

PROSPECT POINT TOWNHOME ASSOCIATION
HOUSE RULES FOR ALL OWNERS, GUESTS AND TENANTS

Under Article 6.4 of the Townhome By-Laws for Prospect Point Townhomes, the Board of Directors is empowered to ESTABLISH AND ENFORCE such reasonable HOUSE RULES as may be necessary for the use and occupancy of the Townhome project. The Board requests cooperation of all owners, guests and tenants in making the Prospect Point Townhomes a pleasant place to live in or spend your vacation.

1. PARKING

- A. **PARKING** Parking is provided for owners and guests only in designated garage spaces and driveways. Owners and guests must cooperate in using additional spaces.
- B. No automobiles, trucks, vans, motorcycles, snowmobiles, boats, boat trailers, RVs or trailers, may be stored in the driveways unless specifically authorized by Manager. All vehicles parked in lot must be licensed, registered and operating.
- C. No RV trailer or such vehicle may be occupied while parked in the driveways. The use of common area electricity outlets for RV trailer consumption is prohibited.
- D. All vehicles must be moved for snow removal at direction of the manager. Accumulation of three inches or more of snow requires room for snow removal equipment to operate. Vehicles will be towed if necessary for snow removal.
- E. No vehicle repairs are permitted in the driveways, perimeter road or additional spaces, including boats, snowmobiles, etc.
- F. Vehicles parked in violation of the rules may be towed by a professional at owner/tenant/guest expense. The Manager has full authority to enforce these rules at the direction of the Board of Directors.
- G. Prospect Point Townhome Association is not responsible for any damage done to vehicles in the parking area.
- H. All units are adjacent to the driveways and perimeter road. Please do not to play loud music, talk loudly or make noise in the parking lot during sleeping hours (10:00 PM to 8:00 AM).

2. **COMMON AREAS** – Common areas are defined as the driveways, parking spaces, road, walks landscaped areas, stairs, patios and entrance balconies.

- A. Loitering, loud voices, running, playing and riding wheeled vehicles are prohibited on stairs.
- B. Damage to common areas and cost of repair will be charged to owner/guest/renter involved.
- C. **Noise rule.** No loud, abusive or drunken behavior or use of illegal substance will be tolerated. **NOISE LEVELS** – All owners/guests/renters are asked to exercise reasonable care in maintaining a low noise level and keeping the volume down on radios, stereos and TVs. Please remember, many of your neighbors may "turn in" very early after a long day of work, skiing or other outdoor exercise. Violations of a "noise rule" should be reported to the manager (970-468-9137) who has been authorized by the Board of Directors to request police assistance if necessary to maintain the peace of the complex.
- D. No fireworks or firearms may be fired or discharged on the premises.
- E. Any damage or clean-up caused by repairs or alterations to individual units is the responsibility of the owner of the unit.
- F. Appropriate outdoor furniture must be used on patios and balconies.
- G. Drape Liners – must be white or off-white in color.

Report all infractions of rules to the manager by calling 970-468-9137. The Manager has full authority to handle all problems as directed by elected Board of Managers.

4. Units/Apartment/Partywalls

An owner shall not make structural, mechanical, electrical or general alterations to a unit or installations located therein without previously notifying the managing agent for the Prospect Point Townhome Association in writing. The Association shall have the obligation to answer within ten days after such notice and failure to do so within such time shall mean that there is no objection to the proposed modification of alteration.

ANY MALFUNCTION that occurs in a unit is to be reported to Columbine Management Company (468-9137). In the case of an emergency, the report is to be made immediately, otherwise please make the report during normal working hours.

- A. Quiet time for all units is designated from 10:00 PM to 8:00 am.
- B. The manager will advise individual owner/guest of noise complaints, such as loud TV, music or excessive partying during quiet hours. Keep unit doors closed to

contain noise as much as possible. Local Police may be called if any disturbance persists.

- C. Owners/guests/renters are responsible for removing all garbage/trash, recycle materials and ashes from the unit and depositing in containers in designated trash enclosures.
- D. Balcony area must be kept neat and orderly – not used for storage. Items permitted: firewood, porch furniture, gas or electric barbecues only, skis or bicycles. Do not throw items (i.e., cans, cigarette butts, or solid objects) from balcony.
- E. **Outdoor Grills** – Only gas or electric grills may be used in the Prospect Point complex. The use of flammable liquids to start fireplace fires is forbidden, as is the storage of flammable materials. Propane grills must be attended at all times when in use. Use of charcoal grills of any sort is **strictly** prohibited.
- F. **Storage** – All personal items must be stored within individual storage units – nothing may be stores outside. No highly flammable or combustible items may be stored in units.
- G. No advertisements are allowed from porches or balconies or yards, including real estate “For Sale” signs.
- H. “For Sale” signs are only permitted in unit windows.

