

**/RULES AND REGULATIONS**  
**FRISCO BAY TOWNHOMES HOMEOWNERS ASSOCIATION**

**Revised February 2015**

The Bylaws of the Frisco Bay Townhomes Association, Inc. (FBTA) require that the Executive Board establish, make and enforce such reasonable rules and regulations as may be necessary for the operation, use and occupancy of the townhome project with the right to amend same from time to time.

**Purpose**

To create a harmonious and attractive development and to promote and safeguard the health, comfort, safety, convenience and welfare of Unit Owners, and Occupants in the townhome project.

**Ownership & Occupancy**

1. No Unit shall be used for other than residential purposes, except that home occupations which conform to Summit County zoning regulations may be approved by the Executive Board. The homeowner shall submit a request to the Board with copies of the owner's business license, applicable permits to operate the business and business insurance.
2. No Unit shall be partitioned, subdivided or combined with another Unit either by legal process or physical alterations without the prior approval of the Executive Board.
3. No Unit Owner shall offer to sell any interest under a "timesharing" or other "interval ownership" plan without the prior approval of the Executive Board.
4. Frisco Bay tenant Rental Compliance Forms are required to be filed with the management company for any rental exceeding 30 consecutive days. (The compliance form is posted on the website under Rules and Regulations and is attached to these Rules and Regulations as Attachment 1).
5. Except for short-term occupancies of less than fourteen (14) days, occupancy shall be limited to two (2) persons per bedroom.

**Health, Safety & Quiet Enjoyment**

1. No loud or objectionable noise, obnoxious odor, or bright light shall be permitted to emanate from any Unit which may be a nuisance to the Unit Owner(s) or Occupant(s) of any other Unit.
2. No fireworks of any kind shall be carried, stored, displayed or exploded on or over the townhome project.
3. No fire hazard, unsightly object or nuisance shall be placed, erected, constructed or permitted within the townhome project, nor shall any Unit Owner or Occupant endanger the health or safety of any person or interfere with the peaceful possession and quiet enjoyment of any other Unit Owner or Occupant.
4. A dumpster is provided for the disposal of normal household waste. Use of the dumpster for the disposal of bulky, hazardous or toxic materials, including, but not limited to, construction debris, paint, flammable liquids, furniture, appliances, carpet, carpet pad and tires is prohibited.
5. Waste not suitable for dumpster disposal, accumulations of refuse and other unsightly

objects or materials shall not be placed, kept or allowed to remain within the townhome project and shall be removed expeditiously at the owner's expense.

### **Exterior Appearance**

1. Except for the items set forth in 2, below, no item of any kind, including, but not limited to, charcoal barbeque grills, skis, bicycles, skateboards, rugs, furniture, trash, construction equipment, ladders, hoses, snow blowers, lawn mowers and other lawn and garden equipment, shall be kept or stored on or under balconies, porches, decks or any other location visible from outside the Unit. The United States flag may be displayed from the decks or the front entry on official Federal holidays.
2. Gas and electric barbeque grills, outdoor ("patio") furniture, bird feeders and decorative items compatible with the design and style of the townhome project may be placed and kept outside the Unit without the prior approval of the Executive Board.
3. No clothing, swimsuits, towels, laundry or unsightly items shall be placed, hung or kept on balconies, porches, decks, railings or any other location visible from outside the Unit.
4. Sheets, blankets, bedspreads, towels and similar materials shall not be used for window coverings. Window coverings shall be maintained in good repair and present a color of white, off-white or natural wood when closed and viewed from outside the Unit.
5. Garage doors shall be maintained in good repair and remain closed except when vehicles are entering or exiting a Unit's garage or for short periods of time in connection with nearby outdoor activities.
6. No exterior television or radio antenna or satellite dish shall be placed, erected, constructed or maintained within the townhome project without the prior approval of the Executive Board.
7. No sign, billboard, poster board or advertising structure of any kind, including signs for the sale, rental or leasing of any Unit, shall be placed erected, displayed or maintained anywhere within the townhome project, including on the balconies, porches, decks, windows and exterior walls of individual Units.
8. No enclosure, structure, outbuilding or facility of any kind, including, but not limited to, fences, barriers, animal pens, posts, poles, clotheslines, mailboxes, ditches, trenches, driveways, walkways, stairs, playhouses and sheds, shall be placed, erected, constructed or maintained by any Unit Owner or Occupant within the townhome project.
9. No tree, shrub, bush, other vegetation or landscaping element shall be cut, trimmed, pruned, removed, relocated or otherwise disturbed, nor shall any surface contour be graded, regraded, altered or otherwise disturbed, without the prior approval of the Executive Board.

