

COLUMBINE LAKE COUNTRY CLUB, INC.

# Owner's Regulations

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## **Article I. Responsibilities**

### **Section 1.01**

Owners will be responsible for the actions of themselves, guests, tenants and their vendors and contractors at CLCC. The Owner's Regulations are an honor system. All members are expected to abide by and help enforce these rules. Any person using the facilities shall be subject to challenge, and failure to prove right of usage will be grounds for ejection from community property.

Fines associated with a Regulation violation can be found in the current version of the CLCC Bylaws, Article XIII. Fine Schedule

## **Article II. Covenants, Bylaws**

### **Section 2.01**

All owners are expected to be familiar with CLCC's Covenants and Bylaws. Copies are available at the office and the information is available online at the CLCC website: <http://columbinelake.com/governing-documents/resources>

## **Article III. Dues**

### **Section 3.01**

All CLCC owners are required to pay yearly dues for the upkeep of the CLCC. Assessment period is from July 1<sup>st</sup> through June 30<sup>th</sup>. The annual assessment is billed after June 15 and becomes due and payable on July 31<sup>st</sup>. The assessment may be paid in full by July 31<sup>st</sup> or one half by July 31<sup>st</sup> and one half by November 30<sup>th</sup> of the same year. Lots with delinquent assessment payments are subject to late charges and liens.

### **Section 3.02**

CLCC members who own multiple lots may be eligible for a reduction of their annual dues for each subsequent undeveloped lot after their first lot. The term undeveloped lot shall be defined as containing no stand-alone structure with utilities and livable space. Owners of second lots that are undeveloped will pay 75% of the annual dues. For the third, fourth or more subsequent undeveloped lots, the member will pay 50% of the annual dues for each lot. Owners with lots that have been legally combined and contain one single-family home, will pay the full annual dues for the first lot and 75% of the annual dues for the second lot. To qualify for a reduced annual fee, each lot must be titled in the same name, or be owned by the same parties in the event the properties are jointly owned, whether by individual(s), a firm, corporation, or trust. The burden of proof related to identical ownership, shall be on the respective owner(s), if questioned by CLCC management.

## Article IV. Membership Cards, Use of CLCC Facilities

### Section 4.01

1. PURPOSE: The purpose of the Columbine Lake Country Club Card Control System is to ensure that only owners and their authorized guests (**not renters**) use community owned facilities, which are funded by annual assessment dues on each lot in the Subdivision. Allowing only legitimate owners and their guests increases security and provides that only members in good standing within the community can utilize facilities paid for by the community as a whole.
2. TYPES OF CARDS:
  - a. OWNER CARD: A single, permanent Owner Card will be issued for each lot in the Subdivision, regardless of the number of owners of any lot. These cards will be sent to the owners of each lot when a lot is transferred to a new owner. The Owner Card will admit up to 10 people into the clubhouse, and must be presented when entering this facility. The owner does not have to be present for the card to be used but is totally responsible for the actions of the individuals utilizing the card at all times. Guest Cards will no longer be issued. Parties larger than 10 people will be required to fill out a Group Use Permit, and obtain approval from the office.
  - b. FISHING PASS: A single, permanent Fishing Pass will be issued for each lot in the Subdivision. This pass must accompany all owners and their guests fishing in Columbine Lake at all times. The Fishing Pass will allow up to 6 persons to fish at any one time. The pass must be presented upon request to ensure that only valid owners in the community and their guests are utilizing this valuable resource. The owner need not be present, but is responsible for the actions of anyone using the Fishing Pass, and also responsible for making sure that all persons fishing in Columbine Lake are fully aware of the fishing rules. **Fishing passes may not be used to gain entry into the clubhouse.**
3. CARD REPLACEMENT: Cards are a durable, plastic card, coded to the owners lot and block, and will normally be issued on a one-time basis. Should a card become worn, frayed or otherwise unusable, it will be replaced at no charge to the owner. The old card number and code will be replaced with a new number, and the old number invalidated to prevent usage. A lost card is the responsibility of the owner and there will be a \$15 charge for a replacement. As with an unusable card, the existing card number will be replaced upon issuance of a new card in order to prevent duplicate cards.
4. OWNERS NOT IN GOOD STANDING: . An owner who is delinquent in payment of any assessment is considered suspended and may not use any CLCC facility. This suspension supersedes any other claim for usage; for example, as a guest of another paid member, or by ownership of another lot with a paid assessment. Owners delinquent in payments or otherwise not in good standing are not authorized to use community facilities. The cards of owners not in good standing will be flagged at the clubhouse, and individuals attempting to use the card will not be allowed into the facility. The same applies to the Fishing Pass.
5. CARD INFORMATION: All cards will be plainly marked as to the type of card, with the owner's name, block and lot number, and the date of issue. **ALL CARDS REMAIN THE PROPERTY OF COLUMBINE LAKE COUNTRY CLUB, INC. and may be confiscated if misused.**

6. **COMMUNITY FACILITIES:** “Community Facilities”, as stated above, include the clubhouse, pool, lake, horse pasture, playground equipment, gazebo and beach areas. Individuals may be asked to show either an Owner’s Card or Fishing Pass at any time to confirm that they are legitimate members of the community or an authorized guest.
7. **CONTROL OF CARDS:** Owners are strongly encouraged to control and closely monitor the use of their cards. They are fully responsible for the conduct of their guests at CLCC facilities.

**RENTERS, BOTH SHORT AND LONG TERM, ARE NOT AUTHORIZED TO USE EITHER THE OWNER CARD OR FISHING PASS.** Renters are defined as anyone who is paying to use your home and membership privileges in CLCC. **Class 3 Violation**

8. **EXCEPTIONS:** Any exception to the above policy must be approved by the General Manager or the Board of Directors. The clubhouse staff **is not authorized** to allow entry into the building to anyone not in possession of a valid Owners Card, by order of the Board of Directors.