5. PETS

- A. Owners are allowed to bring pets with them during their stay at Prospect Point providing the pet does not create a nuisance. Owners are defined as: "Owner" of record on the property deed filed with the association, his or her spouse, their children, their grandchildren and their parents. Other relatives, guests, tenants and guests of tenants **are not** allowed to bring pets to Prospect Point **without** permission granted by the Prospect Point Townhome Board of Directors.
- B. Owners are required to clean up after their pets in all common areas. Owners will be charged for repairs of any damage caused by pets.
- C. **All** pets must be carried or restrained on a leash when they are outside owner's unit (this includes cats!).
- D. Local authorities will deal with abandoned, mistreated, dangerous, or loose pets.

Pets may not be chained and/or unattended in or on common area including balconies or patios.

E. Noise and disturbance caused by pets will not be tolerated. Repeated offenses will be dealt with as specified in the "Resolution of Rules" document.

6. MANAGEMENT CONTROL

A. The managing agent has full responsibility and authority to enforce these rules.

B. All owners, guests and tenants shall comply with requests of the management regarding these rules. Violators are subject to procedures, which may result in a penalty assessment against the owner or unit.

C. Manager will have access to any unit, as provided in the Association By-Laws. Manager will do no alteration or change of locks without authorization. There will be weekly inspections for preventative maintenance of all unoccupied units.

D. Manager is not responsible to taking or delivering personal messages. Emergency messages will be taken and delivered if possible. Manager is not responsible for rental related problems (i.e., housekeeping, wood, linens, and key access).

E. Manager will not hold or release keys to individuals for access to units without authorization from the owner.

F. Manager is not responsible for showing rental or sales property.

G. Manager has full authority to enforce all rules at the direction of the Board of Managers.

7. HOT TUBS – Special rules have been instituted regarding use of individual hot tubs (attached). Manager has full authority to enforce all rules at the direction of the Board of Managers.

NOTE: Each hot tub is individually owned and maintained. The owner is responsible for maintenance and repair. There is no ~~common hot tub~~ for the Townhomes.

RESOLUTION OF RULES VIOLATIONS
PURSUANT TO ARTICLE 6.4 OF PROSPECT POINT TOWNHOME BY-LAWS
PROSPECT POINT TOWNHOMES CONDOMINIUM ASSOCIATION

PREAMBLE

- I. The Prospect Point Townhomes Association shall keep a list of House Rules which will supplement all rules found in the Articles, By-Laws and in the Declaration of the Prospect Point Townhomes Association. Copies of the current House Rules will be sent to all owners, and are on file with the property manager (see Attachment A). When a unit is sold or leased, the real estate agent shall return a signed statement that the purchaser or renter has received a copy of the house rules. A shortened summary form of the rules suitable for posting in rental units is also available and will be provided to each owner.
- II. Any rule change shall be approved by a majority vote of a quorum of Board of Directors and shall take effect immediately. Owners will be notified of such changes. Notice to one owner shall be deemed to be notice to all owners of the unit, and each owner is responsible for knowing the rules. Failure to exercise his responsibility is not a defense to re-mediation, assessments, fines, or to legal action.
- III. A violation of an article, By-Law, Declaration, or House Rule by a tenant or a guest shall be deemed to be the acts of the owner for the purposes of assessment of penalties, for assessing re-mediation costs or costs of other remedies. If a unit has multiple owners, enforcement may be against the property of any one owner.
- IV. House rules shall remain in perpetual effect, or until amended or repealed.
- V. Violations of a local ordinance or state statute may be enforced by the locality without regard to any remedies pursued by the Prospect Point Townhomes Association.
- VI. The procedures described below shall not apply to those sections of the Articles, Declarations and By-Laws dealing with assessments and the payment thereof.
- I. Although any owner may seek relief from an alleged violation through the courts, the Board of Directors of the Prospect Point Townhomes Association hereby establishes the following procedures for the resolution of alleged violations of noncompliance with the Articles, Declarations, By-Laws, or the House Rules by an owner, a guest or a tenant. The procedure for dealing with alleged violations involves three levels to be pursued in the following sequence:
 - (i) informal verbal notification to the owner, guest or tenant by the property manager (or the property manager agent, such as the on-site manager), followed by

- (ii) verbal and written notice to the owner by the property manager, and finally
- (iii) a formal hearing.

