

# THE NINETEENTH FAIRWAY TOWNHOUSE CONDOMINIUM ASSOCIATION, INC.

## RULES AND REGULATIONS

**Posted: 2/6/2025**

**Adopted: 3/17/2025**

The Rules and Regulations for Nineteenth Fairway Condominiums (the "Rules") have been established by the Board of Directors (the "Board") of The Nineteenth Fairway Condominium Association, Inc. (the "Association"), and apply to all owners, tenants, guests, visitors, and service personnel resident at or entering The Nineteenth Fairway Condominiums complex (the "Complex"). These Rules have been established and will be enforced in order to ensure a quality living experience for all involved. **All individuals and their guests shall abide by these Rules, and all owners are responsible for ensuring that any renters are notified and comply with the Rules as follows. Any questions or concerns regarding these Rules may be presented to the Board either in person or in writing. Management will be responsible for enforcing these Rules on a complaint-driven basis, and will report continued violations to the Board. The Board thanks you in advance for your understanding and compliance.**

### **COMMON AREA:**

1. Any common sidewalks, driveways, entrances, halls, stairways, stairwells and passageways shall not be obstructed or used by any unit owners, his/her family, guests, invitees, licensees, or tenants (hereinafter referred to as "Residents") for any purpose other than entry and exit from the units. **These areas are not to be used for storage of any kind, including, but not limited to, personal items, wood, bicycles, and tires. If Management removes trash/items from a unit's patio, deck or stairwell and a written warning regarding such prohibited trash/items has been previously issued to the owner, the violating owner shall be charged for the costs and expenses incurred by Management in connection with such removal on a future billing statement.**
2. All grounds outside the unit doors are common area belonging to the Association. Any changes to those grounds (including, but not limited to, gardens or planting of trees or shrubs) must receive prior written approval from the Board.
3. Residents shall not use any sidewalks, driveways, entrances, halls, stairways, or passageways as a play area.
4. **Play toys must be kept on the patios and decks when not in use during the summer months and must be placed indoors during the winter months.**
5. Residents are not permitted to perform work of any kind on the exterior building walls or on the general or limited common elements (which include, but are not limited to, exterior doors, decks and patios).

Adopted: 3/17/2025

6. No Resident shall install wiring for electrical or telephone or for any other purposes, nor shall any television or radio antennae, machines or air conditioning units be installed on the exterior of the Complex (including any part of the balcony) or be installed so that they protrude through the walls or the roof of the condominium buildings **Satellite dishes are not permitted to be installed on common elements.**
7. Residents shall refrain from making loud, disturbing, or objectionable noises. Musical instruments, radios, stereos, television sets, amplifiers, and any other instruments or devices should not be used in such a manner as may disturb or tend to disturb Residents of other units. This rule also includes loud automobiles, honking and car stereos. Any outdoor parties must be moved indoors by 9:00 PM.
8. The dumpster is located at the west end of the Complex. The dumpster is to be used by Residents of the Complex only. All trash must be placed in plastic bags that are tied securely to prevent the trash from being scattered when the dumpster is emptied. All trash must be placed in the trash bins and must NOT be left outside the trash containers. Any large furniture, appliances, or other large items of trash must be called in to the applicable waste pickup firm and paid for by the disposing owner. Additional charges incurred by the Association for removal and disposal of large items will be charged to the homeowner.
  - a. The dumpsters are not to be used for commercial dumping or disposing of large objects (construction debris, sofas, refrigerators, water heaters, mattresses, bed frames, chest of drawers, etc.) Any such items must be disposed of in a commercial landfill or other approved facilities by the owner and/or contractor.
  - b. **To prevent a dumpster fire, please ensure that all ashes are at least 24 hours old before disposing of them in the dumpster.**
9. Decks and patios shall only be used for the purposes intended and shall not be used as storage areas. Garments and other articles may not be hung from the balconies to dry and no rugs or other materials shall be dusted, cleaned, or thrown from the windows, decks, or patios.
  - a. The following personal items will be allowed on decks and patios: furniture consisting of outdoor chairs and tables suitable for decks, patios and lawns; firewood; and **ONE propane or natural gas grill. Charcoal or other open flame devices are prohibited.**
  - b. From May 1 to November 1, the following items may also be kept on decks and patios: operable bicycles, hummingbird feeders, and flower boxes that are planted and well maintained.
  - c. **During the winter months, all residents with decks are responsible for keeping them free of snow and ice buildup.**
10. The Association assumes no liability for, nor shall it be liable for, any loss or damage to articles left or stored in any common or other area in the Complex. The Association assumes no liability for, nor shall it be liable for, any loss or damage to vehicles parked in or about the Complex.

