

~~Crystal at the Village Homeowners Association~~  
~~Rules & Regulations~~

THE AMENDED AND RESTATED RULES & REGULATIONS  
OF  
CRYSTAL AT THE VILLAGE HOMEOWNERS' ASSOCIATION

These Amended and Restated Rules & Regulations (these "Rules & Regulations") are adopted by Crystal at the Village Homeowners' Association, a Colorado nonprofit corporation (the "Association") and shall supersede and replace the Association Rules & Regulations dated February 25, 2014.

The Association is a Colorado nonprofit corporation and is the owners association for a Colorado common interest community (the "Project") established pursuant to the original Condominium Declaration recorded December 29, 1989 in Book 461 at page 264, Reception No. 262912, as amended and restated (the "Declaration"), and the Map of Crystal at the Village, a Condominium, Telluride Mountain Village, Filing 1, recorded December 29, 1989 in Plat Book 1 at page 982, Reception No. 262933, as amended.

1. ~~Parking Restrictions.~~ The following rules and regulations shall govern vehicular parking within the ~~CRYSTAL AT THE VILLAGE condominium project~~Project.

~~1. Parking Restrictions.~~

~~1.1a.~~ Scope of Restrictions. Parking of vehicles in or on that certain private access drive located within the Project as it is currently constructed (the "Access Drive"), shall be limited to the ~~Crystal at the Village Homeowners' Association's (the "Association")~~ members (the "Members"), their guests, and in certain cases, Member's contractors, all as set forth herein (collectively, the "Parking Restrictions"). For purposes of clarification, the western boundary of the Access Drive is equivalent to the western boundary of that certain Access Easement more particularly described on the Third Supplemental Map of the Association recorded on December 19, 1996 in the San Miguel County Clerk and Recorder's Office at Reception Number 309551.

~~1.2b.~~ Parking for Members and their Guests. Except as set forth herein, there shall be no parking in or on the Access Drive other than what is shown on the attached map. Notwithstanding the general proscription against parking in or on the Access Drive, a Member and its guests may park vehicles on the Access Drive in front of the parking garage allocated to the Member's Project condominium unit (a "Unit"). In no event shall any parking otherwise allowed by this paragraph (i) impede access to and from any Unit, Project stairway or trash container; or (ii) otherwise prevent vehicular passage along the Access Drive, including, without limitation, Member, emergency and other service vehicular passage.

~~1.3c.~~ Parking for Members' Contractors. A Contractor invited by a Member to the Project will not (i) impede access to and from any Unit, Project stairway or trash container; or (ii) otherwise prevent vehicular passage along the Access Drive, including, without limitation, Member, emergency and other service vehicular passage.

~~2d.~~ Signage for Parking Restrictions. Subject to approval by the Association ~~Design Review Board of Directors (the "Board")~~ and the Town of Mountain Village ~~Design Review Board, the Board of Directors of,~~ the Association (~~the "Board"~~) may cause the erection of as many signs within the ~~Common Area~~Project common area of such a nature and in such a location as the Board deems necessary and/or appropriate to provide notice of the Parking Restrictions and the enforcement mechanisms set forth in more detail below.

### ~~3. Enforcement of Parking Restrictions.~~

~~3.1 Parking Manager. The Board shall appoint a person or an entity to act as "Parking Manager", which Parking Manager shall have full authority to enforce the Parking Restrictions and take all actions necessary to otherwise implement these Rules and Regulations. The Parking Manager may be, but need not be, a Member.~~

~~3.2e.~~ Violation/Right to Tow. In the event of any violation of the Parking Restrictions, these Rules ~~and~~ Regulations, or any provision of the Declaration, Articles, Bylaws or ~~other governing document~~Responsible Governance Policies of the Association (collectively, the "Governing Documents") concerning vehicle parking (collectively, a "Violation"), then, in addition to all rights and remedies that the Association may otherwise have, the Association may take action as set forth in the Association Responsible Governance Policy / Enforcement of Covenants and Rules. In addition, the Association may, through the Board or the Parking Manager, have the "Offending Vehicle" towed from the Project. The owner(s) of the Offending Vehicle shall be jointly and severally liable for all expenses, costs and fees incurred by the Association in any way related to such towing and subsequent storage of the Offending Vehicle (the "Offending Vehicle Charges"). In the event the owner(s) of the Offending Vehicle is a Member, then the Offending Vehicle Charges not otherwise repaid by such Member upon demand from the Association shall (i) constitute a personal obligation of such Member; (ii) be assessed against such Member's Unit pursuant to the Governing Documents; and (iii) constitute a lien on such Member's Unit pursuant to the Governing Documents, including, without limitation, paragraph 24 of the Declaration. The owner(s) of the Offending Vehicle shall also hold the Parking Manager, Association, Association officers and Board members harmless from and against any claims, damages, causes of action and/or losses of any kind arising out of or in any way related to such towing and subsequent storage of the Offending Vehicle.

