

PARK MODERN CONDOMINIUM ASSOCIATION
Evans Road
Basalt, Colorado 81621

Rules and Regulations
21 September 2020

We welcome you to Park Modern! As an Owner or tenant at Park Modern, you share with your neighbors a unique living experience situated in the Willits neighborhood of Basalt, Colorado. We are a private condominium association governed by our own declarations and bylaws, which are in turn supplemented by these Rules and Regulations. As such, the documents define the responsibilities and conduct for all of us that share the Park Modern community. The Rules and Regulations are a synopsis of many of the requirements found in the *Condominium Declaration for Park Modern Condominiums* and are a furtherance of their intent. (It is a great idea to familiarize yourself with all of these documents.) In combination, the documents are meant to ensure your and our continuing enjoyment of all that Park Modern has to offer.

1. SOME GENERAL INFORMATION

- a. The Association is comprised of multiple units in multiple buildings within Parcels 4C and 4D of the Sopris Meadows II Subdivision, Basalt, CO 81621. We are in Eagle County.
- b. We elect our own Board of Directors from our building's owner membership and the Board manages the Association affairs on behalf of our Unit Owners.
 - i. The Board of Directors may be contacted through the Property Manager (contact information below).
- c. Annual Meetings are to be held in February. Periodically scheduled Board meetings are held throughout the year.
- d. The Board, on behalf of the Association, retains the services of a professional management company to handle the day-to-day operations of the Association.
 - i. **Property Manager contact info:**
The Romero Group
Rob Leisure
970-273-3100 Ext. 134
- e. Unit Owners, tenants and guests must not give work instructions to any Association service contractor (i.e., landscaper, snowblower, etc). This requirement is not intended to reduce or refuse service; it is simply an administrative necessity for property management contractual agreements. All service contractor requests must be put in writing and delivered to the Property Manager. See Owner Landscape Request Addendum.
- f. Each Unit Owner or resident is obligated to report to the Property Manager in writing any perceived need they see for repairs of Common and Limited Common Elements of the condominium property.
- g. A master policy for insurance coverage is purchased by the Association specifically for common areas. Each Unit Owner must obtain insurance at their

own expense affording coverage upon the Unit, personal property and for his/her personal liability.

- h. The Association and the management company do not have the responsibility for law enforcement. The responsibility for dealing with suspicious or criminal activity remains exclusively with the **Basalt Police Department (970) 927-4316**.

2. A FEW DEFINITIONS

- a. "Common Element" means all parts of the property, grounds, improvements, which are not included within a Unit or a Limited Common Element.
- b. "Limited Common Element" means that portion of the Common Elements allocated by the Declaration or the Condominium Map for the exclusive use of a single Unit.
- c. "Unit" means a physical portion of the property designated for separate ownership and shall refer to any of the numbered Condo Units, Parking Space Units and Storage Space Units shown on the Condominium Map.

3. PEACE AND QUIET

- a. Residents must refrain from any activity that creates a nuisance.
- b. Residents and guests shall exercise reasonable care to avoid making any loud, disturbing, or objectionable noises, including but not limited to musical instruments, radios, stereos, television sets, amplifiers, hard edged shoes, dog toe nails, impact exercises, mechanical equipment, loud voices, and movement of furniture.
- c. Playing games of any sort is prohibited on all Common Element areas (i.e. driveways, grass, landscaping, and parking areas).
- d. Skateboard ramps and using skateboards are prohibited from the condominium property.
- e. The riding of bicycles, snowmobiles and other vehicles is prohibited on condominium landscaped and paved areas and equipment must be stored in the garage.
- f. Persons may be removed from any common area by the Property Manager or police if requests for discontinuing a disturbance or noise are not complied with in a timely manner.
- g. Fines may be levied through the complaint process (see 10 and 11) for any disturbance that occurs more than once in any 24-hour period for more than 10 minutes from 8:00 AM to 10:00 PM or for more than 5 minutes from 10:00 PM to 8:00 AM.
- h. Smoking: There shall be no smoking, inhaling, exhaling, burning, or carrying of any lighted or heated cigar, cigarette, or pipe, or any other lighter of tobacco, marijuana, or other plant product in areas designated as common elements or limited common elements including but not limited to hallways, walkways, stairways, balconies, decks, patios, landscaped areas, parking units, or storage units. Nor shall cigars, cigarettes, and other smoking materials be extinguished or thrown in areas designated as common elements or limited common elements.
- i. Leasing: Owners may lease their Unit for not less than 30 days (or as amended in the Condominium Declaration) to any one Lessee, and leases must not be for a room or rooms less than the entire Unit. Parking spaces and storage units

