

Village Center Condominium Association
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villagecentercb.org

**Village Center Condominium Association
Rules & Regulations**

Adopted February 21, 2020

Animals

- 1) No animals or pets of any nature shall be allowed, kept or maintained at Village Center Condominiums, except:
 - a. Each unit owner may keep and maintain one domesticated dog or cat so long as such pet is not a nuisance, obnoxious, or troublesome to any other unit owner or guest. The right to maintain one domesticated dog or cat as herein set forth shall be subject to the conditions within.
- 2) The owner shall assume full responsibility and liability for any damage to persons or property caused by his pet.
- 3) Guests, invitees, and lessees of owner shall not be permitted to keep or maintain any pet on the condominium property, except that owner's immediate family may keep one pet with owner's written permission.
- 4) The above right to maintain one pet upon the condominium property is subject to revocation and termination at any time by the Board of Directors upon their sole determination that such pet is either vicious or is annoying other members or otherwise a nuisance.

Hot Tubs

- 1) Posted Hot Tub hours must be observed.
- 2) The amenities shall be closed during those periods of time when occupancy does not warrant them to be open.
- 3) Glass containers are prohibited in the Hot Tub areas.
- 4) Children under 14 must be accompanied by an adult.
- 5) All guests, owners, and tenants must provide proof of occupancy to use the Village Center amenities. Long term tenants must accompany any guests at all times.

Common Areas / Balconies

- 1) Balconies are considered to be a visual part of the common elements. Consequently, with the exception of appropriate balcony furniture consisting of matching furniture in black or brown metal, plastic resin or dark stained wood, and that balcony furniture must be submitted for HOA approval before placement on the decks or subject to removal at owner's expense, and appropriate grills (see #2 below), these must remain clear of all items.
- 2) Bikes, Skis and other recreational equipment shall not be stored on balconies if such equipment can be seen by others.
- 3) Smokers, charcoal, and other solid fuel burning grills are not permitted in any interior, balcony, or common area. Only table top gas grills equipped with tanks weighing 2.5 lbs. or less (water weight, which is approximately 1 lb. in gas weight) are allowed on unit decks.

- 4) Common areas must remain clear of personal property at all times – passenger vehicles with valid parking permit and in authorized parking areas are accepted. Common areas include but are not limited to: parking lot, hot tub, perimeter of the buildings, common area hallways and stairs.
- 5) Common areas will be used in a manner respecting the rights and privileges of other owners, tenants, and guests in accordance with the Association’s governing documents.
- 6) No trash, debris, or refuse shall be deposited in the common areas, except inside the trash containers provided by the Association.
- 7) Any damage to common area property caused by the owner or owner’s guests shall be repaired at the expense of that owner.

Parking

- 1) All authorized vehicles must be properly permitted by Association management prior to parking in the parking area. Permits must be appropriately displayed for easy viewing. Owners may provide a paper copy of the HOA issued permit to short and long term renters, provided that the dates of occupancy are included on the copy.
- 2) No residential unit may have more than one (1) vehicle on site at any one time.
- 3) No motorized vehicles shall remain parked upon the property unless the same is in good working order and used for actual transportation.
- 4) No unit owner, guest, invitee or lessee shall park his motor vehicles on, or in any way obstruct free and unlimited access by the owners, guests, invitees or lessees of any other condominium unit.
- 5) Parking in non-designated areas may subject the offending vehicle’s owner to fines and/or towing.
- 6) After a snow storm of more than 6”, vehicle(s) are required to be moved to a plowed area within 12 hours of the snow storm so that all areas may be plowed.
- 7) All vehicles must be moved a minimum of once every seven days, or more frequently, as requested by the Association or by the property manager for snow removal or parking lot maintenance purposes. If possible all signage informing the plan to plow the entire parking lot shall be posted at each common entry at least 1 day before the vehicles are required to move from the parking lot.
- 8) No recreational equipment shall be parked, stored or maintained by any unit owner in the parking areas of the Association. Recreational vehicles and equipment is defined as boats, campers, trailers of every nature and description, tents or other similar equipment or devices.
- 9) No commercial vehicles and no trucks shall be parked in any parking areas within the condominium property except when temporarily engaged in transport to and from a condominium, or as contractors for specific unit or HOA repairs. For the purpose of this rule, a ¾ ton or smaller vehicle, commonly known as a pickup truck, shall not be deemed to be a commercial vehicle or truck. The exception to this rule is an emergency vehicle meeting ALL of the following criteria:
 - a) Any unit owner required by his or her employer to have an emergency vehicle at his or her residence during designated times;
 - b) The vehicle weighs 10,000 pounds or less;
 - c) The unit owner is a member of a volunteer fire department or an emergency service provider;*
 - d) The vehicle has an official emblem or visible markings of an emergency service provider; and

- e) Parking the vehicle will not obstruct emergency access or interfere with the reasonable needs of the other residents who use the community's driveways and parking.

