

## **LAKESIDE CONDOS RULES AND REGULATIONS**

**Approved : May 16, 2024**  
**c/o The Romero Group**  
**350 Market Street, Suite 304**  
**Basalt, CO 81621**

**1. Any common sidewalks, driveways, entrances, halls, stairways and passageways shall not be obstructed or used by any unit owner for any other purpose than ingress and egress from the units.**

**2. Except as the areas termed limited common elements, no article shall be placed on or in any of the general common elements except for those articles of personal property which are the common property of all the unit owners.**

**3. Should any pet create a problem in any way by running loose, making noise, offensive odors or improper use of balconies or other common areas the association has the authorization to issue a warning to that owner. Dogs must be walked to perform excrement functions and the owner is responsible for immediately cleaning up after the dog. Homeowners are responsible for any related clean up or damages to any person or property caused by their pet. Homeowners must have their pet leashed at all times. Homeowners are not permitted to let their dogs outside unsupervised at any time. Following one written warning, a fine of \$75.00 will be assessed to the unit owner. After the first offense, the fine will be increased in \$50 increments. After three offenses, legal action will be taken. If a tenant exists, it will be the unit owner's responsibility to pay all fines to the association. Steps of action listed below:**

- **Written Warning**
- **\$125-1<sup>st</sup> Offense**
- **\$250-2<sup>nd</sup> Offense**
- **\$500-3<sup>rd</sup> Offense**
- **Legal Action**

**4. This rule will be governed by the current board of directors of the association. All pets must be registered with the associations' property manager. Homeowners must fill out and turn in a Pet Registration form for their pet(s), or renter's pets to the Association Manager. There is a two pet limit per unit. There will be a nonrefundable annual fee of \$50. These will be due along with the Pet Registration forms.**

**5. Owners, tenants, lessees, and guests of same shall exercise reasonable care to avoid making or permitting to be made loud, disturbing or objectionable noises, including but not limited to playing musical instruments, radios, stereos, television sets, and amplifiers. Complaints filed against a unit owner, tenant, or lessee that persistently are disturbing or a nuisance to neighboring unit owners are subject to fines by the Executive Board. Following one written warning directed to the offending party(ies) and/or unit owner a fine of \$125.00 will be charged to the unit owner. After three successive legal action will be sought.**

**6. No person or animal shall cause unreasonable noise/disturbance to be made in the common area which noises unreasonably disturb any unit owner and which continue for 15**

minutes or more during any 24-hour period from 7:00 AM to 10:00 PM or for 5 minutes in duration from 10:00 PM to 7:00 AM.

**Smoking:** There shall be no smoking, inhaling, exhaling, burning, or carrying of any lighted or heated cigar, cigarette, or pipe, or any other lighter of tobacco, marijuana, or other plant product in areas designated as common elements or limited common elements including but not limited to hallways, walkways, stairways, balconies, decks, patios, landscaped areas, parking units, or storage units. Nor shall cigars, cigarettes, and other smoking materials be extinguished or thrown in areas designated as common elements or limited common elements. **Smoking is prohibited on the limited common elements and all common elements of the project within 25 feet of all operable windows, doors and air intakes of the building.** Smoking is permitted within the individual air space unit of a residential unit, provided that smoking in the unit does not create a nuisance in violation of the governing documents of the association or applicable law.

7. The Lakeside Condos Declarations state: **Section 12.2 “no owner shall be permitted to lease a dwelling unit for transient or hotel purposes”.** For clarification, the Board interprets this to mean that an owner may not lease their unit for less than 90 days. The board interprets such as to maintain the integrity of our Lakeside Condos Association (LCA) and in no situation will the length of time be shortened to less than 90 days.

Please note, the Town of Basalt municipal code states that in the case of the renting of rooms for long-term purposes of thirty (30) days or more the total number of unrelated persons, including roomers, in any one (1) dwelling unit must not exceed three (3).

