

**TELLURIDE LODGE
HOMEOWNERS' ASSOCIATION
RENOVATION GUIDELINES**

March 03, 2008

Owners are reminded that no work (including demolition) may begin without written approval of the project from the Telluride Lodge Homeowners' Association Board and all necessary town approvals. No exceptions.

This document supersedes Telluride Lodge Homeowners' Association (HOA) Renovation Guidelines dated September 15, 1996; July 17, 1998; July 11, 2001, May 7, 2003 and Aug.4.2004.

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1. **BACKGROUND AND PHILOSOPHY**

There is a long history of changes being made to units in the Telluride Lodge with and without Telluride Lodge Homeowners Association (HOA) Board approval, building permits, and other relevant reviews. From the beginning, many owners expanded their units into common space, with and without the knowledge of the Board. Over the years the Board has developed procedures and guidelines to insure that all renovation projects enhance the Telluride Lodge.

On September 15, 1994, The Telluride Lodge Homeowners Association Board of Directors (the Board) approved a statement of background and philosophy as guidance that is the basis for all subsequent versions of the Telluride Lodge Homeowners Association Renovation Guidelines. The philosophy and guidelines were developed in response to the recognition that Telluride Lodge is a unique condominium project where individual owners have the opportunity to make modifications to the exterior of the building, and can make modifications that require protrusions through the exterior of the building for the benefit of an individual owner. Other modifications have taken place within the existing walls.

This philosophy enables individual owners to enhance their property, and potentially the entire complex at personal expense. The one limitation is that the interests of the individual owner may not supercede the interests of the community of owners. Some proposals including skylights, expanding or enclosing decks, or adding balconies would be quite attractive in a private home, but would be inconsistent in a condominium complex and inappropriate unless all owners made identical changes to their units.

In contrast, prior to the establishment of guidelines, changes such as enclosure of small upper balconies, and pushing out of windows to be flush with outside walls were approved because it would be unfair to deny some owners the right to make changes when a large number of owners have already made such changes.

With this history of change, the 1994 Board developed the first set of guidelines to provide guidance, structure, fairness and order to the renovation process, and to evaluate proposals in the context of a “uniform look” when walking around and viewing other units. These guidelines have evolved over time, and Boards have approved revisions in 1996, 1998, 2001, 2003 and 2004 based upon the original philosophy in the context of a changing environment including the increased value of

property, Historic Architectural Review Commission (HARC) review, and modern building codes.

Any change that occupies land that was once general common property (all land outside the footings of the original building) is a “taking of property” owned by all owners. The 1994 Board stated that it believed that the “taking” by enclosing balconies which were limited common areas, and pushing room walls to occupy space previously under a balcony is a minor taking that all owners can be compensated for by higher dues to the Association based on the increased space. Some changes are expected to become standards for others wishing to make similar improvements. Where owners are encroaching into limited or general common areas, such limited or common areas being so located that they could not be reasonably enjoyed by other owners, a stipulation will be recorded noting that the owner will pay increased dues based on such occupancy and usage, thus compensating other owners through dues and assessment reallocation. Such stipulations are recorded against the unit for knowledge of future buyers of such units.

Renovation is viewed as a privilege rather than a right. As a means to reduce construction inconvenience to owners, the Board will specify the details required in an application, and maintain the option to limit the number of concurrent projects. The Board also recognizes that some projects may improve upon the original pre-building code structure, and the Board may even encourage owners to make some changes consistent with these guidelines. In considering project proposals, the Board believes that effort should be made to improve property and its value, while balancing inconvenience to other owners. As a result, the guidelines include expectations related to compliance with building codes, insurance, work hours, storage of materials, clean up, and maximum times for project completion. Fees and fines will be established as necessary in the form of rules to assure compliance, however, under extraordinary circumstances the Board reserves the right to revoke permission to continue work and/or for the renovation in its entirety.