may be leased or rented only to Lessees of the respective unit. All leases must be registered with the property manager. Advertising must include minimum stay requirements.

- j. The secondary fire stair and the fire exit from the garage are for emergency use only and are not to be used otherwise.
- k. All units should be accessed from the interior public hallway and not via the exterior common area open spaces.

4. THE PARK MODERN GENERAL ENVIRONMENT

- a. Any Common Element sidewalks, driveways, entrances, halls, stairways and passageways shall not be obstructed or used by any person not authorized by the Association for any other purpose than ingress and egress from the units.
- b. Except as the areas termed as Limited Common Elements, no article shall be placed on or in any Common Element area except for those articles of personal property which are the common property of all the Unit Owners.
- c. To preserve Unit privacy, Common Element lawn and landscape areas are for passive enjoyment and are not for perambulation and should not be otherwise physically occupied.
- d. All items left unattended in Common Element areas may be removed, disposed of, or stored by the Property Manager at the Owner's expense. In the event a condition is not cleaned by the resident within 48 hours of notification, the HOA has the authority to clean the condition and shall charge the homeowner for the service plus reasonable interest.
- e. Recreational equipment, which cannot be returned to the interior of the Unit or an Association designated area each nightfall, is prohibited from Common and Limited Common Element areas.
- f. Lawn ornaments and/or lawn furniture must not be placed in Common Element areas. Landscape service contractors will not accept the responsibility of moving the personal property of residents to facilitate grass cutting.
- g. Neither the Association nor the Association's service contractors will be held responsible for maintenance, repair or replacement of a resident's personal property in Common Element areas.
- h. Patios and decks
 - i. Patios and decks shall be used only for the purpose intended and shall not be used for household articles, laundry, or other items.
 - ii. They shall be kept free from unsightly storage including sports and recreational equipment. They are not for long-term storage.
 - iii. Wind chimes are not allowed.
 - iv. Association approved gas and electric grills are allowed but must adhere to Association specifications. Grills are to be used for short term cooking and not extended smoking and curing.
 - v. Hot tubs and spas are not allowed.
- i. Decorations and lights (including holiday decorations and lights) are not allowed on or attached to any exterior surface of a Common, Limited Common Element, Unit; or on or within 12" inches of the interior surface of any window or door.
- j. All windows and doors may be covered only from the interior and only by shades, drapes, blinds, or shutters kept in good repair and sized for the opening. Windows and doors may not be painted or covered by foil, cardboard,

or other similar materials. Ill fitting, unaligned, jumbled, broken, crumpled, or torn window treatments are prohibited. Window treatments as seen from the exterior should be uniform and neutral in appearance, and should not have any patterns, pictures, text or stains.

