

# TANNENBAUM BY THE RIVER II HOMEOWNERS ASSOCIATION RULES and REGULATIONS

## **Introduction**

These Rules and Regulations are for the Tannenbaum by the River II Condominium in Breckenridge, Colorado. These Rules and Regulations are formulated under the authority of the Condominium Declarations for Tannenbaum by the River II as set forth but not limited to paragraphs 9.8 and 9.9 of the Declarations; and under the authority of the By-laws of the owners of Tannenbaum by the River II as set forth but not limited to paragraph 9 of the By-laws. These Rules and Regulations may be added to, amended, or repealed at any time by resolution of the Board of Directors. Suggestions and input to these Rules and Regulations are encouraged. These Rules and Regulations should be communicated to owners, real estate agents and brokers, rental agents, tenants, and guests to ensure an enjoyable residency.

## **Rules and Regulations**

### **Parking**

1. **Garage Parking:** All condominium units on the first and second floors of Tannenbaum II have one designated parking space in the parking garage area. Each condominium unit on the third floor shall have two designated parking spaces in the parking garage area.
2. **Outdoor Parking:** It is recognized that there are six parking spaces in the outdoor parking area at the entrance to the Tannenbaum II building. There are not enough of these parking spaces to completely serve the needs of all of the A, B, and C sections of all of the units. (A unit is defined to include the A, B, and C sections.) Use of these outdoor parking spaces shall be limited to 15 days per month per Tannenbaum II unit with one space allocated per unit. This parking restriction is deemed fair and equitable for all Tannenbaum units. It is calculated as follows: There are 6 outside spaces for 12 units, so  $6/12 = 0.5$  spaces per unit. If distributed over time, this provides 0.5 spaces per unit per day. Assuming 30 days per month, this yields  $0.5 \times 30 = 15$  uses of one space per month per unit.
3. Due to the limited amount of parking, parking control is required. All unit owners, tenants, guests, and invitees shall be issued a parking permit when checking in or when otherwise beginning residence in Tannenbaum II. The parking permit shall contain the date issued, the unit number, the license plate of the vehicle excepting owners' vehicles, and the space in which to park. The parking permit shall be placed in a visible location on the driver's side dashboard. Parking permits are required for parking anywhere on the property, whether inside or outside. The vehicle must be
4. No vehicles belonging to or under the control of a unit owner or members of the family or guests, tenants, lessees or employees of a unit owner shall be parked in such manner as to impede or prevent ready access to any entrance to or exit from a building. Vehicles shall be parked within designated parking areas. Any traffic flow markings and signs regulating traffic on the premises shall be strictly observed.
5. Vehicles parking at Tannenbaum II must be moved from the outdoor parking areas any time there is measurable snow fall for snow removal purposes. Vehicles not moved within a 24 hour period after measurable snowfall occurs will be towed from the premise at the owner's expense without resulting liability to the condominium association. •
6. Vehicles left unattended or disabled will be towed at owner's expense.
7. Tannenbaum II parking garages and outdoor parking area shall not be used for mechanical work on vehicles.
8. Vehicles blocking garage entrances or dumpsters will be towed at the owner's expense.
9. Electrical hook-ups from the building to campers are not allowed.
10. The Managing Agent has the authority for overseeing the parking areas and towing any vehicles in violation of the above parking regulations.

### Prohibition of Damage and Certain Activities

1. Long-term Rentals: An owner shall not rent, lease, or allow a sublease on a long-term basis of any locked-off room separate from the condominium portion of the same unit. A long-term lease or sublease shall be defined as any tenancy to the same party for more than thirty consecutive days.
2. For the safety of owners and guests, no lock-off bedroom shall contain kitchen appliances in excess of the following:
  - (a) a mini-refrigerator not to exceed 3 ft. in height, 3 ft. in width, and 3 ft. in depth,
  - (b) a microwave oven, and
  - (c) a coffee maker is permitted, but it must have an automatic shutoff.

Examples of prohibited appliances are hot plates, toasters, and toaster ovens.

3. No owner or resident shall make or permit any disturbing noises in the building or do anything that will interfere with the rights, comfort or convenience of other residents or tenants. No owner or resident shall play musical instruments or permit the operation of radios, televisions or stereos or other devices in such a manner as to
4. Each homeowner shall be responsible for all damage caused by his or her unit, families, friends, guests, agents, pets, etc., to other units and common areas regardless of whether such damage is caused by accident, negligence, or malice. Each homeowner shall pay for such damages and restitution promptly.
5. No barbecues other than natural-gas-fired units permanently installed on the decks shall be used or placed permanently or temporarily on the decks or on the exterior or interior walkways. Charcoal-burning units are an example of the prohibited barbecues.

### Common Areas

1. Any common sidewalks, driveways, entrances, halls, stairways, passageways, and the elevator shall not be obstructed or used by any unit owner for any purpose other than to enter and exit from units.
2. No ski equipment, bicycles, scooters or similar vehicles shall be allowed to stand in the public hallways, common areas, or passageways.
3. The Association assumes no liability for nor shall it be liable for any loss or damage to articles stored in any common or other storage areas.
4. Any damage to the general common elements or common personal property caused by the owner or a child or children of a unit owner or their guests or the guests of a unit owner shall be repaired at the expense of that unit owner. To ensure their safety, children must be supervised while using common areas, which include the elevator.
5. No owner or resident shall install any plantings of any kind in the common areas without the prior approval of the Board.
6. Items determined to be "unsightly" by the Board shall not be permitted to remain on, or around the premises.
7. Flammable materials are not allowed in, on, or around the owner's premises.