It is the Board’s opinion that a uniform look is desirable and this is reflected in the renovation guidelines. However recognizing the inherent variation of units, proposals will be reviewed on a case by case basis based upon enhancement to the value of the Telluride Lodge, utility, consistency, privacy and precedents. In approving projects, the Board also recognizes that there are considerations beyond those of the Town Building Department, construction skills of individual owners or their contractors. Approved work must be completed to the satisfaction of the Board, and if necessary, problems may need to be remedied or work done over to the satisfaction of the Board. The Board recognizes that the lack of

uniformity in original construction of the Lodge, expectations of the Building Department or other reasons may require changes in the original plans submitted and approved by the Board. If modifications to originally approved plans are necessary, they must be submitted to the Board for approval. While the Board wishes to minimize imposition on individual owners, we recognize that some projects may exceed the board members' technical capacity in the area of construction and renovation. As a consequence, the Board reserves the right to employ appropriate additional fees for uses including employment of qualified outside authorities to review aspects of the planned changes, and inspection of such work during its progress and at completion.

Finally, the Board believes that granting of permission to an owner to modify the exterior walls of the Lodge, and/or to expand their internal space in a way that increases capacity of units in a way that impacts common expenses (sewer, water, hallway traffic, etc.) is a significant privilege. For that privilege owners pay square footage dues for expanding space within the unit's original volume, or for enclosing general or limited common space.

In an effort to maximize the beauty and value of each condominium and to balance this with the common interest and rights inherent in a condominium association the Board must have oversight of renovation. Based upon this philosophy, the following renovation guidelines are set forth to detail the process for submission, review, and implementation of proposed projects by individual owners.

2. PROCEDURES FOR RENOVATION OF UNIT

- 2.1. Review and Understand the Renovation Guidelines. Before starting any plans for renovation of a unit, owners and/or the owner's agent shall read the "Renovation Guidelines". If after reviewing the guidelines you have additional questions, discuss your questions with a member of the Board. The HOA office can provide you with the names and numbers for the Board members who can answer your questions.
- 2.2. Approvals Take Time. Allow adequate time for Board to review your proposal and schedule. Also allow adequate time for design, town and other approvals. The Board tries to meet once a month to approve projects. The Board will try to act promptly on project proposals, but the nature of a volunteer Board does not allow for instant approvals. Major renovation (attic or basement) must start either in early spring or fall. Please contact the Board on start. Finally, the Board reserves the right to limit the number of units being renovated at any one time. Priority will be according to date of request, but some projects may be delayed.
- 2.3. Preliminary Review. The Board strongly suggests that owners submit an item-by-item proposal or conceptual drawing to the Board for *preliminary* approval. This will help owners avoid incurring expenses for an item or project that might not meet architectural guidelines and/or not be approved by the Board for another reason.
- 2.4. Documents/Actions Required for Approval By Board. Owners and/or the owner's agent must submit the following documents/information to the Board for review, prior to final approval of a project. No work shall begin until the HOA Manager has the following: all required permits and approvals, proof of insurance and surety bond, and payment of all fees.
 - 2.4.1. The Board must review and approve the following documents.
 - 2.4.1.1. Architectural quality drawings of the proposed project.
 - 2.4.1.2. Engineered / Stamped Blueprints, stamped by an engineer licensed in the State of Colorado.

2.4.1.3. Project plan and timeline

2.4.2. The owner must obtain the following from the Town of Telluride.

2.4.2.1. HARC approvals, if applicable.

2.4.2.2. Building permits(s) from the Town of Telluride for demolition, electrical, plumbing, building and any other permits required by the Town or County at the time of the project.

2.4.3. Payment of appropriate construction fees and infrastructure damage deposits to the HOA. See Section 5, Fees and Policies.

2.4.4. Provide a surety bond with the Telluride HOA as beneficiary. See Section 5.

2.4.5. Upon receipt of all appropriate approvals from the town and county, proof of required insurance and/or bonds and the receipt of applicable HOA fees, the HOA will issue a letter indicating that the project has approval to proceed from the HOA

2.5. Proof of Insurance: Prior to doing any work each contractor must provide proof of insurance. (Builders Risk & Liability) It is the owner's responsibility to provide the HOA Manager with Certificates of Insurance. All contractors must carry a minimum policy of \$1,000,000. More may be required for more complex projects.

2.6. Renovation Fees. The Board has established a fee schedule for projects depending on the project size. The "construction fee" is to cover the extra time projects require by HOA staff. An additional fee is an "infrastructure damage deposit". If there is no damage to the grounds, hallways, etc., the damage deposit will be returned at project completion. If the owner and/or his contractor do not repair the damage, the damage deposit will be used to make necessary repairs. If repair costs exceed the damage deposit, the owner will be billed for the additional expense. (See Section V, Fees and Policies)

2.7. Contractor Rules. Each owner and all owner's agents and

contractors must sign a copy of the Contractor Guidelines and provide the signed documents to the HOA Manager prior to commencing any work. A copy of the rules can be found in the Appendix . These rules address such issues as when contractors can work, leaving hallways clean each evening, etc. The Board will assess fines for each infraction, if the rules are not followed. Owners are responsible for the actions of their contractors.

