

# Rocky Mountain Village Estates

**RULES AND REGULATIONS WITH APPENDICES, MARCH 15, 2023**

Replaces Rules and Regulations, November 2011 and September 2018

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## **INTRODUCTION**

**The Third Amended Condominium Declaration ("Declaration") and the Second Amended Bylaws ("Bylaws") of Rocky Mountain Village Estates Home Owners Association ("Association"), which jointly govern the affairs of the Association, contemplate and permit the adoption of regulations to regulate and manage the community. Accordingly, the Board of Directors adopts the following rules and regulations, which shall remain in full force and effect, until modified in whole or in part as provided by such governing documents.**

### **1. PERSONAL RIGHTS AND OBLIGATIONS OF OWNERS/RESIDENT**

#### **1.1. Minimum Requirements for Ownership/Occupancy**

The real property of the Association is intended for "independent senior living individuals Age 55 and over." As written in Declarations 11.1.b: "All units within the RMVE Condominium Community shall be occupied and used by at least one person who shall not be less than 55 years of age."

#### **1.2. Emergency Procedures and Safety Information**

The Association and all residents jointly recognize the need that all residents be timely evacuated in an emergency. Residents are encouraged to familiarize themselves with the Association Emergency Procedures and Safety Information (See Appendix A).

#### **1.3. Use of Units**

No industry, business, trade or commercial activity other than home professional pursuits without employees, public visitors or nonresidential storage shall be conducted, maintained or permitted in any part of a Condominium Unit, nor shall any Unit be used or rented for transient, hotel or motel purposes. Neither shall any unlawful use be made of any portion of the Community. Use of units shall be in accordance with Declarations 7.1.a

#### **1.4. Use of Common Elements**

**No outside classes, activities or programs shall be held for other than RMVE residents, and their guests. Legal counsel should be consulted by the HOA Board if an event is in doubt. Refer to Appendix B, Common Rooms in Bergen and Genesee Buildings.**

#### **1.5. Smoking or Vaping Prohibited in the Community**

No smoking or vaping of any kind is allowed in the RMVE Community, including by way of example and not by way of limitation in or on any Limited Common Element [including a deck], in any meeting room or anywhere within the entire Community. Refer to Declarations 7.12 and 7.16.

#### **1.6. Pets**

The residents, collectively, of a Condominium Unit may keep one cat, or not more than two birds, except as provided by applicable laws (refer to Declarations 7.6), given that:

- a) A clean and healthy environment is continuously provided. Each owner/resident must clean up after his/her pet anywhere in the Community.
- b) Cat is vaccinated.
- c) The pet is kept out of all Common Elements, except while in transit in a traveling case.
- d) The pet[s] does not create a nuisance for any resident.
- e) By the act of keeping a pet, a owner/resident acknowledges that [s]he is liable for loss and damages caused by such pet.

### **1.7. Noise and Other Interference with Rights or Comfort of Residents Prohibited**

No person shall make any excessive noise in the buildings or anywhere in the Community that interferes with the rights, comfort or convenience of another resident or owner. This specifically includes the excessive and inordinately loud operation of a musical instrument, radio, television, tape recorder, digital device, washing machine, dishwasher or other noisy device between the hours of 10 p.m. and the following 8 a.m. Residents or owners arranging for noisy work such as the installation of carpet, hammering on walls, etc. which is likely to last more than two hours shall notify all other residents likely to be impacted by such noise not fewer than 48 hours prior to such work so that they may take appropriate action for their own health and well-being. Refer to Declarations 7.8 and 7.12.

Verbal and/or physical abuse by any resident, guest or employee of the association toward another resident, guest or employee of the association will not be tolerated. Incidents between residents and guests may be reported to the police. Verbal and/or physical abuse by employees of the association toward residents and guests or abuse by residents and guests towards employees shall be reported to the Association Board of Directors and may be reported to the police.

### **1.8. Use of Water to be Responsible**

Water is a precious and expensive commodity in Colorado. Responsible use of water is encouraged. RMVE recommends that owners/residents turn off the water in their unit before departing for an extended absence or vacation.

### **1.9. Consent Required for Removal of Association Property**

No equipment or supplies owned by the Association are to be removed from their storage place and taken off the Community without prior written consent of the Association.

### **1.10. Dispatching Association Employees Prohibited**

During working hours no agent or employee of the Association shall be commissioned for personal service of a resident or owner.

### **1.11. Emergency Access to Residential Unit and Pass Key Policy**

Within 10 days of establishing residence, each resident is encouraged to sign a release waiver of permission and provide the Association with a means by which emergency personnel and/or any person authorized by the HOA Board of Directors may gain entrance to the owner/resident's unit. The Association agrees to use its best efforts to respond to emergencies that occur during normal business

hours. Owners/Residents may give the fire department and/or the Association key codes to the lock box if they have a lock box at the entry door or a pass key to their unit. Refer to the Declarations 5.6, Failure to Maintain.

To protect the right of privacy for all owners/residents, RMVE does not require the Association to have access by a "pass" key to each unit. It is the voluntary decision of each owner/resident to provide a key to their unit. RMVE requires an absolute waiver be signed, by the owner, and if the owner rents the unit, the resident, which will detail any limitations or circumstances for permission for access to the unit. The waiver will relieve and hold harmless RMVE from any liability for any damage or injury within the unit. See Appendix C, Pass Key Policy.

#### **1.12. Disposal of Garbage, Trash and Recycling**

Each resident shall remove household garbage and trash from his/her unit and place it **IN** [not around] the common dumpsters in a timely fashion. Trash may not be placed in hallways, or common areas for any reason. Items may not be left outside of the dumpster, or recycling bins. Dumpster bin lids must be closed at all times. Each owner/resident may make arrangements through the manager for removal of large household items, i.e., furniture, mattresses, etc., in advance and pay the appropriate fee. Refer to Declarations 5.6.