11. Any damage to the general common elements or to a Resident's personal property shall be immediately repaired at the expense of the responsible party.
12. Posting signs, petitions, posters or advertisements of any kind are not permitted on Association or Complex property (including the exterior of any unit) without prior written Board approval. One real estate sign may be placed inside the window of the unit being offered for sale.
13. Residents are not permitted to conduct any personal business endeavors on Association or Complex property (including within any owner's unit) which generate customer traffic and/or utilize common elements, facilities, and/or services.
14. Garage and/or yard sales are prohibited.

#### **GENERAL**

- 1. All owners are required to have and must hold in effect homeowners' insurance, which insurance policy must cover the owner's unit as well as any damage caused to other units or common elements of the Association.**
2. All owners must provide access to their unit within 24 hours of notice that entry is needed. It is recommended that owners install an electronic lock box for ease of access. Any damages sustained by the Association which are incurred by failure to provide timely access shall be the responsibility of the owner.
3. Any window coverings or other materials used by a unit owner on all exterior windows shall be well kept and maintained in order to maintain a uniform and aesthetically pleasing exterior for the condominium buildings.

#### **VEHICLES**

1. No vehicle shall be parked in such a manner as to impede or prevent ready access to any entrance to, or exit from, a building. All vehicles shall be parked in the designated parking areas. Any traffic flow markings and signs regulating traffic on the premises shall be strictly observed.
2. The Board has designated parking spaces, in the General Common Element area, pursuant to the plat? Second Supplemental Map recorded September 29, 1977 at Reception No. 156790. Parking at the Complex is limited and all Residents must respect the parking designations as marked and shown on the parking map attached to these Rules as Exhibit A. The Board reserves its rights and power to change any or all parking designations.
  - a. Units 1-18 have the use of 2 spaces per unit
  - b. Units 20, 22, 24, and 26 have the use of 2 spaces per unit
  - c. Units 19, 21, 23, and 25 have the use of 1 space per unit

- d. There are two guest spaces for the use of visitors of Residents only. These spaces are not to be used for extra Resident vehicles and visitor use is limited to 24-hours or less. **Residents may not use guest parking for their personal vehicles.**
3. Any abandoned or inoperable vehicle left in any of the Complex parking areas shall be towed or booted at the owner's expense.
4. No extensive servicing of any vehicle is permitted on the premises.
5. No washing of vehicles on the premises is permitted.
6. Vehicles and/or personal items are prohibited from being stored in the common areas, including the parking lot, at any time. This prohibition includes motorcycles, which may not be stored in the common areas or parking lot during the winter months. Vehicles may not be kept covered except for a windshield cover for ice/snow.
7. No more than ONE vehicle may be parked in a space at a time. Tandem parking is prohibited.
8. The parking of trailers, snowmobiles, and/or boats is not permitted on the property. Motorcycles and all-terrain vehicles may not be stored or parked in front of units or under decks. Campers, oversized vehicles, and recreational vehicles may not be parked on the premises.
9. **During the winter months, all vehicles must be moved from their locations within 24 hours after every snowstorm.**
10. Driving or parking on the grass areas of the Complex to load or unload items is prohibited.
11. All vehicles being kept on the property or in the Complex must be legally licensed with proper insurance coverage and current registration.
12. **All spaces in both parking lots are ASSIGNED USE, marked by numbers or "Guest" designations. Parking in another unit's space will result in fines and/or the vehicles being towed at the owner's expense.**
13. Owners may not grant parking privileges in their designated spaces to any individual who is not staying in the Complex. **There is no day skier parking allowed under any circumstances.**

#### **PETS**

1. All pets, whether such pets are owned by owners, Residents, or guests are subject to the following rules and regulations.