Condominium Units

- 1) Unit owners may display American flags, no larger than 40 square feet, in windows and on decks if the display complies with the Federal Flag Code, 4 U.S.C. sections 4 to 10. Owners may also display Service Stars in windows of their units. Political signs** 6 square feet or less may be displayed in unit windows not more than 30 days prior to election and must be removed no later than 3 days after election.
- 2) Owners must provide proof of liability and content insurance for their interior space of their condominium to the association, through the managing agent, annually or more frequently if changes are made to the homeowner's policy.
- 3) In the event of any situation causing damage to a neighboring condominium or association common element, management must be notified immediately in order that they attest to proper mitigation of the affected property. Any damage caused by the owner or owner's guests shall be repaired at the expense of that owner.
- 4) Upon re-keying, altering, or replacing unit entry locks, a new pass key shall be provided to the Association's management company within 48 hours.
- 5) Each owner and the occupants of a condominium unit shall maintain or cause to be maintained, in good condition and repair, his condominium unit and all of the fixtures therein, and shall promptly pay all charges for utilities separately metered to such unit.
- 6) No owner may install any plumbing, wiring or air conditioning equipment, except with the prior written approval of the Board of Directors.
- 7) No home occupations of any nature shall be allowed within Village Center Condominiums, and no signs, advertisements, or notices shall be exhibited, inscribed, painted or fixed on any part of the outside or inside of the buildings by any owner.
- 8) As of 11/2018 the unit fireplaces are condemned. It is forbidden to use the unit fireplaces until further notice. This is a building and personal safety issue.

Condominium Renovations

- 1) No owner may renovate plumbing, wiring or air conditioning/heating equipment without the express written approval from the Management Company.
- 2) Paint should always be tested for lead.
- 3) Items within the condominium such as, but not limited to, flooring, sheetrock, sheetrock tape should be tested for asbestos before any work begins.
- 4) Work that involves water to be shut off to the unit: Since most units do not have a unit isolation valve water shut off to a unit shutting off the water is only to be done during the shoulder season: October 1 to November 15th and April 10 to May 15th unless there is an emergency. To shut off a unit's water involves shutting off the water to the entire building. There will be a charge to the unit for the HOA property Manager to shut off the water to the building. If a unit owners wants the water shut off they are required to install a unit isolation valve inside their unit during the same time period.
- 5) Before *any* construction is to begin the homeowner or their agent is required to send a written letter to the Management Company, specifying - in detail - the extent of the project with a beginning date as well as an ending date of the project. Construction can only begin *after* the owner receives written - and signed - permission from the Management Company. Construction request letters can be mailed to Property Manager, P.O. Box 5066, Mt. Crested Butte, 81225.

- 6) Owner, and/or their agent, agrees that any and all construction within their condominium will be completed within a six month time period, unless written permission to continue construction past the six month period is granted through the Management Company.
- 7) Any Plumbing, Electrical, or Structural modifications within a unit is required to have all necessary building permits (as per local building codes), and any necessary inspections completed in a timely and legal manner.
- 8) All construction contractors and subcontractors are required to have liability insurance and a Declaration of Independent Contractor Status Form (also known as, Worker's Comp Form). Proof of current liability insurance and the Worker's Comp Form is to be completed and included with the construction request letter.
- 9) Absolutely no homeowner or tenant is to perform any maintenance and/or construction on any common areas, nor use any part of the common area for personal construction work, or use any common area electrical power.
- 10) The owner is required to supply a construction dumpster at the owners expense. Such dumpster shall be covered at all times. Any trash that overflows from the dumpster is the responsibility of the owner. If any trash outside the dumpster is not disposed of properly the HOA management company will remove the trash at the owner's expense. All dumpsters are to have the homeowner's condo number and direct contact phone number located on or near the dumpster. If the owner does not furnish their own dumpster, then all construction debris has to be removed immediately from the Village Center property by the owner, and/or their agent, at the owner's expense.
- 11) Absolutely no construction debris is to be placed in the Village Center common dumpster. Waste Management will charge a hefty fine for any construction material found in the common dumpster. *Please help keep your HOA dues down by not disposing of any construction material in the Village Center (Axtel and Emmons) common dumpster.*
- 12) No construction materials, tools, or debris is to be stored or placed in Village Center common areas (i.e. hallways, parking lots, etc.) for any duration.
- 13) At the request of the Board of Directors and/or their agent, the owner will grant access to the construction project within 24 hours of the Boards and/or agents request.
- 14) Renovations, which emit noises or odors, shall be restricted to performing the work between 8:00 AM and 8:00 PM Monday – Friday. Reasonable work ethics shall be followed at all times during the renovation.