## **Article V. Guests**

### **Section 5.01**

If using the amenities (clubhouse, lake,) of CLCC, a guest must either be accompanied by an owner or must have a valid CLCC Owner’s Card or Fishing Pass. Owners are responsible for the actions of their family members and guests at all times. All rules and regulations ***apply to all individuals using community facilities.***

## **Article VI. Rental Properties: Owners and Renters**

### **Section 6.01: Definitions**

1. **SHORT TERM RENTAL (STR):** Property that is rented for less than thirty (30) consecutive days.
2. **HOST OWNER:** Short Term Rental property owner.
3. **LONG TERM RENTAL (LTR):** Property that is rented for thirty (30) or more consecutive days.
4. **LANDLORD:** Long Term Rental property owner.
5. **RENTER:** Anyone who pays in monetary remuneration, services rendered or trade for the use of the owner’s property as an STR or LTR. Renters are not guests and are not entitled to the same privileges as a guest. “Renter” includes all occupants of the property during the rental period.

### **6. REQUIRED LANGUAGE FOR COMMON PROPERTY USAGE RESTRICTIONS:**

Columbine Lake is a private, covenant-controlled community. Renters are not allowed to use the **clubhouse, gazebo, horse pasture, OHVs or Columbine Lake.**

### **Section 6.02: Host Owner Regulations**

- a. **Host Owners** are required to annually register each of their CLCC STR properties with both the CLCC office and the Grand County STR office. Each of those offices will issue a registration card or permit valid for twelve months. STR rental operations may not take place until both the CLCC registration and Grand County permits are in place.

- b. Initial registration of a new CLCC STR must be completed within 30 days of issuance of a Grand County STR permit. A CLCC STR registration card will not be issued unless a current Grand County STR permit has been issued.
- c. Annual renewal of the CLCC registration must be completed within 30 days of the renewal of the Grand County STR permit. A CLCC STR registration card will not be issued unless the Grand County STR permit has been renewed.
- d. All CLCC STR Registrations must be completed through the CLCC Web Based Registration Platform, by clicking [here](#), which requires the following:
  - Answer all registration questions
  - Provide Host Owner's 24/7 contact phone number in the event of Renter issues.
  - Provide a copy of a current Grand County STR Permit by email to CLCCSTRREG@gmail.com
  - Provide Web Links and URLs for every STR Platform utilized for advertisement of the property (VRBO, AirBnB, Craigslist, etc). All rental advertisements must prominently include the REQUIRED LANGUAGE FOR COMMON PROPERTY USAGE RESTRICTIONS, as defined in Section 6.01.6 above.
- e. An annual STR Registration fee of \$100.00 will be invoiced upon receipt of the web based registration. The STR registration card will not be issued until the registration fee is paid. **Class 3 Violation**

2. **Host Owners** shall prominently post the CLCC STR Registration Card in the STR property.

**Class 3 Violation**

3. **Host Owners** shall prominently post the Renters Regulations specified herein in Section 6.04 in the STR property. **Class 3 Violation**

4. **Host Owners** shall include the **REQUIRED LANGUAGE FOR COMMON PROPERTY USAGE RESTRICTIONS** in the rental contract as defined in Section 6.01.6 above. **Class 4 Violation**

5. **Host Owners** of lakefront properties shall not allow Renters to utilize their docks and property to access Columbine Lake for lake activities, including but not limited to swimming, canoeing, kayaking, fishing and snowmobiling. **Class 3 Violation**

6. **Host Owners** shall not make their Owner Card or Fishing/Lake Pass available to renters. It is the Host Owner's responsibility to maintain both passes in a secure location. **Class 3 Violation**

### **Sections 6.03 : Landlord Regulations**

1. **Landlord's** 24/7 contact phone number must be on file with the CLCC Office.

2. **Landlords** will not make their Owner Card or Fishing/Lake Pass available to renters. It is the Landlords responsibility to maintain both passes in a secure location. **Class 3 Violation**

3. **Landlords** shall post the Renters Regulations specified herein in Section 6.04 in a prominent location in the LTR property. **Class 3 Violation**

4. **Landlords** shall include in their rental contract the **REQUIRED LANGUAGE FOR COMMON PROPERTY USAGE**, as defined in Section 6.01.6 above. **Class 3 Violation**

5. **Landlords** of lakefront properties shall not allow Renters to utilize their docks and property to access Columbine Lake for any lake activities, including but not limited to swimming, canoeing, kayaking, fishing and snowmobiling. **Class 3 Violation**
6. **A Long Term Renter** cannot sublet or operate as an STR, the Long Term Rental Property. Upon notification of a violation, a daily fine of \$1000.00 per day will be levied upon the Landlord until resolution of the violation occurs.

#### **Sections 6.04: Renters Regulations**

The CLCC community is a covenant-controlled neighborhood with many full-time residents. It is not a resort area. Renters are required to comply with each of the following regulations:

1. **Renters** are not permitted to use: the clubhouse (or any activities therein), gazebo, horse pasture, or Columbine Lake (including but not limited to swimming, kayaking, canoeing, SUPing, fishing, fly-fishing and snowmobiling). **Class 3 Violation**
2. **Renters** occupying lakeside properties are prohibited from using the property and dock to access the lake for any of the restricted activities stated in Item one (1). **Class 3 Violation**
3. **Renters** shall not use the CLCC Owner Card or CLCC Fishing/Lake Pass. **Class 3 Violation**
4. Speed limit within the CLCC community is **15 MPH** at all times for all types of vehicles. **Class 5 Violation**
  5. **Renter's** snowmobiles are prohibited from CLCC roads except to access trailheads exiting the CLCC community. **Class 3 Violation**
  6. **Renters** are strictly prohibited from operating Off-Highway Vehicles (OHV) in the CLCC community. Not to include snowmobiles, as stated above. **Class 2 Violation**
  7. **ALL** aerial or water-borne drones are prohibited everywhere within the Columbine Community. **Class 2 Violation**
  8. **Dogs** must be kept on leash at all times; either on a physical leash or an electronic collar. Dog owners must pick up after their dogs. Waste stations with waste bags are throughout the community. Harassment of wildlife is a felony and will be reported to the Colorado Department of Wildlife. **Class 2 Violation**
  9. **For your safety**, do not approach any wildlife including but not limited to moose, elk, bear and deer. **Class 5 Violation**
  10. **Cars and vehicles** must be parked off the street at all times and only in spaces designated by the Host Owner. Parking in non-designated places or on the streets is prohibited by CLCC and Grand County. Vehicles in violation will be towed at the expense of the owner. **Class 3 Violation**
  11. **Quiet hours** are from 10PM MDT to 8AM MDT. After-hours noise and unruly, disrespectful behavior will be reported to the General Manager and the County Sheriff. **Class 3 Violation**
  12. All **outdoor lights** must be off no later than 10PM. **Class 3 Violation**
  13. The CLCC Office and Clubhouse shall not be used as information centers for renters.