2. Pets are not permitted on any common areas of the Complex, which common areas shall include any of the landscaped areas within the Complex, the landscaped areas adjacent to the Complex maintained by the Association and the parking areas located within the Complex, except when such pet is under the control of the owner, Resident, or guest. Owners are responsible for property damage, injury, disturbance and cleanup from their pets or the Residents' or guests' pets may cause or inflict on the Complex or the common areas.
3. Pets are to be kept on a leash at all times on the Complex or common areas.
4. Any person curbing any pet or allowing their pet to defecate on the Complex or common areas shall be responsible for immediately cleaning up after their pet.
5. No unattended animal shall be allowed to remain tied to, or chained on or to any balcony, deck, patio or other parts of the exterior of any unit, common element, or common area.
6. No animals, livestock, horses, rodents, reptiles, birds, poultry, or insects of any kind shall be raised, bred, kept or boarded in or on the Complex.
7. An owner of a unit may keep up to two (2) dogs or two (2) cats or one (1) dog and one (1) cat or a reasonable number of birds, fish or other bona fide household pets other than dogs and cats, so long as such pets are not kept for commercial purposes, are kept in compliance with applicable rules, statutes and ordinances, are not kept in such number of manner as to create a nuisance to any other owner or Resident residing within the Complex or to wildlife. An Owner's right to keep household pets shall be coupled with the responsibility to pick up and dispose of all fecal matter from such owner's pets (or owner's, Resident's or guest's pets), as well as any costs incurred by the Association because of such pets. The Association reserves the right to adopt additional and more restrictive limitations on household pets.
8. Pets may be kept within a unit if the pet is not a nuisance to other owners or Residents.
9. No owner or Resident shall maintain or keep any pet which, at the sole discretion of the Board, is considered to be a danger to owners, Resident, Management and their staff, owners' agents, guests, invitees or occupants of any unit located within the Complex. If a pet is deemed a nuisance by the Board, the owner shall be given written notice to correct the problem and if not corrected, that owner (or Resident) shall be required to permanently remove the pet from the Complex
10. Pets may not be allowed to defecate on any patio, deck or balcony located within the Complex.

11. Owners shall hold the Association harmless from any claim resulting from any action of their Residents' pets or the pets of their guests or invitees.
12. The Association shall be indemnified by the owner that keeps a pet or for owner's Residents that keep a pet within the Complex, which indemnification shall extend to any loss, claim or damage of any kind or character whatsoever, resulting from keeping or maintaining the owner's pet or owner's Resident's pet on the Complex.
13. All dogs shall be licensed or registered with the applicable local government and all dogs and cats shall be vaccinated as required by law or ordinance.
14. Owners are responsible for any property damage, injury, and disturbance (including noise) caused by their pet or their Residents' pets.
15. Pets of guests, licenses, and invitees are the responsibility of the respective owner and are subject to regulation and direction of the Association.
16. Tenants are permitted to have, per unit, two dogs or two cats or one dog and one cat or a reasonable number of birds, fish or other bona fide household pets other than dogs or cats provided they have fulfilled, as conditions precedent, the following two requirements:
  - a. Tenant has received the prior, express, written permission of the owner of the unit and such written permission is communicated to Management; and
  - b. Tenant has registered th pet and their rental lease with management.
17. Violations of any part of this pet policy shall be addressed in the manner set forth in the Enforcement Policy.
18. If, at any time, two or more written complaints are received about a pet, the Association may contact the Eagle County Animal Control Department and apprise them of the situation so they can bring the owner and/or Resident and the pet into compliance with their ordinance. If a pet is found at large (not in the company of its owner), the pet may be taken and held for Animal Control to pick up.

**MODIFICATION, AMENDMENT, REPEAL, AND RE-ENACTMENT:**

1. The Association reserves the right, at any time and from time-to-time, to modify, amend, repeal or re-enact these Rules in accordance with the Declarations, Articles of Incorporation, Bylaws, and applicable law.

**THE NINETEENTH FAIRWAY TOWNHOUSE CONDOMINIUM ASSOCIATION, INC.**

a Colorado non-profit corporation

Adopted: 3/17/2025

By: The Nineteenth Fairway Board of Directors

---

Adopted: 3/17/2025