

# *Estes Square Condominiums Association*

## **RULES AND REGULATIONS**

**REVISED October 1, 2024**

### **REMEMBER TO HAVE A GOOD NEIGHBOR, YOU MUST FIRST BE A GOOD NEIGHBOR**

These are the Rules and Regulations governing the Estes Square Condominium Association, Inc. They apply to all residents of Estes Square Condominiums, owners and non-owners alike. They are enforceable under the Declaration and Bylaws. The purpose of these rules and Regulations is to ultimately provide all residents maximum enjoyment in living at the Estes Square Condominium Association.

**Estes Square Condominium Association** is not an apartment complex where we pay for the rent and someone does all the work for us. It is an association of individuals and a community of residents with a common interest. That common interest is to maintain the highest quality of life and greatest property value for all residents. Your Board of Directors encourages all residents to become involved with the Estes Square Condominium Association.

#### **RENTAL/LEASED UNITS:**

In cases where owners are leasing their units to another individual, the owner/agent must provide a copy of the Rules and Regulations for Estes Square to the tenant. Owners are responsible for the activities and behavior of their tenants and fines levied against a tenant for violations shall ultimately become the responsibility of the owner if fines are not paid or corrections are not made.

Property owners MUST provide the management company with information that contains the name of the individuals renting/leasing, their phone numbers, the term of their lease, and emergency contact information for the owner (phone numbers/ mailing address).

- Each unit leased shall be for a period of time of not less than six (6) consecutive months.
- Leasing of a unit for business purposes is not permitted.

- There shall be no more people residing in the unit than are allowed by the zoning ordinances of the local governing authority.

**ADVERTISEMENT:**

No signs are permitted except as follows: For Sale, For Lease, For Rent, and Burglar Alarm Signs. These may be placed in the window or on the fences. Only one sign per unit not to exceed 30" by 30" is allowed.

**PARKING AND VEHICLES:**

1. Resident vehicles shall be parked only in their assigned parking spot. A designated parking spot is defined as a vehicle being parked between two yellow lines, with number(s) as assigned by the association manager. Parking spots are assigned, not deeded with individual units, and shall not be leased to or sold to other parties by owners.
2. Guest parking spots 2 only are 24 hours maximum and are for guests only.
3. There shall be no parking permitted where indicated by "No Parking, or yellow markings on the streets and curbs. Anyone parking in a fire zone will be immediately towed. A designated parking spot is defined as a vehicle being parked between two yellow lines.
4. Derelict and/or abandoned vehicles are not permitted. Any Association member has the authority to notify the Managing Agent to have the vehicle ticketed and then towed at the vehicle owner's expense.
5. No vehicle shall be parked in such a manner as to impede or prevent ready access to any entrance or exit of a building. Offending vehicles shall be immediately reported to the managing Agent and ticketed. Once ticketed, such vehicle shall be subject to immediate towing.
6. No repair to vehicles shall be made on the premises. No dumping of oil, antifreeze, or debris from motor vehicles is permitted. In addition to fines levied, a clean-up fine will also be charged for the incident.
7. No house trailer, camping trailer, hauling trailer, running gear or boat or accessories thereto, truck, pickup, van or camper in excess of three-fourth (3/4) ton size, shall be parked, stored, repaired, or maintained on any lot or in the parking area.
8. Not to exceed two (2) vehicles per two-bedroom unit or one (1) vehicle per one bedroom unit.

9. Mandatory vehicle registration is required. Your vehicle information must be submitted to the Association Manager.
  
10. A map of these parking spaces is attached hereto and made a part of these Regulations and Rules.

**USE OF SPACES:**

“Handi-cap” space may only be used, as designated, by individual(s) who have a state issued “Handi-cap” parking sticker. Violators may be subject to fines and towing per the HOA policies.

“Visitor Spaces” may only be used on a short-term basis (no overnight unless special uses permit has been issued by HOA Operations management). In the event the spaces are occupied, otherwise, those violating this condition shall be subject to fines and towing as outlined per the HOA policies.

**WALKWAYS, STAIRWELLS, and LANDINGS:**

Walkways, stairwells, and landings must be kept clean of personal property at all times. This includes such items as furniture, grills, bicycles, wagons, and toys. Any personal property left in these areas will be removed without notice.

**TRASH ENCLOSURES:**

All trash shall be suitably wrapped and disposed of in the dumpster container provided at the south parking lot. No trash or rubbish of any kind shall be left in the walkways or other Common Elements, but shall be placed only in the trash container as provided. No disposal of household chemicals, furniture, mattresses or other large items is permitted in the association dumpster. Violators will be charged for large items left for pick-up.

**COMMON AREAS:**

Frisbees, rocks, balls, airplanes, kites or any similar articles, are not permitted in the common areas. [Common area defined as follows: any place outside the structures, including the land, easement and appurtenances.] Toys, personal items or personal property left out in the general common area, or in front of the units, will be considered abandoned and will be removed without notice. Drying of laundry is not permitted outside of the units. Climbing trees, fences, on cars or buildings is absolutely forbidden. Yard and garage sales are not permitted, except for the Annual Association Community Sale. Tampering with common areas is not allowed. This includes, but is not limited to, trees, shrubs, rocks, lawns, fences, and signs.

### **NUISANCES – (NOISES, ODORS, ACTIVITIES, etc.)**

Excessive noise or loud music will not be tolerated. If your stereo, television, or party can be heard outside of your unit, it is too loud. No illegal activities will be permitted. No sound which is unreasonably loud or annoying, no noxious or offensive odor or activity, and no unreasonably bright or glaring light, anything that is disturbing or annoying in nature, or that interferes with the lawful, peaceful, peaceable and quiet occupancy and enjoyment of others, shall be allowed.

