

CHATEAUX AMENITIES - RULES AND REGULATIONS

Adopted by the Chateaux Board of Directors at its June 29, 1990 Board of Directors' Meeting and Amended at its March 2, 1991, June 14-15, 1991, June 28-29, 1993, March 2, 1996, June 29, 1996, March 1, 1997, August 8-9, 1997, March 5-6, 1999, December 27, 2000, January 18, 2003, January 24, 2004, July 10, 2004, August 11, 2006, July 21, 2007, January 19, 2008, August 2, 2008, August 17, 2012, and February 4, 2014 Board of Directors' Meetings.

Since the Chateaux Condominium Association owns various amenities for the use of its owners and guests; and, since those amenities are determined by the Board of Directors to be a valuable and necessary asset of the Association and should have reasonable rules and regulations concerning their use; therefore, the Board of Directors adopts the following:

COMMON AREAS:

1. Residents must inform management prior to their anticipated arrival. All residents must register upon arrival and prior to entry in to their condominium on their scheduled date.
2. Common areas must remain clear of personal property at all times, passenger vehicles in authorized parking areas excepted. Common areas include parking lot, swimming pool area, perimeter of buildings, common area hallways and stairways.
3. Common areas will be used in a manner respecting the rights and privileges of other owners, tenants, and guests.
4. No trash, debris or refuse shall be deposited in the common areas, except inside the trash containers provided by the Association.
5. Use of the washers and dryers will be limited from 8:00 AM to 10:00 PM daily.
6. No obnoxious, loud, or offensive activity of any nature shall be allowed at any time in the common areas or within the condo units. Each condo owner, guest, invitee, or lessee shall occupy and use the both the common areas and condo units in a manner that is not offensive to other condo owners, guests, invitees, or lessees.
7. Any damage to the common areas caused by the owner or owner guests shall be repaired at the expense of that owner.

CONDOMINIUM INTERIORS/BALCONIES:

1. No motorized vehicles shall be stored at any time in the condo interior.
2. In the event of any situation causing damage to a neighboring condominium or association common element, management must be notified immediately in order that they may attest to proper mitigation of the affected property.
3. No flammable or poisonous products shall be stored within the condo units at any time, small amounts of cleaning materials excepted.
4. Balconies must remain clear of all items except patio furniture and properly maintained plants. Recreational equipment such as skis must be stored inside the condominium. Bicycles must be stored in outdoor bicycle racks or bicycle storage closets and are not allowed in the hallways, condos, or on balconies. Balconies must be clear of rubbish, clothes, laundry, sheets, blankets, etc and must be kept in a neat and clean manner.
5. Patio furniture must be wood log or dark colored iron. Wicker, plastic and upholstered furniture is not allowed.
6. Each owner and the occupants of a condo unit shall maintain or cause to be maintained, in good condition and repair, his/her condo unit and all of the fixtures therein.
7. Smokers, charcoal and other solid fuel burning grills are not permitted in any interior, balcony or common area. Gas grills are allowed but maintenance is the responsibility of each owner; careful attention must be paid to the grease trap to avoid attracting wild life. While grilling, care must be used to avoid any nuisance to fellow occupants.
8. All windows must be covered with appropriate window treatments. Appropriate window treatments include blinds, interior shutters, drapes, cellular shades, custom or manufactured curtains, and sheers and must be in

good working condition. Inappropriate window treatments include but are not limited to flags, blankets, sheets, and appropriate items that are not in good working condition.

9. Unit's Owners may display American Flags, no larger than 40 sq.ft, in windows and on decks if the display complies with the Federal Flag Code, 4 U.S.C. 4 to 10. Owners may also display Service Starts in windows on their units. Political Signs** 6 square feet or less may be displayed in unit windows not more than 30 days prior to election and must be removed no later than 3 days after election.
10. Owners must provide proof of liability and content insurance for the interior space of their condominium to the association, through the managing agent, annually or more frequently as changes in coverage are made to the homeowner's policy.

CONDOMINIUM RENOVATIONS:

1. No owner may install any plumbing, wiring or air conditioning/heating equipment without the express written approval from the Management Company.
 - a. Before *any* construction is to begin the homeowner or their agent is required to send a written letter to the Management Company, specifying - in detail - the extent of the project with a beginning date as well as an ending date of the project. Construction can only begin *after* the owner receives written - and signed - permission from the Management Company. Construction request letters can be mailed to Property Manager, P.O. Box 5242, Mt. Crested Butte or hand delivered to the office located at 701 Gothic Rd. in Mt. Crested Butte.
 - b. Owner, and/or their agent, agrees that any and all construction within their condominium will be completed within a six month time period, unless written permission to continue construction past the six month period is granted through the Management Company.
 - c. Any Plumbing, Electrical, or Structural modifications within a unit is required to have all necessary building permits (as per local building codes), and any necessary inspections completed in a timely and legal manner.
 - d. All construction contractors and subcontractors are required to have liability insurance and a Declaration of Independent Contractor Status Form (Also known as, Worker's Comp Form). Proof of current liability insurance and the Worker's Comp Form is to be completed and included with the construction request letter.
 - e. Absolutely no homeowner or tenant is to perform any maintenance and/or construction on any Chateaux common areas, nor use any part of the common area for personal construction work, or use any common area electrical power.
 - f. The owner is required to supply a construction dumpster at the owners expense. Such dumpster shall be covered at all times. Any trash that overflows from the dumpster is the responsibility of the owner. If any trash outside the dumpster is not disposed of properly the HOA management company will remove the trash at the owner's expense. All dumpsters are to have the homeowner's condo number and direct contact phone number located on or near the dumpster. If the owner does not furnish their own dumpster, then all construction debris has to be removed immediately from the Chateaux property by the owner, and/or their agent, at the owner's expense.
 - g. Absolutely no construction debris is to be placed in the Chateaux common dumpster. Waste Management will charge a hefty fine for any construction material found in the common dumpster. *Please help keep your HOA dues down by not disposing of any construction material in the Chateaux common dumpster.*
 - h. No construction materials, tools, or debris is to be stored or placed in Chateaux common areas (i.e. hallways, parking lots, etc.)
 - i. At the request of the Board of Directors and/or their agent, the owner will grant access to the construction project within 24 hours of the Boards and/or agents request.
 - j. Renovations, which emit noises or odors, shall be restricted to performing the work between 8:00 AM and 8:00 PM daily. Reasonable work ethics shall be followed at all times during the renovation.

