

# **RULES & REGULATIONS THE HOMESTEAD AT SNOWMASS SNOWMASS VILLAGE, COLORADO**

## **INTENT**

The Homestead at Snowmass Association in the interest of maintaining the high standards, safety, value, and enjoyment of the property for its owners, tenants and guests has adopted the following Rules. The Property Manager is responsible for interpreting and explaining these rules to interested parties. The homeowner will be held responsible for making his/her renters, guests, and invitees aware of these rules. Occupants are encouraged to report any violations of these Rules & Regulations to the Property Management Company listed in the appendix. Violations of these rules shall be reported to the Board and are subject to actions as set forth in Responsible Governance Policies and Procedures for The Homestead at Snowmass Association except as explicitly provided herein.

## **USE OF COMMON ELEMENTS**

- The common elements, sidewalks, driveways, and passageways shall not be obstructed or used by any person for any purpose other than ingress to and egress from the homes.
- No article shall be placed on or in any of the common elements except for those articles of personal property which are the common property of all of the homeowners.
- Any damage to the common elements caused by a homeowner, family of a homeowner, his/her guests, or tenants shall be repaired at the expense of that homeowner.
- The planting of plants, flowers, trees, shrubbery, and grass of any type is prohibited anywhere on the common elements without prior written consent of the Board of Managers. The use of decorative flower baskets and flowerpots is permitted on or in each unit.
- No fences may be erected around a unit or on the common elements.

## **HOME MODIFICATION AND MAINTENANCE**

- **No part of a unit shall be used for any purpose except housing. Each unit shall be used as a residence for a single family, its staff, and guests.**
- **No industry, business, trade, occupation, or profession of any kind, commercial, religious, educational or otherwise designed for profit shall be conducted, maintained or permitted in any part of the complex.**
- **Nothing shall be done in any unit or on the common elements that may structurally change a building or impair the structural integrity of a building.**
- **No changes of any kind shall be done to the exterior of a building or upon the common grounds by any homeowner. Such work is the responsibility of the Association.**
- **Alterations to individual units by owners that adversely affect a neighboring unit will not be permitted. Homeowners unsure of what is “adverse” should approach the Board of Managers and the Property Manager to clarify any questions.**

## **NOISE AND GENERAL NUISANCE**

- **The following Rule is intended to amplify and clarify existing provisions as set forth in the Declarations and Rules of the Homestead at Snowmass Association. Because of the nature of this issue, this rule is an exception to the procedures of Section D of the Responsible Governance Policies and Procedures for the Homestead at Snowmass Association.**
  - a. **Declarations: There shall be no noxious or offensive activity carried on, in or upon any Common Element, and no loud noise or noxious odors shall be permitted anywhere on the property. Nothing shall be done on the Property which may be or become an unreasonable annoyance or nuisance to any other Occupant. The Board or its managing agent shall have the right to determine if any activity, noise, or odor constitutes a nuisance.... Each Occupant shall be accountable to the Association and the other Owners and Lessees for the behavior of his/her family, staff, contractors, or guests.**

- b. **Existing Rule: Homeowners and their guests shall exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises, whether by voice, musical instruments, radios, phonographs, CD players, television sets, amplifiers, or any other source, in such a manner as may reasonably be expected to disturb the occupants of any other units in the complex.**
- **The noise levels to be considered a nuisance are defined by the Code of Pitkin County, Title 6.36.040, as greater than 55db during the daytime (7:00am to 7:00pm) and 50db during the night (7:00pm to 7:00am). For the purpose of this rule the times at the Homestead are modified as follows: daytime (7:00am to 10:00pm) and nighttime (10:00pm to 7:00am). Exceptions shall be granted for construction on the property authorized by the Board. Examples of common noise levels are provided in the Referenced section.**
- **Occupants should make an effort to notify the offending party of a noise nuisance immediately or at least within 12 hours. If this effort does not resolve the offense or if the offense reoccurs within an eighteen (18) month period of a prior offense, the Occupant shall have the following recourse:**
  - a. **The Occupant may report the offense to the managing agent for the Association who will inform the Board of the circumstances.**
  - b. **If the offense is after 10:00pm, the Occupant may call the TOSV police. According to the TOSV code the police shall determine if the noise is an offense and may issue a fine. The managing agent should also be informed within 24 hours of the offense. A fine imposed by the TOSV does not take the place of any action/fine by the Board under this rule.**
  - c. **Neither action shall preclude the other.**
  - d. **Because of the nature of this offense, the cure must be immediate upon the offending party being notified by the Occupant.**
- **Upon receiving and reviewing a report of a violation of the Noise Nuisance Rule the Board shall take the following actions:**
  - a. **If this is the first offense, the Board or the Managing Agent shall issue a written warning to the Owner of the accused unit. If the owner wishes to dispute this warning, the Owner shall submit a written notice of the dispute to the Board within seven (7) days of receiving the warning.**
  - b. **If this is the second offense within an eighteen (18) month period, the Board shall levy a fine of \$500.00 on the Owner of the offending unit. If this is the third offense within an eighteen (18) month period, the Board shall increase the previous fine by \$500 over the amount of the prior fine on the Owner of the offending unit for such offense. As an**

example, for the fourth offense within eighteen (18) months the fine shall be \$1,500 and for the fifth offense the fine shall be \$2,000.