Questions should be directed to the Host Owner or Grand Lake Chamber of Commerce at Hwy 34 and Portal Road.

14. **Renters** may use the trash compactor and re-cycle containers located next to the CLCC clubhouse. **Renters must gain access to the trash and recycling utilizing the assigned renters access code. Class 3 Violation**

15. **All FIRE BANS and FIRE RESTRICTIONS** must be followed. CLCC is highly susceptible to wild land fires and extreme caution is expected at all times. Only approved fire pits or containers provided by the homeowner may be used depending on current fire conditions. Call Grand County Sheriff at 970-725-3852 or go to [www.gcemergency.com](http://www.gcemergency.com) for current information on fire bans and/or restrictions. CLCC reserves the right to raise the level of fire restrictions such that they may exceed county restrictions. Please check with your Host Owner, Landlord or go to [www.columbinelake.com](http://www.columbinelake.com) for the latest CLCC fire restrictions. **Class 1 Violation**

16. **All fireworks including poppers and sparklers are strictly prohibited in CLCC. Class 1 Violation**

#### **Section 6.05: Enforcement and Violations**

The regulations specified in Sections 6.02, 6.03 and 6.04 are the responsibility of the Host Owners and Landlords to enforce and manage with their renters. **Class 3 Violation**

Violations of said regulations by Host Owners, Landlords or Renters will result in the assessment of fines against Host Owners and Landlords as follows: See By-Laws Article XXIV Fine Schedule.

### **Article VII. Change of Ownership and Address**

#### **Section 7.01**

The CLCC office is to be notified when a lot changes ownership. The fee for transfer of ownership is 1% of sales price. A copy of the warranty deed or conveyance document is required for the CLCC contact information file. If a member sells a lot in CLCC ("Initial Property") and the same member also purchases a new lot in CLCC (the "Replacement Property"), then said member may request a refund of the transfer fee incurred on the second transaction, if the following requirements are met to the sole satisfaction of the CLCC Board of Directors:

- A. The parties to both transactions and the names on the conveyance documents - Initial Property and Replacement properties, must be exactly the same
- B. The request for refund must be made in writing, within ninety {90} days of the Initial Property sale and must include sufficient details describing both transactions
- C. Both properties-Initial and Replacement, must close within one hundred and eighty (180) days of each other.
- D. This is a one-time only option available to members in good standing.
- E. If approved by the CLCC Board of Directors, the requesting member shall be entitled to a refund of the above described transfer fee, less \$250.00, as defined hereby as an administrative fee.



**Section 7.02**

- A. The CLCC office is to be notified of any change in mailing address. Other contact information, such as email address or telephone numbers, should be provided to the office whenever possible. **Class 5 Violation**
- B. Owner’s badge and Fishing badge must be returned to office at time of change of ownership.

**Article VIII. Maintaining CLCC**

**Section 8.01 Maintaining the Natural Beauty of the CLCC Community**

**Class 4 Violation unless specifically addressed in the CLCC Building Code Governing Document.**

Owners are responsible for maintaining the natural beauty and attractiveness of their property as a way of contributing to the value of investments made by CLCC owners and to maintain and/or enhance the natural beauty of the CLCC Community.

To that end:

Property owners are required to keep up the outside appearance of their property by doing such things as:

- Performing periodic maintenance needs on the exterior construction, paint, stain, and roof of any structure on the property, including out buildings, docks, etc. (Check with the General Manager to see what, if any, permits are needed).
- Keeping the grounds maintained and ensuring weeds and noxious plants are kept to a minimum,
- Properly disposing of trash, (see Article XV Trash and Junk in Owners Regulations)
- Utilizing ARC approved subdued shades of color that blend in with our mountain environment on outside structures and fences. (see Building Criteria and Information)
- Tarps and other material used to cover outdoor items should be in ARC approved subdued colors of forest green or brown.
- Following HOA architectural regulations when completing major home improvement constructions (see Covenants and Bylaws).
- And other maintenance as needed.

The enforcement of the above is left to the General Manager’s discretion.

**Please refer to Building Code Regulations for associated fines for failure to comply.**

**Article IX. Signs**

**Section 9.01 Commercial Signs Class 5 Violation**

- a. One neat and orderly "For Sale" sign not to exceed 24" x 36" may be maintained on the property lot of any residence that is for sale. A "For Sale" sign may not be located or maintained on any undeveloped lot. "For Rent" signs are not allowed anywhere within the subdivision.
- b. Vendor signs advertising any form of product or service are prohibited at all times.
- c. A single Garage sale sign is permitted for a period from up to two days prior to the date of the sale, but must be removed promptly thereafter.
- d. A single Contractor sign, not to exceed 24" x 36", is permitted only during a period of major construction, but not during minor repairs or routine maintenance.

**Section 9.02 Political Signs Class 5 Violation**

A "political sign" means a sign, banner, or flag that carries a message intended to influence the outcome of an election, including supporting or opposing the election of a candidate, the recall of a public official, or the passage of a ballot issue.

A member may display a political sign on his/her property, or the window of a home, except that:

- a. The display of political signs is prohibited earlier than forty-five days before the day of an election and later than seven days after an election day; and
- b. CLCC may regulate the size and total number of political signs; the maximum dimensions of each sign may be limited to the lesser of the following: the maximum size allowed by any Grand County ordinance that regulates the size of political signs on residential property; or thirty-six inches by forty-eight inches; and
- c. CLCC shall permit only one political sign per political office or ballot issue that is contested in a pending election.

