

**Lake Modern Condominium Association
Basalt, Colorado 81621**

Rules and Regulations 01 Aug 2023

Welcome to Lake Modern. When you purchase a home at Lake Modern, as a Unit Owner, you automatically become a member of the Lake Modern Homeowners Association. You are responsible for following all its rules and regulations. The primary purpose of having community rules and standards is to protect your investment as a homeowner and provide a common framework for neighbors. Having rules may seem restrictive. However, there are many benefits to a robust set of guidelines, including preserving aesthetics, peace and tranquility, property values, and maintaining the property. Please familiarize yourself with these rules and regulations and provide them to all who stay in your unit.

1. GENERAL INFORMATION

- a. The Lake Modern Homeowners Association comprises multiple units in multiple buildings within Parcel 5 of the Sopris Meadows II Subdivision, Basalt, CO 81621. The property is in Eagle County.
- b. The Association has a Board of Directors, and the Board manages the Association's affairs on behalf of the Owners.
- c. The Board adopts rules and regulations governing the use of the Common Elements, the personal conduct of residents within the Project, and establishing penalties for infractions, including the imposition of fines.
- d. Owners shall be responsible for the actions or misconduct of residents of their Unit and their adherence to the Rules and Regulations. Owners shall provide their residents a copy of the Association's Rules & Regulations and Declarations.
- e. The Board will schedule an Annual Meeting for required business, board member elections, and regular meetings periodically throughout the year.
- f. The Board, on behalf of the Association, retains the services of a professional management company to handle the Association's day-to-day operations. The Lake Modern Property Manager is (TBD).
- g. Residents may contact the Board of Directors through the Property Manager.
- h. Owners must refrain from giving work instructions to any Association service contractor (i.e., landscaper, snowblower, etc.). Owners can put in writing service contractor requests and deliver them to the Property Manager.
- i. Each resident must report to the Property Manager in writing any perceived need for repairs of the condominium property's Common and Limited Common Elements.
- j. The Board and Property Manager are not responsible for law enforcement. Dealing with suspicious or criminal activity remains exclusively with the Basalt Police Department, (970) 927- 4316.
- k. The Rules and Regulations are subject to amendment by the Board.
- l. Additional documents:
 - i. Bike and Ski Registration Form
 - ii. Bylaws of the Lake Modern Condominium Association
 - iii. Construction Rules and Regulations

- iv. Declaration for Lake Modern Condominiums
- v. Move-in/Move-Out Procedures
- vi. New Owner Welcome letter
- vii. Owner Information Form
- viii. Owner Landscape Request Form
- ix. Pet Registration Form
- x. Vehicle registration Form

2. DEFINITIONS

- a. **"Association"** refers to Lake Modern Condominium Association, Inc.
- b. **"Bike"** refers to person-powered bicycles, tricycles, person-assisted e-bikes, scooters with or without electric motors, monowheel scooters, skateboards, and similar conveyances.
- c. **"Common Element"** includes all the Property, except the independently owned Units, including the General Common Elements and the Limited Common Elements.
- d. **"Declarant"** means Lake Modern Inc. and its successors and assigns.
- e. **"Declaration"** refers to the *Condominium Declaration for Lake Modern Condominiums*.
- f. **"General Common Element"** means all of the Property, other than those portions designated as Units or Limited Common Elements, and those improvements, fixtures, and equipment that a third party, such as a utility or service provider, owns.
- g. **"Limited Common Element"** means those portions of the Common Elements allocated for the use of one or more but fewer than all of the Units.
- h. **"Owner"** means record owner, whether one or more Persons, of a fee simple title interest to any Unit.
- i. **"Resident"** includes the Owner and any occupant, tenant, resident, or guest of the Unit. The rules and regulations apply to all residents.
- j. **"Unit"** means the physical portion of the Property designated for separate ownership or occupancy.
- k. **"Vehicle"** refers to street-legal vehicles with a motor.

3. PEACE AND QUIET

- a. Residents must refrain from any activity that creates a nuisance. Owners shall exercise reasonable care to avoid making any loud, disturbing, or objectionable noises, including but not limited to musical instruments, radios, stereos, surround sound, bass speakers, television sets, amplifiers, hard-edged shoes, dog toenails, impact exercises, mechanical equipment, loud voices, and movement of furniture.
- b. Playing games is prohibited in all Common Element areas (i.e., driveways, grass, landscaping, and parking lots).
- c. Owners may not use skateboard ramps or skateboards on Park Modern property.
- d. Persons may be removed from any common area by the Property Manager or police if requests for discontinuing a disturbance or noise are not complied with promptly.

