

Walton Village Condominium Association Rules

Adopted 2017

I. Pets

DOGS ARE NOT ALLOWED IN WALTON VILLAGE UNITS OR COMMON AREAS. Cats are allowed, two per unit, in units inhabited by the occupying owner only. Cats must remain indoors at all times. If the pet is found in the common area, the Owner is responsible for liquidated damages as stated under "Penalties".

II. Balconies

Personal items may be stored on balconies as long as the items stored are within the footprint of the balcony.

III. Grills and Flammables

A. No charcoal grilling of any kind is permitted on Walton Village Condominium property. Only gas or electric grills are permitted for use on unit decks. Gas must be turned off immediately following each use. Grilling in common areas is strictly prohibited. Grills should be of a size that only uses one tank. Grilling on a deck where firewood is stored is strictly prohibited.

B. No storage of flammable liquids, including, but not limited to gasoline, lighter fluid, kerosene, etc. is allowed.

IV. Stairways and Landings

A. Every unit is entitled to at least one bike under the staircase in the entryway with a maximum of 4 bikes total under each staircase.

B. No storage of any kind, with the exception of bikes, without the prior written approval from the Manager of the Association and all four unit owners sharing the entryway where the stairwell is located. Personal property left in the stairways and landings shall be considered abandoned, and may be disposed of by the Association if the Owner of the property cannot be located.

C. Shared entryways must be cleaned and maintained by owners and occupants of the 4 units accessing each stairway and landing. Common areas and limited common areas are to be kept free from garbage including cigarette butts. Snow removal and ice maintenance will be provided by the Manager of the Association. Units of shared entry will be responsible for costs of cleaning, assessed by the Manager of the Association, following one week written notice, posted in the shared entryway.

V. Commercial Uses

Use of the condominiums units for any commercial or industrial uses is prohibited. Rental of the units is not considered a commercial use for this purpose.

VI. Trash

Occupants are responsible for placing their trash, contained within garbage bags, in the approved disposal containers and replacing the container lid. Large items (i.e. furniture, appliance, remodel materials, etc.) must be disposed of by the owners/tenants at their expense. DO NOT PLACE THESE ITEMS NEXT TO THE DUMPSTER. Liquidated damages will be \$200.00 per item.

VII. Poster or Advertisements

No posters, no advertisements, no signs are permitted on the property or within the unit window, except the following:

1) Owner(s) may display on their own property, in their windows, or on the balconies adjoining their units, American flags of no larger than three (3) feet by five (5) feet and install flagpoles of no greater height than eight (8) feet.

2) Owner(s) may display on the inside of the unit's window or door a service flag (sometimes called blue star or gold star banner) of no more than twenty (20) inches by thirty (30) inches indicating the military service of a member of the owner's immediate family during a time of war or armed conflict.

3) Owners(s) may display one political sign on the owner's sole property or in the unit's window for each contested election and ballot issue from forty-five (45) days before through seven (7) days after election up to the size and number of signs allowed by the local municipal or county ordinance. If there is no such ordinance, each sign shall be no larger than thirty-six (36) inches by forty-eight (48) inches.

VIII. Noises and Nuisances

No owner or occupant shall make or permit any disturbing noises nor do or permit anything to be done that would interfere with the rights, comforts, or convenience of other owners or occupants. No owner or occupant shall play or allow to be played any musical instrument, radio, TV, tape recorder, compact disc, stereo or the like whether within or outside that would interfere with one's right to quiet enjoyment, particularly after the hours of 10:00 PM. In addition, vibrations, smoke, or smells or other nuisances that could be offensive to the occupants of another unit are not permitted in any unit or upon the grounds.

IX. Storage on the Grounds

It is not permitted to store personal property of any kind on the common areas. Any personal property abandoned on the common areas will be disposed of by the Association.

X. Vehicles

A. A maximum of two (2) vehicles, (including recreation vehicles) per unit are permitted.

B. All vehicles must be legally registered to a resident of Walton Village and must display current license plates and state registration stickers.

C. Vehicles must be parked within a designated parking space, not exceed twenty (20) feet in length. Oversized vehicles to be considered per recreational vehicle parking rules designated below and to be considered by Board of Directors on an individual basis.

D. Cars may not be parked wholly or partially on the grassy areas or at odd angles.

E. Driving on the landscaping for any purpose is prohibited.

F. Vehicles may not be abandoned on the property or give the appearance of being abandoned. Abandoned vehicles will be towed and impounded pursuant to Section 42-4-2103 of the Colorado Revised Statutes.

G. Vehicles that are not used or moved on a weekly basis must be registered and parked in long term parking.

H. During the winter, vehicles must be moved daily to allow snowplows to clear the parking lots. The management company may post notices on vehicles requiring them to be moved by a certain time. Failure to comply may result in the vehicle being towed, in which case all related expenses (towing, storage, etc.) will be the responsibility of the owner of the vehicle. Owner may utilize long term parking areas during periods of planned absence from unit, see "Long Term Parking" Below.

