

**2018 RULES AND REGULATIONS
OF
THE WHETSTONE TOWNHOUSE ASSOCIATION**

**NOTICE TO ALL OWNERS AND TENANTS
RULES AND REGULATIONS OF THE
WHETSTONE TOWNHOUSE ASSOCIATION
(Short Form)**

1. Parking:

Please see long form Rules and Regulations for additional information on seasonal parking.

- a. Parking is restricted to graded parking areas (unless otherwise specified). Owners, guests and tenants shall comply with Board of Directors request to move vehicles to facilitate snow removal.
- b. If in the opinion of the Board of Directors that parking space is becoming overcrowded, then Board of Directors will limit the number of vehicles, trailers and recreational equipment per dwelling.
- c. Parking areas are for personal and seasonal recreational vehicles only.
- d. No commercial vehicles are permitted to park in parking areas.
- e. No oversized vehicles or trailers (vehicle/trailer length \geq 24 feet long is considered oversized).

2. Firewood:

- i. No commercial wood splitting or bucking is allowed.
- ii. Residents may split wood in front of their own unit as long as their activities are clear of any walkways from 7 am to 7pm. Fines will be issued to homeowners if debris from splitting is not cleaned up within 24 hours.
- iii. Special care should be taken to avoid stacking wood in any area in which grass is growing. Wood areas must be cleaned up by the end of spring.
- iv. Wood stored in or around the building shall be neatly stacked and not interfere with easy access of units nor infringe upon the neighboring units. Wood shall be stacked with a 2" space and/or barrier between wood and building to prevent siding damage. All walkways should be clear of wood and personal items which inhibit their use. It is permissible to stack wood on decks within reason and with careful consideration of the weight of the wood.

3. Balconies, Lawns & Entryways:

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- i. Storage of large bulky equipment, trade goods or construction materials on any common area is not allowed.
- ii. Any items stored in plain sight should be neatly arranged and not an eyesore in the opinion of the Board of Directors.
- iii. Drying laundry on balcony rails is not allowed at any time. Permeant clotheslines are not permitted, retractable clotheslines are acceptable.
- iv. No charcoal grills or wood-burning smokers allowed on any decks. Only Propane grills are allowed.
- v. Written permission of the association is required for any attachments or alterations of the exterior of the building. Owners are responsible for any damages associated with putting up or taking down any external attachments or alterations, and must follow the procedures outlined in the "WTA COMMON ELEMENT MODIFICATION APPLICATION"
- vi. Pre-existing gardens, and landscaping will be permitted as long as they are well manicured, kept and not rotting any structures. If they are considered eyesores or deemed deleterious to the common elements then they must be eliminated. All future gardens must go through board approval using the "WTA Common Element Modification Application".
- vii. Lawn Art is permissible as long as it does not infringe on any other resident's privilege to enjoy a common element, is not deemed offensive and/or an eyesore by the WTA BOD.

4. Dogs:

- a. Owners of pets residing at the Whetstone Townhouse Association are responsible for the conduct of their animals. Repeated complaints concerning any one specific animal may result in the insistence of the association that the offending animal be removed within two (2) weeks of initial complaint. Otherwise, owners of pets with issues will be dealt with by Gun-nison County Governing Authorities.
- b. Board of Directors reserves the right to impose reasonable surcharges onto the regular, monthly condominium fees of units with dogs if the number of problem dogs at the project and the association Board of Directors warrants such measures.
- c. Owners who occupy their unit may have 2 dogs. Tenants may have 1 pet per unit pending approval by the homeowner's association. All dog owners will pay a \$40/month/dog pet fee.

5. Trash:

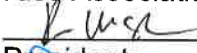
- a. Use of site disposal facilities for other than normal household trash is not allowed.

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6. Marijuana:

- a. No marijuana grow operations are allowed.

These Rules and Regulations are adopted to the By-Laws of the Whetstone
Townhouse Association on June 18, 2018.