- 2.8. Work Preview. Prior to the actual start of each project the owner and contractor shall meet with the Maintenance Manager and a member of the Board. The purpose of this meeting is to discuss work requirements, review construction rules and regulations, and to determine the infrastructure damage deposit based on the common areas to be impacted. At the meeting a “construction corridor” will be determined, the dumpster and/or construction trailer location(s) will be identified, and utility placement noted.
- 2.9. Changes After Approval. Any changes to the project after the Board’s approval must be submitted to the Board. Changes should be discussed with the Maintenance Manager. The Maintenance Manager will propose the change request to the Board, which may, at its discretion, require new drawings, permits, etc. The Maintenance Manager can provide guidance to the owner or his agent, but *cannot approve* changes without formal agreement by the Board.
- 2.10. Project Completion Review. Before a Certificate of Occupancy can be requested from the Town of Telluride, a representative from the Board and the Maintenance Manager will inspect the common areas. The owner and/or contractor must address any damage to the grounds, hallways, and/or adjoining units. At this time, the Board will assess and deduct damage fees from the owner’s infrastructure damage deposit.
- 2.11. Final Board Approval. The owner agrees that the Board must sign off on final review/completion of the project prior to the owner or owner’s agent seeking a Certificate of Occupancy.
- 2.12. Time Limits. Projects, which are not completed within the allowed time, will be subject to penalty fines. Establishing the length of time needed to complete the project is part of the approval process. The Board believes that most projects can and should be completed in nine months or less. Exterior work such as windows, exterior doors, or walls facing common areas must be completed within four and one half months.

2.13. Contact Information. The following will be on file at all times and prior to the projects inception.

2.13.1. Unit owner's name, address, telephone (primary and emergency)

2.13.2. Primary contactor's name, company name, address, telephone (primary and emergency)

2.13.3. Contact information for any additional contractors and/or sub-contractors.

2.13.3.1. Plumber

2.13.3.2. Electricians

2.13.3.3. Architect

2.13.3.4. Engineer

3. RESPONSIBILITIES

- 3.1. Owner's Responsibilities. The owner (heirs or assigns) is responsible for the following.
 - 3.1.1. Building Permits and Building Code. For any work, all required permits, fees and inspections must be issued, paid for and performed by the owner. If any question ever arises in this regard, the owner is responsible for any charges that ensue. Owners should contact the Town of Telluride Building Department for information on permits that may be required.
 - 3.1.2. Correction of any Adverse Consequences from Work. Any adverse consequences resulting from structural, plumbing or electrical work completed by the owner or the owner's contractor(s) will be borne by the owner, heirs or assigns. We wish to emphasize that all work must be inspected by the Town of Telluride Building Department, and its designees.
 - 3.1.3. Conform to Board Guidelines With approval by the Board, owners of units adjacent to attic, basement crawl space, or space enclosed by the roofing project may use these spaces for living or storage purposes provided they conform to the current guidelines. Failure to do so may result in Board action, including the requirement to vacate the space or convert it back to its original configuration at the owner's expense, subject to lien and foreclosure.
 - 3.1.4. Pay Additional Dues. When an owner expands the amount of space (living or storage) within a unit, the owner will pay the additional monthly assessment for such living space based upon the increased square footage. The owner agrees to accept all liabilities, and responsibility for square footage involved. Owners who expand shall pay dues at the standard prorated, per square foot rate established by the Board.
 - 3.1.5. Recovery of HOA Expenses. Expenses incurred by the Homeowners' Association as a result of an individual owner's expansion will be the individual owner's responsibility and will be billed accordingly by the HOA

3.1.6. Maintenance of Structural Changes. If any alterations are made to the structural elements of a unit, the owner and all future owners are or will be responsible for the integrity of any wall or other structural element so affected.

3.1.6.1. The owner will be responsible for the maintenance of the expanded space. The HOA will not be responsible for any damage to property in the expanded space. Owners must have adequate insurance to cover potential problems.

