

**THE NINETEENTH FAIRWAY TOWNHOUSE CONDOMINIUM ASSOCIATION INC.**  
**RULES AND REGULATIONS**  
Revised and Effective As Of June 1, 2014

The Rules and Regulations for Nineteenth Fairway Condominiums (the "Rules") have been established by the Board of Directors (the "Board") of The Nineteenth Fairway Townhouse Condominium Association, Inc. (the "Association") and apply to all owners, tenants, guests, visitors, and service personnel residing 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 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 owner, 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 the next monthly billing.**
2. All grounds outside the units' 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, decks and patios).
6. No Resident shall install wiring for electrical or telephone installation 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**

**may be installed only with the prior written approval of the Board and may be restricted in size or otherwise in the sole and absolute discretion of the Board.**

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 P.M.**
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 pick up firm and paid for by the disposing owner.
  - 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 facility 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 windows, decks, or patios.
  - a. The following personal items will be allowed on decks and patios: furniture consisting of chairs and tables suitable for decks, patios and lawns; firewood; and **ONE propane or natural gas grill. No charcoal grills are permitted.**
  - 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 kept.
  - 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.
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 homeowner's 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. Management shall try to retain a key to each unit. No owner shall alter any lock or install a new lock on any door leading into a unit without immediately providing a new key for Management's use.
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 following vehicle to unit identified with assigned parking signs MUST be adhered to due to the shortage of parking spaces:
  - a. Units 1-19 have 2 spaces.
  - b. Units 20, 22, 24, and 26 have 2 spaces.
  - c. Units 21, 23, and 25 have 1 space.
3. Any abandoned or inoperable vehicle left in any of the Complex parking areas shall be towed 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.

7. 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.
8. During the winter months, all vehicles must be moved from their locations within 24 hours after every snowstorm.
9. Driving on the grass areas of the Complex to load or unload items is prohibited.
10. All vehicles being kept on the property or in the Complex must be legally licensed with proper insurance coverage.
11. **All spaces in the inner lot are ASSIGNED marked by numbers painted on the asphalt. Parking in another units' space will result in fines and/or the vehicle being towed at the owner's expense.**

#### **PETS:**

1. All pets that are kept on or in the Complex, 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 their pets or their 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 the common areas.
4. **Any person curbing any pet or allowing their pet to defecate on the Complex or the 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 or 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 as a result 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, Residents, 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, licensees, 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 (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 provided that 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. The tenant has registered the pet and their rental lease with Management.
17. Each Owner shall be charged a tenant pet fee (the "Tenant Pet Fee") of \$50.00 per month (or portion of any month) per dog or cat kept by their Tenant, which Tenant Pet Fee shall be deemed to be additional Common Expenses as defined in the Declaration and shall be a burden running with, and a perpetual lien in favor of the Association upon the owner's unit and shall attach without notice at the beginning of the first day of any period for which any Common Expense assessments are levied. Collected Tenant Pet Fees will be used for the maintenance and replacement of the landscaped areas of the common areas and for any necessary pet

cleanup costs. The funds received by the Association as Tenant Pet Fees will be commingled with the operating funds of the Association, but accounted for in a separate line item in the Association's annual budget.

**18. Payment of a Tenant Pet Fee (or fine) does not obviate the responsibility to clean up after pets.**

19. Violations of any part of this Pets policy shall be addressed in the manner set forth below for violation of the Rules.

20. If, at any time, two or more written complaints are received about a pet, the Association shall 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.**

**SWIMMING POOL:**

1. The Association does not provide a lifeguard for the pool. Anyone entering the pool area does so at their own risk.
2. Children under the age of twelve (12) years of age must be accompanied by an adult (over the age of 18) while in the pool area.
3. The pool is for the exclusive use of the Association's Residents and their accompanied guests. During the summer, the pool is open from 8:00am to 9:00pm or at other hours as the Board may from time to time post and set.
4. Loud music or noise, obnoxious behavior, and offensive activities are prohibited in the pool area.
5. Pool users must abide by the rules posted in the pool area not only for their own safety but also in order to avoid issues with public health, the law, and insurance regulations. These posted rules include, but are not limited to:
  - a. No animals in the gated pool area.
  - b. No glass containers are allowed. Please use plastic cups or cans for drinks.
  - c. No horseplay or rough play.
  - d. No parties without prior written approval from one of the Board members or Management.