For the recycling bins, the boxes must be broken down, and bottles and cans rinsed. Any shredded papers must be placed in a brown paper bag and stapled closed. No plastic bags may be placed in the recycling bins. Refer to the notices posted at the recycling bins for complete requirements.

#### **1.13. Proper Use of Equipment and Floor Load in individual units**

All fixtures and equipment are to be used for the purposes for which they were designed. There shall be no floor load in excess of 40 pounds per square foot in an individual unit (from original building specifications).

#### **1.14. Overloading of Circuits Prohibited**

No electrical device creating overloading of standard circuits may be used. Misuse or abuse of appliances or fixtures within a Unit, which affects other Units or the Common Elements, is prohibited. Total electrical usage in any Unit shall not exceed the capacity of circuits.

### **2. REGULATIONS RELATING TO COMMON ELEMENTS**

#### **2.1. Use, Obstruction of, in/on Hallways and Other Common Elements**

Common Elements, such as hallways and access areas to Condominium Units, must be kept free of all obstructions and items not specifically authorized in writing by the Board. Immediately after use, shopping carts and other devices must be returned to Kings Soopers or taken to the designated Community area.

Except with prior written approval of the Board or as specified in later portions of this paragraph, no sign, advertising, billboard, or poster, which are visible from the corridor, shall be permitted to remain in a Common Element. No approval is necessary for any sign which is an integral part of a Common Element or for a name plate not to exceed nine square inches in area displayed on the main entry door

of a Unit. Limitations regarding number and timely display of political signs and holiday decorations set out in Sections 4.8 and 4.9 shall apply to displays subject to this paragraph.

The interior surface of condo windows facing the corridors is exempt from the above paragraph, and may be decorated with stained glass, vinyl coverings, window shades or decorations on the window or sill.

## **2.2. Interference with Building Systems or Other Common Elements Prohibited**

No individual shall in any manner touch or interfere with (or aid in the touching or interfering with) any portion of a building system, particularly a mechanical or electrical system located in or on any building on Community, without prior written approval of the Board. Neither shall any individual in any manner alter a Common Element without prior written approval of the Board.

## **2.3. Elevator Use for Moving and Delivery**

The Association shall be given not less than twenty-four [24] hours notice when household goods are to be moved in the elevator, so that elevator pads may be installed at the time of the move. Moving activity shall be accomplished in a reasonably quiet manner [consistent with Section 1.4, and shall not block any lobby, hallway, doorway, driveway or emergency exit]. **The owner/resident whose articles are being moved (or a person specified by him/her) shall be present at the front security door at all times during the move to assure that the security doors are closed and that building residents are not unreasonably deprived of the use of the elevator.** Moving activities/deliveries are to be accomplished between the hours of 8 a.m. and 5 p.m. Monday through Saturday unless other written arrangements are made with the Manager prior to the move. The Unit Owner shall pay for all damages resulting to Association property (even if the damage is caused by a tenant).

## **2.4. Exercise Rooms and Workshops**

The exercise rooms and the workshops shall be open from 8 a.m. to 10 p.m. daily. None of these facilities is to be used in a manner that disturbs or annoys any resident. The last person leaving such facility shall leave the room in good order, including locked windows and turned-off lights. See Workshop Policy Appendix E.

## **2.5. Guest Suites**

The Guest Suite in each building is available for a nominal rental by reservation requested by a resident. The Guest Suite Policy is attached to these Rules and Regulations as Appendix D.

## **2.6. Use of Common Elements**

Use of the community rooms (the Evergreen Room in Bergen House and the Mountaineer Room in Genesee House), Libraries, Workshops, Bergen Billiard Room, Genesee Meeting Room, and Art Room is available to an owner/resident on certain terms and conditions which are set forth in Appendix B.

**No outside classes, activities or programs shall be held for other than RMVE residents, and their guests. Legal counsel should be consulted by the HOA Board if an event is in doubt. Refer to Common Room Policy Appendix B.**

## **2.7. Private Gardens**

No resident or owner shall initiate or maintain a private garden or landscaping area on a Common Element.

**2.7.1. Control and care of Common Elements.** As stated in the Declarations, 7.11, all (100 percent) of the Common Elements are under the exclusive control and sole care of the Association, acting through the Board of Directors.

**2.7.2. Ban on establishment or enlargement of gardens.** As of this date (September, 2018), no new garden shall be established on any Common Element, nor shall any presently existing garden on a Common Element be expanded. When a current owner/resident of a garden leaves RMVE, the garden may not be continued by the new owner/resident.

## **2.8. Posting Occupant's Name on Limited Common Element**

Without the express permission of the Board of Directors, no owner/resident shall put his/her name in any entry passageway, vestibule, hall or stairway except on the door of the Condominium Unit [s]he occupies.

## **2.9. Community Bulletin Board Use**

**RMVE Owners/residents have the right to express their opinions; nothing in these provisions restricts the rights provided under Federal law. All postings should have the name of the owner/resident and the date. All postings should use appropriate language.**

**2.9.1. Postings on the front bulletin board** are for Association use. Postings should be signed and dated and may **ONLY** include: board and committee notices; manager notices; RMVE events occurring in the next 30 days, i.e. potluck suppers, movie night; Evergreen Community events in the next 30 days; list of current Board of Directors; dates of regular Board of Director meetings.

**2.9.2. Postings on the back bulletin board** are for the owners/residents to post their personal items. Postings should be signed and dated and may include: Personal notices (items for sale or rent, services, opinions, etc); notices about residents, i.e. moving, health, etc; notices of Evergreen Community events and services that are ongoing and/or more than 30 days in advance (Bookmobile visit calendar, Evergreen area events, as well as information of general interest to the RMVE Community.