President



Vice-President



Secretary/Treasurer

Board Member

**2018 RULES AND REGULATIONS
OF
THE WHETSTONE TOWNHOUSE ASSOCIATION
NOTICE TO ALL OWNERS AND TENANTS
RULES AND REGULATIONS OF THE
WHETSTONE TOWNHOUSE ASSOCIATION FOR WHETSTONE VILLAGE
(Long Form)**

Procedure for enforcement of rules:

- For detailed information please refer to the “Policy on Enforcement of Covenants, Rules and Imposition of fines, Including Notice and Hearing Procedures”.
- For urgent matters where serious loss and/or damage of property, life, limb is eminent the Association reserves the right to report matters to the appropriate authorities and intervene if deemed appropriate by a reasonable person.
- For non-urgent matters the following procedure will be followed this measure is referred to as “**proper notice**” elsewhere in this document:
 1. The Whetstone Townhouse Association manager will be notified by email about alleged offenses by homeowners, homeowner’s managers or individual board members. If there is not a management company employed by Whetstone Townhouse Association (WTA) then the Board of Directors (BOD) will complete managerial tasks.
 2. If the offense is deemed legitimate by a majority of board members after review by the WTA BOD, then the Whetstone manager will be authorized to issue a “verbal warning”.
 3. First alleged offense the offender and/or owner of offending unit will be given a verbal warning of offense by the WTA manger. The date of the warning will be documented on “NOTICE OF VIOLATION FOR INTERNAL USE” by the Association manager. If there is not an association manager employed then a WTA BOD member will issue the verbal warning and document it.
 4. If the offense continues to occur then after 48 hours or a reasonable time agreed upon by the BOD and offending party, the offender will receive a written “**LETTER OF VIOLATION TO RESIDENT AND/OR OWNER**” explaining which rule(s), regulation(s), and/or declaration(s) are being violated and the consequences of the violation. After the written notice is received the alleged offender will have a 10 day cure period. During this curing period, the alleged offender will have the opportunity to request a hearing. **In the case of moving vehicles for snow removal the 10 day cure period does not apply, it will be based on occurrence; each snow season a person will be given one verbal and one written and then intervention by the BOD if the problem persists.**
 5. It is the right of the alleged offender to request a hearing.
 - a) If the served written citation is not resolved within the 10 day curing period and **a hearing is not requested** then citation will be enforced.
 - b) If the served written citation is not resolved within the 10 day curing period and **a hearing is requested** then a hearing will be scheduled for the next WTA BOD monthly meeting. The alleged offender will be heard by an impartial decision maker or the BOD. The citation will be dropped if the impartial decision maker or majority of the BOD is agrees with the offender.

1. Parking:

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- a. Parking is restricted to graded parking areas. Vehicles include, but is not limited to, all recreational vehicles and trailers unless otherwise specified. Owners, guests and tenants shall comply with Board of Directors request to move vehicles failure to do so will result in vehicles being towed at the expense of the owner and/or fines of _____ per day the vehicle is left parked after proper notice is received. If the vehicle is left after 1 (one) week, then vehicle may be towed at the discretion the WTA BOD.
- b. If, in the opinion of the Board of Directors, that parking space is becoming overcrowded, then Board of Directors will further limit the number of vehicles, trailers and recreational equipment per dwelling. **Failure to move after proper notice is given will result in the same measures as specified above in Parking 1a.**
- c. Parking areas are for personal, seasonal recreational vehicles and trailers only. Any other use is subject to fines of _____.
- d. No commercial vehicles with advertising are to be permitted on the property unless services are being rendered to residents by the vehicle's business. **Failure to move after proper notice is given will result in the same measures as specified above in Parking 1a.**
- e. No oversized vehicles or trailers (vehicle/trailer length \geq 24 feet long is considered oversized). **Failure to move after proper notice is given will result in the same measures as specified above in Parking 1a.**

WINTER VEHICLES/SEASON:

i) **WINTER SEASON/SNOW SEASON:** Winter season is from November 1st - May 1st or until the lawn is unfrozen or as directed by the BOD. Winter recreational vehicles and trailers are to be moved off the premise by May 1st or earlier if requested by the BOD. **Failure to move after proper notice is given will result in the same measures as specified above in Parking 1a.**

ii) **SNOW REMOVAL:** When snow accumulates **6 (six) inches**, all vehicles and trailers are to be moved by **8 am** for plowing. **Failure to move after proper notice is given will result in the same measures as specified above in Parking 1a.** See "Procedure for Enforcement, 2" for further stipulations.

iii) **WINTER VEHICLES:** Winter vehicles include but are not limited to, snowmobiles, snow motorbikes and ATVs with tracks and their trailers used for hauling them.

iv) **WINTER RECREATIONAL VEHICLES AND TRAILERS:** There will be a limit of 6 (six) spots for six trailers or recreational snow vehicles. Extra space on the lawn space between the A and C buildings will be designated for trailers once the ground is frozen. Trailers can be parked anywhere as long as they are not obstructing traffic or blocking prime parking for residents.