- c. In any case where a fine is imposed, the Owner shall have seven (7) days to request a hearing before the Board to dispute the fine. Both Parties to the dispute and any other members of the Association shall have the right to address the Board at the hearing. The imposition of the fine shall be stayed until seven (7) days after the requested hearing has been held and a final decision has been reached by the Board. After hearing all evidence and arguments presented at the hearing, the Board shall determine whether the Owner, tenants, family, staff, contractors, or guests of the offending unit have violated the Rule set forth in section 1, above. If the Board finds and determines that such violation has occurred, then the fine shall be reinstated. If the Board finds and determines that such violation has not occurred, then the fine shall be null and void.
- **Payment of levied fine.**
  - a. Because of the nature of this offense, this rule shall supersede the cure provisions set forth in the Responsible Governance Policies and Procedure for the Homestead at Snowmass Association.
  - b. Once a fine has been levied against a unit, the fine is immediately due and payable unless stayed pending a hearing with the Board. If the fine is not paid within 30 days, the fine shall be increased by \$250.00 for each month outstanding.
  - c. If a fine against a unit is outstanding the total amount of the outstanding fine shall be deducted against any payment made by the Owner to the HOA. As an example: If a fine against a unit is outstanding (unpaid) and the Owner subsequently submits a payment to the HOA for a quarterly assessment, the full amount of the fine shall first be deducted from the payment. The remainder will be credited against the assessment as partial payment or payment in full of the Owner's obligation under the assessment.
  - d. Any delinquent payment of a fine levied under this Rule shall be subject to all the provisions under Section A of the Responsible Governance Policies and Procedure for the Homestead at Snowmass Association.

Reference:

Code of Pitkin County Title 6.36

Examples of Common Noise Levels can be found at the following site: [Common environmental noise levels | CHC \(chchearing.org\)](http://Common environmental noise levels | CHC (chchearing.org))

## **VEHICLE PARKING**

- **Vehicles should be parked within the homeowner's garage or personal unit driveway.**
- **Each unit is entitled to parking for not more than three (3) vehicles, and the homeowner must use the garage for at least one car.**
- **The Guest parking area is for temporary use by the Owner, tenants, guest and contractors (personal or HOA). In case a situation arises where an Owner is temporarily unable to use his/her garage or driveway due to limited unavoidable issues, the Owner may contact the Property Manager to explain the issues and request permission to use Guest parking for a limited period of time.**
- **No vehicles shall be parked in the complex with conspicuous "For Sale" signs attached.**
- **No vehicle belonging to or under the control of a homeowner, a member of the family, a guest, or a tenant, or an employee of a homeowner shall be parked in such a manner as to impede or prevent ready access to any entrance or exit from the complex or any of the designated "Fire Lanes" at either end of the complex.**
- **Campers, recreational vehicles (including but not limited to dirt bikes, snowmobiles, ATVs, or similar vehicles) motorcycles, large trucks and vans, RV van conversions, boats and trailers may not be parked on the grounds. The Property Manager may grant a limited exception to this rule for unusual circumstances.**
- **No one may live or sleep overnight in any vehicle on the Homestead grounds for any reason.**
- **Traffic flow markings and signs regulating traffic and parking (especially in the Fire Lanes) on the premises shall be strictly observed by Owners, his/her guests, family, tenants, or contractors.**
- **Vehicles parked in the guest parking spaces should be moved at least once per week during the prime seasons (December 1 through April 15, and June 1 through August 31) and at least once per month during the remainder of each year.**

- **No unused, abandoned, or damaged or inoperable vehicles shall be left in the parking spaces for more than forty-eight (48) hours, or they may be removed at the owner's expense.**
- **No automobile, truck, motorcycle, or any other motor vehicle shall be repaired anywhere on the premises.**
- **Any vehicle that is unsightly or inoperable due to age or abnormal wear and tear, visible or unrepaired body or other damage, deterioration or loss of parts must be either kept in the owner's garage or removed from the complex.**
- **No commercial vehicle of any kind or size whose owner or driver is currently working in or on a unit or the Association's common elements may be parked in the complex overnight. Temporary exemptions may be granted by the Property Manager.**

### **GENERAL APPEARANCE**

- **The balconies, terraces, decks, windows, patios, and common elements shall be used only for the purposes intended and shall not be used for hanging laundry, garments or other articles, or for cleaning household items.**
- **No balcony shall be enclosed or covered by any awning or otherwise without the prior consent in writing of the Board of Managers.**
- **No rugs or other materials shall be dusted from windows, balconies, decks, or patios by beating or shaking. These areas should be kept free of garbage, debris, trash, bicycles, tires, animal droppings, or any other unsightly storage.**
- **No homeowner, resident, or lessee shall install any wiring for electrical or telephone use or for any other purpose. Nor should any television or radio antennae, satellite dish, air conditioning units, or other machines be installed on any part of the exterior of the premises including the balcony except as may be expressly authorized by the Association's Board of Managers.**
- **No person residing in Homestead shall place any advertisement, announcement, or poster of any kind in or on the premises except as authorized by the Association's Board of Managers.**