I. Vehicle repair and washing of vehicles on the common areas are prohibited.

J. If a vehicle is found to be in violation of the rules, reasonable effort will be made to contact the owner of the vehicle to correct the situation. However, the Manager of the Association and/or the Board of Directors reserve the right to tow a vehicle, as a last resort, in which case the owner of the vehicle will be responsible for all related expenses (towing, storage, etc.).

K. Sleeping within vehicles shall be prohibited.

XI. Long Term and Recreational Vehicle Parking

Long Term and Recreational Vehicle parking areas have been established on Athens and Sparta Plaza (*and any other areas designated by the Association*) and are clearly marked by signs. These areas may be used

to park vehicles that will not move from their parking space for day to day use, as well as vehicles previously deemed unfit for general parking areas. Permits must be renewed annually and are granted on a first come-first serve basis. In the event that the number of requests exceeds the number of spaces available, a waiting list will be established and renewals may not automatically be granted. **Each unit is granted a total of two vehicles, to include primary and/or recreational vehicles.**

A. Recreational Vehicles and long term vehicles must obtain a permit at the office of the Manager of the Association. Vehicles may be parked up to two days in Long Term Parking without a permit, space permitting.

B. Recreational Vehicles allowed include small trailers (and those holding dirtbikes, ATVs and small boats) as well as motorcycles and small tow-behind campers. Storage trailers, horse trailers and motor homes are not permitted. Other Recreational Vehicles may be considered by the Board of Directors.

C. Trailers must fit easily into a parking space, and shall be of manageable size so as not to overflow onto grassy areas or driveway.

D. Snowmobiles and boats may not be stored directly on the ground, on racks, or in any manner, other than a trailer, such that they are mobile.

E. Recreational vehicles are subject to all the rules contained in the previous section that applies to motor vehicles.

F. The long term parking area will not be plowed. Vehicle owners may have to shovel out their own vehicle in the winter. The Association and/or the Manager will not be responsible for damage from the weight of accumulated snow on the roof of the vehicle.

G. Any vehicle in long term parking must fit within the parking space, twenty (20) feet long by nine (9) feet wide. Vehicles that exceed the parking space length and/or width will not be permitted.

XII. Recreation Facilities

The recreation facilities are fenced, locked and unattended. There is no lifeguard; swimming is entirely at the swimmer's risk. Pool rules are posted at the pool. Nightly rental guests in Walton Village II (*please see note) are not given access keys to the central recreation facilities (with indoor hot tub, swimming pool, and tennis courts). In an effort to control Association fees (and therefore rents) and ensure that everyone at Walton Village can enjoy our facilities equally, the Board asks you and your guests to comply with the following pool area and tennis court rules and regulations.

A. Use of recreation facilities is limited to Owners or their tenants of Walton Village I, and a limited number of guests, totaling a maximum of three (3) users per unit at any given time. One, non-duplicated key will be allotted per unit. If Owners want to retain the right to use the pool and tennis facilities, they must obtain an agreement from their tenants that relinquishes the tenant's right to use the recreational facilities.

B. Resident host must enter the amenity area with their guests and accompany them at all times.

C. Residents shall make advance reservations for special parties through the Manager of the Association. At that time provisional permission may be extended to allow guests in excess of three per unit. This is to ensure that there is no conflict with other persons. No resident may use the pool, tennis area, or the lawn to the exclusion of other residents.

D. Users should not prop the gate open for any reason, or open the gate to allow entrance for people without appropriate keys. Anyone that does so may be asked to leave.

E. Nightly rental guests in Omicron are not allowed to use the pool area or tennis facilities

F. Any person within the fenced area may be required, at any time, to demonstrate that they have rightful access. Any person without proper authorization will be asked to leave the enclosure. The Police will be notified to remove such person if necessary.

G. Conduct Within Common Areas

1. Radios without ear phones will not be allowed
2. No unsupervised children 12 or under in the pool or tennis area
3. No bottles and glassware near the pool area
4. No grills inside fenced enclosure

5. No running, pushing, horseplay, and other rough games
6. No hard or injurious objects such as footballs, hardballs, etc. in the pool area
7. No kayaks in the pool Friday, Saturday, Sunday or any holiday. Swimmers have priority over kayakers.
8. No black soled shoes on the tennis court
9. No nude or semi-nude sunbathing

H. Owners will be fined \$100.00 if either they or their tenants are caught with counterfeit keys. The Manager of the Association and/or any member of the Board of Directors may ask any person to leave at any time if they refuse to comply with these rules and regulations. Pool, Spa, Volleyball and Tennis Court operating hours are from 8:00 AM to 9:00 PM.

I. There is a \$75 charge for replacement of pool keys.

XIII. Enforcement of Covenants & Rules Policy

The following policy is outlined regarding procedures to enforce covenants and rules:

A. The provisions of the Governing Documents should be consulted regarding the procedures for enforcement of covenants and rules. Generally, the Board of Directors of the Association has the authority to enforce the covenants contained in the Declarations and the rules and regulations adopted by the Board by suspending the violator's rights to use the common area facilities and/or voting rights, by imposing fines and penalties upon the violator, and by taking judicial action to obtain injunctive relief and/or damages. In addition, any aggrieved Owner may bring an action for injunctive relief or damages on account of a violation of the covenants by another Owner.