**VIOLATIONS/FINES:**

1. Residents in the Association are obligated to be aware of and adhere to the Rules that the Association's Board may from time to time adopt. Owners shall be held responsible and liable for the breaches, violations, and other actions of the tenants, guests, invitees, and/or occupants of their unit.

2. In cases where owners and Residents violate such Rules, the Board is authorized by the governing documents of the Association to enforce all rules, regulations, policies, and procedures. Enforcement may include monetary penalties and/or suspension of member rights granted under the governing documents of the Association.
3. Enforcement Procedure. The Board may not impose fines, suspend voting, or suspend any rights of an Association member or other Resident of the complex for violations of the Rules unless and until the Association has sent or delivered written notice to the owner and/or Resident as provided below. However, compliance with the notice and hearing procedure set forth below is not required for the following: regular or special assessments, late charges, interest, fees, attorney fees, costs, expenses, or other charges imposed in connection with delinquent regular or special assessments; self-help remedies as provided in the Declaration and these Rules; and legal action.
  - a. Complaint(s). Any owner or Resident within the community may send, via either e-mail or regular mail, the Association a formal, written complaint of a violation of the Rules, with as much information as is known. Complaints may also be initiated by Management or any member of the Board. Complaints that cannot be independently verified by a Board member or Management must be in writing. The Board has no obligation to consider oral complaints or anonymous complaints. The Board shall have the authority and sole discretion to determine whether a written complaint is justified before continuing with the Notice and Hearing Procedure.
  - b. Notice of Alleged Violation. A Notice of Alleged Violation of any provisions of the Rules shall be provided in writing to the applicable Owner as soon as reasonably practicable following the receipt of a complaint or discovery by the Board of such violation. The Board may also, at its option, provide a copy of such Notice to any non-Owner violator. The Notice shall describe the nature of the violation and the possible fine that may be imposed, the right to request a hearing before the Board to contest the violation or possible fine, and shall further state that the Board may seek to protect its rights as they are specified in the Rules and Regulations. All Notices shall be delivered by messenger or sent by e-mail or first class mail.
  - c. Request for Hearing. If an owner desires a hearing to challenge or contest any alleged violation and possible fine, or to discuss any mitigating circumstances, the Owner must request such hearing, in writing, within five (5) business days of the date of the Notice of Alleged Violation. The request for hearing shall describe the grounds and basis for challenging the alleged violation or the mitigating circumstances. In the event a proper and timely request for a hearing is not made as provided in these Rules, the right to a hearing shall be deemed forever waived. If a hearing is not requested within the five business day period, the Board may determine if there was a violation based upon the information available to it, and if so, assess a reasonable fine as set forth in the fine schedule, within such time as the Board determines. The Board shall give written notice of said fine to the applicable owner.
  - d. Board of Directors to Conduct Hearing. The Board shall hear and decide matters set for hearing pursuant to the procedures set forth in these Rules. The Board may appoint an officer or other owner to act as the Presiding Officer at any of the hearings. After giving the applicable Owner reasonable opportunity to be heard on the matter at hand, the Board shall determine whether a violation exists and impose fines as appropriate.

- e. Conflicts. Any Board member who is incapable of objective, impartial, and disinterested consideration of any matter coming to hearing before the Association shall disclose such to the President of the Association prior to the hearing on the matter, if possible, or, if advance notice is not possible, then such disclosure may be made at the hearing, and the Board member must be disqualified from all proceedings with regard to the hearing. If disqualification of any Board member(s) results in an even number of remaining Board members eligible to hear a case, the Presiding Officer may appoint an Association member, in good standing, to serve as a voting member of the hearing board.
- f. Hearing. The Board shall inform the owner of the scheduled time, place, and date of the requested hearing by mail, e-mail, personal delivery, or other means. The Presiding Officer may grant continuances for good cause. At the beginning of each hearing, the Presiding Officer shall establish a quorum, explain the rules, procedures and guidelines by which the hearing will be conducted, and may introduce the case before the Board. The complaining parties and the owner shall have the right, but not the obligation, to be in attendance at the hearing. Each party may present evidence, testimony, and witnesses. The decision of the Board at each hearing may be based on the matters set forth in the Notice of Alleged Violation and Hearing, Request for Hearing, and such evidence as may be presented at the hearing. Unless otherwise determined by the Board in accordance with the terms of CCIOA, all hearings may be open to attendance by all members of the Association. If a complaining party is unable to attend the Hearing, he or she may instead submit a letter to the Board explaining the basis of the complaint.
- g. Decision. After all testimony and other evidence has been presented to the Board at a hearing, the Board shall render its written findings and decision, and impose a reasonable fine, if applicable, within such timeframe as the Board may determine after the hearing. A decision, either a finding for or against the owner, shall be by a majority vote of the Board or hearing body (provided that a quorum is present). The Board may also issue and record a Notice of Violation with the Clerk and Recorder. Upon notice of satisfactory compliance with the Rules, the Notice of Violation may be released by the Association issuing and recording a Release of Notice of Violation.