- e. The Property Manager may levy fines through the complaint process for any disturbance that occurs more than once in any 24 hours for more than 10 minutes from 8:00 AM to 10:00 PM or more than 5 minutes from 10:00 PM to 8:00 AM.
- f. No smoking is allowed (including e-cigarettes or similar devices) in common element or limited common element areas.

4. LEASING

- a. Owners must register all leases with the property manager.
- b. Owners may not lease their Unit for any hotel use, a term less than 31 days, or more than twice in any calendar year. Advertising must include minimum stay requirements.
- c. Leases must be for at least the entire Unit and include all unit-designated parking spaces. Lessees may not use guest parking spaces.

5. INGRESS, EGRESS, AND OPEN SPACE PERAMBULATION

- a. Ingress and Egress to all Units are from the interior public hallway and not via the common exterior area open spaces.
- b. The secondary fire stair and the fire exit from the garage are for emergency use only and are not to be used except in an emergency.
- c. Common Element lawn and landscape areas are for passive enjoyment and are not for perambulation, and residents should not occupy those spaces.

6. LAKE MODERN GENERAL ENVIRONMENT

- a. Any Common Element sidewalks, driveways, entrances, halls, stairways, and passageways shall not be unrestricted or used by persons not authorized by the Association for any purpose other than ingress and egress from the Units.
- b. Except in the areas termed Limited Common Elements, no article shall remain on or in any Common Element area except for those articles of personal property, which are the common property of all the Unit Owners. The Property Manager may remove, dispose of, or store unattended articles in Common Element areas at the Owner's expense. If an Owner does not clean a condition within 48 hours of notification, the HOA has the authority to do so and charge the owner for the service plus reasonable interest.
- c. Owners may not leave recreational equipment in Common and Limited Common Element areas.
- d. Owners may not place objects or furniture in Common Element areas. Landscape service contractors will not accept the responsibility of moving residents' personal property to facilitate grass-cutting.
- e. Neither the Association nor the Association's service contractors will be held responsible for maintaining, repairing, or replacing a resident's personal property in Common Element areas.

7. PATIOS AND BALCONIES

- a. Residents shall keep their patios and balconies clean and orderly. They shall use them only for their intended purposes. They are not for household articles, laundry, equipment for sports and exercise, bathing, hot tubs, or spas.

- b. Wind chimes, kinetic objects, and animal feeders are prohibited.
- c. Decorations and lights (including holiday decorations and lights) are not allowed on or attached to any exterior surface of a Common, Limited Common Element, or on or within 12” inches of the interior surface of any window or door.
- d. Patio and balcony furnishings shall be matching sets, modern in style, neat, with a color value darker than middle gray (18% light reflectance) for all components (including fabrics), and maintained in good condition. Only one-colored components without patterns, writing, or images are allowed. Colors can not be yellow, orange, or red. All other colors must be muted and have a value darker than middle gray. Natural wood colors are acceptable if darker than middle gray. Plastic furnishings are not allowed. Because exterior furnishings affect the overall appeal of Lake Modern, the Board may further restrict the quantity, type, style, and color of balcony and patio furniture.
- e. Residents shall remove snow or ice from patios or balconies within 24 hours after the snow or ice accumulates. Residents on the second level shall remove snow and ice over the sides and never over the front edge.
- f. Gas and electric outdoor grills, propane fire pits, and propane patio heaters are permitted on decks and balconies if they follow the written manufacturer’s recommendations, have automatic one-hour off-switch timers, and adhere to the Lake Modern furnishings' restrictions. (Clear metallic and stainless steel finishes are not permitted.) Grills are for short-term cooking only and not extended smoking and curing.

