

Timber Ridge Condominium Association – Short-Term Rental (STR) Policy

1. Authority and Purpose

This Policy is adopted under the authority of:

- Section 4.3 of the Timber Ridge Corporation, A Condominium Association (the “Association”) Amended and Restated Declaration (2019) permits renting Units without any restriction on the length of each lease.
- Section 4.4, authorizing the Board to establish rules governing Units and Common Elements.
- Section 20.2, granting rights to enforce rules for violations.
- Section V of the Timber Ridge Governance Policies (2013) outlines procedures for rule enforcement, including handling complaints, notices, hearings, and fines.
- Section 4.5.13 of the Declaration (Amendment dated June 2025), which prohibits the use of wood-burning fireplaces and stoves.
- Colorado Common Interest Ownership Act (CCIOA), C.R.S. § 38-33.3-302, § 38-33.3-302.5, and § 38-33.3-209.5, authorizes HOAs to regulate and enforce rules for the use of Units, impose fines, and ensure due process.

The City of Aspen regulates STR activity and requires Owners to obtain and maintain a valid STR permit to operate a STR. This Policy clearly outlines the Association’s rules, owner reporting requirements, and penalties for violations related to STR activities. Owners are entirely responsible for ensuring their Units comply with all relevant laws and regulations concerning STR use.

Timber Ridge Condominium Association – Short-Term Rental (STR) Policy

2. Definition of Short-Term Rental

For this Policy, a Short-Term Rental (STR) is any lease, rental, or occupancy of a Unit for consideration (monetary or non-monetary) for less than 28 consecutive days. This includes exchanges, barter, or any other arrangement that grants occupancy rights for fewer than 28 days.

All Unit Owners must possess a valid City of Aspen STR permit for all periods when a Unit is offered or operated as a short-term rental.

3. Annual Association STR Registration and Compliance Review

Owners who operate, or intend to operate, a Unit as an STR must complete an annual STR registration with the Association in connection with the City of Aspen STR permit application or renewal process. The Association may take enforcement action under this Policy, including point assessments, fines, and suspension of STR activity, if the Owner has unresolved violations, unpaid fines or assessments (including City of Aspen fees, lodging taxes, or Association assessments), or if the City has revoked, suspended, or denied the STR license.

Any STR activity conducted without a valid City of Aspen STR permit is a violation of this Policy and may result in points, fines, and suspension of STR activity under this Policy.

3.1 Association STR Registration Requirements

Each year, any Owner seeking to operate a Unit as a Short-Term Rental must submit the following information to the Association's Manager:

- Name and contact information of Owner and designated 24/7 local responsible agent(s) who can respond within 60 minutes to complaints or emergencies.
- Name(s) and contact information for local property manager(s) or rental agency(ies) involved.
- As may be required by the City of Aspen, proof of liability insurance that explicitly permits and covers STR activity in the Unit.
- A signed self-certification stating:
 - The Owner has read, understood, and will comply with this Policy and all Association rules.
 - The Owner will comply with all City of Aspen STR regulations, including safety requirements (such as fire extinguisher, working smoke and CO detectors, adequate heating), and payment of all City fees, lodging taxes, and Association assessments.
 - The Owner has provided a copy of Association rules and this Policy to all property managers and STR guests.

Timber Ridge Condominium Association – Short-Term Rental (STR) Policy

Owners remain fully responsible for complying with all laws, regulations, and safety requirements related to STR activity. They must take all necessary steps to ensure their tenants adhere to the Rules & Regulations of the Association and the use restrictions in the Amended and Restated Condominium Declaration for Timber Ridge Corporation, recorded on September 20, 2019, at Reception No. 658867 with the Clerk and Recorder for Pitkin County, as amended from time to time.

4. Violation Point System

Violations of the Association's Rules & Regulations or the use restrictions outlined in the Amended and Restated Declaration are assigned points and monitored over a rolling 12-month period. The examples listed below are illustrative and not comprehensive. The Board has the discretion to assign points for conduct that is reasonably similar in nature, severity, or impact. Owners are responsible for ensuring that guests and managers follow all rules; violations by guests are credited to the Owner.

4.1 Minor Violations – 0.5 Points Each

Examples include, but are not limited to:

- Smoking in prohibited areas.
- Trash violations (unsecured trash, failure to use bear bars).
- Improper parking or minor nuisance behavior.
- Other low-level violations of City of Aspen STR rules causing inconvenience or disruption.

4.2 Major Violations – 1.0 Point Each

Examples include, but are not limited to:

- Noise violations during Aspen quiet hours (10 PM – 7 AM).
- Unauthorized pets in Units or common areas, subject to the limited cure procedure in Section 4.4.
- Repeated minor violations within a single rental period or year.
- Allowing occupancy beyond the City-permitted maximum for the Unit.
- Failure to provide Association rules and STR Policy to guests or managers.
- Failure to post STR permit number as required by City ordinance.
- Any conduct causing significant disturbance to residents or violating Aspen STR ordinances.

