Point Lookout Townhouses

Rules and Regulations

APPROVED BY THE MAJORITY OF UNIT Owners
ON 09/28/2022

The following Rules and Regulations apply to *all* residents, whether they are **OWNERS** of the townhouse units, **GUESTS** of owners, or **TENANTS** of townhouse units:

Decks:

1. Decks and stairs must remain clear of all items except neatly stacked firewood, appropriate outdoor furniture, flower/plants, and electric or LP gas grills with 1 pound gas container capacity. Recreational equipment must be stored inside the unit or garage. Decks must be kept in a neat and clean manner - clear of rubbish, out of season decorations, equipment, clothes, laundry, sheets, blankets, ash trays or ash buckets, etc. Charcoal grills, smokers, etc. are not allowed on the decks for use or storage per 2015 IFC.

2. Decks must be shoveled and cleared of all snow as frequently as necessary in order to protect the building's foundation from the snow melt.

General:

1. General common element areas must remain clear of personal property. General common element areas are, but not limited to: the driveway, parking lot, and the perimeter of the buildings.

2. General common areas must remain clear of litter and animal waste. Owners, tenants, and guests must pick up all litter and animal waste promptly and properly dispose of said waste.

3. Each unit is responsible for bringing their trash container to the curb every trash day and putting their trash container away after service. Each unit must wait to put non-bear proof trash containers out until the day of service. Storage of the trash container in the parking area is not allowed during the winter season in order to facilitate efficient and detailed plowing of the parking lot.

4. The owners of the units are prohibited and restricted from using any land or air space outside the exterior building lines, except as may be allowed by the Property Management Company or majority of units.

5. Each Owner and the occupants of a unit shall maintain or cause to be maintained the entire unit, including all items inside and outside of the unit in a safe and functioning condition and repair, and all of the fixtures and utilities therein.

6. Excessive noise after 10 p.m. or before 7 a.m. is expressly prohibited. Such noise includes, but is not limited to, music, outdoor conversation, indoor conversation, television sound, pets, automobile horns, and engines noises.

7. Use of the general or limited common elements will be made in such a manner as to respect the rights and privileges of the other Owners.

8. All units are required to have smoke and carbon monoxide detectors installed per Colorado House Bill 1091 – whether or not you are selling or renting your unit. All carbon monoxide and smoke detectors have to be replaced at least once every 5 years, or as recommended by the manufacturer.

9. The premises shall not be used in any way or for any purpose which may endanger the health or unreasonably disturb the owner of any unit or any resident thereof.

10. No business activities of any kind whatsoever shall be conducted in the building or in or on any portion of the condominium project.

11. No signs, advertisements, billboards, unsightly objects or notices shall be allowed (except one of not more than two square feet "For Sale" or "For Rent" per unit), exhibited or fixed on any part of the outside or inside of the building by any Owner, Guests, or Tenants other than signs approved by the majority of units or by local or Federal laws. Political signs* are allowed per Federal Laws.

12. Owners may display American Flags, no larger than 6 sq. ft., in windows and on decks if the display complies with the Federal Flag Code, 4 U.S.C. 4 to 10. Owners may also display Service Stars in on their unit's window. Political Signs* 6 square feet or less may be displayed in unit windows not more than 30 days prior to election and must be removed no later than 3 days after election.

PARKING:

1. Parking for owners and owner's guests is allocated to the area in front of unit owner's individual unit. No motor vehicles shall remain parked upon the property unless the same is in good working condition and used for actual transportation at least once per week.

2. Every vehicle must be removed from the parking area when the plow arrives to clear the parking area of snow. In the event that an owner is unable to move a vehicle, the owner of that vehicle will be responsible for clearing their own parking space(s), as the plow will not return until the next measurable snowfall.

3. Designated parking areas are the only areas in which parking is permitted. Parking in non-designated areas may subject the offending vehicle to towing and all charges and fees associated with tagging and towing.

4. (Section deleted re: trailers, and rec equipment)

5. Per Colorado Law: The exception to the parking rules are emergency vehicles meeting the following criteria: a) Any Owner required by his or her employer to have an emergency vehicle at his or her residence during designated times AND b) the vehicle weighs 10,000 pounds or less; c) the Owner is a member of a volunteer fire department or an emergency service provider;** d) the vehicle has an official emblem or visible markings of an emergency service provider; and e) parking the vehicle will not obstruct emergency access or interfere with the reasonable needs of the other residents who use the driveways for parking.

CONDOMINIUM RENOVATIONS:

1. (Entire section deleted per owner request)

UTILITIES:

1. No Owner shall allow the ambient temperature in such Owner's unit to fall below 50 degrees Fahrenheit.

2. Electric service shall be maintained to each unit between September 15th and May 15th at a minimum.

3. In order to prevent sewer gas from accumulating, each Owner shall at all times maintain water and/or sewer service to such Owner's unit, filling the p-traps and toilets at least once per week.

FINES:

Per HB22-1137 regarding violations by Owners, Guests of Owners or Tenants to the Declaration, Bylaws, Rules and Regulations or other Governing Documents that threaten the public safety or health: The Association or Manager shall deliver written notice, stating the violation to the unit owner, and informing that the violation must be cured within 72 hours or the Association may issue fines and/or take legal action. Fines may be assessed to the unit owner every other day and shall not exceed $100 per assessment.

Per HB22-1137 regarding violations by Owners, Guests of Owners or Tenants to the Declaration, Bylaws, Rules and Regulations or other Governing Documents that DO NOT threaten the public safety or health: The Association or Manager shall deliver written notice, stating the violation to the unit owner, and informing that the violation must be cured within 30 days or the Association may issue fines, not to exceed five hundred dollars ($500). Before any such fine is imposed the Property Management Company shall give written notice of the right for a hearing before a committee consisting of not less than one other unit owner, to be held within seven (7) days from the date of such notice. A representative of the Property Management Company shall sit on and participate in the hearing, but shall not have a vote in the disposition of alleged violation. The notice shall be deemed properly given when mailed, postage prepaid, to the Owner's last known address. The notice shall describe the alleged violation(s), the proposed fine, the date and time of the hearing, the place of the hearing (including the possibility of having the hearing by telephonic means).

The Owner so notified may be present and shall have an opportunity to be heard at said hearing or may have a designated person as his representative at said hearing. If the notice is to be by telephonic means, the Owner or its representative must supply to the Property Management Company a telephone number where said person may be reached no later than 72 hours before the time of said hearing. Appeal from any decision of the majority of units by the Owner shall be to the Gunnison County Court or District Court of the State of Colorado depending on the amount of the fine and the jurisdictional requirements of each Court.

Any fines, charges, or penalties imposed by the majority of units shall be and constitute an assessment against the offending unit and the Association shall have a lien and all legal rights and remedies therefore.

The above Rules and Regulations shall in no way amend or alter the Articles of Incorporation, Condominium Declarations, or Bylaws of the Association, but only be supplemental thereto.

* "Political Signs" A sign that carries a message intended to influence the outcome of an election, including supporting or opposing the election of a candidate, the recall of a public official, or the passage of a ballot issue."

** " Emergency Service Provider" The statute defines as "a primary provider of emergency fire fighting, law enforcement, ambulance, emergency medical, or other emergency services."