**Article X. Vehicles and Roads**

**Section 10.01**

1. No automobile or truck shall be operated on any CLCC road, unless the same has valid license plates, minimum liability insurance as provided by Colorado law for public roads, and the operator has a valid driver's license. **Class 5 Violation**
2. Speed limit for all vehicles is 15 mph for safety and dust control. This applies to all community roads, cul-de-sacs, parking lots, road rights-of-way and in the winter, this includes the lake. **Class 5 Violation**
3. No parking of privately owned vehicles is allowed on CLCC roads, rights of way, or other community property, including the shop/horse pasture area. Parking at the Clubhouse is allowed only during normal hours of operation, and no overnight parking is allowed on any community property at any time. This restriction includes, but is not limited to, cars, trucks, trailers, snowmobiles, all types of ATV's, boats, and all forms of recreational vehicles. The General Manager may approve exceptions on a case-by-case basis. Notice will be left on all vehicles in violation and CLCC has the right to have the vehicle towed within 24 hours. **Class 2 Violation**

## **Article XI. Motor Homes, Tents, Trailers, Campers, Etc.**

### **Section 11.01**

1. CLCC does not permit camping (tent or travel trailer) on any private, non-improved lot. **Class 3 Violation**
2. One (1) travel trailer, camper or motor home as defined by the Grand County zoning can be used during the construction of an owner built single-family dwelling. The travel trailer, truck camper, or motor home must be entirely self-contained, or must be connected to the well and septic, or water and sewer service for the property on which the single-family dwelling will be located. This accessory use is allowed for one (1) continuous year. The time period for this one (1) year allowance will begin with the Grand County Building Department's footing inspection. This accessory use is not available until an approved building permit has been issued. Only one (1) continuous one (1) year period is allowed per building permit for a dwelling unit. At the end of the one (1) year period, the travel <sup>CL</sup><sub>SEP</sub> trailer, truck camper, or motor home must be removed if construction has not been completed, or the building permit will be rescinded. No extensions of this time period will be allowed. **Class 3 Violation**
3. Storage of these units and any other trailers not allowed on vacant lots. **Class 3 Violation**
4. These units may not be stored on CLCC community property. CLCC shall not be liable for damage to any unit that is left on CLCC property. **Class 3 Violation**

## **Article XII. Off Highway Vehicles (OHV)**

### **Section 12.01. General**

1. All dirt roads and parking lots in the community are private property, fully owned by CLCC.
2. CLCC permits the operation of Off Highway Vehicles (OHV's) on its private roads and parking lots with certain exceptions as noted in this article.
3. CLCC has absolute authority for the regulation and enforcement of OHV's operating on its roads, parking lots, lake and facilities.
4. Nearby Arapaho's National Forest maintains over 100 miles of roads and trails for OHV use.
5. Under Colorado law, parents are legally responsible for the actions of their minor children.
6. CLCC subscribes to all Colorado laws regarding OHV's, as specified in Colorado Revised Statutes and Department of Parks and Wildlife currently in force.
7. CLCC regulations herein are consistent with Colorado Parks and Wildlife Off Highway Vehicle regulations
8. It is the responsibility of the OHV owner to maintain liability insurance for all OHV's to cover damage to CLCC property, private individuals, and private property. OHV operators hold CLCC harmless while operating OHV's on CLCC roads, lake, facilities, and property.

## Section 12.02. Definitions

1. Off Highway Vehicle (OHV) is defined herein as any motorized mode of transportation, vehicle or equipment capable of reaching speeds greater than five (5) miles per hour.
2. In the CLCC community, OHV's include, but are not limited to, motorcycles, snowmobiles, all types of ATV's, Golf Carts, scooters, mini-bikes, motorized bikes and go-carts.

## Section 12.03. OHV Rules and Regulations

1. No person under the age of ten (10) years may operate any OHV. **Class 2 Violation**
2. No person ten (10) years of age or older may operate any OHV unless:
  - a. The person has in his possession a valid driver's license issued by the State of Colorado or another state; or
  - b. The person is accompanied by and under the immediate supervision of a person who has in their possession a valid driver's license issued by the State of Colorado or another state. "Under immediate supervision" shall mean, at a minimum, the unlicensed operator is within 25 feet of a licensed operator. **Class 2 Violation**
3. Multiple passengers are not allowed on any OHV unless said OHV is manufactured to carry more than one rider. **Class 2 Violation**
4. OHV passengers under ten (10) years of age are required to wear a helmet, unless the OHV is enclosed. **Class 2 Violation**
5. OHV's shall be properly and currently registered according to state law by the Colorado Department of Motor Vehicles or Colorado Department of Parks and Wildlife. **Class 3 Violation**
6. OHV's are to be used only to travel to and from a place or activity. Circling around the lake and neighborhoods and "joy-riding" is prohibited. Example: to and from the lake, clubhouse, trash, neighbor's house, or trail ride is permissible. **Class 2 Violation**
7. Hours of operations are between 8 AM and 8 PM unless going to or from an event or trail ride. **Class 3 Violation**
8. OHV's shall have noise suppression systems; noise in excess of 96 decibels is prohibited. **Class 3 Violation**
9. OHV operators shall comply with all posted speed limits: fifteen (15) MPH on all community roads, parking lots, cul-de-sacs and on the lake. **Class 2 Violation**
10. OHV's operators shall comply with Colorado traffic laws and rules of the road, including rights-of-way. Riding side-by-side is prohibited. **Class 2 Violation**
11. The following violations will be reported to the Grand County Sheriff's Department including: Public Nuisance (noise, general harassment, etc.), trespassing on private lots, driving under the influence, or unsafe operation. **Class 2 Violation**
12. OHV's may not be ridden on any beach, lake access lane (except use of the boat ramp is permissible), or nature walk trails, except for routine maintenance by CLCC employees. **Class 3 Violation**
13. All vehicles must be operated in a safe and lawful manner. **Class 2 Violation**
14. No person shall operate an OHV while under the influence of alcohol or other controlled substance which renders them incapable of the safe operation of said vehicle. **Class 2 Violation**
15. Use of OHV's on the lake during the winter months will be at the operator's risk and the 15mph speed limit must be observed. Special care will be taken to operate said vehicles in a safe, responsible manner so as to respect the safety and enjoyment of other owners, and other activities such as ice fishing, cross country skiing, skating and

snowshoeing. In addition, the environmental impact of the lake is the responsibility of the operator. **Class 2 Violation**