Owners who choose to rent their units out must do the following:

- Indicate in any postings, listings, or on-line ads (i.e., VRBO, airBnB, etc.) that all leases/rentals/occupancies must be for 90 days or longer.
- Identify to the LCA property manager a local point of contact that can be called at any time to assist in issues with the Unit and rule violations, particularly noise and parking.
- Complete a rental application and submit \$100 non-refundable fee and provide this to the LCA property manager - this includes number of renters, each renter's name, email, phone number, and vehicle license number(s).
- Identify potential Dog information + \$50 non-refundable fee. (No more than 2 dogs per unit)
- Please ensure your tenants understand their cars must be parked in the unit's driveway and not exceed more than 2 vehicles, no trailers.
- Attach a copy of these Rules & Regulations to any lease so your renters are aware of the rules of the Association.
- Communicate to renters that they will be emailed any LCA notices for the HOA - for things such as but not limited to: fire alarm checks, reserve maintenance on the buildings, water turn offs, etc.

If it is determined that you are renting your unit in violation of the CC&Rs as interpreted in these rules, you will be subject to a fine of \$500. Subsequent violations will be considered a separate violation subject to an additional fine of \$500. Additionally, repeated violations may be subject to legal action to prevent future violations. The Town of Basalt will be notified of any Unit that is rented on a short term basis, subjecting you to licensing and tax requirements, fines, and possibly prosecution in municipal court.

## **Penalty for Violation per 24 hour period per unit**

### **Written Warning**

**1st offense: \$125**

**2nd offense: \$250**

**3rd and subsequent offenses: \$500**

### **Legal Action**

**Persons who are not occupants or owners of a unit may be removed from any common area by the manager if requests for discontinuing a disturbance or noise are not complied with in a timely manner.**

## **Procedure for making and handling Complaints:**

- a. **Complaining party must put complaint in writing and sign. The Offense shall be described by date, time, and place, duration with noise and disturbance details.**
- b. **Association Manager shall determine whether complaint meets criteria of the violation and if so shall issue a Penalty Ticket in writing setting forth the date, time, location, duration and offensive conduct with the fines and any other specifics necessary to inform the Offender of the offense.**
- c. **Unit Owners, or residents thereof, shall be provided ten days from the date of issuance of the Penalty Ticket to contest the Penalty Ticket in writing.**
- d. **The Association Board shall hear the contested ticket at the next Board meeting and either decide the validity of complaint or schedule for further proceedings. The Offender and the Complainant shall both have the opportunity at said hearing to be present and present evidence as to their position. If the Board determines that the Penalty Ticket was properly issued, it shall levy a Fine pursuant to the fine schedule set out above.**
- e. **All Fines must be paid within 30 days of the imposition thereof.**
- f. **All Unpaid Fines will be assessed 18% interest after thirty days**
- g. **After thirty days all collection efforts on unpaid fines will require that the Unit Owner pay any Attorney Fees and Costs incurred by the Association**
- h. **Liens may be filed against property if fines are not timely paid**
- i. **The Association Board may initiate legal action to abate noise or disturbance nuisance and/or for other relief for continuing offenses**

**7. Unit owners, tenants, or lessees are not allowed to perform work, of any kind, upon the exterior building walls, general or limited common elements. Such work is the responsibility of the Association.**

**8. No owner, resident, or lessee is allowed to install wiring for electrical, telephone, or any other installation or purpose. Nor shall any owner, resident, or lessee install television, radio antennae, machines, or air conditioning units on the exterior of the project, that**

protrude through walls or roof of the condominium improvements, including but not limited to balcony and patio. Exceptions must be expressly authorized by the Association in writing and will require obtaining and adhering to all City or County building permits by the requesting party. Satellite dishes and removable window air conditioning units may be added, with approval from the management.

