

**DILLON VALLEY WEST CONDOMINIUMS
POLICIES, RULES, AND REGULATIONS
Revision Effective – -October 2014**

The Association has engaged the services of a property management company, presently Focus Property Management (hereafter referred to as FPM or managing agent), to oversee, maintain and manage the property for the Association on a day-to-day basis. Under the terms of this agreement, FPM and its staff are acting on behalf of the Association in administering these Policies, Rules and Regulations.

Any questions or problems an owner may have with the application or enforcement of these Policies, Rules and Regulations may be discussed with the onsite staff, a FPM manager, or directly with the Association Board of Directors. Keep in mind that the management company, FPM, is only applying/enforcing Policies, Rules and Regulations set down by the Association Board of Directors.

POLICIES & PROCEDURES

KEY POLICY

In accordance with the declarations, as managing agent for Association, FPM must have keys to access all units even if managed by another management company for rental purposes.

Keys belonging to the Association consist of masters that allow entry through building security doors and the boiler rooms. Owners must provide keys to enable access to their units. This includes keys to deadbolt locks.

Association keys are to be used only by FPM personnel or a member of the Association Board of Directors in the performance of their duties. The Association keys will not be provided to or for the use of anyone else.

Association keys will be maintained in a separate and secure manner with access and use strictly controlled.

It should be noted that the boiler rooms are not a “secure” area as Public Service Co. requires the Association to provide them with a key to each boiler room for the purpose of “reading” the electric meters.

Lockbox hangers will be provided in the area near the garage door of the clubhouse for use of owners and Real Estate agents for hanging lockboxes. Lockboxes placed on other common element areas will be removed by staff. The staff at the clubhouse will NOT keep or store keys for owners. (See Rule 8 and 13 below.)

SNOW REMOVAL POLICY

Generally, the day following a substantial snowfall, (4 ” or snow removal equipment will begin to clear all driveways and parking areas by approximately 9:00 a.m. In order to facilitate quick and thorough snow removal, it is imperative that all vehicles be moved as directed by the managing agent.

Should you have any vehicles in the parking area that are non-operational or will remain due to your absence for an extended period of time, it is your responsibility to make arrangements with the managing agent to prevent the vehicles from being towed away. Any vehicle not moved from the parking area for snow removal, or your failure to make proper arrangements with the managing agent (located in the Dillon Valley West Clubhouse), will result in the vehicle being moved and stored at your expense.

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CONDUCT OF MEETINGS

- All Regular and Special Meetings, Executive Committee and Committee Meetings of the Association are open to the membership;
- Notice of any unit owner meetings will be physically posted in a conspicuous place, if feasible, in addition to any electronic postings or mail notices that are given.
- The Association will use electronic means of giving notice of unit owner meetings. If electronic means are available, the Association will email meeting notice to unit owners who request it and provide the Association with their email addresses.
- The Board will allow a unit owner to comment prior to its taking formal action on an item under consideration; however, the Board may place reasonable time restrictions on the person speaking.
- Votes for contested positions for Board members at Annual Meetings will be taken by secret ballot. At the discretion of the Board, or if requested by 20% of unit owners present or represented by proxy, if a quorum has been achieved, secret ballots will be used for a vote on any other matter on which all unit owners are entitled to vote. Ballots will be counted by a neutral third party or committee of owners not candidates or Board members.
- Proxies are not valid if obtained through fraud. The Association may reject votes, ballots, or proxies, if the person tabulating votes has reasonable basis to doubt their validity. The person who rejects a vote, ballot, or proxy is not subject to damages. All actions of the Association regarding such rejections are valid unless a court determines otherwise.
- All Board Members are expected to attend monthly meetings and budget meetings and are expected to inform the Board if they are unable to attend a meeting. After three unexcused absences or three consecutive missed meeting the BOD is authorized to terminate a board members further participation as a voting board member.

