

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

**Revised October 2020**

**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 or HOA Management firm's office.
- B. Providing new owner or renter House Rules. 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.
- C. 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 their and their guests or renters 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.
- D. Term. The Rules shall remain in perpetual effect unless amended or repealed.
- E. 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 hereof. 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 in writing.
- F. 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. Lakeview is in the Town of Dillon and is subject to their rules and regulations as well as State and Federal laws.
- G. LKVA Information. Is currently available on LakeviewDillon.com under HOA.
- H. 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.
- I. Property Manager. References following to "Property Manager" may be the then current HOA Management firm, the Board if self-managed, or the Facility Manager. Seek direction from a Board member or HOA management firm who is the appropriate contact.

- J. Insurance. For any insurance claim involving an individual unit, owners are responsible for repair costs up to and including the Association's insurance deductible, **IF THE HOA IS RESPONSIBLE** for the damage. All owners are required to have a homeowner's insurance policy that is adequate to cover the HOA deductible or sufficient funds to cover. **Importantly, if the owner's unit or another unit causes the damage to their or other units, then the HOA is not responsible**, and that owner could incur large restoration costs, so ALL OWNERS are encouraged to have their own damage/liability insurance, also with Loss Assessment coverage. See lakeviewdillon.com for more insurance information.

## 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 the current Parking Policies on LakeviewDillon.com.
  - b. **Overflow parking** is available in selected town of Dillon lots. Please contact Town of Dillon for updated overflow parking information. <https://www.townofdillon.com/town-government/departments/police/traffic-parking>.
  - c. 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.
  - d. **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.
  - e. All vehicles must be removed from the parking lot on the days of **snow removal**. The property manager and the company removing the snow will make the decision for snow removal. Refer to the current parking policy and/or snow removal policy. 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.
  - f. **No vehicle repairs** are permitted on the premises. This includes oil changes.
  - g. A vehicle must not take up more room than one (1) parking space.
  - h. LKVA is not responsible for any damage done to vehicles parked on the premises.
  - i. 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, walkways, 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 quiet hours (10:00 pm to 8:00 am).
- b. To protect the peaceful enjoyment of the units, people not residing in a condo unit should not loiter or smoke or talk loudly in front of or near the windows or doors of a unit they are not residing in.
- c. The use of common area electricity outlets for personal use is prohibited.
- d. Damage to common areas and the cost of repair will be charged to responsible owner/guest/tenant.
- e. 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 may 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.
- f. **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, or as posted.
- g. **Smoking is not permitted** anywhere in the indoor common areas, or outdoors on the walkways by the units, but is allowed in the parking lot and rear yard but not within 25' of any doors or windows.
- h. **No loud, abusive or drunken behavior or use of illegal substances** is allowed.
- i. Hallways, walkways, stairwells or any other common elements are not to be used for storage of bicycles or any other personal belongings, and shall not be obstructed in any way or used for any purpose other than entering or departing the unit.
- j. No trash or garbage may be stored, even temporarily, anywhere on or within any common area.
- k. **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 or gas grills are to be used and stored only in the common area behind building B (smaller building) or near the end of the larger building to the right of unit 101. Any burning restrictions must be followed per State or local ordinances.
- l. **No weapons including firearms**, air guns, sling shots, bows and arrows, may be fired or discharged on the premises.
- m. **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.
- n. Any damage or cleanup caused by repairs or alterations to individual units is the responsibility of the owner.
- o. Littering or throwing of any objects from balconies or windows is not permitted.
- 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, or as posted
- 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 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. Long-term tenants with animals protected under Local, State and/or Federal regulations such as the Americans with Disabilities Act or Fair Housing Act, must provide information to Owner about the animal when applying or obtaining such animal, and the Owner shall provide such information to the BOD or Management firm for approval.
- 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** or animals in all common areas. Owners will be charged for repairs or damages caused by animals.
- 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.
- f. Any damage caused by an abandoned, mistreated, dangerous or loose pet or animal will be the sole responsibility of the owner.
- g. Pets or animals may not be tied, attached, 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 or animal 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. All units must have a **fire extinguisher, smoke alarm within 15' of each bedroom and a carbon monoxide detector** if there is a fireplace, or more if local or State laws require them.
- c. **Noise-** 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 when prolonged noise generated within might disturb those in other units.
- d. 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. Large items like furniture, mattresses, tires, etc. cannot be left by the dumpster. They must be disposed of elsewhere. The current closest location is towards Keystone at the SCRAP- Summit County Resource Allocation Park (Landfill).
- e. **Comcast Cable and Internet:** The HOA provides cable TV and basic internet to one outlet in each unit (possibly more). Comcast provides each unit one digital receiver, one remote control, and one internet modem. Any additional services or equipment will be the responsibility of the resident. The HOA owns the boxes (receiver, modem and remotes). Should a Unit sell, it is up to the buyer and seller to ensure all boxes and remote are accounted for and remain in the unit. The same holds true if the unit is rented and there is a change in tenancy. Owners are solely responsible to replace the digital cable boxes, modem and remote if they are missing.
- f. **Heating Timers:** Each unit has an HOA owned and required timer that opens the heating zone valve in each unit in the cold months about 3 times/day for a few minutes to circulate the water and prevent freezing in the exterior walls. The facility manager will turn on the timer in the fall and off in the spring. This timer is not to be removed and must be reported if it isn't operating.
- g. No **advertisements/signs** of any kind can be displayed from unit windows, balconies or anywhere else on the premises. Current law may allow the displaying of the United States flag.
- h. The **number of occupants** allowed to reside in any unit for a period of thirty (30) days or more is restricted to:
  - 1 bedroom unit - 2 people
  - 2 bedroom unit - 4 people
  - 3 bedroom unit - 6 people
- i. The **number of occupants** allowed to reside in any unit for a period of less than thirty (30) days is restricted to:
  - 1 bedroom unit - 4 people
  - 2 bedroom unit - 6 people