8. UNIT IMPROVEMENTS

- a. See the Lake Modern Construction Rules and Regulations for further information regarding improvements to a Unit.
- b. Light and nonstructural interior improvements not involving walls are allowed by obtaining all applicable permits, adhering to all local, state, and federal building codes (including handicap accessibility), and registering a construction plan with the Property Manager for approval.
- c. Heavy improvements, including changes to walls, are discouraged but may be considered for approval by the Association on a case-by-case basis.
- d. Any changes to the building’s exterior are the responsibility of the Association and are subject to the requirements of the Lake Modern Master Association.
- e. No improvement that degrades the property, including structural properties, weatherproofing integrity, sound transmission characteristics, and energy conservation, is allowed.
- f. All windows and doors may be covered only from the interior by shades, drapes, blinds, or shutters kept in good repair. Windows and doors may not be painted or covered by foil, cardboard, or similar materials. Ill-fitting, unaligned, messy, broken, or torn window treatments are prohibited. As seen from the exterior, window treatments should appear uniform and neutral.
- g. Construction hours are between 8:00 AM and 5:30 PM Monday through Friday, and not on weekends and National Holidays, except in an emergency and after contacting the Property Manager.

- h. Unless authorized by the Association, no person is allowed to perform work of any kind upon the building exterior, Common or Limited Common Elements. Such work is the responsibility of the Association.
- i. No person, unless authorized by the Association, is allowed to install wiring for any purpose, including electrical, telephone, or any other similar purpose; or any television or radio antennae/dish, machine, or air conditioning units on or around the exterior of the project, including but not limited to balconies and patios. The Association must expressly authorize exceptions in writing and will require obtaining and adhering to all local, state, and federal building requirements.

9. PETS

- a. All pets must be registered annually with the Association's Property Manager and licensed with the Town of Basalt.
- b. No animals of any kind shall be raised, bred, or kept on the Property, except that dogs and cats may be kept, provided that they are not kept, bred, or maintained for any commercial purpose and that such pets are at all times under the control of their Owner, well-mannered and behaved; and provided further that, in no event shall any Owner(s) or occupant(s) of any Unit keep more than a total of two (2) such animals, in any combination, at any time.
- c. No pet is allowed in Common Areas except that pet caregivers may walk their dogs on leash to and from Units along designated paths and perform excrement functions in designated outside areas (the grass strip along Willow Road and Lake Ave). The pet caregiver is responsible for immediately cleaning up after the dog. Balconies and Patios are not to be used as pet relief areas.
- d. Unit Owners are responsible for costs related to cleaning, property repairs, and injury to any person or other pet for actions attributed to their pet or guest's pet.
- e. No animal shall unreasonably disturb a resident. Disturbances may not occur more than once in any 24 hours for more than 10 minutes from 7:00 AM to 9:00 PM or more than 5 minutes from 9:00 PM to 7:00 AM.
- f. Should any pet create a problem by having multiple disturbances, including running loose, making noise, odors, or improper use of balconies, patios, or other common areas, the Association has the authorization to issue a warning and fines to that pet's Unit Owner.
- g. Notwithstanding any other provision, disabled individuals may keep assistance animals in their units. Furthermore, nothing in the rules shall hinder full access to the units and the common areas by individuals with disabilities.
- h. Pet caregivers shall indemnify the association and hold it harmless against loss or liability arising from their pets.
- i. The Board may further restrict the pet regulations, impose pet registration fees, and require pet DNA identification at the owner's expense. They have the authority to ban individual pets and breeds identified generally as dangerous or annoying.

10. MOTOR VEHICLES, BIKES, AND PARKING

- a. All vehicles and bikes at Lake Modern must be in good condition, operational, and street or sidewalk legal. Owners must register their on-property vehicles and bicycles with the Property Manager.
- b. Residents can only use the parking spaces assigned to their Units. They may not share parking spaces with other residents.
- c. Vehicles are allowed in parking spaces with up to one 4-wheeled vehicle per space. 2-wheeled bicycles and vehicles are allowed in parking spaces as long as they are self-supporting, upright, neat, and orderly and comply with Lake Modern project approvals and town parking regulations.
- d. Residents must park all vehicles and bicycles at least 13” from the centerlines of the side striping and not past the ends of the side stripes.
- e. Residents may not have trailers, oversized vehicles, snowmobiles, jet skis, ATVs, or similar in the garage.
- f. Guest spaces are for short-term guest parking only. Residents may not use guest parking spaces. Guests staying longer than 24 hours or more than two times per month may park along Willow Road and Lake Avenue per the Town of Basalt regulations.
- g. Owners may not use parking spaces or vehicles for general storage or habitation.
- h. Bike racks are for 8 hours or less bike storage.
- i. The Property Manager may tow vehicles and remove bikes at the owner’s expense for remaining in a guest parking space or a bike rack for more than 24 hours, for having expired tags, flat tires, and expired registrations, or for abusing the guest parking privileges by using any combination of guest spaces more than two times a month.
- j. Vehicle and bike repairs, including oil changes, are prohibited on condominium roadways, parking areas, and driveways.
- k. Owners with vehicles or bikes that have leaked or spilled oil or fluids on roadways, parking areas, or driveways must promptly clean the leaks or spills. A resident must immediately correct the mechanical problem of any vehicle or bike leaking oil or other surface staining fluids.
- l. The board may change the parking regulations at its discretion as long as they do not violate PUD approvals and parking codes.

