

Rules and Regulations

Relating to Owners and Renters Within the Timbers

Feb 1st, 2021

The Board of Directors of The Timbers Owners Association, Inc., a Colorado nonprofit corporation (“Timbers Association”) pursuant to the power of the Board of Directors as set forth in Sections 4.2 and 4.7.12 of the Amended and Restated Declaration of Condominium for The Timbers, recorded May 5, 2016, at reception number 639255 in the Office of the Gunnison County Clerk and Recorder, as amended by The Timbers First Amendment to Amended and Restated Declaration recorded November 18, 2016 at reception number 643405, in the Office of the Gunnison County Clerk and Recorder (collectively, the “Declaration”) hereby adopts these Rules and Regulations Relating to Owners and Renters Within the Timbers (these “Rules”). Any provision herein that relates to a provision within the Declaration is meant to supplement and clarify such provision. To the extent any provision herein conflicts with the Declaration, the provisions of the Declaration shall control. The purpose of these Rules is to: (i) ensure that renters are informed of the rules governing their behavior while staying in a Unit and using Common Elements, and (ii) offset the cost associated with the cost of renters relating to common elements.

1. **Right to Lease; Notice of Governing Documents.** *Subject to the provisions of Section 4.6.2 and Section 5.10 and the Town Code, an Owner shall have the right to lease their Unit in its entirety upon such terms and conditions as the Owner may deem advisable; provided however, that (i) all leases shall be in writing and shall provide that the lease is subject to the terms of this Declaration and the Bylaws: (ii) a Unit may be leased only for the uses provided herein above, and (iii) any failure of a lessee to comply with the terms of this Declaration or any other Association Documents shall be a default under the lease enforceable by the Association as a third party beneficiary, whether or not there is a lease or the lease contains such a provision. The Association may also require the use of its own lease form.*¹ (4.2). An Owner of a Unit entering into a lease for that Unit shall provide the governing documents of the Association to each lessee and prominently display the Rental Rules in the Unit.

2. **Parking and Vehicles.** Parking of vehicles is permitted only in designated parking spaces, except that vehicles may be parked temporarily in other areas as an expedience while loading and unloading. No boat, trailer, snowmobile, camper, house trailer, self-contained motorized recreational vehicle or other similar vehicle may be parked or stored upon the Property or within any Parking Space for any period of time. An illegally parked vehicle is subject to towing

¹ All italicized text is quoted from the Declaration with the citation set forth in a parenthetical following the text. Capitalized terms used herein that are not otherwise defined herein shall have the meaning set forth in the Declaration.

and impounding in accordance with Town ordinances. The Association is authorized to have non-complying vehicles towed away and stored at the cost of the owner thereof. Parking is expressly prohibited on any grass or landscaped area. Vehicles must be moved after snowfall accumulation of six inches or more to facilitate snow removal. Each parking space shall be maintained by the user of that parking space in a clean, safe and attractive condition and shall be kept free from litter and debris. No gasoline, gasohol, distillate, diesel, kerosene, naphtha, or other similar volatile combustible or explosive materials shall be stored in any parking area except in the fuel tanks of vehicles parked therein and used for transportation purposes. Owners, residents and lessees shall abide by all traffic laws applicable within the Town of Mt. Crested Butte, which shall apply within The Timbers.

3. **Unit and Common Element Upkeep.** No items, including recreational equipment such as bikes, strollers, kayaks, skis, boots, etc. shall be stored in Common Element hallways of The Timbers. The locker room shall be kept tidy and no storage of personal items outside of the lockers will be permitted. The hot tub and grill area must be kept clean at all times, and the hot tub cover must be used after each use. The grill shall not be left on when such grill area is unsupervised. Units must be kept at a minimum of 60 degrees Fahrenheit.

4. **Refuse.** *No trash, recyclables, debris, or refuse shall be deposited upon the Common Elements of The Timbers except only within trash containers, with lids firmly attached, in the designated areas. No food related products shall be placed or left on the Common Elements for an extended time or in any manner which might attract insects, rodents or animals and the Association may further regulate the manner in which trash is stored until picked up and hauled away. (4.7.5)*

Household trash must go into the dumpster and not be left in the building. All refuse shall be disposed of in an appropriate receptacle by lessees. Owners shall provide instructions to lessees about how to dispose of refuse during their lease.

5. **Noise and Nuisance.** *Any use, act or omission which is the source of or unreasonably interferes with another Owners quiet use and enjoyment of its Unit or the Project shall be a nuisance. (4.5).* Pursuant to the authority granted to the Executive Board to adopt formal Rules regarding permissible levels of noise or odors emanating from anywhere in the Project at any time into the Common Elements or another Unit: The prohibition against disturbing noises includes, but is not limited to, musical instruments, radios, televisions, or other noise-producing devices that are played in such a manner that disturbs residents of a neighboring Unit or any Common Element. Quiet hours are 10:00 P.M. to 7:00 A.M. During these hours all Owners, residents and lessees must avoid making loud noises, using stereos, and using televisions. Additionally, the hot tub shall remain closed during such hours. During quiet hours, any noise

produced from any non-medical electronic device that is perceptible outside of the Unit in which the noise originates is prohibited.