5. HOME IMPROVEMENTS

- a. Light and nonstructural interior improvements not involving walls are allowed by obtaining all applicable permits, adherence to all local, state, and federal building codes (including handicap accessibility), and registering a construction plan with the Property Manager for approval.
- b. Heavy improvements including changes to walls are discouraged but may be considered for approval by the Association on a case by case basis.
- c. Any changes to the building's exterior are the responsibility of the Association and are subject to requirements of the Park Modern Master Association.
- d. No improvement that degrades the property, particularly sound transmission characteristics and energy conservation, is allowed.
- e. Contracting work may be done between the hours of 8:00 AM and 5:30 PM Monday through Friday and is prohibited on weekends and all National Holidays, except in an emergency and after contacting the Property Manager.
- f. No person unauthorized by the Association is allowed to perform work of any kind upon the building exterior, Common or Limited Common Elements. Such work is the responsibility of the Association.
- g. No person unauthorized by the Association is allowed to install wiring for any purpose including electrical, telephone, or any other similar purpose; or any television or radio antennae, machine, or air conditioning units on or around the exterior of the project, including but not limited to balconies and patios. Exceptions must be expressly authorized by the Association in writing and will require obtaining and adhering to all local, state and federal building requirements.
- h. See Construction Rules and Regulations Addendum.

6. YOUR PETS

- a. All pets must be registered annually with the Association's Property Manager and licensed with the Town of Basalt.
- b. No animals of any kind shall be raised, bred or kept on the Property, except that dogs and cats may be kept, provided that they are not kept, bred or maintained for any commercial purpose and that such pets are at all times under the control of their Owner, well-mannered and behaved; and provided further that, in no event shall any Owner(s) or occupant(s) of any Unit keep more than a total of two (2) such animals, in any combination, at any time, and the combined maximum weight of both pets shall not exceed eighty (80) pounds.
- c. No pet is allowed in Common Areas except that dogs may be walked to and from Units along designated paths, and to perform excrement functions in designated outside areas (the grass strip along Evans Road and the public Park). The pet owner is responsible for immediately cleaning up after the dog. Outside on Park Modern property, dogs must be leashed.
- d. Unit Owners, residents and guests having pets are all responsible for costs to clean up, repair property, or for injury to any person or other pet for actions attributed to their pet.

- e. No animal shall unreasonably disturb a resident. Disturbances may not occur more than once in any 24-hour period for more than 10 minutes from 8:00 AM to 10:00 PM or for more than 5 minutes from 10:00 PM to 8:00 AM.
- f. Should any pet create a problem in any way by having multiple disturbances including running loose, making noise, odors or improper use of balconies or other common areas, the Association has the authorization to issue a warning and fines to that pet's Unit Owner.
- g. Notwithstanding any other provision herein, disabled individuals may keep assistance animals in their units. Furthermore, nothing herein shall hinder full access to the apartments and the common areas by individuals with disabilities.
- h. Pet caregivers shall indemnify the association and hold it harmless against loss or liability of any kind arising from their pet(s).
- i. Only Owners may keep pets. The keeping of pets by tenants is prohibited for leases executed after March 1, 2016.

7. VEHICLES AND PARKING

- a. Parking spaces are designated by Unit and should be used only by those in residence. Each Unit may not have more cars on the property than the number of parking spaces attributed to the Unit.
- b. Guest spaces are for short term guests and may not be used by residents. Cars remaining more than 24 hours or abusing the guest spaces may be towed at the owner's expense.
- c. Vehicles with expired tags, flat tires and expired registrations will be towed at owner's expense.
- d. Vehicle repairs including oil changes are prohibited on condominium roadways, parking areas, and driveways.
- e. Owners with vehicles that have leaked or spilled oil or fluids on roadways, parking areas, or driveways must clean the leaks or spills without delay. Efforts must be made immediately to correct the mechanical problem of any vehicle leaking oil or other surface staining fluids. Such repairs must be made within the Unit's garage or off the property.
- f. There is a bicycle room provided in the garage with a coded lock entry. Each Unit has the right to store in this room the same number of bikes as they have assigned parking spaces. Bike owners should provide individual locks for their bikes.