4.3 Significant Violations – 3.0 Points Each

Examples include, but are not limited to:

- Use of a woodburning fireplace or woodburning stove in any Unit, in violation of Section 4.5.13 of the Declaration (Amendment dated June 2025).
- Providing false or misleading information in the Association STR certification.
- Any conduct creating a material safety hazard or substantial risk to persons or property.

Timber Ridge Condominium Association – Short-Term Rental (STR) Policy

4.4 Limited Cure Period for Unauthorized Pets

If an unauthorized pet is discovered in a Unit or on the Property, the Association will give a limited cure period before assessing a violation, subject to the following conditions:

- Upon notice from the Association or its managing agent, the Owner will have up to **three (3) hours** to remove the unauthorized pet from the Unit and Property.
- If the unauthorized pet is completely removed within this three-hour window and no further related rule violations happen, no incident will be recorded.
- This limited cure period applies to **no more than two (2) unauthorized-pet incidents per Unit within any rolling twelve (12) month period.**
- After the second cured incident within a rolling twelve-month period, any subsequent unauthorized-pet incident involving that unit may be considered a violation without a cure period.

The cure period does not restrict the Association's ability to demand immediate removal of any animal that poses a safety threat, causes significant disturbance, or damages the Property. It also does not prevent the Association from pursuing reimbursement for any such damages.

To clarify, nothing in this Section 4.4 changes the requirement that all animals in the building must be disclosed to and approved by the Association Manager beforehand, and the Owner remains responsible for all actions of their guests and any animals brought to the Property.

Nothing in this Policy restricts the rights of individuals with disabilities under the Americans with Disabilities Act or the Fair Housing Act; however, the Owner must still notify and coordinate with the Association Manager regarding any qualified service animal.

5. Consequences of Reaching 3.0 Points or Egregious Violations

If an Owner accumulates 3.0 points or more within a 12-month period:

- Suspension of the Owner's ability to offer, advertise, or operate the Unit as a Short-Term Rental for a period of up to twelve (12) months.
- Fines or other enforcement actions under Section V of the Governance Policies and Section 20.2 of the Declaration, in compliance with applicable Colorado law and the Association's Enforcement Policy.

Timber Ridge Condominium Association – Short-Term Rental (STR) Policy

For egregious violations that pose an immediate risk to health, safety, property, or community welfare, the Board reserves the right to suspend STR activity for a reasonable period immediately, and to impose other enforcement actions without waiting for 3.0 points to accumulate, provided that the Owner is afforded notice and an opportunity for a hearing consistent with the Governance Policies.

Suspension of STR activity under this Policy is adopted as an enforcement remedy pursuant to Sections 4.4 and 20.2 of the Declaration and the Association's Governance Policies. It does not amend or waive any provision of the Declaration.

Any suspension of STR activity will be imposed prospectively and will not be based on conduct occurring before the effective date of this Policy.

6. Hearing and Appeal

If, under this Policy, the Association imposes an enforcement action that includes suspension of STR activity, assessment of points, or fines, the Owner may appeal the Board's decision by following the procedure outlined below.

1. Hearing: If requested within 15 days after the Association issues written notice of the enforcement action, the Owner is entitled to a hearing regarding that decision. Within a reasonable time after the Owner submits a written request for a hearing to the Association's manager, the Board shall conduct a hearing, providing the Owner a fair opportunity to be heard on whether the enforcement action was justified under this Policy.
2. Decision: After the hearing, within a reasonable time frame set by the Board, the Board shall decide whether to confirm, modify, or rescind the enforcement action. When giving written notice to the Owner about the Board's decision, the Board shall also inform the Owner whether any suspension of STR activity remains in effect and, if applicable, any action the Owner needs to take to restore eligibility to operate the Unit as a STR.

7. General Provisions

- Owner Liability for Costs: As stated in Section 20.2 of the Declaration and Section V of the Governance Policies, Owners are responsible for all costs of enforcement, including reasonable attorneys' fees and expenses incurred by the Association in connection with violations of this Policy.
- Limitation of Liability: The Association does not inspect Units, verify the accuracy of information provided by Owners, or certify safety, code compliance, or legality of STR activity. Any City of Aspen STR permit is issued solely by the City. The Association's adoption and enforcement of this Policy, and any communications with the City of Aspen regarding STR activity, do not create any warranty or representation of fitness, habitability, legality, or safety of any Unit or STR use.
- Evidence Standard: The Board may rely on any credible evidence, including but not limited to written complaints, photographs, city reports, or manager observations, in determining violations.

Timber Ridge Condominium Association – Short-Term Rental (STR) Policy

- Enforcement Consistency: This Policy will be enforced consistently and uniformly for all Owners to the extent practical, in line with the Association's non-discrimination obligations under fair housing laws.
- Non-Waiver: Failure by the Board to enforce any provision of this Policy in one instance does not waive the right to enforce it later.

8. Policy Updates

This Policy is adopted under existing authority in the Amended and Restated Declaration and applicable Colorado law and may be amended by the Board from time to time as the Board determines is reasonable and necessary pursuant to its authority under the Declaration and CCIOA.