### **Vehicles & Parking**

Parking in the townhome project is limited by covenant and by zoning regulations. Outdoor parking is limited to one vehicle per Unit. A valid parking permit is required to be placed on the left hand side of the windshield of all vehicles. Short term renters may apply for temporary permits from their rental agent or from the Managing Agent. NOTE: TEMPORARY PARKING TAGS ARE VALID FOR 7 DAYS BEGINNING THE ARRIVAL DATE AND/OR THE DATE NOTED ON THE TAG. EXCEPTIONS MUST HAVE PRIOR APPROVAL FROM THE

## MANAGING AGENT.

1. Parking lots are for vehicles owned by the unit owner or renters and are limited to passenger automobiles and non-commercial pickup trucks up to  $\frac{3}{4}$  ton capacity. Commercial vehicles are prohibited from parking at the Frisco Bay complex. Examples: vehicles with signage, cargo vans, trucks modified with ladder racks, side tool storage lockers that extend above the bed of the truck and/or trucks with plows on the front
2. Outdoor parking of trucks over  $\frac{3}{4}$  ton, campers, motor homes, RV's, boats, motorcycles, ATV's, trailers of all types and snowmobiles is prohibited without permission of the Managing Agent. Those vehicles, with permission, will be parked in the South snow storage area located on the South of the 400 side. Parking in the snow storage area is not available before May 1 or after October 1. Depending on snow conditions the Property Manager may restrict access outside of these dates. The form that must be submitted for permission to park in this area is attached to these Rules and Regulations as Attachment 2.
3. Mechanical work of any kind, including changing of oil and oil filter removal is not permitted on the paved portion of the parking area. Changing oil and washing vehicles is permitted in the south parking area on the 400 side and in the non-paved area in the vicinity of the electrical tower on the 900 side.
4. The following vehicles will be towed away immediately, without notice, at the vehicle owner's expense:
  - a. Vehicles that are inoperative or not properly licensed.
  - b. Vehicles obstructing traffic, snow removal or trash collection.
  - c. Vehicles obstructing access to another Unit's parking spaces.
  - d. Vehicles parked in posted "No Parking" zones and by fire hydrants.
  - f. Vehicles parked in landscaped areas.
5. Vehicles parked in one spot for 48 hours will be tagged. If not moved within twenty four (24) hours after being tagged, the vehicle will be presumed to be abandoned and will be towed away at the vehicle owner's expense. Owners and Renter may request a waiver to this rule, and, with good cause, a written waiver will be issued to be placed on the dashboard of the vehicle during a specified period of time.

### **Structural Alterations**

1. No structural alteration to any Common Element or Unit, including, but not limited to, the removal or relocation of any interior wall or the construction, reconstruction, replacement, removal or addition of any skylight, window, door, wall, deck, railing, awning or light fixture visible from outside the Unit may be made without the prior approval of the Executive Board.
2. Any Unit owner desiring to make any alteration shall submit plans and specifications to the Executive Board showing the nature, kind, shape, height, materials and location of the proposed alteration(s) in sufficient detail so that the Board may make an informed decision. Any reasonable costs incurred by the Board in making such decision shall be assessed to the applicant. An Architectural Control Form must be submitted through the Management Company. The form is attached to these Rules and Regulations as

Attachment 3.

3. Trades people, workers or contractors hired to perform work within the townhome project, including individual Units, shall be licensed and insured pursuant to Summit county building codes and other applicable regulations.
4. All work shall be performed in accordance with applicable Summit County building codes.
5. All construction debris shall be removed from the townhome project at the Unit Owner's expense and shall not be deposited in the FBTA dumpster.
6. Noise from construction is prohibited from 7:00 p.m. to 6:59 a.m. daily.

