

Telemark Townhouse Association
RULES AND REGULATIONS
TelemarkTHA@comcast.net

January 1, 2024

To: All Telemark Townhome Association Owners

The intent of the Rules and Regulations is not for residents to feel overly burdened rather, maintain a clear protocol for operation and assist owners and tenants in their responsibilities to insure a pleasant atmosphere at the Telemark Townhouses. Listed below please find the rules and regulations:

Non-compliance with any of the rules and regulations is subject to fines as follows (unless stated otherwise).

First Offense: Warning-No Fine

Second Offense: \$50.00

Third Offense: \$100.00

Fourth Offense: \$200.00

(and subsequent violation of same rule)

Any and/or all collection and legal/administrative fees necessary to enforce compliance are the financial responsibility of the unit owner to whom the party that committed the offense resides. We strongly urge you to educate and inform all those residing within, and visiting your unit to understand and comply with these rules and regulations. Owners are responsible for informing tenants of the policies.

1. Payment of Dues, Fines, etc.
 - a. Dues (annual assessments) are payable to Telemark Townhome Association at 1083 Lionsridge Loop, Vail, CO 81657 by the first of each month in the sum of \$700.00 or quarterly commencing on October 1 in the amount of \$2,100.00. There is a grace period of ten (10) days. (Payments received after the 10th of the month are considered late). An additional \$25/month is due for each natural gas appliance with the monthly assessment.
 - b. Payments not received by the specified due date (whether they be for annual assessments, fines, special assessments, etc.) are subject to a \$25.00 late fee per month for payments not received by the 10th of the month up until three months (90 days) when an additional \$50.00 fee will be charged (total \$75 per month).
 - c. Outstanding payments after 90 days are also subject to lien. Lien release/legal/administrative/mileage/fees or any other costs associated with the collection of overdue payments are the financial responsibility of the overdue owner.
 - d. As stated above, owners are responsible for notifying tenants of Telemark's Rules and Regulations. Failure of either owners or tenants to comply with these Rules and Regulations will result in an initial warning. Second violation will be a \$50 fine payable by the owner. Third violation will be a \$100 fine. Fourth and subsequent violation will be a \$200 fine. All the responsibility of the Owner.
 - e. The Board will manage all communication with the Association Book Keeper and Accountant. Should any Member have an issue regarding statements or other accounting matters please contact the Association.

- f. The Association will generally respond within 48-72 hours to messages sent to the Association email address TelemarkTHA@comcast.net
 - g. To minimize accounting fees it is the responsibility of each owner to properly keep track of and timely pay all assessments and fees when due. Statements will be provided from time to time if necessary should any owner become delinquent in order to encourage timely payments to the Association.
2. Parking
- a. Two designated (and numbered) parking spaces are provided for each unit (Article VI, C). Do not park in another's space—or allow a guest to do so, without the permission of the owner. Confer with neighbors if extra temporary parking is needed.
 - b. Guests should post a note in their vehicles identifying which unit they are staying at.
 - c. Move vehicles regularly for snow removal. If owners do not comply with this requirement they will be responsible for clearing snow from their individual parking spaces.
 - d. Parking spaces are for motor vehicles only. Storage of wrecked or inoperable vehicles, trailers, boats, campers, commercial truck or van, or recreational vehicles is not allowed (Article XII, section 12).
3. Snow Removal
- a. A snow removal company will arrive generally first thing in the morning to plow snow from each parking area when the accumulation is greater than 3 inches.
 - b. Move vehicles periodically to allow for the complete clearing of the lots.
 - c. If a vehicle is not moved, the vehicle owner is responsible for shoveling to clear the space and the surrounding area.
 - d. Each occupant is responsible for shoveling their walkway and stairs to keep them free of snow and ice should a service not be employed by the Association. At present a service will come one time generally in the morning to clear stairs and walkways. Any additional snowfall after the initial clearing is the responsibility of each owner to individually clear their walk/stairway.
 - e. The Association will not be responsible for any accidents or injuries that may occur.
4. Pets (Animals – Resolution of the Board Article XII, 1973)
- a. Tenants are only allowed to have pets as pre-approved by the Telemark Board. Should the Board approve such a request, rented unit owners will be charged an additional \$50.00 on the monthly assessments. Short term or temporary tenants/guests are not allowed to have pets unless otherwise preapproved by the Telemark Board.
 - b. According to Town of Vail ordinances, a pet owner or designee is responsible for “cleaning up” after their animal. The same holds true on the Telemark premises. It is the pet owner's responsibility to clean up after pets. Violation of this responsibility will result in the implementation of the additional monthly assessment described above.
 - c. Should any pet of a tenant be approved by the Board, the tenant will be required to execute and provide to the Telemark Board a “Pet Agreement” outlining further obligations of the tenant associated with keeping a pet on the Telemark premises.
 - d. The owner of the unit being rented will be responsible for securing the signed Pet Agreement from the renter having the pet onsite.