**2.9.3. Any unsigned/non-dated posting** of any kind may be removed at the Board's discretion. Political and/or religious postings are prohibited on the bulletin boards. The Association reserves the right to remove any posting it believes is inappropriate.

## **2.10. Inside Mailbox Use and Unit Door Notices**

Distribution of unsigned notices of any kind, advertisements or opinions, are not permitted to be placed in inside mailboxes or on or under unit door.

### **3. RESIDENTIAL UNITS**

#### **3.1 Limitations Regarding Remodeling/Improvement/Construction Within a Unit**

**Prior written Board approval is required before initiating proposed remodeling or construction work [such as electrical or plumbing changes which affect a unit or may affect an adjacent unit, modifications of partitions, replacement of windows, floors, doors, or like matters] in a residential Unit. Such consent shall require:**

**3.1.1 Evidence of Insurance/Permits.** Each contractor expecting to work on the project, if approved, shall provide evidence of insurance satisfactory to the Board and all required permits and certificates.

**3.1.2 Time Limit.** Absent reason which, in the discretion of the Board is good and sufficient, all proposed work must be completed within ninety [90] days of the date the project as a whole is commenced.

**3.1.3. Working Hours.** All work is to be performed between the hours of 8 a.m. and 5 p.m. Monday through Friday, unless authorized by the board.

**3.1.4. Removal of Debris.** Each owner/renter shall remove all trash and debris from the work site promptly and at its/his sole cost. Association dumpsters are not to be used for this purpose.

**3.1.5. Owner Responsible for Damage to Common Elements.** The owner of the unit in which the construction is initiated is fully responsible for all damage done to any Common Element by reason of the construction.

**3.1.6. Flooring replacement.** Consideration should be given to the sound transmission to the unit below when replacing the flooring material. Association should approve the material prior to installation.

#### **3.2. Space Heaters Limited; Heavy Machinery, Hazardous Material Prohibited**

No space heater or heavy machinery shall be installed in or operated on the premises by a owner/resident without prior written consent of the Board. Neither shall any flammable liquid, explosive or material deemed hazardous to health be permitted into the buildings (except for fueled vehicles or in an approved container).

#### **3.3. Air Conditioners**

No window air conditioning units are permitted. Portable air conditioners are permitted provided that they vent out a window. For any other type of air conditioner installation, prior written approval from the HOA Board is required.

#### **3.4. Construction which Penetrates Outer Building Walls Prohibited**

Construction which penetrates the outer wall of an Association building is prohibited without HOA Board approval.

### **3.5. Appropriate Use of Water Apparatus**

No water closet or other water apparatus shall be used for any purpose other than that for which it was constructed and intended. Accordingly, no sweepings, cat litter, rubbish, rags, paper, ashes or other foreign substance shall be thrown therein. Garbage disposals in each unit should be used carefully. Place any items such as egg shells, coffee grounds, celery, etc., in the waste basket for removal to the trash dumpsters. Refer to Declarations 5.6.

### **3.6. Insurance Coverage**

Every owner/resident is specifically responsible for maintaining property insurance coverage as specified in Declarations 9.3.

## **4. DECKS AND PATIOS**

### **4.1. Storage on Decks/Patios Excluded; Other Items Limited**

Decks/patios are Limited Common Elements. Each deck/patio shall be used only for the purpose intended and shall not be used for open storage or similar purpose. Accordingly, no item other than patio furniture, planters, an electric grill and flower containers may be stored on a deck/patio. No animal or bird feeder, except those for hummingbirds, is permitted on decks or patios.

### **4.2. Flammable Substances, Some Grills and Other Items Banned**

No gas, propane, charcoal or open-flame grill, gas heater, candle, or other flammable item shall be used on a deck, patio, or in any other area of the Community (without express prior written consent of the Board). Use of electric grills is permitted.

### **4.3. Snow Removal; Throwing Items from Decks**

An owner/resident is responsible for removing ice and snow from his/her deck/patio in a timely manner. No item except snow/ice shall be thrown, shaken or emptied from a deck by a owner/resident.

Owners/residents have permission to ask RMVE staff to remove snow/ice from the owner/resident's balcony/deck and to allow it to be done during normal working hours. RMVE Staff reserves the right to refuse. Suggested tip \$10 per deck or balcony per event.

### **4.4. Joint Responsibility for Maintenance of Deck**

In accordance with Declarations Exhibit D, the Association is responsible for painting the exterior trim and siding of the deck and for its structural integrity. The Unit owner is responsible for:

- a) Replacing the floor covering** of the deck (i.e., carpet) with a material prior written approval of the Board by the Association;
- b) Replacing the underlying moisture barrier** if needed (as determined by the Association) with a material also approved by the Association;
- c) Arranging for the Association to inspect** the integrity of the deck floor after the old covering is removed and before the new floor covering and moisture barrier is installed;

**d)For installing the new floor covering** and moisture barrier acceptable to the Association.

The Association will arrange for repairs to the floor deemed necessary by the Association before any portion of the new covering is installed. All of these actions, except the actual cost of the repair to the deck floor and the structural beams, shall be taken at the Owner's sole expense.

Failure of an owner to arrange for this inspection will cause the new covering and moisture barrier to be removed at the owner's expense and, after the integrity of the floor has passed inspection the new floor covering and moisture barrier to be re-installed, also at the owner's cost. The inspection for which this section provides is MANDATORY inasmuch as it relates to the health and safety of residents and preservation of Association property.

#### **4.5. Awnings, Exterior Window Shades, Etc.**

No exterior window shade, awning or window guard shall be installed except with the prior written approval of the Board. The Association should be consulted regarding approved styles and approved manufacturers of awnings.

#### **4.6. Planters Hung on Railings and other Outside Deck Decoration**

No item shall be hung from outside of a window or deck or placed on railings without prior written approval of the HOA Board, which shall strictly enforce safety standards. Each commercial hanging device placed on railings must be supplemented by at least one extra heavy plastic strap (i.e. zip tie), or other proper anchor.