3 bedroom unit - 8 people

- j. 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 in the ByLaws. 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.
  - k. 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.
  - l. Keys will not be provided to guests or tenants by the property manager without prior arrangement and proper identification.
- F. **Remodeling/Updating Units** – for current policy check out website and **New Owner Welcome Info**
- a. The current policies are that:
    - 1. Any new storm doors must be almond color and full or  $\frac{3}{4}$  glass.
    - 2. Front doors must be solid green to match existing paint color.
    - 3. Any new hard-surface flooring must have a sound insulation layer under it if there are units below. The Board may require approval or provide specs.
    - 4. Existing hard-surface flooring must be 75-80% covered with area rugs to absorb sound in living and sleeping areas if there are units below.
    - 5. Work requiring permits must have permits and passed inspections. You must notify the Board if you install a washer or dryer. There may be a future utility surcharge for units with a washer and dryer.

G. **Renting of Units- 30 days or more**

- a. Owners or their agents are highly encouraged to have written leases, check backgrounds of applicants for the safety of our residents, include the House Rules and Parking Policy as addendums to the lease, and no pets allowed. Also owners and agents are advised to consider having Tenants sign that they will be responsible for paying any HOA fines to the Owner that they caused.
- b. Owners are also encouraged to provide information like that in the current “New Owner Welcome Packet/Info” of where extra parking is located, what can be allowed in the dumpsters, where recycling is located, no mail delivery and establishing a PO Box, etc. Unfortunately, when these tenants leave they often put furniture and other large items by the dumpsters that are not allowed.

#### **H. Renting of Units- short term less than 30 days**

- a. Owners or their agents are required to abide by all local and State ordinances regarding short term rentals, the collection of sales and lodging tax and acquire the appropriate licenses. Refer to the Town of Dillon website for more information.
- b. Renters must be told about no pets allowed.
- c. Owners or their agents are highly encouraged to have critical information easy to find in a binder or on placards about building address (390 on the large building for local deliveries even though it's not the legal address), location of laundry, clubhouse and dumpsters, quiet hours, parking and parking passes, free town lots and removing vehicles for snow plowing.

#### **I. 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 or writing. The current Bylaws state that complaints must be in writing. 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, linens, key access).
- g. The property manager is not responsible for showing rental or sales properties.

### **III. RESOLUTION OF RULES VIOLATIONS and FINANCIAL PENALTIES**

(This section has been removed. Refer to the current ByLaws.)

**ADOPTED BY THE BOARD OF DIRECTORS,  
LAKEVIEW AT DILLON CONDOMINIUM ASSOCIATION,**