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**PACIFIC AVENUE CONDOMINIUMS**  
**RULES & REGULATIONS**

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## **1. GENERAL INFORMATION**

1. The Association is comprised of 9 units. Address locations are listed as 410 AABC and 412 AABC followed by unit #'s, Aspen, CO 81611.
2. As a private condominium association, we are governed by our own Declaration and Bylaws, created on June 29<sup>th</sup>, 2006. We elect our own Board of Directors from our unit owners and the Board manages the association affairs on behalf of our 9 unit owners.
3. Annual Meetings are to be held in January. Regularly scheduled board meetings are to be held throughout the year and scheduled by the Board when appropriate.
4. A master policy for insurance coverage is purchased by the Association specifically for common areas. Each unit owner must obtain insurance at his/her own expense affording coverage upon the unit, personal property and for his/her personal liability.
5. The Board, on behalf of the Association retains the services of an in-house management/maintenance person(s) to handle day-to-day operations of the Association.
6. The Association and the managements person(s) do not have the responsibility for the law enforcement at Pacific Avenue Condominiums. The responsibility for dealing with suspicious or criminal activity remains exclusively with the Aspen Police Department.

## **2. ENVIRONMENT OF COMMON AREAS**

1. The Common areas consist of everything but the individually owned condominium unit. The repair and maintenance of all of the common areas is done at the Association's expense except as otherwise explained in the Rules and Regulations and Declarations and Bylaws.
2. Parking areas, driveways and cul-de-sacs are private and maintained by the Association.

3. Littering is prohibited.
4. All damages to the common areas caused by an owner, pet or owner's guest must be repaired or replaced at the expense of the unit owner.
5. The noise ordinance for Pacific Avenue Condominiums is in affect from 10:30pm until 8:00am daily. This is in consideration of all owners and their families.
6. Any noise, which distracts or disturbs others, is prohibited. Residents must refrain from any activity which creates a nuisance. If someone is creating a nuisance, contact your local law enforcement.
7. Unit owners must not give work instructions to any association service contractor or the in-house management/maintenance perons(s). This requirement is not intended to reduce or refuse service; it is simply an administrative performing the work in accordance with the contractual agreement. All service contractor requests must be put in writing and mailed to the Association at 410 AABC, Aspen, CO 81611.
8. Personal signs are prohibited on the condominium property.
9. Oil or fluid leaks or spills on parking areas must be cleaned immediately by the owner responsible. Efforts must be made to correct the mechanical problem of any vehicle leaking oil or other surface staining fluid.
10. Unit owners must not pour or allow to spill, any oil, solvent or other volitale or flammable material onto the condominium property and common areas.
11. Lawn ornaments and/or lawn furniture and any other personal property must not be placed in common areas.
12. Neither the Association nor the Association's service contractors or in-house management will be held responsible for maintenance, repair or replacement of a resident's personal property in common areas.

### **3. CONDOMINIUM ASSOCIATION RESPONSIBILITIES**

The Association is responsible for the reasonable maintenance of the following:

1. Building exterior, foundation and roof.
2. Driveways, parking areas, and cul-de-sacs.
3. Utilities, which are not separately metered.
4. Common area insurance.
5. Grass cutting, fertilizing and reseeding of lawn areas.
6. Care and maintenance of common area trees.
7. Repair of gutters and downspouts.

These are only some of the items listed in your documents. You should read and refer to the Bylaws and Declaration Documents of the Pacific Avenue Condominium Association if you have any questions.

#### **4. LIMITED COMMON AREAS**

Certain parts of the common areas are built and designed specifically for each individually owned condominium unit. Examples include unit windows and doors and patios.

These are designated common areas because they are owned by all unit owners in common and the Association has control over how they are to be maintained. Their complete designation is, however, limited common areas because they are limited to the use of one condominium owner. Maintenance and repair become the expense of the individual owner.

1. Limited common areas are limited to the use of a particular unit.
2. Rubbish, debris and any other unsightly materials are prohibited.
3. There shall be no changes to the front exterior landscaping or shrub beds by any owner.
4. Broken windows, torn screens or damaged front doors must be repaired by the unit owner at his expense.
5. Front Door Model # (see HOA).

6. No changes may be made in the color of unit doors.
7. Appropriate patio and deck items would include outdoor furniture, planters and grill.

## **5. RESIDENTIAL UNIT REQUIREMENTS**

The boundaries of the individually owned condominium unit and everything within these boundaries built and installed for the exclusive use of said unit is home sweet home. It is the owner's responsibility to maintain.