16. All OHV's must be in good operating condition (no oil or fluid leaks) **Class 3 Violation**
17. Under NO circumstances will any renter be permitted to utilize any OHV on CLCC roads or facilities. Renters will not be permitted to off-load such vehicles from any trailer or vehicle and park or place such vehicles on any CLCC road or facility. Exception: Snowmobiles will be permitted use of CLCC roads only if going to and from a designated trail. **Class 2 Violation**
18. Any violation of these regulations will result in a fine (established by the Board of

Directors) \* see fine schedule in the CLCC "Owner's Regulations", Article XXVI, and/or a loss of privileges of use of OHV's on CLCC roads (time determined by the Board of Directors) to the property owner.

## **Article XIII. Boats**

### **Section 13.01**

1. All watercraft stored on CLCC property must be identified with the owner's name, and lot and block numbers. Such identification must be applied so that they are visible above the waterline. **Class 5 Violation**
2. Overnight storage on the ground is limited to the North Beach area (Access VI) of the lake. **Class 3 Violation**
3. Boat rack space is allotted by a yearly drawing.
4. All boats must be removed from CLCC community property each year by November 1<sup>st</sup> (including those in boat racks). **See fine in item #5**
5. Boats removed from community property by CLCC employees will have a pick up charge of \$ 50.00, plus a \$25.00 per month storage fee until the owner reclaims the boat.
6. CLCC is not responsible for damage or thief to boats stored on CLCC property. (See *Article XIX. Lake for more information*)

## **Article XIV. Snow Removal**

### **Section 14.01**

Vehicles must be parked completely off the roads, cul-de-sacs and parking lots so that CLCC snowplowing operations can keep the areas cleared. If CLCC has to call a tow truck to clear a roadway, the offending vehicle will be towed at the owner's expense. An owner who intends to use or rent his/her property must make arrangements for parking area snow removal on his/her property, in order not to block roads or cul-de-sacs. **Class 4 Violation**

### **Section 14.02**

Any snow that you or your contractor moves, **must be kept on your property** and not placed or pushed across community or county roads or right of ways. It is the homeowner's responsibility to inform your contractor of these rules. **Class 5 Violation**

## **Article XV. Trash and Junk**

### **Section 15.01**

When used in this regulation, the term “trash” shall include (but not be limited to) any junk, garbage, litter, garden waste, weeds, brush, newspapers, magazines, glass, metal, plastic, paper parts, furniture, oil, carcasses of dead animals, any noxious or offensive matter of any kind, any object likely to injure any person or create a traffic hazard, or anything else of an unsightly nature, or any other object which has been discarded or abandoned. Included shall be any motorized or non-motorized vehicle, or any type of equipment that requires a State of Colorado, Grand County, or CLCC license registration or permit, which license, registration or use permit has been expired in excess of six (6) months and which is being stored or is abandoned on property within CLCC. **Class 4 Violation**

1. Take all household trash to the trash compactor by the clubhouse. The dumpster will be monitored using cameras and any illegal use of the compactor by any unauthorized individuals is subject to prosecution.
2. Only authorized personnel, as needed, will operate the compactor. Break or cut items to fit into the hopper of the compactor.
3. For other trash (electronic equipment, appliances, furniture, mattresses, tires, limbs, brush, etc.) there will be large roll-off dumpsters available at the clubhouse parking lot once a year. At any other time, such trash is to be taken to the Granby transfer station. See the notice at our trash dumpster for details including directions, or call the Granby transfer station at 970-627-8531. **Class 3 Violation**
4. In the event that trash should accumulate on any lot or tract of land within CLCC, CLCC shall give the owner of the property notice by both regular mail and certified mail with return receipt requested; that said owner shall have thirty (30) days to take corrective action and shall move said items from the property. In the event the trash or vehicles are not removed within the 30 days required by said notice, a violation of the Protective Covenants for CLCC will be deemed to have occurred and an action for injunctive relief &/or damages shall be instituted in the Grand County District Court. The owner of the property shall be responsible for all damages, costs and attorney’s fees incurred in that action and as provided in the Protective Covenants for CLCC. **Class 3 Violation**

## **Article XVI. Horses**

### **Section 16.01**

Horses of any CLCC owners may be kept in the horse facility from June 1<sup>st</sup> to November 1<sup>st</sup> with General Manager approval. The General Manager will keep a record of all animals placed in the horse facility, including the animal’s owner, CLCC address, and telephone number. This time period may be affected by weather conditions. The use of the facility is limited to 10 horses at one time. The care, feeding and overall welfare of horses kept in this facility is the sole responsibility of the horse’s owner. Horses must be tended on a regular basis, to include cleanup of stalls. Permission must be granted by the General Manager of CLCC, for any other large animal to be kept in the pasture. CLCC is not responsible for any illness, injuries to or caused by any of the horses using the CLCC pasture. Owners are required to pick up all animal waste if ridden on CLCC roads or community property.

If requested by the General Manager, the owner of the animal(s) will produce legal ownership and/or brand inspection documents.

It is expected that the owner of the animals will have all vaccinations current. **Class 3 Violation**

## **Article XVII. Pets**

### **Section 17.01. General Information**

1. All Grand County Ordinances pertaining to the restraint, control, licensing and treatment of pets/animals prevail throughout CLCC.
2. Contact information for Grand County authorities for animal problems:
  - \* Grand County Animal Control: 970-887-2988
  - \* Grand County Non-Emergency Dispatch: 970-725-3343.

