

HOMEOWNER'S MAUNAL  
RULES AND REGULATIONS

SKYLINE CONDOMINIUM ASSOCIATION  
OF SILT, INC.

699 7th. St.  
Silt, CO 81652

SECTION A- PREFACE

- I In connection with your purchase or occupancy of a Skyline Condominium, you agreed to the provisions of the Declarations and the By-Laws of the Association. Those documents provide a plan for the individual ownership of the common area of Skyline Condominium Association of Silt, Inc. Its provisions are management guidelines for the Home owners Association Board of Managers, according to the By-Laws. The Association, of which each condominium owner is automatically a voting member, is defined in the *Articles of Incorporation*.
- II This manual is intended to acquaint you with the policies, rules and regulations whereby the Board of Managers supervise the use of the common area by all Condominium residents. Board authority also includes enforcing these regulations by establishing penalties for any infractions. Since condominium ownership represents a considerable investment by each owner, it is essential to protect this investment by proper maintenance, management, and regulation of the common areas.
- III. The information contained herein applies to owners and renters alike except that voting rights in the association are limited only to owners. The obligation of all residents to abide by the regulations described in this manual is stated in the Declaration and By-Laws. Each owner who rents out his or her condominium is therefore required to:
  - A. Notify the secretary of any changes of address or phone number
  - B. Notify the Secretary in writing as to whom the privileges of residence in the association have been delegated as well as provide a copy of the tenant lease.

C. Provide the tenant (s) with a set of the By-Laws and Rules and regulations.

2

D. Notify the Secretary of the names, the number of persons in each unit, the make and license number of vehicle (s ), and the number of animals, if any.

IV. Revisions to this manual will be made as required and updated pages issued accordingly.

## SECTION B—HOMEOWNER'S MANUAL

I. Skyline Condominium Association of Silt, Inc..

This Association of condominium owners is a non-profit corporation chartered under Colorado Law. Its purpose is to perform for the owner those responsibilities and maintenance and management tasks that normally are part of home ownership. The Association owns none of the land or improvements in the Skyline Association of silt, but represents all the owners as pertains to the management of the common areas.

II. Board of Managers

A. This is the governing body of the Association which fulfills the above-stated purposes and transacts the Association's business. The Board of Managers is to be responsible for all detailed maintenance, administration, and management of the complex.

B. The Declaration of Skyline Condominium Association of Silt, Inc. require the election of a Board of Managers consisting of three to five homeowners. The Board of Managers shall have powers enumerated in the By-Laws.

C. The Board of Managers meets at least once a year, or whenever necessary, to determine policies, discuss problems, review the budget and financial reports, work with homeowner committees, inspect physical appearance of the facilities, and review the efficiency of contractors and the effectiveness of the rules.

D. Judicial and Appeals: To hear and review complaints and appeals by residents.

2

III. Financial Responsibility

The most important responsibility of the Board of Managers is the control of the corporation's budget, receipts and expenditures.<sup>3</sup>The responsibility includes a close review of all financial records, reports, balances and procedures. The funds involved are homeowner's funds, and all owners are urged to read and discuss reports, summaries and other financial information, in that proper maintenance and property values depend upon fiscal responsibility.

IV. Services to All Homeowners and Occupants

A. These services consist of lawn mowing, outdoor watering, fertilizing, weeding; trash collection; snow removal; roads and grounds repair; and maintenance of the exterior and roof of each condominium except for doors, windows, screens, patios, and decks.

B. Assessments for services

1. These services are funded from the monthly assessments paid by each condominium owner, as provided in the declarations. The assessment is mandatory and, if not paid when due, may become a lien against the condominium. The "DELINQUENCY PROCEDURE" is explained under Section D of this document.

2. Default by any other member in payment for the monthly assessment, or any special assessment levied by the authority of the Board of Managers, is cause for suspension of the member's voting rights, until the assessment has been paid in full.

V. Definition of "Common Area"

This is all the land and improvements in Skyline Condominium Association of Silt, Inc., except the individual condominium units. The improvements, which are owned by the individual condominium owners in common with all other owners, consist of all walks, drives, lawns, shrubs and parking areas. The Association, therefore, maintains these common-area items, and also provides exterior maintenance on each condominium as follows: paint, repair, replacement or other care required by roofs, gutters, downspouts, and other exterior building surfaces. Screen/storm doors, all other doors, windows and screens are the individual homeowner's responsibility to maintain, and must comply with the Association standards at all times.

3

VI. Architectural Controls

This is a responsibility of the Board of Managers, which may be delegated to an architectural committee consisting of three persons appointed by the board. No interior alterations which involve structural changes, building, wall, door or deck cover or attachment thereto may be constructed until the plans have been approved, in writing, either by the Board or Committee. Moreover, no temporary structure of any kind, including mobile homes or trailers, may be used anywhere in the common area as a residence, either permanently or temporarily.