#### **4.7. Holiday Decoration of Decks**

Holiday decorations will be allowed on patios and decks for 15 days before and 15 days after the holiday. No such decoration shall cause damage to the Limited Common Element. Lighting hours for decorations are 8 a.m. until 10 p.m.

#### **4.8. Display of Flags, Political Signs**

As provided by Colorado law, a resident may display the American flag on his/her deck. Flag size may not exceed 2 feet by 3 feet. The flag holder must be securely attached to the building. A military service flag, with a maximum dimension of 6 by 16 inches, may be displayed on the inside of a unit window or patio/balcony door.

A resident may display political signs on his/her deck or residence (including interior window) for a period not to exceed 45 days prior nor 7 days subsequent to the election to which the sign pertains. No such sign shall exceed 36 by 48 inches in size. The number is limited to one sign per political office subject to election in which Association residents may vote. See Declarations 7.14.

#### **4.9. Laundry Not to be Hung on Decks**

The hanging of laundry or garments on decks is not permitted.

#### **4.10. Maintenance and Replacement of Windows and Doors**

Each owner shall maintain and replace, as necessary, the exterior and interior doors of his/her unit and is responsible for cleaning the inside of and, as necessary, replacing all Unit windows. All replacements shall fully conform to existing items and must have prior written approval of the Board. Installation must meet all government and Association requirements.

#### **4.11. Satellite Dish and Antenna**

Satellite dish or antenna must be installed in accordance with manufacturer's recommendations and industry standards. Preferred location is on balcony/patio mounted on a tripod and must not extend beyond the balcony railing or patio edge. Satellite dish must be one meter or smaller. Owner/resident is responsible for any resulting damage to the common elements. See Declarations 7.7.

### **5. VEHICLES, PARKING, GARAGES AND CARPORTS**

#### **5.1. Assignment of Parking Spaces**

Refer to Declarations 7.10 for parking, vehicle restrictions, and requirements. Due to limited parking spaces within RMVE, each unit is entitled to one parking space. A unit with the exclusive right to use an assigned Limited Common Element parking space (i.e., garage or carport space) must park in that space. One unassigned parking space is available to each other unit that has neither a garage space nor a carport space on a first come, first served basis.

#### **5.2. Vehicles to be Properly Parked**

Each vehicle shall be parked in a manner that does not prevent or impede ready access to any other parking space or avenue of ingress or egress.

#### **5.3. Vehicles to be Maintained in Good Condition**

Each vehicle shall be maintained in good operating condition so as not to cause damage (i.e., as by leaking fluids etc.) to a garage or parking area. Studded snow tires cause damage to pavement on our driveway. To the extent feasible, the use of studded snow tires should be limited to the months of November through March to help reduce the Association's cost of resurfacing the driveway.

#### **5.4. Vehicles Which Are Inoperable or Do Not Bear Current License Plates**

A vehicle which does not bear a current license plate or is inoperable may only be parked in an assigned garage or carport space. Refer to Declarations 7.10.d.

#### **5.5. Motor Homes, Trailers, Boats, Trucks, Visually Unacceptable Vehicles Excluded From Parking Areas**

No parking space shall be used for the storage or parking of a motor home, trailer, boat, trailer, all terrain vehicle, off-road motorcycle, snowmobile, oversized vehicle, and/or commercial truck without the prior written approval of the Association. Neither shall any item (except a passenger-type vehicle) be stored or placed in an assigned parking space in the general garage or carport area except with prior written approval of the Board.

## **5.6. Vehicle Washing**

Washing of a vehicle is permitted only in the area designated at the west end of the Bergen carports.

## **5.7. Charging Batteries of Electric Vehicles**

Charging the electric battery of a vehicle at a source maintained and paid for by the Association is prohibited. Owners of electric Vehicles or vehicle battery chargers must secure prior written approval of the HOA Board to use Association electrical outlets and have purchased the appropriate charging device which monitors electric usage and be billed accordingly. No electric extension cords may be run across Common Elements to charge an electric vehicle battery without prior HOA Board approval. The Association will allow installation of an electric charging station for electric vehicles in accordance with Statute C.R.S. 38-33.3-106.8 (available on the RMVE website under governing documents, [www.rockymountainvillageestates.com](http://www.rockymountainvillageestates.com)).

## **5.8 Reallocation of Garage (with associated storage space), Carport Space, or Genesee Storage Cage (Lobby Floor)**

A reallocation of a limited common element parking assignment (Declarations Exhibit C) must comply with the statutory process found in C.R.S. 38-33.3-208 (See below). The owner/resident does not own the limited common element parking space but only the exclusive right to use the limited common element parking space. If a unit is sold, the parking space goes with the current unit assignment. RMVE Declarations Section 4.4 exempt the reassignment of limited common elements from requiring a full membership vote to amend the Exhibit C List in the Declarations as long as the transfer is completed with the consent of the affected owners.

### **CCIOA - CRS 38-33.3-208. Limited common elements.**

(1) Except for the limited common elements described in section **38-33.3-202 (1) (b) and (1) (d)**, the declaration shall specify to which unit or units each limited common element is allocated. That allocation may not be altered without the consent of the unit owners whose units are affected.

(2) Subject to any provisions of the declaration, a limited common element may be reallocated between or among units after compliance with the procedure set forth in this subsection (2). In order to reallocate limited common elements between or among units, the unit owners of those units, as the *applicants*, **must submit an application for approval of the proposed reallocation to the executive board, which application shall be executed by those unit owners and shall include:**

(a) the proposed form for an amendment to the declaration as may be necessary to show the reallocation of limited common elements between or among units;

(b) a deposit against attorney fees and costs which the association will incur in reviewing and effectuating the application, in an amount reasonably estimated by the executive board; and

(c) such other information as may be reasonably requested by the executive board. **No reallocation shall be effective without the approval of the executive board.** The reallocation shall be effectuated by an amendment signed by the association and by those unit owners between or among whose units the reallocation is made, which amendment shall be recorded as provided in section 38-33.3-217 (3). All costs and attorney fees incurred by the association as a result of the application shall be the sole obligation of the applicants.