**Animals** (as of 11/1/12 – revised 2/3/15)

- Owners and renters of 6 months or more may have two pets per unit.
- All owners who wish to own a dog or choose to lease to renters of 6 months or more with a dog, will be required to put down a “Dog Deposit” paid to the Frisco Bay Homeowners Association.
- Renters leasing (short-term) less than 6 months are not allowed pets of any kind on the Association property.
- Owners who change their situation after November 1, 2012, will be required to pay the “Dog Deposit” in the amount of \$300.00 per unit (regardless of one or two dogs) within the first 30 days of the dog living on the property.
  - The Owner of the unit is responsible for the “Dog Deposit” and any violation incurred by the pet of the owner and/or tenant.
  - An Administration Fee of \$50 of the “Dog Deposit” is non-refundable
  - A balance of \$250.00 must be maintained in the “Dog Deposit” fund. If the “Dog Deposit” falls below the balance (due to withdrawals for violation fines) the Owner will be notified. The Owner is responsible for depositing monies to the “Dog Deposit” fund maintaining the balance of \$250 within 30 days of notice.
  - Upon the dog vacating the property, owners will submit in writing to the management company, a request to have the deposit returned. Once damage to the exterior of the property and any outstanding violations are addressed, the balance of the deposit, if any, will be returned within 30 days from the deposit return request. Any contention of violations or deposit balance will be addressed at the next Board Meeting.
- All pets must be registered with the management company immediately. (Pet registration form is posted on the website under Rules and Regulations and is attached to these Rules and Regulations as Attachment 4.)
- All dogs must wear a Frisco Bay pet identification tag while on the property. The Association will furnish color coordinated tags identifying Frisco Bay owners and tenants with leases of 6 months or more.
- All pets must be vaccinated by a regularly licensed veterinarian. Vaccination records must be updated as needed and filed with the management company.
- All dogs must be leashed when outside the owner’s home (restrained by a leash, cord, or chain controlled by the animal’s owner)
- Owners will immediately pick up and properly dispose of all pet waste.
- Breeding of any animals on the Property is specifically prohibited.
- Pets shall not be allowed to endanger the health or safety of any person or animal, nor shall they be allowed to annoy any Unit Owner or Occupant, or disturb the peace of any

other person by habitual barking, howling, helping, or shining or by being obnoxious in any other way.

- Damage to any landscaping, Common Element or Unit caused by any pet shall be repaired at the pet owner's expense.

### **Enforcement & Penalties**

1. Unit Owners shall be responsible for informing occupants, tradespeople, contractors and workers of the contents of these Rules and Regulations. A copy of these regulations shall be given to all Long term renters. Owners and tenants must submit a signed Rental Lease Compliance Notification from to the Executive Board prior to the commencement date for all rentals exceeding thirty (30) consecutive days.
2. Situations not covered by these Rules and Regulations shall be resolved by the Executive Board in its sole discretion
3. Violations by renters are the responsibility of the unit owners. Unit owners are responsible for all fines assessed for renter violations.
4. Owners have a right to appeal by registering a written complaint. Owners will be afforded a hearing before the Board of Directors. After discussion of the appeal, the Board will vote to uphold or rescind the original decision.
5. Violations of Regulations, as well as violations of the Declarations of Frisco Bay Townhomes and Bylaws of Frisco Bay Townhomes Association, Inc., ("Bylaws") shall subject the Unit Owner to the following potential penalties at the discretion of the Executive Board:

The Executive Board adopts the schedule of charges set forth below for violation of these Rules and Regulations, the Bylaws or the Declaration. All fees, charges, and penalties imposed by the Board and costs and attorney fees incurred by the Association in enforcing the Rules and Regulations shall be considered assessments enforceable against Townhomes and Townhome Owners pursuant to the Rules and Regulations and the Bylaws and the Declaration of Covenants, Conditions, Restrictions and Easement of Frisco Bay Homes, a Planned Development. Each day that a violation continues after notice shall be considered a separate violation.

First Violation: A warning notice

Second Offense: \$25.00 Assessment

Third and Each Following Offense: \$100.00 Assessment

The Executive Board shall have the authority to take any remedial action it deems appropriate in the event of a violation of these Rules and Regulations, the Bylaws or the Declaration including assessment of charges and penalties, the filing of a lien, the filing of an action injunction or money judgment, or filing of a suit for unlawful detainer.

### **Adoption & Amendment**

These Rules and Regulations were duly adopted by the Executive Board of the Frisco Bay

Townhomes Association. Any existing procedure may be amended and any new procedure may be adopted by a vote of the Board of Directors at any scheduled Board meeting after being drafted and submitted to the membership for review and comment at least thirty (30) days prior to adoption.