1. Units shall be occupied and used for single-family purpose only as private dwellings for owners and their family.
2. Exterior modifications to the units or the grounds are prohibited without obtaining prior, written approval from the Board and the Housing Office.
3. Installation of wiring for electrical, telephone, television systems, air conditioning, machines or the like on the exterior of the building, or which protrudes through the walls of the roof of the building is prohibited without approval of the Board.
4. Window air conditioning units are prohibited.
5. Installing reflectors, recreational equipment, light posts or flagpoles is prohibited.
6. Structures such as storage sheds, swimming pools, animal shelters, patio awnings or gazebos are prohibited.

## **6. UNIT OWNER RESPONSIBILITIES**

We have printed some of these items to assist you in your personal maintenance scheduling.

1. Interior of the unit.
2. All doors, windows and window screens.
3. All heating and ventilation equipment.

4. Exterior water faucet and electrical outlet serving the individual condominium unit.
5. Patios/decks and stairs.
6. Utilities separately metered for the unit and utility service line connections exclusive to the unit.
7. Insurance for the private unit owner coverage.
8. Individual mailbox and key and lock.
9. Replacing burned out light bulbs in the exterior light fixture attached to the condominium unit with a white light bulb.

## **7. MOTOR VEHICLES**

1. The following vehicles are prohibited from being parked within Association property:
  1. buses
  2. mobile and/or motorized homes
  3. NOTE: For purpose of loading or unloading and in preparation for a trip, a recreational vehicle may be parked in the parking lot for a period not to exceed 12 hours.

## **8. PARKING**

1. There are 2 parking spots reserved for each unit.
2. When entertaining several guests for a specific function, the resident must advise the guests to park on the street.
3. The guest parking spaces within the parking lot may be used by an owner's guest for no longer than a 24 hour period. If the guest is going to exceed the 24 hour limit, the owner must get approval from the HOA in order for the guest to park.
4. The in-house management/maintenance person has his/her own parking space designated to them, in addition to the 2 spaces that

he/she has for their unit. This is to accommodate a plow or any other vehicle needed to maintain the property.

## **9. PETS**

1. No animals, such as rabbits, livestock, fowl or reptiles shall be raised, bred or kept in any unit or the common or limited common areas except for dogs, cats or other household pets, which may be kept subject to the Rules and Regulations adopted by the Association, provided that they are not kept, bred or maintained for any commercial purpose.
2. Dogs must be under voice control if outside off of a leash.
3. No pet shall be tied, fenced or housed outside of a condominium unit.
4. Pet owners shall be held liable for all damages caused by their pets to any common property.
5. Pet owners are responsible for the daily pick-up of their pets.
6. Any pet causing or creating a disturbance will be given written notice from the Board. The owner must take appropriate measures to fix the problem.
7. All dogs must be registered with the HOA. Registration form is available from the HOA President.

## **10. RUBBISH REMOVAL**

1. Waste Management provides rubbish removal and recycling.
2. An owner may call and employ a service company or contractor of their choice to haul away large items of rubbish, furniture or appliances at the owner's own expense.
3. Large items of rubbish must not be placed outside for pickup until the scheduled pick up date.

## **11. INSURANCE**



As a condominium property, a master policy for insurance coverage is purchased by the Association specifically for common areas.

1. Each unit owner must obtain insurance at their own expense affording coverage upon their unit, personal property and for their personal liability. We recommend having your personal insurance agent review the Declaration and By-Laws.

## **12. MAILBOX KEY AND LOCK**

1. The individual mailbox key and lock are the responsibility of the unit owner and/or resident.
2. Contact the Aspen Post Office, or a locksmith of your choice, for repairs and/or replacement.

## **13. CABLE TELEVISION**

1. Cable television is a private agreement between the unit owner and the cable company, at the owner's expense.
2. Arrangements for the installation and/or disconnection of service is a unit owner's responsibility.

## **14. ARCHITECTURAL GUIDELINES**

1. Storm Doors
  1. Installation of a storm door is prohibited without prior, written Board approval.
  2. Upon approval, maintenance and upkeep of the storm door is the unit owner's responsibility.
2. Replacement Windows
  1. Windows, when replaced by the unit owner, must be identical in appearance to the existing windows.
  2. Maintenance and upkeep of windows are an owner's responsibility.
3. Door Replacement
  1. Replacing doors is prohibited without prior written Board approval. (See Board for door model #).
  2. Maintenance and upkeep of doors is the owner's responsibility.
4. Decks

1. Maintenance and upkeep of each unit's deck is the responsibility of that unit's owner.

## 5. Satellite Dishes

1. Installation of any satellite dish/antenna on, attached to, or extending into the common areas is prohibited. Attachment to the roof areas is strictly prohibited. Any owner contemplating the installation of a satellite dish/antenna elsewhere on the condominium property must comply with the following guidelines and submit the request form for alterations to the exterior architecture. The HOA has these forms.