## **5.9. Exterior Garage Doors to be Locked**

Except when in use for ingress/ egress each exterior garage door shall remain locked.

#### **5.10. Vehicle with “For Sale” Sign**

Without prior written consent of the Board, no vehicle in or on which a “For Sale” sign is posted shall be parked on the outdoor Community for a period exceeding thirty days.

#### **5.11. Vehicle Repairs Prohibited**

No maintenance, repairs, rebuilding, dismantling, repainting, or servicing of any kind of vehicle, trailer or boat, may be performed or conducted within the Community except as approved by the HOA Board. (Declarations, Section 7.10.f) Minor maintenance, i.e, filling windshield wiper reservoir, replacing wiper blades, replacing a burned out bulb, changing a tire, battery replacement, or professional service for windshield replacement, is acceptable.

### **6. STORAGE**

#### **6.1. Location/Entitlement to Units**

An owner resident who utilizes a garage parking space shall use the storage space adjacent to that parking space. A resident who does not use a garage parking space is entitled to use an assigned storage bin located in another area, excluding the lobby floor of the Genesee building. A resident possessing a storage cage on the lobby floor of Genesee retains the right to use [and/or transfer] such storage cage in addition to other storage to which [s]he is entitled under the terms of this paragraph. A resident may allow his/her storage space to be used by another resident but shall so notify the Association.

#### **6.2. User’s Identification**

A list of residential units and the corresponding storage unit numbers are available in the Manager's Office. Lockers in the workshop, exercise equipment and power tools should be labeled with the owner’s name or unit number.

#### **6.3. Security is Responsibility of Owner/User**

Each user is fully responsible for the security of his/her unit[s].

#### **6.4. Flammable and Hazardous Substances Banned**

No hazardous or flammable material shall be kept in a storage unit.

#### **6.5. Personal Items Stored in Common Elements Subject to Disposal**

Personal or abandoned items that are not marked with the owner’s name and/or personal items of previous owners/residents that are left in unlocked storage units or portions of the Common Elements are the owner’s sole responsibility, and may be removed after 30 days at the discretion of the Board provided that a notice of intent to remove has been posted for a period of two weeks on: a) the item; and, b) upon a bulletin board in the building in which such personal item or storage unit is located.

## **6.6. Sale or Similar Transfer**

In the event of sale or transfer, the transferor shall remove his/her property from the locked storage unit on or before the date of closing unless other prior arrangements have been made with the purchaser. Otherwise the property shall be deemed abandoned and is subject to disposal by the HOA Board. No liability shall attach to the Association for such action.

## **7. SECURITY SYSTEM**

### **7.1. Unauthorized Persons Banned From Building**

Unauthorized individuals shall not be admitted to either building.

### **7.2. Confidential Security Code Not to Be Disseminated**

The front entrance to each residential building is equipped with an intercom security system operated by a confidential security code. To protect the safety of all owners/residents and their property, no owner/resident shall distribute the code to any non-resident, except a person holding the person's power of attorney. The entry door code may be changed annually and all owner/renters notified by mail, e-mail, or phone.

### **7.3. Security Cameras**

Security cameras constantly monitor activity in entry, lobby and by the elevator and can be used when issues arise:

- a) **Images** are recorded to a DVR and then downloaded from DVR to computer hard drive;
- b) **Three months of data** is kept;
- c) **Data** is only reviewed when issues arise;
- d) **Audio** is only used to help clarify an issue or identify an individual involved in an issue;
- 3) **Manager** only has access to images but could be viewed by HOA Board or Police if needed

Residents should not put undue reliance on the safety the video provides. It is not monitored, only reviewed in case of an issue.

### **7.4. Maintenance and Repair of Security System**

Maintenance and repair of the security systems/cameras is the responsibility of the Association.

### **7.5. Exterior Doors to be Locked**

Exterior doors are to be kept closed and locked at all times.

## **8. REQUIREMENTS UPON SALE OF RESIDENTIAL UNIT**

### **8.1. Sale of Residential Unit**

#### **8.1.1. Seller's Obligation**

The Seller shall notify the Manager that his/her unit is under contract and that Seller has ascertained after a reasonable investigation that the proposed buyer meets all requirements imposed upon owners by the Declaration, i.e., that the resident is age 55 or older. Seller shall

also notify Manager in a timely manner of the closing date or, in the alternative, if the contract is cancelled.

**8. 1.2 Buyer's Obligations**

Within thirty days of closing, the buyer shall provide the Association with a photocopy of the signed deed or other document by which buyer acquired title.

**9. LEASE OF RESIDENTIAL UNIT AND/OR PARKING SPACE**

**9.1. Refer to Declarations, 7.2 and 7.3, Leasing and Occupancy.** www.rockymountainvillageestates.com. The lease of a unit includes the lease of any associated Limited Common Elements to include deck/patio, storage unit and assigned parking space.

**10. VIOLATIONS OF RULES AND REGULATIONS**

**10.1 Copy of Rules and Regulations to be Distributed to Every Owner and Resident**

Upon adoption, owner, resident and each nonresident owner shall be given a copy of these Rules and Regulations. Thereafter, each new owner and each new resident shall receive a copy upon acquiring title or residency privilege, as the case may be.

**10.2 Violations of Rules and Regulations**

For any Violations of Rules and Regulations by owners/residents see Covenant and Rules Enforcement Policy (current edition) and Declarations, Article 12.1 Compliance and Enforcement, by request to the Manager, or available on the website, www.rockymountainvillageestates.com Non-resident owners are deemed responsible for violations by tenants.