3.1.6.2. Owners are responsible for the maintenance of any new egress (window, door, and stairs). The HOA will not be responsible for cleaning/removing snow, ice, or other obstructions that affect the new egress.

3.1.6.3.

3.1.7. Sound Proofing. If a common element is disturbed, the owner is responsible to upgrade the sound proofing in the wall to current standards as described in the Appendix.

3.1.8. Adverse Consequences of Renovation. The owner must agree to hold the Board and HOA harmless for unforeseen consequences that may arise from the construction and structural modifications.

3.1.9. Single Unit. The owner (heirs or assigns) warrants that the renovation is being done to create single residence.

3.1.9.1. Expanded units may not be subdivided. No new units may be added, nor may existing units be subdivided. [Exception, units which originally had two hall entry doors may be divided into two separate units.]

3.1.9.2. The expanded unit will continue to function as a single residence. It may not be divided for any other purpose.

3.1.9.3. An owner may not seek to obtain a unique address for his unit.

3.1.9.4. The owner will not install a second kitchen.

3.1.9.5. The owner will not separate the unit and reside in one portion while renting the other as a separate unit.

3.1.9.6. The owner will not separate utilities for the expanded space from the existing unit.

3.2. Rights of the HOA Board.

3.2.1. The Board of Directors may limit and/or discontinue considering alterations in the event it finds that expansions or alterations adversely affects the Association, i.e., paring density, facility overcrowding or excessive wear.

3.2.2. The Board may stop any project that has not been approved and/or does not conform to the guidelines in this document.

3.2.3. The Board may require an owner who has built non-conforming elements without express permission by the Board to return the property to its preconstruction state.

3.2.4. The interests of the individual owner may not supersede the interests of the community of owners. Rules regarding construction will be vigorously enforced. Additionally, to minimize the effect of construction on other homeowners, the Board may limit the number of active projects that occur at any one time. Limits may be placed on the number of overall projects, the number of projects per “spine”, and the number of projects which affect both the interior and/or exterior of the buildings and/or the grounds.

4. **GUIDELINES FOR ALLOWED ALTERATIONS AND EXPANSIONS**

- 4.1. Decks. The following changes to the decks are not permitted.
 - 4.1.1. Owners may not alter the size of any deck
 - 4.1.2. Decks may not be extended for living space by enclosing any portion of the top of the deck.
 - 4.1.3. Awnings are not permitted.
 - 4.1.4. No additional decks will be permitted.
- 4.2. Deck Stairs. Stairs off of decks will be permitted. The stairs must be as discrete as possible and conform to existing designs. As with all projects Board approval prior to construction of any deck stairs is required.
- 4.3. Fences. Fences at the entrance to an alcove are allowed, however fenced areas remain common areas. Fences conforming to the existing designs may be installed with the approval of the Board and consent of neighboring units. Areas behind fences should be maintained in a sanitary fashion and may not be used for storage. The rights to maintain a fence are not perpetual. If a unit is sold, the fence must be approved by both the then existing neighbors and the Board.
- 4.4. Exterior Walls. The expansion of living space of an individual condominium shall be such that the new wall is flush with the existing exterior wall.
- 4.5. Expansion into Attic or Basement. Where feasible, upper units may expand into the attic space directly over their unit and lower units may expand into the crawl space directly below their unit including the deck. All renovation that expands into either the attic or basement must be resurveyed upon completion and the TL map is amended per the requirements of the Town of Telluride and recorded.
- 4.6. Egress from Lower Units. A window is the preferred method of emergency egress from lower unit additions.
- 4.7. Doors. No new residential entry doors may be added to any hallway. All hallway doors must match the doors currently installed.