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v) **TRAILER SIZE:** Snowmobile trailers are to be no larger than designed to hold 2 snowmobiles.

vi) **ENTITLEMENT OF WINTER RECREATIONAL VEHICLE SPOTS:** Condominium Owners are always assured a spot. Therefore, in the case that a tenant is taking one of the 6 spots and an owner needs a spot, then the tenant will have to give the spot to the owner and move his/her recreational vehicle off the premise. **Failure to move after proper notice is given will result in the same measures as specified above in Parking 1a.**

SUMMER VEHICLES/SEASON

i) **SUMMER SEASON:** Summer season is from May 1st - November 1st **or from the time the lawn is unfrozen until when the lawn is frozen or as directed by the BOD.**

ii) **SUMMER RECREATIONAL VEHICLES:** Summer recreation vehicles include, but are not limited to - camper trailers, ATVs, motorcycles, and trailers. No recreational equipment is to be parked where grass is growing. **EXCEPT: The unkept grass area between the well head to the northwest corner of the Chandler land is considered permissible to park recreational vehicles and trailers. Please use special care not to park within 10 feet from wellhead any damage to wellhead will be billed to whomever damages it. Failure to move after proper notice is given will result in the same measures as specified above in Parking 1a.**

iii) **LIMITED SPACE:** If space becomes an issue the BOD may ask owners of summer recreational vehicles to move them. Tenants will be asked first. **Failure to move after proper notice is given will result in the same measures as specified above in Parking 1a.**

2. Firewood:

- a. Failure to comply with firewood rules after proper notice by the BOD is received will result in a \$___ fine to be paid 2 (two) weeks after the written citation was issued or 1 (one) week after hearing if a hearing is requested. Failure to pay will result a late fee of \$___ for each week which the fee is outstanding.
- b. Firewood violations will also generally (but not always) include a request to move/re-stack the firewood off the premise or to a designated firewood area.
 - i) No commercial wood splitting or bucking is allowed. Failure to comply after proper notice will result in fines as listed in 2a.
 - ii) Residents may split wood in front of their own unit as long as their activities are clear of any walkways from 7 am to 7pm. Fines will be issued to homeowners if debris from splitting is not cleaned up within 24 hours. **Failure to comply after proper notice will result in fines as listed in 2a.**

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- iii) Special care should be taken to avoid stacking wood in any area in which grass is growing. Wood areas must be cleaned up by the end of spring. **Failure to comply after proper notice will result in fines as listed in 2a.**
- iv) Wood stored in or around the building shall be neatly stacked and not interfere with easy access of units nor infringe upon the neighboring units. Wood shall be stacked with a 2" space and/or barrier between wood and building to prevent siding damage. All walkways should be clear of wood and personal items which inhibit their use. It is permissible to stack wood on decks within reason and with careful consideration of the weight of the wood. **Failure to comply after proper notice will result in fines as listed in 2a.**

3. Balconies, Lawns & Entryways:

- a. Failure to comply with Balconies, Lawns & Entryway rules after proper notice by the BOD is received will result in a \$___ fine to be paid 2 (two) weeks after the written citation was issued or 1 (one) week after hearing if a hearing is requested. Failure to pay will result a late fee of \$___ for each week which the fee is outstanding.

- i. Storage of large bulky equipment, trade goods or construction materials on any common area is not allowed. **Failure to comply after proper notice will result in fines as listed in 3a.**

- ii. Any items stored in plain sight should be neatly arranged and not an eyesore in the opinion of the Board of Directors. **Failure to comply after proper notice will result in fines as listed in 3a.**

- iii. Drying laundry on balcony rails is not allowed at any time. Permeant clotheslines are not permitted, retractable clotheslines are acceptable.