BOARD MEMBER CONFLICT OF INTEREST

Board members must declare any conflict of interest [defined as financial gain to Board member or parent, grandparent, spouse, child, sibling of Board member or spouse of any of those persons] in an open meeting. Though said Board member is prohibited from voting on any issue when such conflict exists, he may participate in discussions prior to the vote.

EXAMINATION OF ASSOCIATION RECORDS

Any member of the Association may contact the management company and have access during normal business hours to relevant, requested records within a reasonable length of time. Copies will be provided at a charge per statute.

INVESTMENT OF RESERVE FUNDS

The Association will:

- Follow cash or modified accrual accounting practices;
- Hold Reserve funds separately;
- Invest Reserve funds in conservative accounts; and,
- Deposit funds in fully insured accounts.

CONFLICT RESOLUTION

- Whenever a dispute arises between the Association and any owner, the Association and the owner are encouraged to try to resolve the dispute by methods other than court action (litigation).

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- When the Association is collecting past due assessments or dues, the Association or its Managing Agent sends warning or “delinquent” notice to the owner to inform the owner of the amount owed and to encourage the owner to pay without litigation. If the Association is enforcing its governing documents, the Association will give notice to the owner of the alleged violation in an effort to avoid litigation by having the owner comply with the governing documents.
- If the Association and the owner agree, their dispute may be submitted to mediation before any lawsuit is filed. The written, signed agreement submitting their dispute to mediation shall state who the mediator will be, that the parties will pay their share of the mediation fees, and will provide a time limit for conducting the mediation. If no mediation is held within that time period, and no agreement extending the time is signed, either side is free to file suit.
- If the dispute is resolved through mediation, the parties shall sign a written settlement agreement. The settlement agreement will usually state that the agreement will be enforceable by the courts in the event either side violates the terms of the agreement.
- Mediation shall not be used in situations involving an imminent threat to the peace, health, or safety of the community.
- Mediation is highly recommended but not mandatory before proceeding with litigation. If either the Association or the owner chooses not to attempt a resolution of their dispute through mediation, the party may file a lawsuit to resolve the issue.

COLLECTION POLICY

Association dues payments are due the first day of each month. If payment is not received by the 30th of the month, the owner is notified in writing with a past due statement. Any owner delinquent in the payment of monthly dues or special assessments shall be assessed the following fees and penalties:

- After 30 days: Payment of a \$20.00 late fee for each 30-day period.
- After 60 days: Statement sent with intent to collect letter and late fee and possible legal action, including foreclosure, per the Board's directive. The delinquent owner will be given a single six month opportunity to pay off any indebtedness to the HOA. Failure to meet this obligation will result in immediate legal action.

A payment of less than the full amount owed to the Association shall be applied to pay the following [if applicable] in the order listed, from oldest to most recent in each category:

1. Attorney fees and costs incurred by the Association and for which the Owner is responsible pursuant to all governing documents and Colorado law;
2. Fines, late charges or other monetary charges or penalties;
3. Past due Special Assessments;
4. Past due installments of Regular Assessments;
5. Current Special Assessments; and
6. Current monthly payment for Regular Assessments.

All payments to the Association are handled by Basic Property Management. Payment coupon books are available upon request as well as an automatic bank draft payment option

CLUBHOUSE POLICIES AND RULES

POLICY FOR THE USE OF THE CLUB FACILITIES

1. All owners, tenants and renters are entitled to use the club facilities at any time it is open for use.
2. Owner guests, not necessarily renters, may use the club facilities only if accompanied by the owners at all times they are using the club facilities.