### **PETS:**

No more than a total of two (2) dogs and/or cats are permitted per unit/property. No livestock, poultry or exotic animals other than normal household pets may be kept. Pets on or in the common area must be attended or be on a leash. No animal may be tethered to any stationary object in or on the common area or be left unattended. **Any soilage made by pets in the common area or front yards must be cleaned up immediately. No pet may be kept in such a manner as to create any form of offense or nuisance to other residents.** All pets must be licensed, vaccinated, and kept in accordance with ordinances of the City, County, or State. No animals may be kept or bred for commercial purposes. Dogs shall not be permitted to bark excessively. Dog owners please be aware that your dog's barking is probably annoying your neighbors. For this reason, as a courtesy, do not leave your barking dog outside at night or when you are not at home. If you leave your dog inside the home while away, please shut the windows to minimize barking annoyances.

### **WINDOWS:**

Must be in good repair and properly installed. Absolutely no sheets, blankets, aluminum foil, or other objects may be used to cover the windows. Screen, windows, and storm doors must be in good repair at all times.

### **STORAGE:**

Owners and tenants are responsible for keeping their patios and porches neat and clean. Storage sheds are prohibited.

### **COVENANT AND RULE ENFORCEMENT:**

Complaints must be in writing to the Management Company, who will act on the complaint. Lessees or renters must contact the owner of their unit to register complaints.

### **IN-HOUSE BUSINESS:**

No "in-home" business or businesses, i.e. Babysitting, music lessons, beauty salon, or any other business for profit are to be conducted at any unit for any reason, without the express and definite approval of the Board of Directors.

**CARBON MONOXIDE DETECTORS, SMOKE DETECTORS AND FIRE EXTINGUISHERS:**

Each unit must be equipped with a minimum of one (1) carbon-monoxide detector, two (2) smoke detectors and one (1) fire extinguisher and they shall be kept in working order at all times.

**WILDLIFE:**

The Association will abide by the Rules of the Colorado Division of Wildlife. Feeding of any wildlife is strictly prohibited. Bird feeders are not allowed.

**EXTERIOR COOKING APPLIANCES/GRILLS:**

Only electric grills are permitted on balconies and decks. No natural gas BBQ's, smokers, propane, charcoal, hibachis or any open flame device are allowed on balconies or decks.

No use and/or operation of barbeques within 10 feet of any combustible material are allowed, i.e. 10 feet away from buildings.

No storage of any exterior cooking appliance, within 10 feet of any building.

**MAINTENANCE (Owner's Responsibility): SEE DECLARATIONS 4.4 PAGE #7**

**ALTERATIONS/CHANGES TO PROPERTY**

"ALL exterior changes must be approved prior to work commencing. Requests must be made in writing to the office of the Managing Agent for approval by the Board of Directors. Requests for maintenance shall be submitted via a completed WORK REQUEST form. Requests constituting an exterior change, alteration, or addition shall be submitted via a completed ARCHITECTURAL REQUEST form. Written complete plans and specifications with pictures should accompany any requests and be submitted at least 30 days prior to intended project date, or as soon as possible."

"No owner may alter, repair, repaint or do any work on any of the common elements (whether general or limited) without prior consent of the Board of Directors. Examples of items which may not be altered without prior consent include, but are not limited to, exterior doors, windows or window coverings (such as storm windows), and deck, patio or balcony modifications, lighting, fencing, landscaping, storage sheds etc. The installation of exterior vents, awnings, flues, window air conditioners, satellite dishes or antennae is prohibited."

**SEASONAL DECORATION:**

Decorations will be permitted so long as they are put up and taken down in a reasonable length of time, not to exceed 30 days before or after a holiday. No decorations that create damage or are a permanent attachment to the structure will be permitted. Also, decorations must be in good taste and not offensive to other homeowners.

**MAILBOX KEYS:**

Is the responsibility of the owner. You can hire a lock smith or replacement locks can be purchased from your local hardware store.

**LAUNDRY ROOM KEYS AND LOCATIONS:**

Laundry room is located in building F. Replacement keys are at a cost of \$25.00.

**STORAGE LOCKERS:**

Storage lockers are only available for 1-bedroom units. You are not allowed to store food or any kind of combustible material such as fuels, oil etc. A list of assigned storage lockers is attached.

**WASHER AND DRYERS:**

All 2-bedroom units have washer and dryer hook ups. Owners are responsible for an annual dryer vent inspection/cleaning. Your inspection/cleaning report must be submitted to the Association Manager.

All 1-bedroom units do not have washer and dryer hook ups and are not allowed without Board of Directors approval.

**ANNUAL SAFETY REPORT:**

Your annual safety report is MANDATORY on an annual basis.

**HOMEOWNERS INSURANCE:**

Owners are required to provide the Association a copy of their HO-6 policy upon renewal each calendar year. You must send a copy of your policy within 30 days of your renewal to the Managing Agent. If a copy of your policy is not provided to the Association on an annual basis, the Association will move forward with the Enforcement Policy.

It is suggested the coverage (walls-in) which includes your personal items within your unit including Loss Assessment which covers the deductible in case of a charge back from the Association if there is a claim filed by the Association for a major catastrophe. When contacting your agent, you should make sure you have a minimum of \$25,000 coverage but \$100,000 would be preferable.

**The Association reserves the right to make such other Rules and Regulations from time to time as it may be deemed necessary for the safety, care and cleanliness of the premises and for securing the comfort and convenience of all occupants thereof.**

You can go to your web-page for all information pertaining to the Association [www.realtyone-co.com/estes-square-condo-assoc.html](http://www.realtyone-co.com/estes-square-condo-assoc.html).