- iv. No charcoal grills or wood-burning smokers allowed on any decks. Only Propane grills are allowed. **Failure to comply after proper notice will result in fines as listed in 3a.**

- v. Written permission of the **Board of Directors** is required for any attachments or alterations of the exterior of the building. Owners are responsible for any damages associated with putting up or taking down any external attachments or alterations. "WTA COMMON ELEMENT MODIFICATION APPLICATION". **Failure to comply after proper notice will result in fines as listed in 3a.**

- vi. Pre-existing gardens, and landscaping will be permitted as long as they are well manicured, kept and not rotting any structures.

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If they are considered eyesores or deemed deleterious to the common elements then they must be eliminated. All future gardens must go through board approval using the "WTA Common Element Modification Application". **Failure to comply after proper notice will result in fines as listed in 3a.**

vii. Lawn Art is permissible as long as it does not infringe on any other resident's privilege to enjoy a common element, is not deemed offensive and/or an eyesore by the WTA BOD. **Failure to comply after proper notice will result in fines as listed in 3a.**

4. Dogs:

- a. Failure to comply with pet rules after proper notice by the BOD is received will result in a \$__ fine to be paid 2 (two) weeks after the written citation was issued or 1 (one) week after hearing if a hearing is requested. Failure to pay will result a late fee of \$__ for each week which the fee is outstanding. Furthermore, failure not to meet the requirements of HOA may end with the removal of the pet from the premise.

i. Owners of pets residing at the Whetstone Townhouse Association are responsible for the conduct of their animals. Repeated complaints (**greater than 3**) concerning any one specific animal **by more than two residents of Whetstone Village Condominiums** may result in the insistence of the association that the offending animal be removed within two (2) weeks of initial complaint. Otherwise, owners of pets with issues will be dealt with by Gunnison County Governing Authorities.

i. Board of Directors reserves the right to impose reasonable surcharges onto the regular, monthly condominium fees of units with dogs if the number of problem dogs at the project and the association Board of Directors warrants such measures.

- a. Owners who occupy their unit may have 2 dogs. Tenants may have 1 pet per unit pending approval by the homeowner's association. All dog owners will pay a \$40/month/dog pet fee.

5. Trash:

- b. Failure to comply with trash rules after proper notice by the BOD is received will result in a \$__ fine to be paid 2 (two) weeks after the written citation was issued or 1 (one) week after hearing if a hearing is requested. Failure to pay will result a late fee of \$__ for each week which the fee is outstanding. Furthermore, if the HOA is charged extra by the waste management company for trash other than what is supposed to be in the dumpster, then the owner of the unit responsible will be charged the extra fee.


- i. Use of site disposal facilities for other than normal household trash is not allowed. Dumping items such as, but not limited to, construction materials, business materials, is not permitted.

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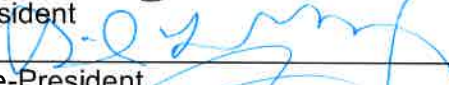
6. Marijuana:

- a. Failure to comply with marijuana rules after proper notice by the BOD is received will result in a \$___ fine to be paid 2 (two) weeks after the written citation was issued or 1 (one) week after hearing if a hearing is requested. Failure to pay will result a late fee of \$___ for each week which the fee is outstanding. Furthermore, failure to comply will result in all of the plants being removed from the premise.
- b. No marijuana grow operations are allowed.


These Rules and Regulations are adopted to the By-Laws of the Whetstone Townhouse Association on June 18, 2016.