### **Section 17.02 Leash Requirement**

1. All animals are required to be on a physical leash or controlled by an electronic leash at all times within CLCC. This includes all roads, community property and privately-owned property, other than property belonging to the animal's owner. **Class 2 Violation**
  - a. A physical leash is defined as self-made or commercially available non-retracting or retracting leash not to exceed 20 feet in length.
  - b. An electronic leash/collar is a device that can immediately and effectively control a trained animal within a distance not to exceed 20 feet from the handler.
  - c. The length of the leash must be consistent with the animal's temperament around other animals and people as well as the capability of the handler.
  - d. Control of animals by voice command alone is not allowed.
2. The only allowed exception to this leash requirement is for dogs to swim in the lake, provided the animal is under immediate and direct control by its owner at the lakeshore.
3. Animals that aggressively approach another animal or person must be immediately controlled and physically restrained by the owner or handler.
4. The handler, including children, must be physically capable of maintaining absolute control of their leashed animal.
5. This leash requirement applies to all CLCC owners, guests of owners and renters (both short and long term), and is subject to fines upon violation.

### **Section 17.03. Waste Removal**

1. Animal owners or handlers are required to immediately clean up after their pets within CLCC, including roads, community property and private property. **Class 5 Violation**

### **Section 17.04. Public Nuisance/Conflict**

1. It is unlawful in Grand County, and therefore within CLCC, to harbor any animal which, by any sound or activity, disturbs the peace, comfort, or property of CLCC property owners. **Class 3 Violation**
2. It is unlawful in Grand County, and therefore within CLCC, to permit any animal to "run at large", defined as off the premises of the owner or representative and not under the control of the owner or representatives. **Class 3 Violation**



3. Any bite or other injury inflicted by an animal is the sole responsibility of the owner or handler. **Class 3 Violation**
4. Animals are not allowed to harass or chase wildlife within CLCC. **Class 3 Violation**
5. The above situations will be considered a public nuisance/conflict and should be reported to Grand County Animal Control or Grand County Non-Emergency Dispatch as well as to the CLCC office in writing.

## **Article XVIII. Inappropriate Behavior**

### **Section 18.01**

The Board of Directors may suspend the rights and privileges of membership of any person or persons who engage in any form of inappropriate behavior while using community facilities. This behavior includes, but is not limited to, loud and abusive activities, drunkenness, abuse of CLCC employees or property, and behavior which is offensive or annoying to other members. **Class 3 Violation**

### **Section 18.02**

Suspension of members for inappropriate behavior is subject to the provisions of Section 2.04 of the By-Laws, and must be approved by the majority vote of the directors of the corporation, after an opportunity has been given to the member to give a defense to the action.

### **Section 18.03**

The General Manager, at his or her discretion, may temporarily suspend the rights and privileges of any person or persons based on alleged, or reported acts of inappropriate behavior until such a time as the Board of Directors has had an opportunity to review the circumstances of each individual case.

## **Article XIX. Columbine Lake**

### **Section 19.01**

1. Lake swimming at your own risk – no lifeguard on duty
2. Fish limit – 3 per person per day. Catch & release is strongly encouraged. **Class 4 Violation**
3. One fishing pole per person. Fisherperson must be in attendance. **Class 4 Violation**
4. No chumming for fish. No live minnows as bait. The use of artificial lures and flies is preferred and recommended. **Class 4 Violation**
5. Bank fishing is allowed from community owned lots only (No trespassing on private property.) Check maps at the Clubhouse or at the office for locations. **Class 4 Violation**
6. It is recommended to have one life jacket per person in each watercraft.
7. Only electric trolling motors are allowed on the lake during open water times of the year. **Class 3 Violation**
8. Do not put fish entrails in the lake, on the ice, or on the ground when cleaning fish. Use the small trashcans provided at the lake accesses. **Class 4 Violation**
9. Small trashcans at the lake accesses are for fisherperson's trash only. Household trash is to be put in the trash compactor at the clubhouse parking lot. **Class 4 Violation**
10. In the event that any conveyance, vehicle, structure, equipment or other property (including, without limitation, any snowmobile, ATV, UTV, other vehicle, boat, canoe,



kayak, paddle board, other water craft, augur, ice tent, stove, generator, heater, other equipment, dock, chair, table or other furniture) becomes partially or wholly submerged in the lake, the following shall apply:

**Class 3 Violation in addition to provisions A, B and C below.**

- a. The responsible member at its sole expense shall, within 72 hours, remove the submerged Item or cause it to be removed and cleanup any resulting environmental damage. For purposes of these Owners Regulations, "Responsible Member" shall mean any member, who directly owns or operated the submerged item, or whose family member, guest or renter owns or operated the submerged item, or who gave permission to access the lake to any person who owns or operated the submerged item.
- b. If the responsible member fails to remove the submerged item and to clean up any environmental damage within 72 hours following submersion, CLCC. May, at the responsible member's sole expense, remove the submerged item or cause to have it removed and/or undertake cleanup of any environmental damage.
- c. If CLCC. Removes or causes the removal of the submerged item and/or undertakes cleanup of environmental damage, the responsible member shall reimburse CLCC for any and all costs related thereto. Such reimbursement shall be made within 30 days following the date that CLCC sends to the responsible member an invoice for such costs to the address of such member as shown in the records of CLCC. Failure by a responsible member to timely reimburse CLCC shall subject the member to legal action for enforcement and penalties for violation of these Owners Regulations as well as attorney's fees and costs relating thereto. Such reimbursement and costs will be the member's responsibility and collectable in the same manner as an annual assessment.

## **Article XX. Clubhouse**

### **Section 20.01 Clubhouse**

1. Operating hours will be posted at the CLCC Clubhouse
2. The clubhouse and all amenities therein are for the exclusive use of CLCC owners and/or their guests
3. The clubhouse and/or Gazebo may be reserved by owners as follows:
  - a. A group use permit application must be filled out and approved by the CLCC General Manager. The permit form is available in the office or online at [www.columbinelake.com](http://www.columbinelake.com).
  - b. Submission of this properly signed form and a \$100 damage deposit are required, at least one week in advance, for any group function for which use of the community facilities is desired.
  - c. Permittee (s) must be in attendance at a group function. **Class 4 Violation**
  - d. One adult (over 18) required for each six children under age 15. **Class 4 Violation**
  - e. Sponsor/Permittee, on behalf of sponsor/permittee, his/her guests and invitees, hereby indemnifies and hold harmless Columbine Lake Country Club, Inc. for any cause of action, damages, claims, &/or injuries to persons or property, including costs and attorney's fees arising out of the use by sponsor/permittee, his/her guests and invitees, of the community facilities at Columbine Lake Subdivision.