Utilities

- 1) No owner shall allow the ambient temperature in such owner's unit to fall below 50 degrees Fahrenheit.
- 2) Electric service shall be maintained to each unit between October 1 and June 1.
- 3) In order to prevent sewer gas from accumulating, each owner shall arrange to exercise water taps, flush toilets and fill p-traps at least once per month when the unit is unoccupied.

General

- 1) Owners who rent their condos are responsible for informing their tenants of the Rules and Regulations.
- 2) No obnoxious or offensive activity of any nature shall be maintained or allowed within Village Center Condominiums and each unit owner, guest, invitee or lessee shall occupy and use the condominium unit in a manner that is not offensive to the other unit owners, guests, invitees or lessees.

- 3) Unreasonable noise between the hours of 10:00 PM to 8:00 AM that is disturbing to others is expressly prohibited. Such noise includes, but is not limited to music, loud conversation, television or radio sound, automobile horns and engine noises.
- 4) No activity shall be carried on within any unit, or limited common, or common area which maybe an annoyance or nuisance to the other owners or other persons.
- 5) The Rules and Regulations are adopted under authority of the Colorado Common Interest Ownership Act (Article 38-33.3 of the Colorado General Statues), Senate Bill 05-100 and Article IV section 2(b) of the By-Laws of the Village Center Condominiums
- 6) Each owner, guest, invitee, and lessee shall comply with and abide by all Rules and Regulations set forth above and as the same may be amended or adopted by the Board of Directors from time to time. The above Rules and Regulations shall in no way amend or alter the Articles of Incorporation, Condominium Declarations or Bylaws of the Association, but shall only be supplemental thereto.
- 7) Any fines, charges, or penalties imposed by the Board of Directors shall be and constitute an assessment against the unit and the Association shall have a lien and all legal rights and remedies therefore.

Fines and Corrective Actions for Rules Violations

- 1) Violation(s) of the above Rules and Regulations by Owners, Guests of Owners, or Renters, long term or otherwise placed in a condominium unit by the owner or an agent of the owner may result in the issuance of reasonable fine(s) and/or or costs for corrective measures taken by the Management Company assessed to said owner. Before any fine is imposed, the Board of Managers, through its Managing Agent, shall give written notice of a hearing before the Board of Managers, to be held no less than thirty (30) days from the date of such notice. The notice shall be deemed properly given when mailed, postage prepaid, to the owners last known address. The notice shall provide the alleged violation(s) enumerated, the proposed fine, the date and time of the hearing, the place of the hearing (including the possibility of having the hearing by telephonic means). The Owner so noticed may be present and shall have the opportunity to be heard at said hearing or may have a designated person as their representative at said hearing. If the notice is to be by telephonic means, the owner or its representative must supply to the Managing Agent a telephone number where said person may be reached no later than 72 hours before the time of said hearing. Appeal from any decision of the Board of Managers by the Owner shall be to the Gunnison County Court or District Court of the State of Colorado depending on the amount of the fine and the jurisdictional requirements of each Court.
- 2) The Condominium owner is solely responsible for fines and costs associated with corrective measures being taken; no matter whether the violations were committed by the unit owner, guests, invitees or lessees.
- 3) If the costs for the corrective measures or the assessed fines are not paid within 30 days, the dollar amount will be added to next dues statement of the violating unit owner. These costs and/or fines will be subject to the same finance charges and property liens as delinquent dues and other assessments.
- 4) Corrective actions and time limits to complete any work will be given to the owner of the offending condo by the Board of Directors or the Management Company.
- 5) For each day, or part thereof, for violations to the above Rules and Regulations, the Board may, after notice and an opportunity to be heard, levy a fine of up to \$100.00 per day.

* "Emergency Service Provider" The statute defines as "a primary provider of emergency firefighting, law enforcement, ambulance, emergency medical, or other emergency services." * "Political Signs" A sign that carries a message intended to influence the outcome of an election, including supporting or opposing the election of a candidate, the recall of a public official, or the passage of a ballot issue."