- **Disposition of garbage, recyclables and trash should be only by the use of the garbage disposal in individual units or the common trash and garbage facilities in the shed at the entrance to the complex.**
- **The Jacuzzi, sauna, and dressing rooms are for the exclusive use of the homeowners, tenants, and their guests. The rules for the facility usage are posted on the dressing room door. The combination for the lock to the spa area is 531.**
- **Toys, sports, or recreational equipment (including but not limited to dirt bikes, snowmobiles, and ATVs) and similar objects should be stored inside the garage or unit by sundown or 9:00 pm, whichever comes sooner.**

### **EXTERIOR OBJECTS**

- **The Homestead Declaration states (section 4.8) that “Nothing shall be hung out or exposed on any part of the Common Elements visible to the general public.”**
- **The purpose of these Rules is to define permitted exceptions to this section of the Declaration. Anything not specifically exempted in the Rules below will be considered a violation of the Declaration.**
- **Plants and Planters- Homeowners are allowed to place flowerpots and hanging flower baskets off their entry or their patio decks. Please note that bird feeders of any type are specifically prohibited due to the danger of attracting bears to the area.**
- **Flags and Political Signs- In accordance with Colorado Senate Bill 100:**

**Homeowners are allowed to display one flag, in good condition, on their unit. The flag may be displayed only while homeowner is in residence and shall be limited in size to a maximum of 4X6 feet. No other flag or banner is permitted.**

**If in residence and only while in residence, Homeowners may display a maximum of one political sign, but no earlier than 45 days prior to an election. Such sign shall not be displayed on common property and shall be in good taste and limited in size in accord with the policy of the Town of Snowmass Village. Any such sign must be removed promptly the day following the election.**

**The Board reserves the right to direct the removal of any flag or sign not displayed in accordance with good taste or in good condition.**

- Retractable canvas awnings are permitted to be installed off of the rear patio decks. However, the specific awning configuration and color must be submitted for Board approval prior to installation. Once installed, awnings must be kept in a state of good repair and not allowed to become an eyesore.

## **PETS**

- No animals, reptiles or pets of any kind shall be raised, bred, or kept in any unit or on the common elements except dogs, cats, or other common household pets. Such number of pets shall not exceed two (2) per unit without the prior written consent of the Board of Managers.
- Each homeowner is entirely responsible for and will be financially liable for the actions of his or her dog, cat, or other pet: improper actions, including but not limited to, making undue noise, trespassing in other units, soiling the common elements, attacking or menacing any person or other pet, or damaging any property in the buildings or on the grounds. Additionally, pets should not be left unattended on unit balconies.
- If the Property Manager determines that any pet has become obnoxious or offensive to other homeowners, the owner of the pet will be given written notice of the problem and must correct the behavior. If not corrected and the problem continues for more than 2 weeks, the owner must remove the animal from the complex.

## **GENERAL LIABILITY**

- Nothing shall be done or kept in any of the units or the common elements that will increase the rate of insurance or result in the cancellation of insurance on the buildings or their contents.
- Homeowners are strictly responsible and financially liable for their own actions as well as those of their family members, guests, tenants, and contractors.
- The Association assumes no responsibility for damage done to any vehicle parked in designated parking areas or any other location in the complex.



- All owners, guests and other users of the spa area, trash shed, and other common areas shall be responsible for any damage done to such common areas. Further, the Association shall not be responsible for any injuries to persons using the common areas or the theft of or damage to personal property of owners, guests and other users left on the common areas or other storage area.

## **PROPERTY MANAGEMENT**

- All charges and assessments imposed by the Association are due and payable upon receipt from the Property Manager.
- Complaints regarding the management of the complex or regarding actions of other unit owners shall be made in writing to the Property Manager or the Board of Managers of the Association. No unit owner shall direct, supervise or in any manner attempt to assert control over or request favors of any employee of the Property Manager.
- The Property Manager should retain a passkey to each unit. No homeowner should alter any lock or install a new lock on any door leading into their unit without prior consent; and if such consent is given, the homeowner should provide a key for the Property Manager's use.
- In the event the homeowner refuses to give a passkey to the Property Manager, or changes the lock without authorization, AND in the event the Property Manager believes an emergency requiring entry exists, the Property Manager may make a forcible entry to such unit. So long as the entry is made upon a bona fide belief of emergency, the homeowner shall have no recourse for any such forcible entry against the Property Manager or Board of Managers or the person or persons who actually make the forcible entry.

The Homestead at Snowmass Association reserves the right to alter, amend, modify, repeal, or revoke these Regulations and any consent or approval given hereunder at any time by resolution of the Association or the Board of Managers.

Approved by the Board of Managers of the Homestead Association on this 28<sup>th</sup> day of February 2022.

## **Appendix**

Property Management:

Snowmass Lodging Company

Ph# (970) 922-4958