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POLICY FOR USE OF CLUBHOUSE PARTY ROOM

1. The clubhouse party room with kitchen may be used by a group during clubhouse hours after reserving same in writing through management personnel in the clubhouse.
2. One owner must assume liability for any damage done to the premises as a result of a meeting or party.
3. The entire clubhouse may not be reserved only the upstairs party room. Cost of renting the clubhouse is set by the Board of Directors.
4. A \$100.00 deposit shall be tendered against damaged and/or cleaning expenses. This shall not limit the owner's liability. If the premises are left in "as found" condition the deposit shall be returned. If after use, the party room is not left in "as found" condition, the managing agent's staff will clean and return the area to a clean state and the \$100.00 deposit being held will be retained and the owner will be billed for the actual cleaning costs. If party room user (owner) wishes to engage the services of the managing agent's staff to clean the party room to "as found" condition these arrangements must be made prior to their use of the room, they may do so and not be subject to forfeiting their deposit as indicated above. Fees for this cleaning are between the user (owner) and the managing agent.
5. No more than 35 people may attend one party or meeting.
6. All clubhouse rules and regulations will remain in effect during such party or meeting.

CLUBHOUSE RULES

1. Hours vary seasonally.
2. No pets inside the swimming pool area.
3. No alcoholic beverages allowed.
4. No glass containers in the pool area.
5. Swimsuits only - no cut-offs or T-shirts in the water.
6. No throwing of objects in the pool area.
7. Pool toys may be used in the Clubhouse pool, but only the usual and standard kind. No car tire inner tubes, rafts, or kayaks may be used in the pool.
8. One hour limit for the game room tables, when others are waiting to use the game room.
9. Children under fourteen (14) must be accompanied by an adult eighteen (18) or over when anywhere in the clubhouse.
10. Game equipment must be returned to reception desk after use.
11. No smoking in Clubhouse.
12. Excessive noise or disruptive behavior will not be tolerated.
13. Managing Agent reserves the right to deny use of facilities to anyone not complying with the rules.
14. Failure to observe the rules listed above may result in the unit owner/occupant to be fined and/or have their clubhouse use privileges revoked for up to 30 days for each offense.

RULES AND REGULATIONS

Pursuant to paragraph 14 of the Declaration and Paragraph 4.04 (b) of the By-laws, the following Rules and Regulations are adopted. With regard to the following rules, owners are responsible for the conduct of their tenants, occupants, or guests and violation of this rule will be the owner's responsibility. Any sanctions as a result of violations will be assessed against the owner. The managing agent, currently FPM, and its staff are contracted by the Association to apply and enforce these Policies, Rules and Regulations and should be treated with respect and courtesy. Any mistreatment of staff while doing their contracted services by an owner, guest of owner, or tenant of an owner may subject that owner to a fine or penalty.

1. No common sidewalks, driveways, entrances, halls, stairways, or passageways shall be

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obstructed or used by any Unit Owner for any other purpose than for ingress to and egress from the Units; they shall not be used as storage, work, or play areas. Except as to the areas termed Limited Common Elements, except for those articles of personal property that are the common property of all Unit Owners, and except skis on ski racks, and coats on existing racks.

Additionally, nothing may be stored on a common element without the express written permission of the Association.