### Modification of Building Exterior

1. No work of any kind shall be done upon the exterior building walls or upon the general or limited common elements by any unit owner. Such work is the responsibility of the Association.
2. No owner, resident, or lessee shall install wiring for electrical or telephone installation or for any other purpose, nor shall any television or radio antenna, machines, or air conditioning units be installed on the exterior of the project including any part of the
3. No awnings, window air conditioning units, or ventilators shall be used in or about the building except as shall have been expressly approved by the Board. Also, no items shall be projected out of any window of the building without similar approval.

4. The appearance of the building must be consistent and conform to the overall decor of the building. This includes exterior door decorations, window treatments, door mats, and porch deck contents.

- a) Doors -Permanent modifications are not permitted. Temporary seasonal decorations are allowed.
- b) Windows -The exterior-side appearance of drapes, curtains, shades, lights, hanging lights, etc., is to be such to give the building a more homogeneous appearance and not clash with the exterior building color. Temporary seasonal lighting is allowed.

#### Rules Governing Animals

1. **Owners, their guests and family members may have pets at Tannenbaum II with the unit owner's permission;** however, the pets-must be under the owner's control (on a leash) at all times in accordance with the Town of Breckenridge pet ordinance. This control shall pertain not only to outside Tannenbaum II, but inside, in the common areas (elevator and hallways) of the building, as well.

2. **Lessees and renters** are not allowed to have pets at Tannenbaum II.

3. ADA rulings govern the rights of people with working dogs, such as seeing-eye dogs. Those rulings supersede any relevant parts of these Rules and Regulations.

4. The following rules shall apply to any pets:

- (a) In no event shall such pet be permitted in any of the public areas of the Building or common areas unless carried or on a leash;
- (b) Owner shall be responsible for any damage to the building or common areas caused by any pet;
- (c) Owner shall be responsible for the removal and cleanup of any pet feces deposited in the building or common area;
- (d) No owner may permit his or her pet to become a nuisance or menace to the community or any resident thereof;
- (e) Any unleashed pets found running loose shall be reported by the management to the appropriate Town facility for removal from the property.

#### Signs

1. "No sign, notice, or advertisement shall be placed on any window or other part of the building, except as shall have been approved by the Board and except as in 2 and 3 below.

2. A real estate or "for sale" sign shall be allowed in the window of the respective unit only.

3. Temporary signs are allowed if they are for the benefit of all homeowners and the Association directly.

#### Firewood and Fireplaces

1. Chopping of wood and the use of axes is expressly not permitted in the units.

2. Firewood is permitted to be stored on the decks.

3. Should the Town of Breckenridge impose "No-Burn" days or restrict the type and usage of wood-burning fireplaces and charcoal grills, these Rules shall be considered amended by such policies.

#### Garbage and Trash

1. Disposition of garbage that is not disposed of in the kitchen sink garbage disposals and trash shall be only by the use of the trash dumpsters in the common area.

#### Laundry Room

1. Only owners and residents are allowed to use the laundry facility at any time of the day. Laundry is not permitted to remain in the washers or dryers overnight, and any refuse is to be deposited in the garbage bins available in the laundry room. Any problems with the machines should be reported to the laundry company immediately. The phone number of the laundry company is posted in the laundry room.

2. Commercial use of the laundry room is prohibited.

## Entering

1. With the consent of an owner, the Managing Agent, or if there is no Managing Agent, then the Board of Directors, may retain a pass key to each unit. In the event that the owners does not so permit retention of a pass key, the Managing Agent, or if there be none, the Board of Directors, its employees and/or agents may make a forcible entry into such unit when the Managing Agent or Board of Directors believes that an emergency requiring entry exists. SO long as such entry is made upon a bona fide belief of emergency, the owner shall have no recourse for any such forcible entry against the Managing Agent or Board of Directors or the person or persons who actually effect such forcible entry.

## Fines

1. An owner shall be fined \$25.00 per day per violation for each violation of the Declarations, By-laws, or these Rules and Regulations caused by an owner or an owner's tenants or lessees. Such fines shall begin to accrue on the day after the Management Agent or a Board member has made a good faith attempt to contact and inform the owner of the violation(s). The fines shall be levied against the owner's Association account, subject to all late fees, interest, and attorney fees allowed. The owner's tenants and lessees shall be defined as those tenants and lessees whose occupancy was arranged by the owner or an agency other than the Association's Management Agent.

2. If Association dues and other monthly charges are not received by the 20th day of the month, a late fee of \$50 shall be charged; and interest of 1% per month on any unpaid balance shall be added to each account if not paid in full by the 20th day of each month.

a. Any unit which becomes 90 days past due shall have all services provided through the Association suspended until the Unit account is brought current. Suspended services shall include, but are not limited to water, cable, WIFI, etc. Access to the Unit, parking and other Association amenities will also be restricted until the account balance is current. A lien against the property shall be recorded with Summit County. All costs resulting from the suspension of services, liens, legal fees, document recording as well as suspension and restoration of services shall be borne by the Unit.

NOTE: All present and future owners, tenants, future tenants, or any other person that might use or have an interest in any manner in the Tannenbaum by the River II Condominium are subject to the regulations set forth in the Declarations, By-Laws, and in these Rules and Regulations. The mere acquisition, rental, or occupancy of any of the units will signify that the Declarations, By-Laws, and these Rules and Regulations are accepted, ratified, and will be complied with.

**Copy in bold print latest revision: 06/27/2015**