

Park River West Condominium Association, Inc.
Policy Governing the Rental of Units

Adopted 19 December, 2019, amended 16 November 2020

The following policies and procedures (“Policy”) governing the Occupancy and Management of Rental Units have been adopted by the Park River West Condominium Association, Inc. (“Association”) at a meeting of the Board of Directors.

1. GENERAL

The following Policy and procedures have been adopted by the Park River West Condominium Association, Inc. (“Association”) pursuant to C.R.S. 38-33.3-302 [Powers of unit owners' association] and Bylaws Article II, Section 9(A) at a meeting of the Board of Directors.

A. Statutes Superior To All. The terms and conditions set forth in the Declarations and Bylaws of the Association are incorporated in this Policy by reference and govern for all purposes when not in conflict with the Colorado Common Interest Ownership Act, as it exists or may be amended, and the Colorado Revised Nonprofit Corporation Act, as it exists or may be amended. These policy provisions are subordinate to and shall only supplement the Declarations and Bylaws where they are otherwise silent. The provisions of this Policy shall be independent and severable. The declaration of invalidity of any one or more of the policy provisions by court order or decree shall in no way affect the validity or enforceability of any other provision, which other provisions shall remain in full force and effect.

B. Findings of the Association. The Association finds:

(1) That various Unit owners rent their Units as a regularly conducted commercial enterprise on both a short- term (less than 30 days) and long- term (month to month or longer) basis.

(2) That the rental of Units is a commercial business governed by Ordinances of the Town of Estes Park; and, Unit owners have declared their operation as a business which must be licensed and qualified.

(3) That the presence of short-term occupants and tenants places a management burden and costs upon the Association not otherwise encountered with bare Unit ownership by reason of:

(a) a lack of occupant and tenant familiarity with Association Declarations, Bylaws, Rules and Regulations;

(b) tenant and occupant misuse of General Common Elements;

(c) tenant and occupant lack of respect for the occupancy of adjoining and surrounding Unit owners;

(d) knowing and persistent violation of occupancy, use, fire, safety and parking rules by occupants and tenants;

(e) and, the necessity of the Association to investigate the activity of occupants and tenants and rectify behavior above and beyond that encountered with owner occupied Units.

(4) Owner occupied Units should not bear the burden and expense of managing neighboring commercial enterprises; and no assessment has been made against any Unit in that regard. Costs incurred by the Association for the management of rental Units is not a common expense associated with the maintenance, repair, or replacement of a limited common element or any enumerated expense at Section 9.E. of the Declarations. Rather, the time and expense expended by the Association and its Board to govern and regulate tenant and landlord conduct is a unique cost associated solely with the commercial rental of Units and should be borne solely by the rental Unit and its owner as the beneficiary of the rents earned.

C. Authority. The Association by and through its Executive Board is empowered to impose reasonable rules and collect fees associated with the additional regulation and management of Unit rental businesses by reason of C.R.S. 38-33.3-302(1) (j), (o), (p) and (q), together with the authority vested in the Association and its Board in the Declarations and Bylaws.

2. RULES IMPOSED UPON RENTAL UNIT OWNERS

A. Information to be provided to the Association. On or before April 1, 2021, and on each anniversary thereafter, each Unit owner renting shall provide to the Association the following documentation:

- 1) Copy of the current Town of Estes Park (ToEP) License to operate the Unit as a Short-Term Rental Property (STRP) vacation home.
- 2) A signed Association Rental Compliance Form signed by the Unit owner (as sole proprietor, trustee, or Officer of an LLC or corporation) and the local representative, if the Unit is a Short-Term Rental Property, or property manager or agent for long term rentals. The Form shall be drafted and produced by the Association, provided to Unit owners, and shall apply to both short and long-term rental Units. The Form and attachments may be signed in counterparts by the owner and the representative or agent and submitted in pdf format via email to the Association.
- 3) Copy of Rental Agreement form that will be used. Applies to both short- and long-term rental Units.
- 4) Proof of Insurance in ACORD form, or an equivalent, indicating Commercial General Liability rental coverage of at least \$1,000,000 per occurrence. Applies to both short- and long-term rental Units.

B. Content of Rental Agreements. A written rental agreement is required which shall include at a minimum Tenant confirmation that they have read and agree to comply with sections of the Declaration and Association rules pertaining to Declaration Section 17, Occupancy, Unit Rentals, Parking and Safety (particularly the grill policy), Noise and Nuisance Control, and Short Term Rentals, which may be either incorporated in the rental agreement or attached to it. Further, the rental agreement must address maintenance of quiet enjoyment by other Association Unit owners, that no pets are allowed short term, and proper use of facilities.

C. Estes Valley Resident Agent available 24/7 to Association. The Local Representative or Agent named in the Town of Estes Park STRP license shall be continuously available and contractually able to act on behalf of the owner to immediately solve problems with the tenant or the Unit without owner involvement. The Town of Estes Park Short- Term Rental Ordinance requires that the Local Representative respond within 30 minutes, which is adopted as a policy of the Association.

3. ASSOCIATION MANAGEMENT FEES

To defray the expense of and compensate the Association for commercial rental management the following fees are imposed:

A. Short-Term Rental. For Units rented for any period less than 30 days an Annual fee of \$0.00 is charged. Such fee is charged without regard to whether the Unit is registered or not with Town of Estes Park. The fee is billed with the annual dues statement, if known to the Association at that time, otherwise when discovered by the Association. The fee is due at the time of first quarterly dues payment, or 30 days after mailing if discovered later.


B. Long-Term Rental. For Units rented month to month or for any period more than 30 days an Annual fee of \$0.00 charged. The fee is billed with the annual dues statement, if known to the Association at that time, otherwise when discovered by the Association. The fee is due at the time of first quarterly dues payment, or 30 days after mailing if discovered later.

C. Collection. Enforcement and collection of fees shall be made in the same manner as for Common Expense Assessments under Declaration Articles 9 and 16 and the Park River West Condominium Association, Inc. Policy for the Collection of Unpaid Assessments as Adopted 18 January, 2016, as amended from time to time.

4. EFFECTIVE DATE

This Policy shall become effective on December 31, 2020.

Park River West Condominium Association, Inc.

By: 
Stewart Squires, President

Attest: 
Mindy Stephens, Secretary

This Policy was originally adopted by the Board of Directors at a regular meeting held on the 19th day of December, 2019, effective the 31st day of December, 2019, amended November 16, 2020, effective December 31, 2020, and is attested to by the Secretary of the Park River West Condominium Association, Inc.