- e. Tenants will only be allowed one pet per unit. Should the Board approve more than one pet per unit, the owner's monthly assessment will be \$50 per pet per month. All assessments for pet fees will be billed directly to the owner of the affected unit and shall be their responsibility to timely pay.
 - f. Until such time as any approved pet is removed from the premises and the Association has been properly notified, the pet fee will be assessed. Please provide the Association 30 days notice prior to any approved pet being removed from the premises so the assessment may be properly adjusted.
5. Noise
- a. Noise is defined as any sound or sounds that are audible to anyone in an adjoining unit or from the outside.
 - b. Keep television, stereo and especially late-night company noise to a minimum. It is recommended that excessive noise should not occur after 10:00 pm during the week and 11:00 pm on the weekend. Warnings will be given to unit owners in cases of noise complaints/violations. Second offenses may result in fines as described under Item 1 above.
 - c. Early morning noise, especially over the weekends should also be kept to a minimum.
6. Common Areas
- a. The entire parking and yard area are the responsibility of all occupants to keep clean.
 - b. Cans, papers, bottles, cigarettes stubs, and any other "trash" are to be picked up and disposed of in the trash containers.
 - c. Littering is not allowed.
7. Trash
- a. The one trash receptacle (dumpster and recycling), is located on Lionsridge Loop in front of unit #15 and is to be used for normal household trash.
 - b. All trash must be bagged.
 - c. Dumping of anything beyond "normal household trash" – tires, remodel or construction waste, furniture, appliances or abnormal volumes of household trash is the responsibility of the owner and is not to be placed in the common dumpster.
 - d. Owners who do not reside in their unit may not utilize the trash receptacles unless granted special permission by the board.
 - g. If a dumpster is full please notify the board.
8. Recycling – Effective July, 2014 it is mandatory by the Town of Vail
- a. The enclosure on Lionsridge Loop contains two (2) recycling "rolling totes."
 - b. The current recycling vendor utilizes single stream recycling: Aluminum, all glass, #1 through #7 Plastics, Paper including junk mail, paper board and metal cans may be comingled. Plastic bags are not recyclable and are not to be placed in these containers.
 - c. Carboard boxes, except pizza boxes, must be broken down and placed behind the "rolling totes." There is a box cutter hanging in the back of the building if needed.
 - d. All other recycling is the responsibility of owners.

9. Occupancy
 - b. No more than four unrelated people are to reside in any unit for long periods of time (more than a month). No more than six persons may inhabit a unit temporarily (i.e., no more than 14 days).
 - c. Any Unit Owner renting his or her Unit or any part thereof for less than 30 consecutive days must follow all Town of Vail Ordinances in this regard as well as notify the Telemark Townhouse Association the respective unit is being rented from time to time on a short term basis.
10. Pool
 - a. The pool is open from approximately the middle of June through Labor Day weekend.
 - b. Observe the posted rules for pool use. Children must be accompanied by an adult.
 - c. Non-resident guests may use the pool unaccompanied by a resident if permission is given by the resident.
 - d. Any damage caused to the pool by users will be billed to the owner who granted permission to use the pool.
 - e. A contractor will clean the pool periodically and is also contracted to open and close the pool.
11. Lights
 - a. The common area lights are maintained by the Association. Please notify the board if a walkway light is out or missing.
 - b. Outdoor lighting on each unit is the responsibility of the owner.
 - c. Use only LED bulbs.
12. Heating system/Plumbing (common boiler)
 - a. Gas is a major expense. Conservation of energy is urged.
 - b. Zone valves and the units heating system are the responsibility of each owner and annual inspection is recommended.
 - c. The Association is not responsible for frozen pipes.
 - d. Please be sure the heat is on in your unit as winter approaches. If your unit is not occupied regularly, 55° is the recommended thermostat setting. Each Unit must have shut off valves to isolate the Unit from the common hot and cold water supply lines. These valves and the internal plumbing of the unit are the responsibility of the individual Unit Owner. These shut off valves should be labeled and the Board informed as to the location of the valves. It is recommended that the water be turned off when a Unit is not occupied for an extended period of time.
13. Keys
 - a. Each owner is responsible for having a spare key or their code stored in the key box.
 - b. Contact one of the Board Members to have a key or the code placed in the box.
 - c. Only Board members have access to the key box.
14. Accurate Address and Emergency Numbers
 - a. Owners are responsible for submitting current mailing address and phone number(s) to the Board Secretary and a current email address.
 - b. Owners are responsible for submitting the contact information for tenants.