2. The balconies and terraces, decks or patios, shall be used only for the purposes intended and shall not be used for hanging garments, signs or other articles or for cleaning rugs, household articles or other items. Flower pots can be hung from May 1 – Sep 30 Holiday lighting and decorations are permitted between Thanksgiving and February 1st, but must be removed by February 1st. Nothing may be stored permanently on the balconies or patios visible above the balcony railings without the written permission of the Board of Directors. Each balcony and patio shall be kept in a neat and clean and orderly fashion. The only exception to storage on the balconies that is visible above the railing and does not require Board approval, is the storage of bicycles from the ceiling area of the deck.
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. Disposition of garbage and trash shall be only by the use of garbage disposal units or by use of common trash and garbage facilities.
5. 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, without the prior written consent of the Board of Directors.
6. No Owner, resident, or lessee shall install wiring for electrical or telephone installation or for any other purpose, nor shall any television or radio antennae, satellite dish, machines, or air conditioning units be installed on the exterior walls of the project, or that protrudes through the walls or the roof of the condominium improvements. Any satellite installation on the balcony will require that the balcony be restored to its original condition when the unit is vacated. Any costs incurred to return the balcony to its original condition is the responsibility of the owner. The HOA suggested installation for satellite dishes is to place it on a pole/post in a bucket.
7. In unit installation and use of clothes washer/dryers is prohibited unless the installation is approved by the Board of Directors. An installation request may be made using a request form that is available from the staff at the clubhouse. Any installations done without approval are subject to fine and removal costs. If an owner has an existing installation they may apply for approval and any costs involved in will be billed to the owner. Units with washer/dryers will be charged \$120.00 annually for the additional water usage. This fee will be added to the owner's HOA account e
8. Failure to provide the Property Management team with a key to a unit will result in a fine of \$50.00 per month. In the event of an emergency where the Property Management team does not have a key owner will be responsible for any damages or locksmith costs where access to the unit is required. Any costs for additional damage or repairs that can be attributed to managing agent not being able to access a unit due to not having keys for access, will be billed to owner. If managing agent needs to access a unit and they do not

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have working keys for a unit, if it is deemed necessary by staff to access the unit due to an emergency they will contact a locksmith to gain access. Owner will be subject to \$100 fine plus costs for locksmith. If staff has non-emergency reason for accessing the interior of a unit and they do not have working key(s), the owner will be given a courtesy notice to provide keys for access within 10 days. If key(s) are not provided within notice period the owner will be subject to a \$50.00 monthly fine plus costs of locksmith to make key or new door locks.

9. Owners and occupants shall exercise reasonable care to avoid making or permitting loud, disturbing, or objectionable noises. Using or playing, or permitting to be used or played, musical instruments, radios, phonographs, television sets, amplifiers and any other instruments or devices in such manner as may disturb other Owners, tenants, or occupants of other Units is prohibited. Loud parties which disturb other occupants shall not be tolerated. Due to safety reasons, children are not allowed to play in the parking lots. Quiet hours are from 10PM to 6AM.
10. **Pets**
 - a) Owners are allowed to keep pets of the usual and ordinary kind of domestic dogs, cats, fish, and birds (in inside birdcages).
 - b) No animals, livestock, reptiles, or poultry shall be kept in any residence for the purpose of breeding or raising therein for commercial purposes.
 - c) No animal shall be permitted to be in any Common Area of the Complex except on a leash or under the immediate control of its owner or its own agent. No animal may be tied to or housed on or in a Common Area.
 - d) No animal shall be permitted to excrete in any part of the Complex not specifically designated for such purposes. It is the absolute duty and responsibility of each animal owner to clean up after his animal. **Owners who are caught not cleaning up after their pets can be assessed a fine of \$100.00 per incident!**
 - e) Each owner shall be totally responsible for the actions of his animal and liable for any unreasonable noise or damage to person or property caused by his animal.
 - f) Should an animal become obnoxious to other owners, the owner shall be given written notice to correct the problem. If not corrected, the owner, upon written notice, will be required to remove the animal from the property.
 - g) Tenants or guests are not allowed to keep a pet of any kind on the premises.
11. An Owner is responsible for the actions of his tenants and guests and for their adherence to the Rules and Regulations, Declarations and By-laws. Owners are strongly encourage to carry insurance on their units, however this cannot be mandated, therefore any damage to the General Common Elements or common personal property caused by an Owner, or a member of an Owner family or his guests or his tenants, shall be repaired at the expense of that Unit Owner.
12. The Security Doors are to be closed and locked at all times except during brief periods of time for continuing access.
13. The Association, through its Board of Directors and its managing agent, if appropriate, shall retain a key to all units, including all deadbolts. No owner shall alter any lock or install a new or additional lock on any door leading into the unit without providing access keys to the Association's managing agent.