VII. Communications

A newsletter is issued periodically to inform all owners and residents of information and policy changes affecting Skyline Condominiums.

VIII. General Information

A. Trash is to be deposited in the dumpster provided, preferably in plastic trash bags. It is picked up once a week.

B. Roadway and parking area will be subject to snow removal. Notification will be given when it is necessary to remove, or move, vehicles from the parking area for this purpose.

C. A walk-through of the complex will be made periodically by at least two board members to assess the general maintenance of all common areas. Visible accumulation of trash or storage of trash within either the common area or on decks or balconies, which is attributable to an individual unit, will be cited in writing. Immediate notification will be given the unit owner, current resident and other Board Members. If corrective action is not taken within seven days of the notification, an automatic fine of \$25.00 will be levied against the unit owner and management will then clean the area at a rate of \$25.00 per hour, which will be back charged to unit's owner. All citations will be reviewed by the Board of Managers at the next scheduled meeting. This includes the dumping of cigarette butts on the common areas.

[The Board of Managers encourages all residents to become involved with the Association, to attend meetings and serve on committees. Only through active residential participation can your Association be responsive to your needs and wishes]

SECTION C - RULES AND REGULATIONS

1. Vehicles and Traffic Policies

A. Parking will be designated parking areas only. No resident shall have more than two (2) vehicles per unit and those vehicles must be parked in their designated spots.

B. Any vehicle parked in undesignated places: in a fire lane, (such as in front of building number one) by a fire hydrant, or in another resident's designated area without permission, will be immediately ticketed and towed at the vehicle owner's expense.

C. Inoperable vehicles parked anywhere in the complex will be ticketed. If not repaired within seven (7) days, the vehicle will be towed at its owner's expense. A Board member will certify the condition of the vehicle.

D. Unlicensed Vehicle— The owner of any vehicle not properly licensed and parked in the complex will be warned thirty (30) days after expiration date. After sixty (60) days, the vehicle will be considered abandoned and will be towed at its owner's expense.

E. No repairs, or servicing of vehicles shall be made on the premises. No dumping of oil, antifreeze or debris from motor vehicles is permitted. In addition to fines levied, a \$25.00 clean-up fee per incident will be charged.

F. Vehicle Weight - No commercial vehicle larger than a three-quarter ton, full-sized, non-extended, pick-up truck may be parked overnight in the Skyline Condo's parking area.

G. Additional Parking - Vehicles of residents and guests may be parked in the auxiliary lot provided at the bottom of the hill on the south side of complex.

H. Recreational Vehicles may not be parked or stored on the condominium proper, except at the auxiliary parking lot, and as authorized by one of the Board Members. "Recreational" vehicles include: motor homes, travel trailers, boats, boat trailers, snowmobiles, snow mobile trailers, motorcycles, motorcycle trailers, camper trailers, detached camper shells or other such like or similar vehicles or equipment whose principal function is recreational use. If removal of said vehicles or equipment becomes necessary, all costs incurred, including, but not limited to, attorney fees, shall be paid by the owner of the unit who is responsible for its presence.

II Pets

- A. The usual pets, such as dogs or cats, are permitted, provided they are not kept for commercial purposes.
- B. No animals, such as livestock or poultry, may be raised, bred or kept on the premises.
- C. No dogs weighing over twenty (20) are allowed. If an owner rents to someone with a larger dog they are responsible to see that it is removed.
- D. Pet owners must immediately remove all excrement deposit on common areas. For violation response see Section E, I, B, 4.
- E. Pets must be under control at all times and may not be left unattended on decks or balconies.
- F. The Board of Managers shall have the right to determine if any pet is a nuisance. If the Board makes such a determination, a notice will be sent to the owner of the unit where the "nuisance" pet resides, demanding its permanent removal from the premises within three (3) days of receipt of such notice.

III. General

- A. Parents are deemed responsible for infractions committed by their children; and owners are deemed responsible for infractions committed by their tenants, licensees, invitees or guests.
- B. No one shall make or permit loud noises or play musical instruments, radios, stereos, televisions, etc. in such a manner as to disturb other residents of the community. Volumes on the previously mentioned items shall be further lowered between the hours of 10:00pm and 7:00am.
- C. All roadways and walkways shall be kept clear for emergency traffic. No items of personal property shall be stored or left in the roadways, Walkways, front porches, or other places in the common area. Planters allowed within the standards of the Board of Managers.
- D. No rubbish, debris, or other personal belongings of any kind shall be placed or permitted to accumulate upon any property within the community and no odors shall be permitted to arise there from so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or its occupants.

(D. Cont'd)

Patio and deck maintenance is the responsibility of the homeowner or tenants (s).