B. Suspension of member's rights and the levying of fines are provided for in Article VI, Section 3 of the Bylaws.

1. Prior to suspending member's rights or levying a fine, the Board will cause written notice to be given to the Owner alleged to be in violation, informing him or her of the proposed suspension and/or fine and the reasons therefore. Such notice will be given at least 14 days prior to the effective date of the suspension or fine or the date when the matter will be considered by the Board of by a committee or person designated by the Board.

2. The Owner will be allowed the opportunity to be heard, orally or in writing, by appearing at the designated time and place for consideration of the alleged violation or by submitting a written response not less than 5 days before the time the matter will be considered or the effective date of the suspension or fine, whichever is applicable.

3. The Board or committee or person designated by the Board will consider any pertinent information submitted, including any information or response submitted by the Owner accused of the violation and will determine the appropriate penalty if a violation is found to exist. Such penalty may include suspension of the Owner's rights to use the General common Elements designed for recreational purposes, suspension of the Owner's voting rights, the imposition of a reasonable fine, or all of these. Consideration will be given to any action taken by the Owner to cure the violation. Fines imposed may be determined on a case by case basis, or by reference to a fine schedule adopted by the Board, and shall include the costs incurred by the Association in connection the violation, including reasonable attorney fees. Fines imposed constitute a lien upon the Unit of the Owner found guilty of the violation.

XIV. Penalties

Fines are levied on a case-by-case basis by the Board to assist in the enforcement of the Declaration of Covenants, Articles of Incorporation, Bylaws, Rules and Regulations, and other governing documents of the Association. The fining procedure for owners or residents in violation of the Association governing documents is as follows:

1. First Notice. Written Warning (two weeks to respond or comply from date of notice).
2. Second Notice. Notice of Hearing before Board. Advise that Board may levy up to a \$50.00 fine.

3. Third Notice. Notice of Hearing before Board. Advise that Board may levy up to a \$100.00 fine.

4. Fourth Notice. Association attorney gives notice of impending legal action for any and all remedies under the governing documents, including collection of fines as assessments under the Declaration and the Colorado Common Interest Ownership Act.

In its sole discretion, the Board may cease the fining process and commence appropriate legal or injunctive action. The Association shall provide proper notice and the opportunity to be heard at a specific Board hearing, at a set time, date, and location specified in the notice (sample form of notice letter for violation of a section of the Declarations follows as Exhibit A and is made a part hereof by this reference). If the Board assesses a fine, the fine shall be posted to the appropriate owner's ledger as an amount payable in the same manner as periodic or special assessments, with all the same Association remedies as provided for collection of assessments in the Association governing documents.

XV. Renting

Walton Village I (*please see note) may not be rented out for less than three (3) months. Owners are encouraged to provide Tenant and Lease information to the Manager. No more than two (2) persons may reside in a unit, except in a Walton Village II (*please see note) unit that is rented for a term shorter than three (3) months, where the maximum number of persons shall be four (4). Renewals of existing leases or new leases with one or more of the same individuals shall be considered the same lease for purposes of determining whether a lease has exceeded the 3 month limit.

XVI. Additions and Remodels

No Owner shall add a dryer to an Omicron unit without obtaining the appropriate mechanical permit from the City of Steamboat Springs and the approval of the Board of Directors of the Association. Upon completion of the installation of a dryer in an Omicron unit the work shall be inspected by a representative of the Association. The cost of the inspection shall be paid by the Owner.

Footnote:

*Walton Village I consists of all units in all buildings except Omicron. Walton Village II consists of the Omicron building.

Walton Village Condominium Owners' Association
Hearing Notice for Possible Fines by Association

Date:

Address:

Notice of Hearing and Opportunity to be Heard

Dear Homeowner:

As a homeowner in a community subject to governing documents, you have definite responsibilities to the Association and to the other homeowners in the community. This includes compliance with covenants or agreements found in the governing documents, such as the Declaration, and certain owner obligations to maintain, repair, and/or correct the exterior of your unit, within your Limited Common Elements, or on the General Common Elements.

This is a notice of a hearing on your apparent violation of Section _____, of the as follows: The Board will hold a hearing to determine the existence of the violation(s), whether or not you committed the violation(s), and what action the Association will take under the governing documents, including possibly levying a fine against you in the amount of \$ _____. You have the opportunity to attend, to hear any allegations against you, to present your side of the story, and to be heard by the Board. Should you decide not to attend the hearing; the Board will proceed with the hearing of the matter under the violation procedures in place and take appropriate action within the Board's power.

Board of Directors Hearing:

Day of the Week:

Date:

Time:

Location:

Board of Directors
Walton Village Condominium Owners' Association
(Managing Agent)

Cc: Board of Directors

Tenant

Manager