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14. Parking:
- a. All parking lots at DVW are for use by DVW owners, residents, and guests only.
 - b. Each owner is issued parking tags to be displayed in vehicles while parked in any Dillon Valley West parking lot. The parking tags are to be hanging from the front inside rearview mirror, with the identifier information facing out towards the windshield. An owner is entitled to request guest tags as needed for temporary use. Owners must supply the parking tags to tenants, guests, or management companies. The guest tags can be obtained from the on-site Managing Agent. The guest tags can be used for a period of **no more** than 5 consecutive days. The Managing Agent will keep a log of the parking tags and guest tags issued. An extension can be obtained by written permission from the Board of Directors. Any parking tags that are lost, stolen or misplaced must be reported to the Managing Agent. Replacement parking tags cost \$25.00 each that will be charged to the owner. Any vehicles not displaying the proper authorized parking tags will be subject to towing after a 24 hours warning notice is given.
 - c. The maximum number of vehicles per unit that are allowed in the parking lots is:
One Bedroom – 2
Two Bedroom – 2
Three Bedroom – 3
 - d. Only one vehicle per unit may be parked next to the building and only in the space reserved for that unit. If an owner/resident/guest complains an unauthorized vehicle is parked in their reserved space, that vehicle will be subject to immediate towing.
 - e. Vehicles parked on either side of a building must park head-in; no back-in parking allowed. No vehicle shall be parked within 5 feet of a building.
 - f. The following are not allowed in the parking areas: boats, trailers, snowmobiles, recreational vehicles, and those vehicles that are over 17 feet in length. Vehicles parked by Unit Owners while on vacation or during a period of illness shall not constitute abandoned or inoperable vehicles, provided the managing agent is notified and the request documented prior to leaving the vehicle or in a reasonable amount of time during a period of illness. Vehicles that are inoperable, unlicensed, or not regularly used will be towed.
 - g. No vehicle shall be placed on the premises so as to impede or prevent ready access to any entrance to any building. Vehicles shall be parked in designated parking areas only. All traffic flow markings (including painted stripes) and signs regulating traffic shall be strictly observed. Any damage to grass, shrubs, trees, or sprinkler system as a result shall be the responsibility of the vehicle and/or condo owner.
 - h. Painting, resurfacing the lots may be done at any time during May – October. Should you have any vehicles in the parking area that are non-operational or will remain due to your absence for an extended period of time, it is your responsibility to make arrangements with the managing Agent to prevent the vehicles from being towed away.

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Any vehicle not moved from the parking area during painting or resurfacing as a result of your failure to make proper arrangements with the managing agent (located in the Dillon Valley West Clubhouse), will result in the vehicle being moved and stored at your expense. Seven day notice will be given to all units.

- i. Vehicle owners shall cooperate with snow removal efforts by removing their cars from parking areas when requested to do so. Vehicles not removed will be subject to towing.
 - j. Vehicle maintenance may not be performed in the parking lots. Vehicle and/or condo owners will be held accountable for damage to the asphalt or other surface as a result of leaking or spilled fluids, including, but not limited to, motor oil, antifreeze, and transmission fluid.
 - k. Exceptions to these rules may be granted upon written appeal to the Board of Directors or to the Managing Agent, if so authorized to grant exceptions.
 - l. All towing shall be at the vehicle owner's expense.
15. The use of charcoal grills is prohibited on any common element or limited common element on the property.
16. Smoking is prohibited in the stairwells and entryways of all buildings. Smoking is prohibited in all areas of complex in conformance with the Summit County "No Smoking Ordinance."
17. Chemical logs or flammable fluid fire starters shall not be used in fireplaces. Ashes taken from fireplaces shall be disposed of in the metal ashcans provided by owners. Storing ashes taken out of the fireplace anywhere else in the buildings is expressly prohibited.
18. Owners will comply with County ordinances. Managing Agent shall, when appropriate, refer potential violations of County Ordinances to the appropriate County authority for enforcement.
19. No signs or advertising devices of any kind shall be erected or maintained on any part of the Complex by anyone other than the Association, without the prior written consent of the Board. No signs shall be erected or maintained which violate zoning or other applicable laws or ordinance.
20. The storage of hazardous or dangerous materials is not permitted anywhere in the common elements. If items of this nature are found, staff will notify the owner/occupant to remove immediately. The owner is subject to a \$100 fine. If not removed immediately, the staff will determine the appropriate method of removal and the owner will be billed for those costs.