E. Garments, rugs, clothing, or other household items may not be hung from windows, fences or facades of buildings. No clotheslines of any type shall be placed on the property, which is visible from the common area, street or neighbors property. Reflective materials are not allowed on window surfaces.

F. No fireworks or firearms may be fired within the Skyline Condominiums, as per city ordinance.

G. Any immoral, improper offensive or unlawful act may be reported to the appropriate governmental agency and will be deemed an infraction of these rules.

H. No flammable, combustible or explosive fluids, chemicals, or substances shall be kept on the property except for those required for normal household use.

I. Leasing of a unit for business purposes is not permitted.

J. There will be no more people residing in the unit than is allowed by the zoning ordinance of the Town of Silt. Units are single family dwellings and are prohibited for use as a multi-family dwelling.

K. No planting of shrubs and trees, or gardening may be done by any individual in the common area.

L. No exterior radio or television antenna will be permitted on any unit. Cable service is available to each unit.

M. Garage sales are limited to the individual parking areas only.

N. Window and door replacement must be the same as original type. Screens must be kept on window and sliding patio doors, and in good repair.

O. Rock throwing is prohibited.

## SECTION - DELINQUENCY PROCEDURE

The following procedures are currently in effect regarding monthly assessment fees:

- I. Maintenance fees are due and payable the first day of each month.
- II. Fees not received by the fifteenth of the month will incur a late fee of ~~\$10.00~~ and a demand letter will be sent.   
*25 email*
- III. On the first day of the following month the principal amount outstanding will be assessed.
- IV. If fees remain delinquent on the fifteen of the second month a lien will be filed against the respective unit. All court costs and legal fees will be added to the delinquent account.
- V. The Association maintains its right to foreclose on the unit of any delinquent owner if it deems it advantageous to do so.

## SECTION E - VIOLATION PROCEDURES

### I. Violations

A. The Board has the power to establish, make and enforce compliance with any rules and regulations as may be necessary for the operation, use and occupancy of this condominium project, with the right to amend same from time to time. Copies of such rules and regulations an/or amendments shall be furnished to each owner prior to the date when the same shall become effective.

B. Enforcement Procedures - If a member, his guest, tenant, agent, representative, or member of his family violates any of the rules regulations, Condominium Declarations, Articles of Incorporation, or By laws, the following procedures are used:

1. The person who alleges that a violation has occurred shall submit to the Board of Managers the following information in writing as soon as possible, but no later than ten days following the violation:

- a) The name, unit number of the party filing the complaint.
- b) The identity of the unit owner, or those tenant family member, invitee, or guest, who is alleged to have violated the rule, to the best of the complainant's ability.

c) The time and place of the alleged violation.

d) The rules (s) violated.

e) A description of the incident, including name, address and phone number of any witnesses.

2. After reviewing the notice, if the Board has any reason to believe that a rule has been violated, the Board will invite, in writing, both the unit owner against whom the complaint is filed, and the complainant, to the next Board of Managers meeting, or at a special meeting set at the request of the Board. At this meeting a hearing will be held.

3. If the complainant fails to appear the complaint shall be deemed dismissed and no action will be taken.

4. If the Board concludes that a rule has been violated, the following action can be taken:

a) For the first violation in a ~~12~~<sup>per day</sup> month period, a fine, not to exceed \$25.00, may be assessed against the unit owner.

b) For the second violation in a ~~12~~<sup>per day</sup> month period, a fine, not to exceed \$50.00, may be assessed against the unit owner.

c) For the third violation in a ~~12~~<sup>per day</sup> month period, a fine, not to exceed \$75.00, may be assessed against the unit owner.

d) For the fourth violation and any successive violation in a ~~12~~<sup>per day</sup> month period, a fine, not to exceed \$100.00, may be assessed against the owner.

5. Once the Board has determined that a violation of the rules has occurred, any continuing conduct which constitutes a violation of the same rule, shall be deemed a separate violation for each twenty-four hour period that such violation exists.

6. For the purposes of this section, a "rule" is defined as any provision or restriction in the Condominium Declarations, Articles of Incorporation, By-Laws, or Rules and Regulations.

7. Any fine (s) assessed for the violation of rules (s) shall be due and payable to the Association at the time of, and in addition to, the next regularly schedule payment of maintenance fee assessments.

8. In the event any such fine is not paid when due, the fine shall draw interest at the rate of 2% on the unpaid balance each month and shall be collectable in the same manner as all other assessments.

II Right to Appeal

A. A person or persons, to which a finding of fact has been issued, may appeal to the Board of Managers for an appeals hearing as set forth below:

A panel of three impartial members will be selected from a pool of eligible volunteers to conduct an appeals hearing and make recommendations to the Board of Managers. The Board shall take these recommendations into consideration and render a final decision.