**RENTAL LEASE COMPLIANCE NOTIFICATION**

(Must be submitted to Frisco Bay HOA Executive Board PRIOR to commencement date for all rentals exceeding thirty (30 consecutive days.)

Owner(s): \_\_\_\_\_ Unit: \_\_\_\_\_

Renter's Name: \_\_\_\_\_

Renter's Permanent Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Number of Person's in Rental party: \_\_\_\_\_ (Maximum two (2) persons per bedroom.)

Number of Children under eighteen (18): \_\_\_\_\_

Number/Type of Vehicles: (Parking limited to only one vehicle outside garage. A valid parking permit is required to be placed on the left hand side of the window shield of all vehicles.)

Vehicle Description: \_\_\_\_\_ License: \_\_\_\_\_

Vehicle Description: \_\_\_\_\_ License: \_\_\_\_\_

Rental Start Date: \_\_\_\_\_ Departure Date: \_\_\_\_\_

**I HAVE RECEIVED, READ, AND UNDERSTAND THE RULES AND REGULATIONS OF THE FRISCO BAY TOWNHOMES HOMEOWNERS ASSOCIATION, AND I AGREE TO ABIDE BY THEM.**

Renter's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Please return to Frisco Bay HOA, C/O Wilderrest PM, PO Box 1069, Silverthorne, CO 80498**

Attachment 1

***Frisco Bay South-East Parking Lot Request Form***

**Directions:**

- Please review the rules below and complete this form in its entirety.
- Submit the completed form via email to [rantoine@ehammersmith.com](mailto:rantoine@ehammersmith.com)
- You should receive a response within three business days of the e-mail request.
- If approved, please pick up the parking permit at Mountain Managers in Frisco.

**South-East Lot Parking Rules:**

From May 1 through September 30, depending on snow conditions, the South-East Lot may be used by owners for extended periods of time for parking of trucks over ¾ ton, campers, motor homes, RV’s boats, motorcycles, ATV’s, trailers of all types and snowmobiles with permission from the Board/Managing Agent and display of a parking tag. Commercial vehicles/trailers will not be allowed. The Board/Managing Agent reserves the right to further restrict dates of use depending on snow conditions. The following rules will apply:

1. Owners should fill out the South-East Lot Parking Request form (below).
2. All items stored in the South-East Lot must display proper unexpired STATE tags and FRISCO BAY parking permit.
  - a. Items without proper tags will be towed at the owner’s expense.
  - b. Warnings will not be provided.
  - c. Owners are responsible for taping the Frisco Bay parking permit to the tongue of the item being stored.
3. All items must not exceed 30 feet in length.
4. Owners may request to park their item in one month increments (can request multiple months at a time or just for one month).
  - a. If an owner only needs to park there for a weekend or week, they must make the same request and display the tag for the time they are there-even though it may be for only a week or weekend.
5. After completion of the request form, permission will be based on a first come first served basis. Once the lot is full (based on Management’s discretion) owners will be denied use.
6. Owners using the lot should be considerate of others ability to park/access their item/access the hiking entrance to Bills Ranch.
7. Owners of items parked in the parking lot are liable for any damage their item causes to the lot or to other items parked in the South-East Lot. If damage to another item, the two owners will work it out. The Frisco Bay Board and/or the Managing Agent will not be involved.
8. This lot is for storage only. No camping allowed.

**OFFICE USE**

**ONLY**

**Request Form – Information:**

Date of Request:	_____	Sticker #
_____ Owner Name:	_____	Date Issued
_____ Owner Unit:	_____	
Owner Phone:	_____	
Owner Email:	_____	
Description of Item:	_____	
Length:	_____	
Width:	_____	
Height:	_____	
License Plate State	_____	



License Plate Number: \_\_\_\_\_

Months Requested: \_\_\_\_\_

By typing my name below, I agree to the above South-East Parking Lot Rules. I understand that I may or may not be granted permission to use the South-East Parking Lot.

