

**Construction Rules**  
**Blue Mesa Lodge Condominium Association, Inc., a Colorado nonprofit corporation**

These rules were adopted by the Board of Directors of Blue Mesa Lodge Condominium Association, Inc., a Colorado nonprofit corporation (“**Association**”), pursuant to C.R.S. 38-33.3-209.5.

The purpose of these rules is to ensure that all Construction at Blue Mesa is performed in a safe manner, that all workers are properly insured and to reduce the impact of Construction on the Common Elements and on the Owners, tenants and guests.

All capitalized terms shall have the same meaning as in the Association’s Declaration unless otherwise defined herein.

**1. APPLICATION OF CONSTRUCTION RULES.** These Construction Rules apply to all Owners of a Unit, tenants, and occupants of a Unit, and to their respective contractors and subcontractors performing work in a Unit, Limited Common Element, or Common Element (hereafter, “**Construction**”). These Construction Rules specifically apply to all persons performing work, including but not limited to contractors, subcontractors and caretakers.

**2. OWNERS RESPONSIBLE FOR CONTRACTORS.** Owners are responsible for the activities of their contractors and subcontractors.

**3. MANAGER.** All communications between Owner and/or its contractor shall initially be directed through the Association Manager as follows:

Dan Witkowski  
Full Circle HOA Management  
560 Mountain Village Boulevard, Suite 102B  
Mountain Village, Colorado 81435  
Telephone: (970) 369-1428 ext. 1  
Facsimile: (970) 369-1429  
E-mail: Dan@FullCircleHOA.com

The Association may require that the Owner reimburse the Association’s cost of management’s time (charged at reasonable hourly rates), to respond to the Owner’s or its contractor’s Construction related questions and requests, including providing access to Common Elements and restricted areas. The Owner shall also reimburse the Associations’ legal fees, any consultant’s fees (including engineering fees or other construction consultant fees) and costs incurred.

#### 4. STARTING WORK.

- A. No work may be commenced absent written approval by the Association Board. Prior to performing any Construction, all Owners shall submit a Construction Application Agreement, in the form attached hereto, to Manager. The Board shall hear the Owner's application for approval at the next Board meeting, provided the next Board meeting is at least ten (10) calendar days away. If not, the matter shall be heard by the Board at the subsequent Board meeting. Pursuant to the Construction Agreement, the Owner shall first apply to the Association in writing for permission to perform the work and supply the Association with proposed plans for the work. Depending on the nature of the work, such plans shall be prepared and stamped by a licensed architect. Any structural modifications to the Unit or associated Common Elements must be presented in plans prepared and stamped by a licensed engineer. In the event the Construction involves proposed alteration of Common Elements, the Owner shall instead follow the Design Review Guidelines procedures for application and Board consideration of the project.

In the event the Construction involves combination of Units that removes separating walls and therefore increasing the resulting Unit square footage, the Owner shall submit to the Association a proposed Declaration Amendment and Condominium Map Amendment, including reflecting any required adjustments to Allocated Interests. The Owner acknowledges that approval of such items will require an Owner vote.

Installation of partial separating walls will not decrease Unit square footage and will not require a Declaration and Condominium Map Amendment reflecting any adjustments to Allocated Interests.

For construction not requiring a building permit, the owner must notify the Association Manager, regardless if a permit is required for said work

- B. The Owner/applicant shall pay all costs of the Association for the Board to review and respond to the application, including but not limited to and all costs of professionals such as attorneys, surveyors and engineers. When submitting the application, the applicant shall deposit with the Board the sum of \$2500 as security for such costs, and shall replenish such deposit as reasonably required as deposit funds are expended.
- C. No work may be commenced absent the Association and Owner signing a Construction Agreement substantially in accordance with the form attached hereto.
- D. At least ten (10) business days prior to starting Construction, the Owner must notify the Manager in writing with the following information:
- i. A brief description of the Construction.
  - ii. Whether there will be the need to store materials on the Common Elements or Limited Common Elements.
  - iii. A plan for removal and disposal of materials and debris, which must be approved

- by the manager prior to the start of Construction, as set forth below.
- iv. Whether the Construction will involve moving, altering, shutting down, isolating or otherwise impacting any utility lines or equipment, including Common Element utility lines or equipment, such as water lines, sewer lines, gas lines, smoke detectors, sprinkler systems, or other life/safety systems (collectively “HOA Systems”).
  - v. Names and contact information (including cell phone and email) of all contractors who will be performing Construction
  - vi. Start dates and anticipated completion date of Construction; if there is a delay during the progress of the work, then owners/contractors must notify the Manager in writing when the work starts again and any changed completion date.
  - vii. If the Construction involves any Common Element, a copy of the written approval of such work by the Association’s Board of Directors.
  - viii. Proof of ownership of the Unit.
  - ix. Whether the Construction will involve removal of walls such that Unit square footage will adjust and Declaration and Map Amendments will be required.
- E. At least ten (10) business days prior to starting Construction work, the Owner must deposit funds with the Association (to be held in the Association’s operating account), in an amount representing five percent (5%) of the cost of Construction as stated on the Owner’s building permit, but in no event shall the deposit be more than ten thousand dollars (\$10,000.00), as security to cover damage to, and cleaning of, the Common Elements, including but not limited to garage, elevator, lobby, hallways and doors, as well as security for all other Association fees and costs incurred. These fees may include the Association’s fees incurred for consultants (including architects, engineers or other appropriate professionals) to review the plans submitted and the work performed. The Association may use the deposit to pay for such costs and request that the Owner replenish this deposit within five (5) business days of request if more than twenty-five hundred dollars (\$2,500.00) has been spent and Construction is ongoing. Upon completion of Construction, the Owner shall notify the Association, through the General Manager, in writing. The General Manager or its designee shall conduct a walk-through of the Unit and those areas of the resort impacted by the Construction to inspect for any damage. The General Manager or its designee shall cause the Association to refund any unapplied portion of the deposit to the Owner within thirty (30) calendar days thereafter, along with a written summary explaining why any funds were retained, or, if any balance is due from Owner. Notwithstanding the return of the unused portion of the deposit to the Owner, the Owner shall remain liable to the Association for all damage, costs and expenses arising out of the Construction work.
- F. Prior to starting Construction work, the Owner shall ensure that all contractors provide the Association certificates of comprehensive liability insurance of at least one million dollars (\$1,000,000.00) per occurrence and in the aggregate, and workers compensation insurance in at least minimum statutory amounts. Such certificates shall name the Association and Manager as an additional insured and state that such insurance cannot be canceled absent thirty (30) days written notice to the Association and Manager.