**11. Further Amendment**

As provided in the Declarations and the Bylaws of the Association, the HOA Board reserves the right to further amend and/or revise these rules and regulations as it, from time to time, deems to be in the best interest of the Association and the members thereof.

**APPENDIX A: EMERGENCY EVACUATION PROCEDURES AND SAFETY INFORMATION**

**APPENDIX B: COMMON ROOMS IN BERGEN AND GENESEE BUILDINGS**

**APPENDIX C: PASS KEY POLICY**

**APPENDIX D: GUEST SUITE POLICIES AND PROCEDURES**

**APPENDIX E: GENESEE WORKSHOP RULES**

Dated \_\_\_\_\_

President: \_\_\_\_\_

Secretary: \_\_\_\_\_

# APPENDIX A

## EMERGENCY PROCEDURES AND SAFETY INFORMATION

### EMERGENCY PROCEDURES

1. **LEAVE THE BUILDING QUICKLY** when a heat/smoke detector, manual pull station, or the sprinkler system flow switch activates the fire alarm system, and the fire alarm horns and strobes activate. **YOUR PRIMARY EXIT ROUTE WILL BE THE EXIT CLOSEST TO YOUR UNIT.** If you have a patio door, exit through that door.

2. **You must not use or wait for the elevator.** When emergency personnel arrive, they will disengage the elevator.

**Option #1: If you are physically frail or on oxygen, go to a stairwell and wait at the landing for the firefighters. The stairwells are safety areas protected from fire by their construction (to a large extent). If residents can move into these enclosures, they will be rescued more quickly by firefighters.**

**Option #2: Stay in your room, or go to your balcony. Take a light colored towel to wave and a cell phone, if you have one, to call 911.**

3. **Before you open your door CHECK** to see if it is hot by touching the door with the back of your hand. **If the door is hot**, take your phone and a towel, sweater, jacket, blanket, or something to wave and go to the balcony. Use the phone to call the Fire Department at 911 and tell them where you are, giving your address and unit number. Tell the Fire Department that your hallway door is hot and you are on the balcony.

4. **If your door is NOT hot**, open the door and check for smoke in the hallway. If there is smoke, go to your balcony. If there is no smoke, go to the nearest stairwell. When you reach an exit stairway, check the door. If it is hot, use another way out or go to your balcony. If the door is not hot, open it slowly and check for smoke. If there is smoke, use another exit. If there is no smoke, use the stairway and exit the building.

5. **The interior hallway doors will close**—they are on a magnetic release system. This door system establishes a compartment/enclosed area confining the heat or smoke. If you have to go through the closed fire doors to get to a stairway (Central sections, Phases II and IV), you should feel the door with the back of your hand to check for heat. If the door is hot, use the exit at the other end of the hall. If both doors are hot, return to your unit and go to your balcony.

6. **SMOKE kills more people than fire.** Heat and smoke rise. **Cover your nose and mouth and stay close to the floor to avoid smoke inhalation.**

7. **STAGING AREAS** are collection points where you can sign in and be accounted for. Once you have left the building, **go to the closest staging area and check in.**

**BERGEN** has two staging areas: the west end of the Bergen carport and the south side of the driveway between Bergen and Genesee.

**GENESEEE** also has two staging areas: the south side of the driveway between Bergen and Genesee and the grassy area/parking lot on the east side of the fence by King Soopers.

8. **DO NOT BLOCK EMERGENCY VEHICLES AND DO NOT LEAVE THE STAGING AREA** until the Fire Department gives an all-clear.

9. **DO NOT RE-ENTER** once you have exited the building, move away from the building and. **Always close any door(s) behind you when you leave the building.** Do not go to your car.

## **SAFETY INFORMATION**

1. Your unit is equipped with a **HEAT DETECTOR** that is wired directly into the security system. If you look closely, you will see a red light blinking at the base of the heat detector. If you do NOT see a blinking red light, notify the manager. In a fire emergency, the alarm monitoring company notifies the Evergreen Fire Protection District.
2. Your unit also has A **SMOKE DETECTOR** which is NOT wired into the alarm system. It may be hard-wired into the electrical system so it does not need batteries. It has a green light. This is usually in the hallway near the kitchen. Unit owners are responsible for smoke detectors that are not part of the building fire alarm/sprinkler system and for having a working carbon monoxide monitor.
3. Your unit also has two **NURSE PULL ALARMS**: one in the bathroom and one in the master bedroom. When the string is pulled, a call goes to the monitoring company who then contacts the paramedics. The alarm in the lobby sounds. DO NOT RESET the nurse pull yourself. The paramedics will re-set the nurse pull. The paramedics also reset the main system in the lobby. If you pull the alarm by mistake, call 800-662-2512 and notify them of a false alarm. You will need to provide your address.
4. A notice must be posted on your outside door if **OXYGEN EQUIPMENT** is in use in your unit.
5. The buildings are inspected every year by the Fire Department and Arapahoe Fire and Safety. There will be **UNANNOUNCED FIRE DRILLS**. Special fire prevention seminars are held once a year, courtesy of the Fire Department.
6. Carts and other **OBSTRUCTIONS** are NOT to be left in the hallways. Please help by keeping the hallways cleared; your unit clean and accessible; and by being familiar with exit routes.
7. There are **MANUAL FIRE ALARMS AND FIRE EXTINGUISHERS** on every floor and in the common room. Familiarize yourself with their location. If you see a fire, pull an alarm and call 911. The **fire alarm** sounds in the hallways and lobby but NOT in your unit. If the fire is in your unit, your smoke alarm should sound and you should call 911.
8. Both buildings are fully **PROTECTED BY SPRINKLERS**. This includes the halls, the common rooms and the units. The sprinklers activate in case of fire.