Progression through these stages will be terminated at the stage in progress when the alleged violation is satisfactorily addressed.

- VIII. It should be noted that if a violation of the parking rules has occurred, and the vehicle operator is either unwilling or unavailable to rectify the situation, that the property manager may arrange for the vehicle to be towed by a professional at the expense of the vehicle owner/operator or unit owner (as specified in the House Rules). Repeated parking violations will be cause for initiation of the Formal Written and Penalty Assessment Process described below in addition to towing as necessary.

INFORMAL RESOLUTION OF ALLEGED VIOLATIONS

In the event of an apparent violation of the rules contained in any of the documents mentioned above, the property manager should be notified. He/she will request an owner, guest, or tenant to cease, desist or correct any act or omission which appears to be in violation of these rules. Prompt correction or adequate explanation of the alleged violation to the satisfaction of the property manager will terminate the Rules Resolution Process. This verbal request should be considered to be a friendly reminder that the occupants of the unit appear to have violated Prospect Point Association rules.

FORMAL WRITTEN NOTICE AND PENALTY ASSESSMENT

- I. If the alleged violation is not corrected, or if it is repeated on another occasion, the property manager should be notified. If the manager is satisfied that there is a violation, the manager shall notify the owner in person or by telephone, and may, but is not required to do so, also notify the tenant or the guest responsible for the violation. A written notice of the complaint also shall be sent to the owner by Certified Mail, return receipt requested. The notice shall give details of the alleged violation, the date the violation was detected, and the amount of the assessment, which might be levied after an opportunity for the owner to be heard.
- II. Service of notice on one owner of a unit shall be service on all owners. Service by mail shall be complete and effective five (5) days after notice is mailed to an owner's last known address (service date). No order, penalty or decision adversely affecting the rights of the owner shall be made unless the owner was served as provided herein, and given an opportunity to be heard as described below. Note that it is not necessary for the owner to actually receive the notice, only that the notice be mailed as stated above. The Board of Directors may rely on the accuracy of the address list of owners kept in the offices of the property manager. It is the owner's obligation to keep the property manager notified of any change of address. Failure to do so will not affect the validity of service.

- III. If, within five (5) days after the service date the owner has not rectified the apparent violation to the satisfaction of the Board of Directors or the property manager, or has not requested a hearing, then the assessment described in the written complaint is automatically levied (procedure described below).

HEARING

- I. If the Board of Directors or the property manager is notified within five (5) days after the service date that the owner desires a hearing, the property manager will schedule this hearing with at least 2 members of the Board of Directors or at least 1 member of the Board of Directors and the property manager or his/her agent (the Panel). The owner must participate in the hearing, and may have witnesses present. The hearing may be conducted in person or by means of a telephone conference, and will normally take place within fourteen (14) days from the service date. Failure of the owner to participate in a scheduled hearing will result in decision against the owner.
- II. The Panel may confer with witnesses or with other members of the Board of Directors or the property manager before rendering a decision. A final decision will be made within five (5) days after the hearing, and the owner will be notified verbally and in writing of the Panel's decision.

ASSESSMENT OF PENALTIES

- I. If the hearing is decided against the owner, then a penalty will be assessed and the owner notified in writing.
- II. The penalty for violating any of the rules shall be:

First offense:	\$ 25.00
Second offense:	\$100.00
Three or more offenses:	\$200.00

If, after the opportunity to be heard, a violation or series of violations is deemed to have occurred, the fine(s) shall be assessed from the date of the first violation. Where the violation is a single incident (e.g. loud noise), the above penalties are meant to apply.

Where the offense is a continuing one (e.g. an unauthorized pet kept on the premises, or an unregistered automobile in the parking area) the penalty may be \$25.00 per day until resolution of the violation. Assessments of penalties may be waived in part or adjusted downward at the exclusive discretion of the Board of Directors on a case-by-case basis. Waiver or adjustment in one case will not set precedent in any other case involving similar circumstances.

- III. Any fine or penalty assessed as a result of a written notice and the waiving of a formal hearing, or as a result of the Panel's decision following a hearing as aforesaid, if not voluntarily paid to the Prospect Point Townhome Association before the next scheduled payment of dues, will be added to the next billing statement and is payable Prospect Point Townhomes Resolution of Rules Violations within 30 days thereafter. Any unpaid amount shall be charged against the owner's property and will be collectible as any other debt charged against the property. Nothing herein shall operate to limit the Association's remedies.

ATTACHMENT A

Columbine Management and Real Estate Company.

(970) 468-9137

350 Lake Dillon Drive

PO Box 2590

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