11. TRASH

- a. Each Lake Modern garage has a trash room exclusively for residents of that building. The Association will contract with a waste removal service for household rubbish removal and recycling.
- b. Owners must neatly place trash in sturdy bags and refuse for recycling in their designated containers. The Property Manager can make arrangements for extra-ordinary items (including packing material, discarded furniture, and old appliances) at an extra charge to the owner.
- c. Unit Owners and residents must not pour or allow to spill oil, solvent, or other volatile or flammable material into the storm sewers or common areas.
- d. Littering is prohibited.
- e. Residents must not have, collect, or leave rubbish, debris, or other unsightly materials in Common and Limited Common Element areas. Owners must always

keep their trash containers inside their respective units.

12. SIGNAGE

- a. Until the Declarant sells all Declarant Units, only the Declarant may place “Unit for Sale” and “Unit for Rent” signs at Lake Modern. Residents may not place “Unit for Sale” and “Unit for Rent” signs or any advertising signs on Lake Modern property, including inside Unit windows. After the developer sells all Units, one Association-approved and professionally printed “Units for Sale” or “Units for Rent” sign will be permitted as designated by the Board.
- b. The Association shall not abridge any resident’s right to display political signs and symbols. However, the Association may adopt reasonable content-neutral limitations such as the number, size, or placement of flags or signs and prohibitions against commercial messages to minimize damage and disturbance to other residents.

13. INSURANCE

- a. The Association shall maintain
 - i. Property insurance on the Common Elements for broad-form covered causes of loss.
 - ii. Commercial general liability insurance against all claims and liabilities.
 - iii. Insurance against claims concerning ownership, existence, use, or management.
- b. Each Owner is an insured person under the policy concerning liability arising out of such Unit Owner's interest in the Common Elements or membership in the Association.
- c. The Association’s insurance does not prevent the need for Owners to obtain insurance for their benefit. Owners shall maintain separate insurance policies of at least \$250,000.00 for property damage and general liability. The Association shall be a “named insured” on all Unit Owner insurance policies for their Unit.

14. COMPLAINTS

- a. Complaints must be made with a written statement delivered to the Property Manager. The owner shall describe the event by date, time, place, and duration with noise and disturbance details.
- b. The Association Board shall determine whether the complaint meets the criteria of a violation and, if so, shall issue a notice in writing setting forth the date, time, location, duration with the fines, and any other specifics necessary to inform the offender of the offense.
- c. The Property Manager shall provide the offending owner ten days from the notice's issuance date to contest the violation in writing.
- d. The Board shall hear the contested notice at the next Board meeting and either decide the validity of the complaint or schedule 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.

15. FINES

- a. The Association can levy fines for infractions to these Rules and Regulations and the Condominium Declarations.
- b. The board has authorized the Property Manager to manage all warnings and fines with oversight by the Board.

16. ACCESS

- a. Unit Owners are required to allow access to their Unit, having been given reasonable notice, to inspect and maintain those elements common to and affecting all Units. Such elements may include but shall not be limited to fire control systems, sprinkling devices, alarm sounders, smoke detectors, cable, telephone, electrical wiring, and plumbing.
- b. Fire sprinkler system technicians hired by the Association shall conduct inspections annually as required by the Fire Marshal. Expenses for these inspections will be in the Association's budget. The Unit Owner is responsible for any repairs to the system that are considered Limited Common Elements.
- c. Failure to provide access for these inspections constitutes a potential life threat to other Unit Owners and occupants and will result in a substantial fine. The Board will pursue legal action to complete the inspection, with the Unit Owner responsible for all costs, legal or otherwise, associated with such actions.

Signature: David Warner, Board President Date: 6/26/23