- 4.8. Vents. The Board must approve locations for vents for gas fireplaces, dryers, etc. The location of vents should be consistent with existing vents and/or hidden from view.
- 4.9. Exterior Siding. Siding and trim boards that are replaced due to any exterior changes must match workmanship, style and finish of the Telluride Lodge.
- 4.10. Mechanicals. Most remodels or renovations must relocate the mechanicals (furnace, water heater). As a component of renovation, mechanicals must be contained within the footprint of the renovated unit. Exceptions to this are minor remodels that do not change the basic layout of the unit's utilities
- 4.10.1. If as a result of subdivision or other event, mechanicals for an upper unit were placed in a lower unit's crawl space or vice versa, and this was done as a result of original construction, a new owner buys his or her unit subject to the actions taken by the previous owner and/or the Board.
- 4.10.2. No owner may remove another unit's existing mechanicals without the written agreement of the other unit's owner.
- 4.11. Windows. Windows that are changed or added must meet the overall design character of the Telluride Lodge and be approved by the Board. The future maintenance of any window which is altered, moved, replaced or added is the responsibility of the owner.
- 4.11.1. New windows must be dark brown clad and trimmed similar to the original windows.
- 4.11.2. New windows must align vertically and horizontally with the existing windows
- 4.11.3. Skylights or any other window changes that compromise the roofline will not be permitted.
- 4.11.4. New windows must take into account the privacy of adjacent owners. North facing windows are not permitted.

4.11.5. Any windows that are insulated and dry-walled in from the inside will require removal and proper siding to blend in on the exterior wall.

- 4.12. Soundproofing. In exchange for the privilege of renovation, owners may be required to address acoustical problems by upgrading soundproofing between common partitions (walls, ceilings and/or floors between adjacent units) as part of the proposal. This may be required even though the interior wall may have no role in the renovation requested. HOA standards for soundproofing can be found in the Appendix of this document. The Board will consider alternative soundproofing methods which will achieve equal or better noise reduction.
- 4.13. Sprinkler system. Upon approving a major renovation the plans must include tying into the main fire sprinkler system and a fire sprinkler system be install through out the unit per code.
- 4.14. Projects Not Requiring Board Approval. It should be noted that some projects do not require Board approval. Owners should check with the Board or HOA Manager to determine whether or not a project requires Board approval

4.14.1. Projects that typically would not require Board approval are those that are short term (less than a week), do not effect the structure of the Lodge, are “cosmetic” in nature and do not require a building permit. These include such things as new floor coverings, interior paint, trim, and cabinets, and replacement of appliances.

4.14.2. Projects with the following characteristics do require Board review and approval.

4.14.2.1. The Board must approve any projects that require a building permit or any other permits from the Town of Telluride.

4.14.2.2. If a project changes the square footage of a unit, the Board must approve it.

4.14.2.3. Any changes to the exterior appearance of the Telluride Lodge (e.g. windows, stairs) must have Board approval.

4.14.2.4. If a dumpster is required for demolition or construction waste, the project must be approved by the Board.

4.14.3. If construction materials are stored in common areas, the Maintenance Manager must be notified. In some cases, such storage may require Board approval.

5. FEES AND POLICIES

- 5.1. Dues. Owners who expand their space will be charged for the additional square footage at the standard square footage rate for HOA dues, includes storage space.
- 5.2. Construction Fee. Owners receiving Board approval of a project will pay a one time “construction fee” to the HOA. The construction fee will be \$250. The board reserves the right to increase this fee on more complex projects. If outside review or consultation is required for a project, or in other unusual circumstances, the Board may increase this amount, as it deems necessary to cover actual cost. This fee is not refundable.
- 5.3. Dumpster Fee. A non-refundable fee of \$100 is required for any project requiring a dumpster to be placed in common areas of the Lodge.
- 5.4. Infrastructure Damage Deposit. The purpose of the infrastructure damage deposit is to reimburse the HOA if damage occurs to common areas or facilities.
 - 5.4.1. To insure repair, a minimum refundable cash security deposit of \$2,000 dollars will be required. This fee must be paid following Board approval of the project, and prior to issuance of the HOA letter of approval for town purposes. Projects vary greatly as to the scope of potential damage. The Board may increase the required deposit based on anticipated costs for repair.
 - 5.4.2. Owners and their contractors will be expected to clean or repair all damage resulting due to the construction in a timely fashion as determined by the Board.
 - 5.4.2.1. Repairs to lawn and gardens must match or improve the pre-existing plantings. Any changes to the pre-existing landscaper must be consistent with the landscaping plan and approved by the Board. Sod should be used to repair lawns (not seed).
 - 5.4.2.2. If it is necessary for the HOA to repair damage, the cost of the repair will be deducted from the deposit. Owners will be billed for any costs that exceed the deposit. Additionally, any unpaid fines will be

deducted from the damage deposit. Owners who do not pay for damages to common areas after they are billed for same, will have a lien placed on their unit.