2. Location of Dishes:

- a. All dishes must be installed indoors unless acceptable quality signals cannot be received. If it is necessary to install outdoors, then the dish must be installed within the owner's limited common areas. Dishes may not encroach upon the common areas or another owner's limited common areas or unit. Dishes shall not obstruct access to any unit. Dishes must not be visible from the front of the unit.

- b. Installation of Satellite Dishes:

1. All dishes must be installed in compliance with local building and safety codes, in accordance with the manufacturer's instructions, and shall not damage or impair the common or limited common areas.
2. All installation shall take aesthetic consideration into account.
3. The installation shall not impair the integrity of the building. There shall be no penetrations of the limited common areas. The following guidelines shall be used: devices that permit transmission of telecommunications signals through (1) glass, or (2) under windows or doors such as ribbon wiring, or (3) through existing wiring. If penetration of exterior surfaces is necessary, then the penetration shall be sealed and waterproofed in accordance with applicable building codes and industry standards.
4. Only one HOA approved satellite dish will be allowed to be mounted to each Pacific Avenue Condominium building. Approved satellite dish systems will be adequate to provide all possible contractible services from satellite

provider to all tenants of each Pac Ave condo building at initial installation.

5. HOA approved satellite dishes will be mounted to the exterior siding. No fascia, soffit or roof material will be penetrated by any mounting fixture or cable, larger than 1/8" in diameter. The mounting position will be no less than 12" above the windows on the South aspect of the second story. The overall position will be such that no roof pitch will drain on to mounted satellite dish or mounting fixture.
6. Service connection to HOA approved satellite dishes will be provided to all units through the existing wiring in mechanical room. No siding will be penetrated by service cable. All service cable mounting attachments to any siding will be pre-drilled, not to exceed 1/8" in diameter, as to not split or break siding.

## **15. LIEN PROCEDURES AND COST OF COLLECTION**

### **1. COLLECTION POLICY**

- A. Pacific Avenue Condominium HOA dues are due on the 1<sup>st</sup> of each month and considered late on the 20<sup>th</sup> of each month.
- B. Any payments made by the unit owner shall be applied in the following order:
  1. Collection costs, attorney's fees incurred by the Association
  2. Principal amounts owed on the account for common expenses and assessments.
- C. Any past due HOA dues and assessments may cause a lien and foreclosure to be filed against the unit owner if the owner cannot get current on their owed balance within a reasonable amount of time to be determined and set by the Board.
- D. Any cost, including attorney fees, recording costs, title reports and/or court costs incurred by the Association in the collection will be assessed to the delinquent owner.

- E. Refer to the Pacific Avenue Condominium Association's Declaration and By-Laws for further collection information.

## **16. COMPLAINT PROCEDURE**

1. Complaints against anyone violating the Rules and Regulations are to be made in writing and either placed in the Association's Suggestion Box or hand delivered to an HOA board member and must contain a signature of the individual filing the complaint. Emailed complaints are strongly discouraged.
2. The HOA, in most instances, will contact the alleged violator after receipt of a reasonable and valid complaint, and a reasonable effort will be made to gain the violator's agreement to cease the violation.
3. If reasonable efforts to gain compliance are unsuccessful, the unit owner will be subject to a sanction in accordance with the penalty provisions contained hereunder.

## **17. ENFORCEMENT PROCEDURES AND ASSESSMENT FOR RULE VIOLATIONS**

1. The unit owner shall be responsible for any violations of the Declaration, ByLaws or Rules and Regulations by the unit owner, guests or any other occupants.
2. A rule violation, that by the determination of the Board affects the rights of others of their property, may result in immediate legal action.
3. Refer to the Pacific Avenue Condominium Association's Declaration and By-Laws for further information on the legal enforcement procedures for rule violations.

## **18. GOOD NEIGHBOR POLICY**

The Association's Declaration and ByLaws and the Rules and Regulations define the standard of living residents may expect from our condominium environment. These documents are designated to protect the rights of each owner. However, policy and procedure cannot replace courtesy and the need to communicate with each

other. Before filing a complaint about a neighbor, take the time to have a personal discussion outside of the HOA's involvement. Neighbors talking with each other, in a non-threatening manner, can achieve quicker results in a friendlier fashion. Our documents are our foundation. Our community spirit lies within the hands of each resident.