4. Fine Schedule and Costs/Attorney Fees.

- a. Fine Schedule. The following fines are guidelines for violation of the provisions of the Rules:
  - i. Violations, including those of the same nature which occur once or several times with a period of time between violations:
    - 1. First violation -----Warning letter
    - 2. Second violation -----\$100.00, or as the Board determines
    - 3. Third violation -----\$200.00, or as the Board determines
    - 4. Subsequent violations -----\$300.00, or as the Board determines
    - 5. Continuing violations-----\$200.00/day, or as the Board determines
- b. Reserved Rights:
  - i. The Board reserves the right to fine for first violations of rules that involve health and safety issues and other violations where a warning may not be deemed necessary or suitable by the Board in its sole and absolute discretion.



- ii. Additionally, the Board reserves the right to levy fines in excess of the above-referenced schedule, if the fines set forth in this schedule are not likely to provide effective incentives to induce compliance with the Rules.
    - iii. The Board may establish the amount of the fine within or outside of the above ranges based upon the nature and severity of the violation, as determined in the sole and reasonable discretion of the Board.
    - iv. The Board may waive all, or any portion, of the fines if, in its sole and reasonable discretion, such waiver is appropriate under the circumstances. Additionally, the Board may condition waiver of the entire fine, or any portion thereof, upon the violator coming into compliance with the Rule(s) that he/she has violated.
  - c. Payment of Fines. All fines shall be due and payable upon notice of the fine and will be considered late if not paid within fifteen (15) calendar days of the date that the owner is notified of the imposition of the fine. An interest charge of 18% per annum may be invoked 30 days after notice of the fine is given, plus a late charge, as provided for in the Association's applicable. All fines and late charges may be considered an assessment and may be collected as set forth in the governing documents of the Association and Colorado law. Fines may be in addition to all other remedies available to the Association pursuant to the terms of the governing documents of the Association and Colorado law, including the Association's right to collect attorney fees as authorized by Colorado law.
  - d. Costs to Repair. In addition to imposing fines as specified above, the Board may take action to recover expenses incurred by the Association to correct damages to common elements and/or other units resulting from a violation. Examples of such expenses that may be billed back to unit owners may include, but are not limited to: (i) Repairing or restoring damage or unapproved modifications to any common area or (ii) Cleaning up after a pet that has soiled or damaged any common area.
  - e. Costs and Attorney Fees. If, after the enforcement process referred to above, the Board or other impartial decision maker determines that the owner has committed the alleged violation, the owner shall be responsible for paying the costs, attorney fees, and expenses incurred by the Association in engaging in the enforcement process. Such costs, attorney fees, and expenses shall be considered an assessment in the same manner as a fine and as an assessment is treated in the governing documents of the Association and Colorado law. If, after the enforcement process referred to above, the Board or other impartial decision maker determines that the owner is not responsible for the alleged violation, the Association shall not allocate to the owner's account with the Association any of the Association's costs or attorney fees incurred in asserting or hearing the claim.
5. Additional Enforcement Rights.
- a. Legal Action. The Association, at any time, may pursue legal action against an owner to enforce the provisions of the Rules without first following the preceding notice and hearing procedures.
  - b. Individual Purpose Assessments/Specific Assessments/Default Assessment. In addition to fines, the Board may levy an assessment against any owner and owner's unit for those purposes set forth in the Declaration, including but not limited to,

reimbursing the Association for costs incurred in bringing an owner into compliance with the Rules.

- c. Self-help Remedies. The Association or its duly authorized agents shall have the power to enter any unit or common areas to abate or remove, using such force as may be reasonably necessary, any structure, thing, or conditions that violate the Rules. If the Association exercises its right subject to this paragraph, all costs of self-help may be assessed against the owner's unit and may be a lien on the owner's unit.
6. Failure to Enforce. Failure of the Association to enforce the Rules shall not be deemed a waiver of the right to do so for any subsequent violations or of the right to enforce any of the Rules for the Association.

**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.

By: The Nineteenth Fairway Board of Directors