9. No vehicle belonging to or under the control of a unit owner or a member of the family or guest, tenant, lessee or employee 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 only. Any parking markings and signs regulating parking areas and/or restrictions on the premises shall be strictly observed. No vehicle belonging to or under the control of a unit owner or a member of the family or guest, tenant, lessee or employee of a unit owner shall use assigned / designated parking areas other than that assigned to their unit. Vehicles parked in unassigned or designated guest parking spaces shall not be parked for longer than 5 consecutive days. Storage of vehicles, snowmobiles, motorcycles, trailers, is not permitted within the parking lot or property, and will be posted with a notification and towed in 5 days if not removed. Any traffic flow markings and signs regulating traffic on the premises shall be strictly observed. No car, truck, motorcycle or any other motor vehicle shall be repaired anywhere on the property. Failure to adhere to the above restrictions will result in the removal of the offending vehicle by an authorized towing company at the full and complete financial responsibility of its owner. All Owner and Tenant vehicles are to be registered with the association property manager. The total number of vehicles allowed is (2) per unit. There is one assigned spot per unit in accordance with the recorded Final Plat. If a vehicle is not registered with the management company it may be towed without warning. If owners or tenants have guests vehicles staying longer than 48 hrs they must notify the property manager.

**\* PARKING RULES:**

- NO "back in" parking at the building front, ie: assigned spots along the side walk near building.
- All vehicles must have current registration and be in working order at all times.

10. Balconies, terraces, decks or patios shall be used only for the purpose intended and shall not be used for household articles or other items. Patios and balconies shall be kept free from unsightly storage. Patios are not to be used as long-term storage. This rule will be governed by the current board of directors of the association.

11. Any damage to the general common elements or common personal property caused by the unit owner, tenant, lessee, any children of same, or guests of same shall be repaired at the expense of the offending unit owner.

12. Above ground Jacuzzi's are permitted upon the receipt of written approval by the Executive Board. The Board will make the decision after requesting comments from neighbors.

13. **Displaying “For Rent” signs is restricted to the inside of unit windows.**
14. **Unit owners are required to allow access to their unit, having been given reasonable notice, for the inspection and maintenance of those elements common to and affecting all units. Such elements may include but shall not be limited to items as fire control systems (sprinkling devices, alarm sounders and smoke detectors), cable, telephone, electrical wiring and plumbing. With regard to the fire sprinkler systems, an annual inspection of these systems is required by the local fire Marshall. These inspections shall be conducted during the month of October each year. Expenses for these inspections will be in the association’s budget. Any repairs to the system shall be borne by the unit owner. Failure to provide access for these inspections constitutes a potential life threat to other Unit owners and occupants and will result in a \$500 fine. If the inspection has not been completed within thirty (30) days after the enactment of said fine, the Board shall be authorized to pursue legal action to have the inspection completed with the Unit owner being responsible for all costs legal or otherwise associated with such actions. The property manager may need to inspect for other reasons not listed above and may not be denied given reasonable notice.**
15. **All owners must supply to the property manager; Pet Registration form, Tenant Registration form, and Vehicle Registration form and signed copy of the rules and regulations. All move ins must pay a \$100 move in fee. All owners are required to supply to their tenants a copy of the rules and regulations. Owners are responsible for their tenants’ actions at all times.**
16. **The dumpsters are to be used for common trash only! No furniture, TV’s, mattresses, electronics, carpet, building supplies or Hazardous materials shall be left at the dumpsters. Owners caught disposing any of these items at/in the dumpsters, will be billed the HOA costs of removal and disposal.**
17. **No flammable liquids or motorized vehicles may be stored in the buildings.**
18. **Storm door color must match the color of the building trim.**
19. **The HOA prohibits growing of Marijuana anywhere on the property or in any building including personal units and storage areas.**
20. **There are no open fire pits or charcoal grilles allowed on the HOA property including decks, patios or yard areas. Only gas grilles or heaters are allowed.**
21. **All potted plants kept on decks or patios must have a water tray to catch the water from leaking out and causing damage and/or dripping to the patios below. No spraying or pouring of water on any decks is allowed without approval from neighbor(s) below and HOA. See rule 11.**

**The forgoing Rules and Regulations are subject to amendment and to the promulgation of further regulations.**

**Signature: \_\_\_\_\_ Date: \_\_\_\_\_**