### **TAKE TIME TO FAMILIARIZE YOURSELF WITH ALL THE EXITS!**

There are emergency doors and sidewalks from each building:

- Front lobby of each building
- East end of Bergen and Genesee buildings
- Off the second floor main stairwell in Bergen
- Off the first floor main stairwell in Genesee
- Garage door exits
- Genesee has two exit doors (east and west) from the workshop/art studio on the first floor
- Off the west wing of the first floor of Bergen and Genesee building (these exits are not recommended, but may be used)

# APPENDIX B

## COMMON ROOMS IN BERGEN AND GENESEE BUILDINGS

AND

### RESERVATIONS AND USE OF COMMUNITY ROOMS (EVERGREEN AND MOUNTAINEER ROOMS)

#### 1. THE COMMON ROOMS WITHIN EACH BUILDING ARE:

**BERGEN:** Exercise Room, Billiard room, Workshop, Library, Game Room, and Evergreen Community Room

**GENESEE:** Exercise Room, Conference Room, Library, Workshop, Art Room, and Mountaineer Community Room

**These rules apply to those who use any Common room on a casual, non reserved basis or on a reserved basis (Social Rooms).**

**2. SMOKING, VAPING AND PETS:** Smoking, Vaping and Pets are not permitted.

**3. PARKING:** Guests are asked to park away from the front of the building so as not to inconvenience residents.

**4. SECURITY:** When non-residents are present for gatherings, the reserving owner/resident is responsible for security. **The entrance code should not be given out to non-residents.**

**5. The Common Rooms (other than the community rooms)** may be used on a first come basis. Please post an announcement on the entry door if the room is to be used on a reserved basis. **The user of any Common room will be expected to leave the room clean, including the kitchenette if used. The user is also to remove all trash to the dumpster and to restore all furniture to its original place. Lights and fans should be turned off. Any user who fails to clean the room after use shall be assessed cleaning charges at the rate of \$50/hour for the time spent by association personnel. The HOA Board grants the manager authority to determine when such cleaning is required.**

#### **6. EVERGREEN (BERGEN) AND MOUNTAINEER (GENESEE) COMMUNITY ROOMS**

A. The **Evergreen and Mountaineer rooms** are furnished and maintained as the “living rooms” for the residents, their immediate families and guests and are not available to the general public. They are used for in-house social gatherings, Board meetings, and scheduled activities for the residents.

B. Occasionally they can be reserved by individual residents for special personal events (reunions, birthdays, anniversaries, etc.). In the event of a scheduling conflict: ***First priority will be given to Association sponsored events. Second priority will be given to privately (individual resident) sponsored events. Third priority will be given to groups that do not fit into one of the first two categories.***

C. Except with express approval of the Board of Directors, the community rooms shall be used only between the hours of 8:00 am and 10:00 pm seven days a week. Prime Times shall be reserved exclusively for non-periodic gatherings sponsored by residents or their immediate families or friends. Periodic gatherings of groups would include those which meet at the same time daily, weekly, bi-weekly or monthly. Prime Times, which would be reserved for residents and their friends and families, shall be: Fridays 6:00 pm to 10:00 pm, Saturdays 11:30 am to 10:00 pm and Sundays 11:30 am to 10:00 pm.

D. The facility is not intended to be used by outside organizations. However, there are some exceptions:

- 1) Owners/residents that have a membership in a club or a civic group, not open to the general public, may request to use the room occasionally if several residents are members and no in-house activities are scheduled.
- 2) Owners/ residents must make all arrangements and host the event. The manager must approve the reservation.
- 3) Notices and agendas of outside groups may be posted on the back bulletin board.

E. If the owner/resident wishes to serve alcohol, he/she must provide proof of insurance either through the Homeowner's policy or a separate special event policy, naming the Association as an additional insured. If the owner/resident uses a third party vendor to provide the alcohol, the vendor must provide proof of insurance. An owner/resident may bring his/her own alcoholic beverage to an event for personal use. If there is abuse of the privilege, the Association may ask the resident to restrict their use. Appeals may be made to the Board of Directors.

F. Reservations are subject to the limitations noted above. Owners/Residents request use of the room by signing up on the appropriate form in the notebook in the Bergen Lobby Table or in the Genesee Common Room. The HOA Board should be consulted in the case of non-resident or large gatherings. Owners/Residents are urged to be considerate of others when making their reservations and in conducting their gatherings.

G. Reservations may be made for a period not to exceed eight (8) consecutive hours.

H. ***A \$100 deposit is required upon reservation. A check should be deposited in the manager's box in the lobby in the week prior to the reserved event.*** The deposit will be refunded if no damage is found after the room is used. Any owner not current on any fees due the association will not be allowed use of either room. Please remove your name from the reservation book if you decide to cancel your reservation.

I. **Unit owners will be held personally liable for cleaning and/or any damages to the room or to the building in general which results from their use.**

J. **The user of the community room will be expected to leave the room clean, including the kitchenette if used. The user is also to remove all trash to the dumpster and to restore all furniture to its original place. Lights, fans and the TV should be turned off. Any user who fails to clean the room after use shall be assessed cleaning charges at the rate of \$50/hour for the time spent by association personnel. The HOA Board grants the manager authority to determine when such cleaning is required. Outside parties must bring their own food, condiments and paper goods. Please do not leave food in the refrigerator.**

## **APPENDIX C**

### **RMVE Pass Key Policy**

To protect the right of privacy for all owners and residents, RMVE does not require the Association and/or management/staff to have access by a "pass" key to each unit. It is the **voluntary** decision of each owner/resident to provide a key to their unit. RMVE requires an absolute waiver be signed, by the owner, and if the owner rents the unit, the resident, which will detail any limitations or circumstances for permission for access to the unit. The waiver will relieve and hold harmless RMVE from any liability for any damage or injury within the unit.