President



Vice-President



Secretary/Treasurer

PROPOSED CHANGES:

**2018 RULES AND REGULATIONS
OF
THE WHETSTONE TOWNHOUSE ASSOCIATION**

APPENDICES

- I. SUGGESTED FEES AND FINES**
- II. NOTICE OF VIOLATION FOR INTERNAL USE**
- III. LETTER OF VIOLATION TO RESIDENT AND/OR OWNER**
- IV. WTA COMMON ELEMENT MODIFICATION APPLICATION**

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I. SUGGESTED FEES AND FINES

| SUGGESTED FEES AND FINES | | | |
|---------------------------------|-------------------------|---------------------------|---|
| DESCRIPTION | FINE | LATE FEE (\$/WEEK) | OTHER |
| Failure to move vehicle | \$25.00/day | \$25.00 | Cost tow truck bill |
| Firewood violations | \$75.00/day until moved | \$25.00 | Might be required to remove or re-stack wood. |
| Balcony, Lawns, Entryways | \$25.00/day until moved | \$25.00 | Might require equipment removed. |
| Pets (owners) | \$25.00/once | \$25.00 | \$300.00 one time fee or \$5.00 /month/pet |
| Pets (tenants) | \$25.00/once | \$25.00 | \$40.00/month |
| Trash | \$25.00/day until moved | \$25.00 | Any extra cost billed to HOA for extra trash load or inappropriate trash (e.g. Construction Trash is usually >\$150.00) |
| Marijuana | \$25.00/day until moved | \$25.00 | |

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II. NOTICE OF VIOLATION FOR INTERNAL USE.

NOTICE OF VIOLATION TO OWNER AND RESIDENT OF BUILDING ___ UNIT ___

OWNER'S NAME _____ RESIDENT'S NAME _____

It has been brought to the attention of the Whetstone Townhouse Association Board of Directors (BOD) that on ___/___/___ the owner/resident of the above listed unit (Whetstone Townhouse Building ___ Unit ___) was verbally warned and is still (today's date: ___/___/___) in violation of _____.

The owner and/or resident shall have (time frame) _____ to (Amending action) _____. Failure to comply will result in a \$_____ fine and \$_____ per day thereafter made payable directly to Whetstone Townhouse Association without the privilege of paying to an escrow account and (other consequences)

_____. Non-payment will / will not (circle one) result in a lien on the property with attorney fees for the lien at the expense of the owner - as dictated in the Whetstone Village Declaration and by the Whetstone Townhouse Association.

If the violator is on the BOD, then he/she will lose his/her privilege of voting on the above cited matter. A majority of > 51% as represented by the signatures below must be present on this form in order to make this form valid. The above listed owner and/or resident may contest this violation once and request a hearing within seven (7) days from today ___/___/___ . After the hearing if the votes are no longer a majority, then this citation will be dropped. Hearings will be scheduled for the next BOD meeting. Alleged offender must be present at the hearing.

BOD signatures:

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Date of hearing ___/___/___
BOD signatures after contest

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III. LETTER OF VIOLATION TO RESIDENT AND/OR OWNER

DATE:
Name:
Address:
City State Zip:

RE: Address
E-Mailed: Date
Original to Follow in US Mail

**1ST WARNING OF ALLEGED WHETSTONE TOWNHOUSE ASSOCIATION VIOLA-
TION**

Dear Name:

The Whetstone Townhouse Association is issuing you this first warning letter for the following Association Violation on your property at _____. Currently your property is in violation due to the following: _____.

Please refer to the following:

This is your first warning. We will be checking for your compliance within the next ____ days. If _____ and you are in compliance for the next 12 months, no further action on your part is necessary.

If the _____ remain _____ after our next inspection, or at any time within the next 12 months, you will receive a Second Notice of Violation and a \$_____ fine.

Please know that our intent with our rule enforcement efforts is towards a harmonious community and not to fine owners. Thank you in advance for your cooperation. If you have any questions or would like to discuss the specific requirements please contact me at your convenience.

Sincerely,

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III. WTA COMMON ELEMENT MODIFICATION APPLICATION**

This is a document for condominium owners of Whetstone Townhouse Association who want to improve, update, upgrade or modify their condominium and whose upgrade will involve modifying a general common element or limited common element of Whetstone Townhouse Association. Please refer to *The Condominium Declaration For Whetstone Village, A Condominium Project* section 2.10 and 2.11 for definitions of general common elements and limited common elements.

A signed copy by both the Whetstone Townhouse Association Board of Directors and condominium owner of this document signifies that an owner will be compliant of the terms and conditions set forth by this document.

Purpose:

(explain what the project is, how it will improve your unit, why a common element must be modified, which common element must be modified, if and how this project will improve the Whetstone Townhouse Association as a whole, etc).