~~2. Animals.~~ The following rules and regulations shall govern animals within the CRYSTAL AT THE VILLAGE~~condominium project~~Project.

### ~~4. Animals~~

~~4.1a.~~ The only animals allowed within the Crystal HOA~~Project~~ are dogs~~and,~~ cats or other reasonable pets.

### ~~5. Dogs~~

~~5.1b.~~ Dog waste on, and dogs unattended within, the Association's common areas (all areas outside each homeowner's Unit condominium unit including deck and porch)) are prohibited. Any homeowner who is found to be responsible for: (i) dog waste (whether from their own dogs or those of their guest, renters or other occupants) not being removed from the Association's common area; or (ii) dogs unattended by a responsible adult eighteen (18) years or older within the Association's common areas will be ~~fined \$500.00 plus, subject to fines and other enforcement action as set forth in the Association Enforcement Policy, and~~ in the case of dog waste, the cost of ~~3<sup>rd</sup>-third-~~party removal of same, ~~payable to the HOA.~~ An unattended dog means a dog that is not leashed. All dogs must be leashed with a leash no longer than ten feet (10'). The leash must be held by an adult eighteen (18) years or older. Dogs may not be tied up outside.

~~5.2c.~~ The definition of "found to be responsible" means verifiable evidence provided by ~~at least two~~ responsible ~~complainants~~complainant as to the homeowner responsible for the dog waste or for a dog being unattended by a responsible adult eighteen (18) years or older ("Responsible ~~Complaints~~Complaint"). The complaining ~~parties~~party must notify the president of the Association of ~~the~~the complaint in writing (eE-mails are acceptable). The ~~president will thereafter notify the homeowner by e-mail after receipt of~~Association Board may then take action as set forth in the first complaint.

~~5.3~~ ~~Once the president has received a second complaint by the same or other~~Association Responsible Complainant within a thirty 30 day period, the president will notify the homeowner by emailGovernance Policy / Enforcement of Covenants and demand payment of the fine and the cost of dog waste removal, if applicable. If the homeowner doesRules. As stated in the Association policy, the Owner is entitled to a fair hearing. Appropriate evidence may include but not make the payment promptly (within 30 days) the president will forward the complaint to the HOA attorney for collection and/or lien processing. The responsible homeowner will also be responsible for attorney fees associated with the complaintbe limited to testimony as well as photographs or videos.

6d. Barking or aggressive dogs shall not be permitted. A nuisance shall be defined as continuous barking that lasts longer than one (1) minute, and aggression shall be defined as an unattended dog approaching and barking or growling at a person or leashed dog.

### 3. Trash & Recyclables

~~6.1a.~~ All trash and recyclables shall be deposited in trash/recyclables receptacles located within the boiler room (trash area) located east of unit 22 garage.

~~6.2b.~~ Only ordinary household trash and recyclables shall be deposited in the trash area. Christmas trees, electronics, appliances and other such items are to be disposed of per the Town of Mountain Village ordinances and not in the Crystal HOA Association trash area.

~~6.3c.~~ No personal items are to be stored in the trash area or the boiler room area.

6.4d. Any ~~owner~~ Owner, or guest or occupant of such Owner's Unit found to be responsible for violating the above will ~~be subject~~ the Unit Owner to a ~~fine of \$100.00~~ fines and other enforcement action as set forth in the Association Responsible Governance Policy / Enforcement of Covenants and Rules, plus the cost of removal of the non-ordinary items.

ADOPTED Certification:

These Amended and Restated Rules & Regulations were duly adopted by the ~~Crystal~~ Association Board of Directors after notice to and the opportunity to comment by all of the Members.

IN WITNESS WHEREOF, the Association has duly executed these Amended and Restated Rules & Regulations on 2/25/2014 the date set forth below.

ATTEST: \_\_\_\_\_  
Secretary STATE OF \_\_\_\_\_ )  
\_\_\_\_\_ ) ss.  
COUNTY OF \_\_\_\_\_ )

Crystal at the Village Homeowners' Association, a Colorado nonprofit corporation

By: \_\_\_\_\_  
Barton Prideaux, President

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Barton Prideaux, President, Crystal at the Village Homeowners' Association, a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_  
Notary Public