15. Limitation on capital expenditures
 - a. No capital expenditure shall be undertaken by the board of directors reasonably estimated to exceed \$25,000.00 without first obtaining the written or electronic approval of 51% of the homeowners owning a Telemark Townhouse unit.
 - b. For any expenditure estimated to exceed this limitation, the Board of Directors will notify all owners, at the address or e-mail address currently on file, with the details outlined and the expenditure to be incurred.
 - c. Information such as the operation to be conducted, estimated price, bids received, and the purpose of the expenditure will be included in this notice.
 - d. Each owner will have 30 days from the date of notice to respond in writing as to the approval or disapproval of the proposed expenditure, mailed, or e-mailed to the Association.
 - e. Each owner's response must be received by the Association prior to the expiration of this period. Any owner failing to respond within the 30 day period will be deemed to have approved the expenditure.

16. Insurance
 - a. All owners are required to carry insurance on the interior of their unit to cover damage and contents.
 - b. Coverage will be, at a minimum, in the following amounts:
 - Dwelling: \$100,000
 - Contents: At least \$50,000 or a higher amount at the discretion of the Owner
 - Personal Liability: \$250,000 Each Occurrence
 - c. In most instances damage to the interior of any unit will first be covered by the individual insurance policy of the owner.
 - d. Additional coverage may be available under the Telemark Townhouse Master Policy subject to review by the Board. Payment of the deductible if the Master Policy provides coverage will be the responsibility of the individual unit owner
 - e. Any individual unit owner choosing not to carry "contents" insurance will sign a waiver whereby the Association policy will not be available for coverage.
 - f. Each owner will provide the Telemark Townhouse Association a certificate of insurance or other verification from the owner's insurance provider on an annual basis. This verification should be sent via mail to 1083 Lionsridge Loop, Vail, Colorado 81657 or emailed via PDF to TelemarkTHA@comcast.net annually upon owner's renewal.

18. Maintenance
 - a. All owners will reasonably maintain the interior of their unit to prevent any damage to adjoining units or the common areas.
 - b. This will include plumbing, electric and any appliances installed or used within the owner's unit.
 - c. Costs of maintenance will be at the sole expense of unit owner.
 - d. Should the maintenance item(s) be determined "central or common" to the complex, Association funds may be available to cover the cost(s) of repairs to the common infrastructure not internal damage to a Unit.
 - e. The roof and removal of snow is being monitored by the Association. No member, tenant or guest is allowed on the roof without prior approval of the Board.

Policy regarding infrastructure and upgrades:

Any infrastructure, which may include without limitation by enumeration, decks, balconies, patios/porches, stairs, windows, gutters, structural improvements which are used exclusively or substantially by an individual Unit at the Telemark Townhouses shall be maintained and repaired at the sole risk, cost and expense of the Telemark Unit associated with said infrastructure. If the infrastructure in question may affect more than one Unit, the Telemark Board will assist in coordination of the necessary maintenance and repairs, however, the costs associated therewith will be billed directly to the Telemark Unit(s) associated with the infrastructure. At all times the individual Unit owner and their associated insurance policy will be primarily responsible for damage to any persons or property associated with said infrastructure

Notice: The Board may provide notice via email or written letter in regard to any of the provisions contained in these Rules and Regulations.

- a. Should you have any questions, comments or suggestions please send a message to TelemarkTHA@comcast.net

Additionally, should you encounter any problem related to inadequate heat, hot water, flooding, etc., please contact any member of the Board.

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