5.4.3. If there are no outstanding fines, and there is no damage to the common elements, or if the owner has repaired damage, the damage deposit will be refunded in full. If determining damage is not possible at project completion (e.g. sprinklers cannot be tested due to winter conditions), the Board may hold the deposit until assessment of cleanup and damages may be completed.

5.5. Surety Bond. In order to protect the HOA from the possibility of projects which are not completed within a reasonable amount of time, the Board requires that owners provide a surety bond equal to the cost of the project as filed with the Town of Telluride or \$25,000 (which ever is greater). All projects requiring a building permit which affect common walls, windows, or the exterior of the unit must provide such a bond.

5.6. Time Limits. For the convenience of all residents, a project must be completed within the proposed and approved time period. If a project exceeds the allowed time limit, an automatic penalty of \$250 per day will be assessed until completion of the project. It is the owner's responsibility to track time limits. The HOA is not responsible to issue warnings or notifications that time limits are approaching or have exceeded the allowed time.

5.7. Penalties for Violation of Rules

5.7.1. If any work begins on a project that has not received a final letter of approval by the Board, the owner shall pay a penalty of \$100 per day until all approvals are in place. The Board reserves the right to petition for a cease and desist order. "Any work" includes, but is not limited to, placement of a dumpster or construction trailer on the property, delivery of materials to common areas, demolition, or construction work.

5.7.2. Contractors, like owners and renters, must comply with all Telluride Lodge Rules. In particular, contractors may not have dogs on the Lodge premises. Additional fines consistent with Telluride Lodge Rules may be imposed for violations. A copy of the rules may be obtained from the HOA office.

- 5.7.3. Responsibility. Owners are ultimately responsible for the actions and fines of their contractors and sub-contractors.
- 5.7.4. Disregard for HOA Construction Guidelines and Rules. Any contractor, who knowingly and/or flagrantly disregards the guidelines and/or rules, may be fined \$1000 for the first offense, \$2000 for the second, and removed from the premises on the third.
- 5.7.5. Payment of Fines and/or Fees. All fines and fees will be charged to the owner and are the owner's responsibility. It is the owner's responsibility to obtain payment from the contractor if appropriate.
- 5.8. Use of HOA equipment. Equipment owned by the HOA may not be used to the benefit of any one contractor and/or owner. If the owner and or contractor's actions require the use of HOA equipment the owner will be billed accordingly

6. RULES REGARDING CONSTRUCTION AND CONTRACTORS

- 6.1. Regulations. All construction projects must conform to the following rules.
 - 6.1.1. All contractors will be required to agree to and sign a copy of the “Rules Regarding Construction”. A copy for signature can be found in the Appendix.
 - 6.1.2. A “Construction Notice” must be displayed outside of the unit for the period of construction. The notice must be placed in a conspicuous location that has been approved by the Maintenance Manager.
- 6.2. Insurance. All contractors working at the Telluride Lodge must carry appropriate “Builder’s Risk Insurance”. The minimum acceptable coverage is \$1,000,000; more complex projects may require higher limits. The owner or contractor must provide the HOA Manager with proof of “Builder’s Risk Insurance” prior to beginning any work at the Telluride Lodge. The insurance must show the Telluride Lodge Association as a named insured.
- 6.3. Contractors Register with HOA. All contractors and /or subcontractors must sign in with and provide contact information to the HOA Manager prior to commencing work on any unit. When their work has been completed, the Maintenance Manager should be notified. Such notification will insure that the contractor or worker is not held responsible for actions of those who follow.
- 6.4. Construction Hours. Construction hours, including cleanup of common areas, are limited to 8:00 a.m. to 5:00 p.m. Monday-Friday. Absolutely no work shall be performed on weekends, or major holidays such as Easter, Christmas, Thanksgiving, New Years, etc.
- 6.5. Hallways. Hallway areas must be cleaned daily and cleared of all debris by 5:00 pm. Construction materials may not be stored in the hallways. If Lodge personnel must clean hallways due to construction, or remove debris, the owner will be charged a fee. This fee will be a minimum of \$100 per incident. Payment and late charges will be treated as any other assessment.
- 6.6. Dumpsters and Construction Trailers. All dumpsters and construction trailers must be pre-approved by the Maintenance

Manager who will determine the location, size and time limit for the dumpster.