Typed Signature Acknowledgement: \_\_\_\_\_

Attachment 2

**FRISCO BAY  
UNIT MODIFICATION REQUEST**

Wilderness PM  
P.O. Box 1069  
Silverthorne, CO 80498

E-Mail: [friscobay@wilderness.com](mailto:friscobay@wilderness.com)

Unit # \_\_\_\_\_

Owner Name: \_\_\_\_\_ Phone \_\_\_\_\_  
(Please print)

E-Mail \_\_\_\_\_

Property Address \_\_\_\_\_, Frisco, CO 80443

Mailing Address \_\_\_\_\_

Street or P.O. Box Number

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

**My request involves the following type of improvement:**

\_\_\_\_\_  
Painting or Staining

\_\_\_\_\_  
Deck Modification

\_\_\_\_\_  
Window/door replacement

\_\_\_\_\_  
Washer/Dryer Addition

\_\_\_\_\_  
Interior re-model

\_\_\_\_\_  
Other: \_\_\_\_\_

**Descriptions of work (include design, nature, size, shape, height, width, color, materials, and location of proposed improvement):**

Planned commencement date: \_\_\_\_\_

Planned completion date: \_\_\_\_\_

**Attachments:**

\_\_\_\_\_  
Construction plans

\_\_\_\_\_  
Architectural drawings

\_\_\_\_\_  
Elevation drawings

\_\_\_\_\_  
Samples or color descriptions (brochure)

\_\_\_\_\_  
Photographs

\_\_\_\_\_  
Sample of materials

\_\_\_\_\_  
Permit(s)

\_\_\_\_\_  
Insurance certificate naming PCLMM, Inc. AND the  
HOA as additional insured (this is required for all  
work)

\_\_\_\_\_  
Other

Attachment 3, page 1

Frisco Bay  
Unit Modification Request  
Page 2

I understand that I must receive the written approval from the Association in order to proceed. This approval does not constitute approval of the local building or zoning department, drainage design or structural or engineering safety and/or soundness. I understand that I may be required

to obtain building or other permits or approvals prior to commencement of any work. I agree that my failure to obtain required building or other permits or approvals will result in the withdrawal of the Association approval. I further agree not to alter existing drainage patterns on the Lot without the express approval in writing by the ACC (if applicable) or Board of Directors. Within fifteen (15) days of completion of my improvement, I will notify the Association in writing. Upon completion of my improvement, I hereby authorize a delegate of the Association to enter onto my property for exterior inspection at a mutually agreed upon time, if requested. I agree that the failure to notify the Association in writing of the completion of the improvement, or my refusal to allow inspection, shall result in the withdrawal of the approval. I further agree that if, at any time during the process, the Association or its agent requests to enter onto the lot or requests further information to determine if the improvement is being constructed in accordance with the approved plan and in compliance with the covenants and guidelines, I will comply with the request. I agree that my failure to comply with the request will result in the withdrawal of the approval. I further understand that the Association may request additional information prior to reviewing the request. In addition, I agree that my failure to start or complete the improvement within the time specified on the application shall result in the withdrawal of the approval unless an extension is requested in writing and approved in writing.

\_\_\_\_\_

Homeowner's Signature

\_\_\_\_\_

Date

For Office Use Only

Date received by Mountain Managers \_\_\_\_\_

Date sent to ACC (or Board) \_\_\_\_\_

Date decision received \_\_\_\_\_

Date owner notified of decision \_\_\_\_\_

## Frisco Bay Townhomes Pet Registration Form

Please mail or deliver this form and payment to the management company.

<b>Unit Number:</b>	
<b>Unit Owner Name:</b>	
<b>Unit Owner Mailing Address:</b>	
<b>Unit Owner Phone Number:</b>	
<b>Renter Name:</b>	
<b>Renter Mailing Address:</b>	
<b>Renter Phone Number:</b>	

### PET INFORMATION

<b>Pet Breed:</b>	
<b>Pet Name:</b>	
<b>Pet Color:</b>	
<b>Pet Weight:</b>	

<b>Veterinarian:</b>	
<b>Veterinarian Phone Number:</b>	
<b>Rabies Shot Date:</b>	
<b>All Shots Up-to-Date:</b>	
<b>Town Pet is Registered:</b>	
<b>Town Registration Number:</b>	

*I, as an owner or renter of 6<sup>th</sup> months or more, have read the Frisco Bay Rules, Regulations and Pet Amendments and will ensure our unit abides by the policies set forth in those documents.*

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**Unit Owner Signature and Date**

**Renter Signature and Date**

**ADMINISTRATIVE AREA ONLY**

<b>Date of Dog Deposit Received:</b>	
<b>Amount Received:</b>	
<b>Check Number:</b>	
<b>Processed By:</b>	
<b>Frisco Bay Pet Tag Number:</b> Blue = Owners Red = Renters	

Attachment 4