delivered, if possible.
- f. The property manager is not responsible for rental related problems (i.e., housekeeping, wood, linens, key access).
- g. The property manager is not responsible for showing rental or sales properties.

III. RESOLUTION OF RULES VIOLATIONS

A. **Violation Resolution Process.** The BOD of LKVA hereby establishes the following process for resolving violations of or noncompliance with the Rules by and owner, guest or tenant.

- a. Any member or agent of the LKVA may request an owner, guest or tenant to cease, desist or correct any act or omission which appears to be in violation of the Rules.
- b. If the alleged violation is not corrected immediately, the property manager must be notified. If the property manager is satisfied that there is a violation, the property manager shall notify the owner in person or by telephone, and may but is not required to do so, also notify the tenant or the guest.
- c. Prompt correction or adequate explanation of the alleged Violation by the owner to the satisfaction of the property manager will satisfy this part of the Rules violation process, and only the One-time Occurrence, First Offense financial penalty may be assessed.
- d. Within five (5) days following notification of a violation, the property manager or any board officer shall mail a written notification of the violation (notice to the owner in an envelope marked "**URGENT FINANCIAL CONSEQUENCES INVOLVED**", by certified mail return receipt requested. This notice shall give details of the violation, date of the violation and the dollar amount of the financial assessment.
- e. Service of the notice on one owner of a unit shall be service on all owners of the unit. The board may rely on accuracy of the address list of owners kept in the offices of the property manager and Board of Directors. It is the owners obligation to keep the property manager and business office (970-468-9137) notified of any change of address and phone number. Failure to do so will not affect the validity of service.
- f. If an alleged violation is not corrected and/or if the property manager or board is notified that such violation has been repeated on another

occasion, the property manager or board shall, in its sole discretion, satisfy itself that there is a repeated or continuing violation, further financial penalties shall be assessed as outlined in III B-a.

B. Financial Penalties.

- a. The BOD of the LKVA hereby establishes the financial penalties for violation of or noncompliance with the Rules by and owner, guest or tenant, as follows:

	<u>One-Time Occurrence</u>	<u>Continuing Occurrence</u>
First Offense	\$100	\$50/day until resolved
Second Offense	\$200	\$50/day until resolved
Third/more Offense	\$300	\$50/day until resolved

Each day, or fraction thereof, that the violation continues is a separate violation for purposes of levying penalties.

- b. Where the violation is a single incident (barking, dog, for example), the One-time Occurrence penalties as set forth above are meant to apply. Where the offense is a continuing one, such as (but without limitation) the refusal to remove a charcoal grill from a balcony, the incident will be deemed, at the discretion of the property manager, to be a continuing one, and the continuing occurrence penalties as set forth above shall apply until the resolution of the violation.
- c. Any penalty assessed, after Notice and an opportunity to be heard, if not voluntarily paid to the Association before the next scheduled payment of dues, will be added to the next billing statement and is payable within 30 days thereafter. If; after the opportunity to be heard, a violation or series of violations is deemed to have occurred, the penalties shall be assessed from the date of the first violation and added to the next billing statement. Any unpaid amount shall be charged against the owner's property and will be collectible as any other debt charged against the property. Nothing herein shall operate to limit the Association's remedies
- d. Assessments of penalties may be waived in whole or in part or

adjusted downward in the exclusive discretion of the BOD and its property manager. Waiver or adjustment in one case will not set precedence in any other.

- e. In the event the assessments are not paid in a timely manner, the BOD may impose charges for late payments, recover other legal costs for the collection of assessments and other actions to enforce the Rules of the Association regardless of whether a suit was initiated. Penalties assessed after Notice is given and after an opportunity to be heard is satisfied may be levied by the BOD for violations of the Declarations, By-Laws and the Rules.

C. Hearing Process

- a. Any owner who has received a notice of violation resulting in the assessment or a financial penalty shall have an opportunity to request a hearing. The owner must contact the property manager or a Lakeview board member within ten (10) days following the date of receipt of the notice and request a hearing. A formal hearing will be scheduled. A "panel" consisting of the property manager, two or more board members (one of which must be an officer of the board) and the owner requesting the hearing. The owner must personally participate in the hearing and may have witnesses present. The hearing may be conducted in person or by telephone conference within ten (10) days from the date of the hearing request, unless otherwise consented to by the parties.
- b. The panel may confer with witnesses or other members of the BOD or the property manager before rendering a decision. A final decision will be rendered at the end of the hearing. In the event there are circumstances that prevent the Panel from rendering its decision at the end of the hearing, a final decision will be made within five (5) days after the hearing, and the owner will be notified verbally and in writing of the Panel's decision at that time.
- c. Failure of the owner to participate in a scheduled hearing will result in a decision against said owner.
- d. If after the opportunity to be heard, a violation or series of violations is deemed to have occurred, the assessment of penalties

shall be upheld from the date of the first violation. The owner shall also be responsible for all expenses, if any, incurred by both parties in completing the resolution and hearing process.

- e. If the assessment penalties are overturned by the "Panel", any payment already made by the owner will be refunded by the Treasurer of the association. If no payment has yet been made, the assessment will be removed from the owners subsequent billing invoice, in that event each party will be responsible for their respective expenses if any, incurred in completing the resolution and hearing process.

**ADOPTED UNANIMOUSLY BY THE BOARD OF DIRECTORS,
LAKEVIEW AT DILLON CONDOMINIUM ASSOCIATION,
APRIL 1, 2004**

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