- 6.6.1. Dumpsters must be covered nightly at 5:00 pm.
- 6.6.2. If the dumpster has not been pre-approved or exceeds its time limit, and must be moved or is in an overflow situation as determined by the Maintenance Manager, removal will be done at owner expense. The charge will be the cost of removal plus a \$50 fee.
- 6.6.3. All “roll-off” dumpster must be removed from the grounds within two months. Smaller “back load” dumpsters may remain for a longer period to be determined by the maintenance manager.
- 6.6.4. Construction refuse may not be placed in the dumpsters maintained for the use of Lodge residents for general trash.
- 6.6.5. If an owner’s agent fails to follow the rules regarding dumpsters, the dumpster will be removed from the premises, and permission will not be granted for placement of another dumpster on Lodge property. The removal will be at the owner’s expense, plus a \$250 fee.
- 6.7. Damage to Common Areas. The owner is responsible for any damage to common areas including, but not limited to hallways, lawns, landscaping or grounds. If the Association has to repair damages done by a contractor or owner during construction, the owner is responsible for all expenses incurred in the repair.
- 6.8. Time Limits. A project must be completed within the time period approved by the Board. This period will be measured from start of any construction, demolition, or delivery of supplies. Note that the time limit for exterior work and the interior work may be different. Completion will occur when the Board has determined that all significant work on the project has been completed including cleanup. It is the owner’s responsibility to track time limits. If a project exceeds the allowed time, the owner will be subject to fines.
- 6.9. Parking. A maximum of two permits will be issued for each project. One permit per car, truck, equipment or trailer is required. Additional vehicles should use town parking. Permits are for paved, designated parking areas. Construction vehicles may not

block emergency egresses. Vehicles shall not park on unless *actively* loading or unloading materials. In no case shall vehicles be parked on the grass.

- 6.10. Restrooms. Contractors and their personnel must use the public restrooms located on the first floor of the building above Clark's Market or the facilities at the base of the Coonskin Lift. Under no circumstances are workers to use the office restroom. No contractor or workers may use the spa facilities.

Appendix A
Construction Notice

The following notice must be posted on the door of
a unit for the duration of the project

ATTENTION

Construction Notice

Any unit under construction WILL follow the following guidelines to insure all other tenants/guests and owners may have an enjoyable stay here at the Telluride Lodge.

- All contractors must register and provide file proof of insurance with the HOA Manager (or Maintenance Manager) prior to beginning any work.
- Construction hours must be limited to 8:00 a.m. to 5:00 p.m., Monday – Friday. Absolutely no work will be performed on weekends.
- All hallway areas must be cleaned daily and cleared of all debris by 5:00 pm. Construction materials may not be stored in the hallways. If the Lodge must clean the hallways from construction messes and/or remove any debris, the owner of the unit will be charged a fee.
- Dumpsters must be covered by 5:00 pm. Dumpsters shall be emptied and/or removed as soon as they are full. If the Owners' Association has to have them removed, due to overflow, the owner and/or contractor will be charged for expenses and will no longer be allowed to continue to place dumpsters on the Lodge premises.
- Owners and/or their representatives will be charged for any damage to common areas or common utilities.

Problems? We would like to resolve issues on a timely basis. Contractors are asked to follow the above guidelines. Owners/tenants may report a problem by filling out a comment sheet which can be obtained from the HOA the office.

Thank you,
Telluride Lodge HOA Board

Appendix B

Telluride Lodge Owners' Association Rules Regarding Construction

For signature by owner and contractor(s)