NOTICES

All official communication between the Board of Directors and its Managing Agent, shall be to the OWNER of record for the unit. It is the OWNERS responsibility to notify the Board or its Managing Agent of any change of contact information. Should an owner wish official notice to be given to some other party, they must notify the Board or Managing Agent in writing. An owner may request the Association and/or Managing Agent send additional courtesy notices to third parties such as a property management company, and the Managing Agent may agree to do so at their discretion. Any costs for these additional notices shall be the responsibility of the owner.

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The Board and its Managing Agent will attempt to communicate with owners, renters, guests and unit occupants as appropriate and in appropriate languages as practicable. It is, however the OWNERS responsibility to communicate these Rules and Regulations to their tenants and guests via wording in their leases and providing copies of these Rules and Regulations to their tenants and guests. It is recommended that owners who rent their units place copies of the Rules and Regulations in their unit and those that rent long term, attach a copy to their lease as an attachment. Copies of these Rules and Regulations are available at the clubhouse in English and Spanish.

Most of the ongoing communication between the Board and owners relating to monthly Board meetings and communication is viewable on the internet on the Association website at www.dillonvalleywest.net. An owner may opt in or out of receiving this ongoing communication via USPS.

ENFORCEMENT OF COVENANTS AND PENALTIES

Violations of these rules and regulations as well as violations of provisions in the condominium Declarations and By-laws shall subject the owner of the unit in question to the following potential penalties.

1. Management shall have the discretion to issue a courtesy notice to have a violation corrected for the FIRST violation of the rules where the violation does not constitute a danger or nuisance, for example, improper parking of a vehicle and storage items in a stairwell. Violations that affect the quiet enjoyment of other occupants may subject the owner to either a warning or a fine of up to \$100 at the discretion of the Board. Additionally, the Board may elect to deny clubhouse privileges for up to 30 days depending on the seriousness of the violation.
2. Each additional violation within a 60 day period or continuing violations that are not corrected within seven days of notice shall subject the owner to an additional warning or to a fine of \$50 to \$100 per violation at the discretion of the Board. Additionally, the Board may elect to deny clubhouse privileges for up to 90 days depending on the seriousness of the violation.
3. If a continuing violation is not corrected as set forth above, and additional \$100 fine may be assessed for every 30 days so long as the violation continues unabated.
4. In addition, the foregoing notwithstanding, for any violation for the discharge of oil or other vehicular fluids, or major vehicle repairs, OR any other parking violation enumerated above, the violation shall be assessed a minimum mandatory fine of \$100.00.

With regard to these penalties, the Board or their designated representative shall notify the owner in writing of the violation and the potential or assessed penalties. The owner shall have **15** days from the postmark date of the written notice of the violation to file a protest. If a protest is filed, the owner has the right to appear in person or by representative or by written response, at the next Board of Directors meeting to protest the violation. Should the owner elect to protest, the owner may present any information to support his position at the meeting. The decision of the Board shall be final and collection of the fines shall be pursuant to the condominium Declarations.

AMENDMENT

The foregoing Rules & Regulations are subject to amendment and to the promulgation of further regulations.

The above Rules & Regulations were duly adopted by the Board of Directors of Dillon Valley West at the first Organizational Meeting of the Board held on June 5, 1979, and subsequently amended

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at various times through vote of the Board of Directors. Effective March 30, 2006, any existing procedure may be amended or 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.