- f. Permittee shall pay, upon the execution of this agreement, a damage deposit in the amount of \$100.00. Permittee shall be responsible for any and all damage, ordinary wear and tear expected, which may occur to the premise during the time of sponsor/permittee's occupancy thereof. Payment for said damage shall be made within 10 days of notification to sponsor/permittee by CLCC of said damage. If there is no damage, CLCC will return the damage deposit within 30 days.
- g. Any party breaching this agreement shall entitle the non-breaching party to all damages occasioned by said breach including costs of attorney fees.

### **Section 20.02 Swimming Pool**

1. There is no lifeguard on duty therefore homeowners and their guests swim at their own risk.
2. No one under 15 years old will be allowed to swim or to be in the sauna or hot tub without an adult (over 18 years of age). For health reasons, infants 5 years and younger of age are not allowed in the Hot Tub. Hot Tub users must follow regulation posted at the Hot Tub. **Class 4 Violation**
3. No running, no food or drink, and no pets in the pool area. **Class 5 Violation**
4. For personal safety and insurance liability, it is strongly recommended that no one swim, use the hot tub or sauna alone.
5. No smoking on any level of the clubhouse or office building. **Class 3 Violation**
6. No dogs are allowed in CLCC buildings, except for legitimate service dogs. **Class 5 Violation**
7. Everyone must check-in the clubhouse when entering using their provided CLCC pass. **Class 5 Violation**

## **Article XXI. Fire and Fireworks**

### **Section 21.01**

1. No Fireworks are allowed in CLCC. If it goes "bang", or explodes, or leaves the ground; it is illegal. (This includes sparklers.) **Class 1 Violation**
2. No burning of slash, building materials, or other like substances is allowed in CLCC. No burn barrels are allowed. **Class 1 Violation**
3. CLCC has the right to enforce a fire ban for CLCC apart from any County or town of Grand Lake ban. When the county or the town of Grand Lake announces a fire ban or fire restriction, CLCC will follow their request. **Class 1 Violation**
4. All fires must be within CLCC approved fire pits as stated in section 4.09 of the building regulations. **Class 1 Violation**
5. The use of Tiki Torches or any open flame light outdoors, is prohibited. **Class 1 Violation**

## **Article XXII. Drones**

### **Section 22.01**

1. Drones, unmanned aerial vehicles or radio-controlled boats, unmanned aircraft systems, or similar unmanned vehicles, collectively ("Drones") shall not be used in the community of CLCC for recreational or hobby purposes, with the exception of operator's private property. **Class 3 Violation**
2. Drones may be used for commercial purposes with written permission from CLCC Office Administrator. Examples of commercial usage include but are not limited to the following: real estate marketing and roof inspections. **Class 3 Violation without written permission**
3. Owners must submit CLCC Drone Approval Form to the Office Administrator of CLCC for any commercial drone use. The application shall include the following: owner's purpose for the drone; the make, model, and weight of the drone; the dates and times and locations the owner would like to use the drone; proof of insurance that covers drone activity, evidence that the drone is registered with the Federal Aviation Administration ("FAA"), if applicable; proof of any exemptions from any applicable FAA regulations; and the owner's signature and statement that the owner has read, understands, and will follow CLCC's drone regulations. **Class 3 Violation without approval**
4. The Office Administrator of CLCC shall notify the applicant, in writing, of the decision within 10 days after the application is received. If the Office Administrator does not respond to the application within 10 days after the application is received, the application will be deemed denied.
5. CLCC will hold the owner liable for any and all damage caused by drone use and that by signing an application for drone use, the owner agrees to indemnify CLCC for all damages caused. The owner's signature on the application will indicate the owner's acknowledgement of those conditions. **Class 1 Violation**
6. All Drone use must comply with FAA requirements.
7. If the Office Administrator determines, in her/his sole discretion that drone operations are unsafe, they will forward a complaint to the FAA. The drone operator could face civil penalties, including the revocation of a pilot's certificate. **Class 1 Violation**
8. All violations of privacy invasions (voyeurism), noise disturbance, reckless endangerment and wildlife harassment will be reported to the Grand County Sheriff and/or Colorado Parks and Wildlife. **Class 1 Violation**

## **Article XXIII. Trees**

### **Section 23.01**

1. On a regular and continuous basis, owners are required to remove dead, diseased, dying, downed trees, shrub or slash from their lots. Non-compliance is a **Class 1 Violation**.

## **Article XXIV. Noise and Exterior Lights**

### **Section 24.01 General**

Population and housing density in CLCC require that community members practice common courtesies for the enjoyment and tranquility of all. This regulation applies to all owners, guests, short/long-term renters and contractors/vendors.

### **Section 24.02 Noise Class 3 Violation**

1. Quiet Time shall be from 10PM MDT to 8AM MDT, seven days a week.
  - a. This shall pertain to any human, animal or motorized noise that reasonably interferes with the tranquility of the community.
  - b. Reasonable and considerate exceptions shall apply for recognized National Holidays such as New Year's Eve and July 4<sup>th</sup>.
  - c. Community members should engage with others to preclude escalation issues.
2. Contractors/vendors may operate between the hours of 8AM MDT to 6PM MDT Monday through Friday. Contractors/vendors may not operate on Saturdays and Sundays.
  - a. Exceptions may be made for emergency situations at the discretion of the CLCC General Manager.
  - b. Permission to operate outside of the allowed hours or days must be approved in advance by the CLCC Office and/or the CLC General Manager.
3. Violations of the Noise restrictions should be reported to the CLCC Office and if warranted, to the Grand County Sheriff's department. The non-emergency phone number is 970-725-3343. In case of an emergency, dial 911.