RULES REGARDING CONSTRUCTION AND CONTRACTORS

1. Regulations. All construction projects must conform to the following rules.
 - 1.1. All contractors will be required to agree to and sign a copy of the “Rules Regarding Construction”. A copy for signature can be found in the Appendix.
 - 1.2. A “Construction Notice” must be displayed outside of the unit for the period of construction. The notice must be placed in a conspicuous location that has been approved by the Maintenance Manager.
2. Insurance. All contractors working at the Telluride Lodge must carry appropriate “Builder’s Risk Insurance”. The minimum acceptable coverage is \$1,000,000; more complex projects may require higher limits. The owner or contractor must provide the HOA Manager with proof of “Builder’s Risk Insurance” prior to beginning any work at the Telluride Lodge. The insurance must show the Telluride Lodge Association as a named insured.
3. Contractors Register with HOA. All contractors and /or subcontractors must sign in with and provide contact information to the HOA Manager prior to commencing work on any unit. When their work has been completed, the Maintenance Manager should be notified. Such notification will insure that the contractor or worker is not held responsible for actions of those who follow.
 - 3.1. Construction Hours. Construction hours, including cleanup of common areas, are limited to 8:00 a.m. to 5:00 p.m. Monday-Friday. Absolutely no work shall be performed on weekends, or major holidays such as Easter, Christmas, Thanksgiving, New Years, etc.
 - 3.2. Hallways. Hallway areas must be cleaned daily and cleared of all debris by 5:00 pm. Construction materials may not be stored in the hallways. If Lodge personnel must clean hallways due to construction, or remove debris, the owner will be charged a fee. This fee will be a minimum of \$100 per incident. Payment and late charges will be treated as any other assessment.
 - 3.3. Dumpsters and Construction Trailers. All dumpsters and construction trailers must be pre-approved by the Maintenance Manager who will determine the location, size and time limit for the dumpster.
 - 3.3.1. Dumpsters must be covered nightly at 5:00 pm.
 - 3.3.2. If the dumpster or trailer has not been pre-approved or exceeds its time limit, and must be moved or is in an overflow situation as determined by the Maintenance Manager, removal will be done at owner expense. The charge will be the cost of removal plus a \$50 fee.
 - 3.3.3. Construction refuse may not be placed in the dumpsters maintained for the use of Lodge residents for general trash.

3.3.4. If an owner's agent fails to follow the rules regarding dumpsters, the dumpster will be removed from the premises, and permission will not be granted for placement of another dumpster on Lodge property. The removal will be at the owner's expense, plus a \$250 fee.

3.4. Damage to Common Areas. The owner is responsible for any damage to common areas including, but not limited to hallways, lawns, landscaping or grounds. If the Association has to repair damages done by a contractor or owner during construction, the owner is responsible for all expenses incurred in the repair.

3.5. Time Limits. A project must be completed within the time period approved by the Board. This period will be measured from start of any construction, demolition, or delivery of supplies. Note that the time limit for exterior work and the interior work may be different. Completion will occur when the Board has determined that all significant work on the project has been completed including cleanup. It is the owner's responsibility to track time limits. If a project exceeds the allowed time, the owner will be subject to fines.

4. Parking. A maximum of two permits will be issued for each project. One permit per car, truck, equipment or trailer is required. Additional vehicles should use town parking. Permits are for paved, designated parking areas. Construction vehicles may not block emergency egresses. Vehicles shall not park on unless *actively* loading or unloading materials. In no case shall vehicles be parked on the grass

4.1. Restrooms. Contractors and their personnel must use the public restrooms located on the first floor of the building above Clark's Market or the facilities at the base of the Coonskin Lift. Under no circumstances are workers to use the office restroom. No contractor or workers may use the spa facilities.

SIGNED AND AGREE

OWNER

CONTRACTOR(S)

Unit _____

Company _____

Name _____

Contractor _____

Print Name _____

Print Name _____

Date _____

Date _____

APPENDIX C

WORK PREVIEW CHECKLIST

Prior to commencing work, owners will meet with a Board member and the Maintenance Manager to review rules, determine fees and identify any open issues. The following checklist will be used at the preview.

Work Preview Checklist

Unit _____ Date _____

Participants:

Board Member _____

Maintenance Manager _____

Owner _____

Contractor _____

Permits Issued and on file _____

Contact information on file _____

Contractors proof of insurance on file _____

Received/reviewed Construction Rules _____

Utility locations identified _____

Pictures taken _____

Work corridor defined _____

Infrastructure Damage Deposit Amount _____

Dumpster location, time, size _____

Expected start date _____ End date _____

Are there any items that need to be completed BEFORE construction starts that are not noted above?
E.g. permits, fees, etc. If so, please note on reverse side.

Appendix D

Standards for Soundproofing

If this page is blank, please contact HOA office for soundproofing guidelines

Appendix E

Contact Information

HOA Manager	Karyn Marolf	877-561-6647 970-728-9849 Box 127 Telluride CO 81435 tlhoa@telluridecolorado.net
HOA Maintenance Manager	Curtis Marble	970-729-0615 970-728-7800 (pager)
Town of Telluride Building Department		970-728-2175
HOA Board	Please contact HOA Manager for a list of current Board Members	