By signing the WAIVER of responsibility / legal consent, the owner understands that he/ she agree on behalf of themselves, their estate, their heirs, representatives and assign, not to sue or seek other legal actions against RMVE, its Directors, officers, employees, agents, assigns, legal representative and successors.

**RMVE recommends that owners/residents, turn off the water in their unit before departing for an extended absence or vacation.**

#### **Rocky Mountain Village Estates**

#### **Permission and Waiver of Liability**

This release of liability is executed on \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ (name), who owns / resides at \_\_\_\_\_ Rocky Village Dr., Unit \_\_\_\_\_, Evergreen, CO 80439.

Refer to RMVE Declarations, 2.4, Easements for the Association and Owners; 2.5, Easement of Encroachments; and 5.6 Failure to Maintain for details.

\_\_\_\_\_**Yes**, RMVE may have a pass key to my unit for the purpose of performing those items outlined in RMVE Declarations. I also give permission for RMVE to access my unit for any other requests for service made by me in writing.

I \_\_\_\_\_, the Unit owner, have the required insurance (RMVE Declarations 9.3 and release RMVE from any causes of action, claims and demands for or by reason of any damage, loss or injury to person and property which has been or may be sustained as a consequence of this permission.

\_\_\_\_\_ **Unit Owner**

## APPENDIX D

(revised 3/15/23)

### ROCKY MOUNTAIN VILLAGE ESTATES

#### Guest Suite Policies and Procedures

##### 1. USE

Only RMVE Owners and RMVE Residents may book an RMVE Guest Suite, and only for their personal guest(s) for a nightly fee set by the Board of Directors. The Guest Suites are strictly limited to overnight sleeping, for a maximum of four (4) guests per Suite at any one time. No pets are allowed in the RMVE Guest Suites.

##### 2. BOOKING

An Owner or Resident may book an RMVE Guest Suite only once in a six (6) month period. The same guest or member of the same guest's party may stay in an RMVE Guest Suite only once in a six (6) month period.

The maximum length of stay in an RMVE Guest Suite is seven (7) days, including only one set of weekend nights. Friday night is considered a weekend night.

##### 3. RESERVATIONS

Reservations will be accepted on a first come basis determined by the day and time received by the Facilities Manager. Reservations should be made as follows:

- 1) Fill out a request form, found in the front of the reservations book in the lobby.
- 2) The request form and a check for YOUR ENTIRE STAY'S FEE to hold the reservation should be given to the Facilities Manager.
- 3) **Please be aware that you do not have a reservation until the form and the check have been received and you receive a Confirmation Slip.**

##### 4. PAYMENT AND CONFIRMATION

Your request will be confirmed when a reservation form and payment is received. Make your check payable to "Rocky Mountain Village Estates" or "RMVE". On the memo line of the check please write the date(s) of your reservation. The reservation check will be held until after the Suite has been used. If there are changes to the reservation dates, payment adjustments will be made as soon as is practical.

##### 5. CANCELLATION

If a reservation is cancelled four (4) weeks or more before the reservation dates, the deposit will be refunded in full. If a cancellation is after that, the deposit will be forfeited. An exemption for an emergency cancellation may be considered at the Board's discretion.

## **6. SUITE ACCESS**

The key to the Guest Suite will be placed in the in-house box of the person reserving the suite by 3:00 p.m. on the first reserved day. The “occupied” sign should be placed on the front door and should remain there until guests depart. When departing, the key is to be left in the Suite and Guest Suite door locked.

## **7. ARRIVAL & DEPARTURE**

**Arrival time is after 3:00 p.m.**

**Departure time is 10:00 a.m.**

In case of a late departure, the Owner or Resident who booked the RMVE Guest Suite may be charged for an additional night’s stay if the Suite has not been booked for the same day. If the Suite is booked for the same day, the Owner or Resident who booked the RMVE Guest Suite will be charged an additional night’s stay for a late departure.

## **8. DAMAGE**

The Owner or Resident who booked the RMVE Guest Suite shall be responsible for any damage incurred through negligence and will be billed for costs for anything over and above normal use. The RMVE Maintenance Team will clean up the Suite and the Facilities Manager will evaluate the condition of the Suite after each use.

Remember, this is not a hotel and there are no hotel-type services provided with the RMVE Guest Suite during your stay: no daily cleaning, no daily change of linens, no toiletries, no room service, no concierge service, no landline telephone, and no internet.

## **9. SMOKING**

Rocky Mountain Village Estates is a **NON-SMOKING COMMUNITY**. No smoking anything is allowed on RMVE property, period. No cigarettes, no cigars, no pipes, no pot, no vaping, no nothing! If you violate this policy, you will forfeit your stay in the RMVE Guest Suite.

## **10. EXEMPTIONS**

Exemptions to these Rocky Mountain Village Estates Guest Suite Policies and Procedures as necessary at the discretion of the RMVE Board of Directors.

**FYI** – The current nightly rate as of 3/15/23 is \$65 per night.

## APPENDIX E

### GENESEE WORKSHOP RULES

1. ALL Rocky Mountain Village Estates (RMVE) residents are allowed to use this workshop and its donated tools as long as the tools do not leave the Association property.

**2. Use all tools and Power Tools at your own risk**

RMVE HOA and its owners take no responsibility for injuries or accidents. Tools are to be used in accordance with manufacturers' recommendations.

**3. Non-RMVE residents/owners and contractors are not allowed in this workshop under any circumstances.**

**4. Do Not Loan any workshop tools to a friend, contractor or non-RMVE residents/owners under any circumstances.**

**5. Immediately return** borrowed tools to the shop and place them in their original storage place.

**6. CLEAN UP YOUR MESS** --- Be respectful of others.

7. If you need any power tool help, or any help or instruction, please contact a member of the Workshop Club as posted on the Workshop Door. If you have tools or materials to contribute, please contact a Workshop Club member.