Procedure:

1. Provide pictures and describe how the common element will be modified and what will be done to protect it from damage.
2. Whetstone Townhouse Association BOD will disperse the proposal to all in homeowners in association either via email or regular mail.
3. The association (being defined as all the homeowners) will then have 30 days for approval or disapproval. If they have not responded in 30 days, then it is considered approval. The owner must receive explicit permission either written or electronic by neighboring units for his/her improvement.
4. If there is a protest to the proposal or suggested other requirements by anyone in the association, then the BOD will mediate and the project will either be permitted to go forward or not allowed.
5. If the project is permitted, then a refundable deposit will be required of \$250 for a project projected to be < \$1000.00 and \$500 for a project projected to be > \$1000.00.
6. Once the work is complete the owner must notify in writing (email or written) the BOD. The association and/or BOD reserves the right hire an inspector independent of Whetstone Townhouse Association within the first 14 days after completion to ensure craftsmanship and integrity is satisfactory and up to modern code. The BOD is only allowed to comment on project's aesthetics, compliance with the covenants, by-laws, and cleanliness they are not allowed to comment on code status, craftsmanship, or other matters which require a licensed professional.

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7. Completion of project scenarios:
- 7.1. If the work is deemed acceptable by the inspector and BOD and the worksite is cleaned up and restored to a condition equal or better than it was before, then the homeowner will get the \$250 or \$500 refundable deposit back 14 days after the completion date of the project.
 - 7.2. If the BOD neglects to hire an inspector or does not respond to the homeowner in 14 days, then the homeowner is entitled to get the refundable deposit back.
 - 7.3. If the the project is not deemed acceptable by the BOD or independent inspector, then the homeowner must make any corrections listed by the BOD and/or inspector. Once, the corrections are made, then the homeowner will get the refundable deposit back. In the case that the homeowner does not comply to the corrections, the refundable deposit will be kept by the HOA and the homeowner will be billed for any expenses the HOA may ensue to return the project back to its previous state.

Materials:

(List any materials including model and make and where it was purchased so that in the future other homeowners with similar projects can repeat the project)

Additional requirements set forth by the BOD:

Responsibility:

I, _____, owner of Whetstone Townhouse Association Building ____ Unit ____ acknowledge by signing this waiver that I accept full responsibility for any damage that occurs to the common element(s) listed above because of my modification. I understand that I am responsible for future damages caused by the modification such as, but not limited to, water intrusions and accelerated detrition (as long as the Whetstone Townhouse HOA is not negligent in maintenance of the properties). I understand that I am responsible for the maintenance of my modification notwithstanding that the maintenance is something that is already be maintained by the HOA (such as, but not

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limited, to painting). I understand that if the modification is damaged by an outside entity hired by the HOA for maintenance and management, that the HOA is not responsible for the damage; that any resolution for damage that has occurred will be the responsibility of the above homeowner to resolve with the hired outside entity.

I _____, am aware that the Whetstone Townhouse Association Board of Directors (BOD) and or Association at large reserve the right in the first 14 (fourteen) days to hire or use an outside entity licensed by the state of Colorado to inspect the craftsmanship and functionality of the modification. The licensed outside entity must be independent of BOD and cannot have a relationship with the BOD in any way or form. The licensed entity's license must be pertinent to the work which was done (ie: plumbers to inspect plumbing, electricians to electrical work, landscape architects to inspect landscaping etc). Furthermore, if the HOA set forth further requirements that are not deemed necessary by a licensed professional independent of relationship to the BOD or homeowner, and the further requirements fail or cause damage to the owner's modification or to the common element(s), then it is the HOA's responsibility to pay for and repair the damages accrued.

Printed Name of Homeowner _____

Signature of above Homeowner _____, Date: ___/___/___
Time: _____

Printed Name of President _____

Signature of Whetstone Townhouse BOD President _____, Date: ___/___/___
Time: _____

Printed Name of Vice President _____

Signature of Whetstone Townhouse BOD Vice-President _____,
Date: ___/___/___ Time: _____

Printed Name of Secretary _____

Signature of Whetstone Townhouse BOD Secretary _____, Date: ___/___/___
Time: _____