The only exception to this requirement is for those contractors who have formally rejected Workers' Compensation coverage in accordance with Colorado State Law, due to fact that the contractor performing work is a sole proprietor, or is a partner, corporate officer or member of an LLC who is at least a ten percent (10%) owner of the business and participates in the daily operations and/or management of the business, and the contractor has properly registered with the State of Colorado as having rejected such coverage. Rejection of coverage is accomplished by completing the Colorado Department of Labor and Employment Division of Workers' Compensation Form WC043, "Rejection of Coverage by Corporate Officers or Members of a Limited Liability Company (LLC)," a copy of which form is available at:

<https://www.colorado.gov/pacific/cdle/forms-3>

The Association must be able to verify such formal rejection of coverage on the State of Colorado website: <https://dowc.cdle.state.co.us/WCCCompliance/>

- F. Owners/contractors must pad equipment and materials so as to protect Common Elements, including hallways, stairways and elevator.
- G. Owners must use and pay the cost of having the Association's preferred HOA System consultant for all work that requires moving, altering, shutting down, or isolating such HOA System in connection with the Construction.

**5. HOURS.** Construction hours are Monday through Friday 8:00 a.m. to 6:00 p.m., Saturday 9:00 a.m. to 6:00 p.m., excluding the following holidays: Christmas Eve through New Year's Day, Thanksgiving, President's Day, and except for emergencies and specific Board-approved exceptions, in which case the owner/contractor must immediately notify the Manager, and then the only Construction allowed is the minimum amount necessary to avoid such harm.

**6. CLEANING COMMON ELEMENTS.** All Common Elements (including garage, walkways, elevator, lobby and hallways) must be cleaned daily and cleared of all debris by 6:00 p.m.

**7. STORAGE OF CONSTRUCTION MATERIALS.** Construction materials may not be stored in Common Elements, the parking garage, or in public areas adjacent to the building except with the express written permission of the Manager.

**8. DISPOSAL.** Disposal of Construction materials, equipment, appliances (collectively, "Construction Debris"), is subject to the following:

- All Construction Debris must be removed from the building by the owner/contractor.
- No Debris may be left in any Common Element overnight.

- The building's trash facility and pollycarts may NOT be used for Construction Debris.
- The location of any dumpster and the duration of its use are subject to prior written approval of the Manager.
- To limit impact from outside dumpsters on retail occupants, Owners/contractors may not use outside dumpsters for disposal of Construction Debris except when the Gondola is closed.
- Construction dumpsters must be emptied immediately when full and may not be allowed to overflow. No food may be put in construction dumpsters.
- Owner/Contractors may use trucks to haul away Construction Debris, but they must coordinate use of trucks with the association's manager on at least 48 hours prior notice. The times and duration of truck use is subject to the Manager's approval.

**9. DAMAGE.** The Owner is responsible for costs related to damage to, and cleaning of, Common Elements to the extent caused by the Owner's/contractor's Construction activities.

**10. BACK OF THE HOUSE ACCESS.** All Owners and their contractors and subcontractors shall not access to any back of the house areas without specifically coordinating such access with Management. Management may require that any such access be accompanied by Management or other personnel.

**11. CONDUCT.** The Owner shall ensure that its contractors conduct themselves in a professional and respectful manner towards all Association and management personnel. Failure of Owner and/or its contractors or subcontractors to comply with this provision shall be grounds for the Association to terminate the Association's approval of the work and immediately cease the work, as well as grounds for monetary penalties imposed against the Owner and the Unit.

**12. NOTICE.** Written notice hereunder includes facsimile and email.

**13. GOVERNMENTAL REGULATIONS.** Owners/contractors must comply with all Mountain Village approved Construction hours and other building department regulations. Owners/contractors shall have the work performed in a good and workmanlike manner, and in compliance with all applicable building codes. Owner's contractors shall have all appropriate governmental licenses, including plumbers' and electricians' licenses, as well as Town of Mountain Village business licenses, and shall provide Manager with a copy of such licenses prior to commencement of work. Owner shall be responsible for obtaining all required governmental permits and licenses for the Work, including but not limited to building permits, and shall provide Manager with a copy of such permits prior to commencement of work.

**14. ENFORCEMENT.** Failure to comply with these regulations will result in charges to the Owner of the Unit subject to Construction, including fines of up to \$200 per day for violations,

and reimbursement of costs of collection, including legal fees. Prior to levying a fine, the Association will give the Owner written notice of violation and an opportunity to be heard before the Board.

## CERTIFICATION

The foregoing Rules were duly adopted by action of the Board of Directors, after notice to all Owners and reasonable opportunity to comment.

Blue Mesa Lodge Condominium Association, Inc., a Colorado nonprofit corporation

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Thomas James Scruton, President

**Signature:** Thomas J Scruton  
Thomas J Scruton (Jun 18, 2021 13:11 MDT)

**Email:** scrutonize@gmail.com