8. YOUR REFUSE AND TRASH

- a. Waste Management services will be provided by the Association for household rubbish removal and recycling.
- b. Household rubbish is to be placed in trash bags and placed neatly in the designated refuse containers on the Garage Level. Likewise, recycling should be placed neatly in their designated containers. Arrangements can be made for extra-ordinary items (including significant quantities of packing material), coordinating with the Waste Management service at an extra charge to the Unit Owner.
- c. Unit Owners and residents must not pour or allow to spill, any oil, solvent or other volatile or flammable material into the storm sewers or common areas.
- d. Littering is prohibited.

- e. Rubbish, debris and any other unsightly materials are prohibited in Common Element areas, Limited Common Element areas and outside Unit areas. Unit trash containers must be kept inside at all times.

9. SIGNAGE

- a. Except for "Unit for Sale" signs, all advertising signs of any nature are prohibited upon any portion of the condominium property, including inside of Unit windows. Until all Units are sold, only the developer is permitted to place "Unit for Sale" signs. After all developer Units are sold, one Master Association approved and professionally printed "Unit for Sale" sign will be permitted.
- b. Only the developer is permitted to place "Unit for Rent" signs.

10. COMPLAINTS

- a. Complaints must be made with a written statement delivered to the Property Manager. The offense shall be described by date, time, place, duration with noise and/or disturbance details.
- b. The Association Board shall determine whether the complaint meets the criteria of a violation and if so, shall issue a notice in writing setting forth the date, time, location, duration with the fines and any other specifics necessary to inform the offender of the offense.
- c. Unit Owners and residents shall be provided ten days from the date of issuance of the notice to contest the Board's action in writing.
- d. The Association Board shall hear the contested notice at the next Board meeting and either decide the validity of the complaint or schedule for further proceedings. The offender and the complainant shall both have the opportunity at said hearing to be present and present evidence as to their position.

11. FINES

- a. The Association has the right to levy fines for infractions to these Rules and Regulations and the Condominium Declarations.
- b. Following one written warning to an Owner or resident, a fine of \$75.00 will be assessed to the Unit Owner. After the first offense, the fine will be increased in \$50 increments. After three offenses, legal action may be taken. The Unit Owner is responsible to pay all fines to the Association.
- c. Life threatening infractions (see item 12) will be fined at \$500 per complaint.
- d. Fines for short term rentals and advertising for rentals under the minimum stay requirements (see item 3i) will be fined at \$350 per day.
- e. All damages to the Common Elements and Limited Common Elements caused by an Owner, occupant, pet or guest must be repaired or replaced at the expense of the Unit Owner or be subject to fines and legal action by the Association.
- f. All fines must be paid within 30 days from date of notification. All unpaid fines will be assessed 18% per annum interest after thirty days.
- g. After thirty days all collection efforts on unpaid fines and expenses will require that the Unit Owner pay any attorney fees and costs incurred by the Association.
- h. Liens may be filed against property if fines and expenses remain unpaid.

12. ACCESS

- a. Unit Owners are required to allow access to their Unit, having been given reasonable notice, for the inspection and maintenance of those elements

common to and affecting all Units. Such elements may include but shall not be limited to items as fire control systems (sprinkling devices, alarm sounders and smoke detectors), cable, telephone, electrical wiring and plumbing.

- b. With regard to the fire sprinkler systems, an annual inspection of these systems is required by the local Fire Marshal. These inspections shall be conducted during the month of October each year. Expenses for these inspections will be in the Association's budget. Any repairs to the system which are considered Limited Common Element shall be borne by the Unit Owner.
- c. Failure to provide access for these inspections constitutes a potential life threat to other Unit Owners and occupants and will result in a substantial fine. If the inspection has not been completed within thirty (30) days after the enactment of said fine, the Board shall be authorized to pursue legal action to have the inspection completed with the Unit Owner being responsible for all costs legal or otherwise associated with such actions.

The foregoing Rules and Regulations are subject to amendment and to the promulgation of further regulations.

Signature: */s/ David Warner, Board President*

Date: 9/21/2020