6. **Animals.** *Unit Owners, their guests and tenants in compliance with this Declaration may keep household pets. No household pet or animal shall be allowed in or about the Project, including Common Elements, at any time without being on a leash and under close supervision by an Owner or the person responsible for said animal including guests and tenants. Owners shall be responsible for strict compliance with all laws and any Rules and Regulations adopted from time to time by the Association related to pet ownership, including any regulation limiting the number, or aggregate weight, or type of pets allowed (but not prohibiting dogs or cats), and shall ensure their pet does not interfere with other Owners' quiet use and enjoyment of the Project premises. Owners will be held responsible for any litter, waste, mess or damage created by their pets in the Common Elements and for any offensive noises created by any pets whether or not they are the owner of said pet. Pet waste shall be picked up immediately by the Owner or person responsible for that pet. An Owner's right to keep household pets shall be coupled with the responsibility to pay for any damage caused by -and any costs incurred by the Association as a result of- such pet. Any such amounts shall be and constitute a Default Assessment enforceable by the Association as per this Declaration. Regardless of any provision of this Declaration or Rules and Regulations adopted from time: in no event shall the number of pets (other than fish) kept by any Owner or occupant in a Unit exceed two (2) total pets; and the Association shall have the right to require removal from the Project of any pet causing a violation of any covenant or adopted Rules and Regulations, in addition to any other rights and remedies available. (4.3). Any dog that barks during the quiet hours on more than one day in the course of any seven day period is a nuisance and such barking is prohibited and a violation of these Rules.*

7. **Owner Insurance.** An Owner of a Unit entering into a lease for that Unit shall acquire and maintain insurance adequate to cover any and all liability of the Association relating to such lease. Such insurance shall name the Association as an additional insured. An Owner subject to this Section shall furnish proof of such insurance to the Association before entering into a lease for that Unit and shall furnish proof of renewal of such insurance on each anniversary date thereof.

8. **Owner Liable for Lessee Violations.** An Owner of a Unit subject to a lease shall be liable to the Association for all violations of the governing documents of the Association, including without limitation the Declaration, bylaws, articles of incorporation, and rules and regulations of the Association, as such governing documents may be amended, by any and all lessees of such Unit and their guests, invitees, agents, employees, visitors, and officers.

9. **Definition of Short Term Rental.** The term "short term rental" means any rental for a period of less than 30 consecutive days.

10. **Registration of Owners.** Each Owner shall register Owner's mailing address, phone number(s) (home and work) and electronic mail address with the Association. If an Owner wishes to lease the Owner's Unit, Owner shall notify the Association of such intent. An Owner shall include the Unit number on every advertisement or listing relating to short term rentals.

11. **Local Contact.** Any Owner desiring to short term rent a Unit shall first provide to the Association, via email to the Association's management company, the name of a local, responsible contact person capable of physically responding to issues that may arise at the rental within one hour of the initial attempt to contact the Owner. The local contact must have physical access to the rental Unit and shall be authorized to make decisions regarding the rental on behalf of the Owner. In the event issues arise during the rental of a Unit, the Association, through its management company, shall first attempt to contact the Owner, and shall then be authorized to contact the designated local contact person.

12. **Copies to Association.** An Owner shall provide a copy of any executed lease of an Owner's Unit to the Association prior to the commencement of any such lease. An Owner shall also provide a payment of \$10.00 with each executed lease to the Association prior to the commencement of any such lease. Such payment shall compensate the Association for processing, compliance monitoring, and administrative costs and fees associated with rentals. In the event a lessee cancels a lease before occupying the Unit, the \$10.00 payment shall be refunded to the Owner within seven days' notice of the cancellation. Copies of leases and rental fees shall be provided to the Association's management company in addition to a monthly summary report that will be reconciled with the Town tax record.

13. **Enforcement of Rules and Regulations.** Notwithstanding any current dispute resolution policy or other document that sets forth the Association's schedule of fines, the fine for any violation of these Rules shall be \$150.00 for a first violation, \$250.00 for a second violation, and \$500.00 for all violations after the second violation. Any violation that is a continuing violation will constitute a new violation each day that such violation occurs until the violation is affirmatively stopped or removed. A violation is a continuing violation if by its nature it will continue unless terminated by affirmative action. For example, the ownership of any pets in excess of the limit set forth in these Rules is a continuing violation and will incur a new fine each day for each unpermitted pet (or pets) located at the Unit until such pet(s) are removed as will reduce the number beneath the limit set forth in these Rules. For example, the parking of a vehicle where it is not permitted is a continuing violation that will incur a new fine each day until the vehicle is removed.

14. **Severability.** If any provision or portion of any provision in these Rental Rules is deemed invalid or unenforceable, such invalidity or unenforceability shall not affect the validity

or enforceability of the remainder of the provision or any other provision, which shall to the fullest extent permitted by law be valid and enforceable.

The foregoing was adopted by the Association at a duly called meeting of the Board of Directors of the Association on March 2nd, 2021 and upon a unanimous, affirmative vote of the Board of Directors. A copy of these Rules are being delivered to all Owners on April 15th, 2021.

The Timbers Owners Association, Inc.,
a Colorado nonprofit corporation

Katherine Hassebroek
Katherine Hassebroek (Apr 6, 2021 16:44 MDT)

President

ATTEST:

Patrick Walsh
Patrick Walsh (Apr 6, 2021 19:16 EDT)

Secretary









Timbers Occupancy Rules

Final Audit Report

2021-04-06

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