### **Section 24.03 Exterior Lighting Class 4 Violation**

1. CLCC has lighting standards that are consistent with the Dark Sky Methodology to reduce light pollution and to avoid annoyance and inconvenience for community members.
2. All exterior lighting must comply with the lighting standards found in the most current version of the CLCC Building Criteria and Information, Article II, Section 2.08, Exterior Lighting.
3. Exterior lights must be turned off when not in use or no later than 10PM MDT. Exception is low voltage or solar pathway lights. (see building criteria article 2 section 2.08)
4. Motion activated exterior lights are allowed for security or ingress/egress purposes providing such lights are illuminated for no more than 10 minutes upon activation.
5. Violations of the Exterior Lighting policy should be reported to the CLCC office.

## Article XXV. Flags

### Section 25.01 American Flag Class 4 Violation

There is no prohibition regarding the display of the American flag on a member's property, in a window, or on a balcony adjoining the property if the American flag is displayed in a manner consistent with the federal flag code, pub. L. 94-344; 90 Stat. 810; 4 U.S.C. secs. 4 to 10. However, the flag dimension size shall be limited to 3 feet by 5 feet.

Through the permit process, CLCC shall regulate the location and size of flags and flagpoles but shall not prohibit the installation of a flag or flagpole. The size of flagpoles shall be limited to 20 feet in height.

Also allowed, shall be the display of a service flag bearing a star denoting the service of the owner or occupant of the unit, or of a member of the owner's or occupant's immediate family, in the active or reserve military service of the United States during a time of war or armed conflict, on the inside of a window or door of the unit. CLCC may adopt reasonable rules regarding the size and manner of display of service flags; except that the maximum dimensions allowed shall be not less than nine inches by sixteen inches.

## Article XXVI. Fine Structure, Complaint Process and Complaint Form

### Section 26.01

The following multitier fine structure applies to violation(s) of CLCC Owner's Regulations. It is important to note that it is "NOT" the intent of the HOA to issue fines and impose owner privilege suspensions but rather to highlight the importance of following the regulations in order to maintain a safe and secure CLCC community.

- Violation(s) are defined as failure to follow the Regulations as noted in CLCC Owner's Regulations here within contained.
- These fines can be applied to violations by Owners, Family, Guests, Short Term Renters, Long-Term Renters, Vendors and Contractors.
- Owners have the sole responsibility to advise any party associated with their property of the CLCC Regulations. Non-compliance committed by a non-owner (ie. family, guest, renter, contractor, vendor) will result in the consequences to the property owner. All Violations are the sole responsibility of the CLCC Property Owner as determined by the violator's association to the CLCC Property Owner.
- Refer to the Red Highlighted Violation Class contained within each applicable Regulation in the document listed above to identify your Violation Class and subsequent Fine Obligation should you be cited for Failure to Comply. Please note that a warning letter does not have an associated fine.
- Repeating a Violation Class will accelerate the severity of the fine and associated loss of CLCC privileges where noted. Penalties will increase as described for repeated Class Level Violations.
- After a violation free period (Period 1 or Period 2) or after the Suspension of Owner Privileges completes its term, the violation history resets itself to zero.

Period 1: April 15 to November 30

Period 2: December 1 to April 16

**Section 26.02, Fine Structure, Class and Violation Levels Defined**

Violation Class	Violation #1	Violation #2	Violation #3	Violation #4
Class 1 Violation: Once notified (phone call, email, certified letter and etc.) of a violation, escalation to the next level will occur upon the next Class 1 Violation.	Fine: \$500.00	Fine: \$1000.00	Fine: \$1500.00	Fine: \$2000.00 to continue for each incident hereafter until such time of a resolution of the reoccurring offense and a 12 month Suspension of Owner Privileges starting from the date of the last offense
Class 2 Violation: Once notified (phone call, email, certified letter and etc.) of a violation, escalation to the next level will occur upon the next Class 2 Violation.	Fine: \$125.00	Fine: \$250.00	Fine: \$500.00	Fine: \$1000.00 to continue for each incident hereafter until such time of a resolution of the reoccurring offense and a 6 month Suspension of Owner Privileges starting from the date of the last offense
Class 3 Violation: Once notified (phone call, email, certified letter and etc.) of a violation, escalation to the next level will occur upon the next Class 3 Violation.	Fine: \$100.00	Fine: \$200.00	Fine: \$400.00	Fine: \$600.00 to continue for each incident hereafter until such time of a resolution of the reoccurring offense and a 3 month Suspension of Owner Privileges starting from the date of the last offense
Class 4 Violation: Once notified (phone call, email, certified letter and etc.) of a violation, escalation to the next level will occur upon the next Class 4 Violation.	Warning Letter/E mail	Fine: \$150.00	Fine: \$300.00	Fine: \$450.00 to continue for each incident hereafter until such time of a resolution of the reoccurring offense and a 1 month Suspension of Owner Privileges starting from the date of the last offense

Class 5 Violation: Once notified (phone call, email, certified letter and etc.) of a violation, escalation to the next level will occur upon the next Class 5 Violation.	Warning Letter/E mail	Fine: \$100.00	Fine: \$200.00	Fine: \$300.00 to continue for each incident hereafter until such time of a resolution of the reoccurring offense

**Section 03.03, Complaint Process**

Complaints from the community or staff must be filed within 7 days of the occurrence or observation of a violation. The following complaint form link will give you access to the Web based complaint form that must be filled out with as much detail as possible.

1. Details must lead to the identification of the Violator(s) in order to process the complaint.
2. Pictures and or witnesses must confirm the violation
3. Addresses and or ID of the violating vehicle(s) from which the violators are connected must be provided.
4. Do not engage violators for your and their own safety.
5. The complainant will remain anonymous.
6. [Complaint form](#)

**Article XXVI. Amendments to Owner’s Regulations**

**Section 26.01**

These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by a majority of the Directors present at any regular meeting or at any special meeting, if the Directors are given at least two days' written notice of intention to alter, amend, repeal, or adopt new Bylaws at such meeting.