PETS/ANIMALS:

1. Guests' or renters' pets are not permitted in any condominium unit or in the common areas at any time, except for Seeing Eye dogs as per Federal Regulations.

2. Owners may bring up to 2 dogs to their condo from May 1 through November 30, as well as during the Winter Season, December 1 through April 30 for up to two weeks at a time, upon notifying management by email.
3. Owners may have an indoor cat at any time during the year.

PARKING:

1. All authorized vehicles must be properly permitted by Association management prior to parking in the parking area. Permits must be appropriately displayed for easy viewing. Usual display of the permit is attachment to the inside rear view mirror.
2. Not more than two motor vehicles (cars, trucks, and vans only) shall be allowed on the property for each condo unit.
3. No motorized vehicles shall remain parked upon the property unless the same is in good working order and used for actual transportation.
4. No recreational equipment or trailers shall be parked, stored or maintained on the property by any owners, guests, or renters. Temporary parking, not to exceed four days, of such vehicles must be approved by management and be properly permitted.
5. Designated parking areas are the only areas in which parking is permitted. Vehicles parked in non-designated areas may be towed at the owner's expense.
6. No commercial vehicles and no trucks shall be parked on any road within the Condominium Project except when temporarily engaged in transport to or from a condominium unit. For the purpose of this Rule, a $\frac{3}{4}$ - ton or smaller vehicle, commonly known as a pickup truck, shall not be deemed to be a commercial vehicle or truck. The exception to this rule is an emergency vehicle meeting the following criteria:
 - a) Any unit owner required by his or her employer to have an emergency vehicle at his or her residence during designated times AND
 - b) The vehicle weighs ten thousand pounds or less;
 - c) The unit owner is a member of a volunteer fire department or an emergency service provider*;
 - d) The vehicle has an official emblem or visible markings of an emergency service provider; and
 - e) Parking the vehicle will not obstruct emergency access or interfere with the reasonable needs of the other residents to use the community's drives and parking.

SWIMMING POOL AND CLUBHOUSE:

1. The normal hours of operation of the amenities shall be from 10:00 a.m. to 9:30 p.m.
2. The amenities shall be closed during those periods of time when occupancy does not warrant them to be open.
3. The Clubhouse may be used by Owners staying at the Chateaux at a minimal cost and must be reserved in advance for such usage by contacting the management company to make such reservations. It shall be the obligation of any such owner to clean up the Clubhouse after such usage or to pay to have such cleanup done or to pay for damage done to the facility.
4. There shall be no glassware used in the area of the pool, sauna or hot tub.
5. The Clubhouse may be rented out to individuals who may be renting units at the Chateaux only upon the payment of a reasonable rent and/or damage deposit to be assessed by the management company.
6. Any child 12 or under must be supervised by an adult when using the pool and hot tub.
7. All guests, owners and tenants must provide proof of occupancy to use the Chateaux Amenities.

UTILITIES:

1. No owner shall allow the ambient temperature in such owner's unit to fall below 50 degrees Fahrenheit.
2. Electric service shall be maintained to each unit between October 1 and June 1.
3. In order to prevent sewer gas from accumulating, each owner shall at all times maintain water and/or sewer service to such owner's unit.
4. FINES. For each day, or part thereof, that a violation this section, the Board may, after notice and an opportunity to be heard, levy a fine of \$100.00 per day.

GENERAL:

1. Owners who rent their units are required to submit a resort fee/user fee to the Association for each rental day or month. The fee is set at \$7.00 per night for daily rentals and \$20.00 per month for monthly rentals.
2. Owners who rent their condos to long-term rents or whose condo is not in a rental pool are responsible for informing their tenants of the Rules and Regulations.
3. Each owner, guest, invitee, and lessee shall comply with and abide by all Rules and Regulations set forth above and as the same may be amended or adopted by the Board of Directors from time to time. The above Rules and Regulations shall in no way amend or alter the Articles of Incorporation, Condominium Declarations or Bylaws of the Association, but shall only be supplemental thereto.
4. Unreasonable noise outside the hours of 8:00 AM to 10:00 PM that is disturbing to others is expressly prohibited. Such noise includes, but is not limited to music, loud conversation, television or radio sound, automobile horns and engine noises.
5. All owners, guests, and renters are subject to a penalty of \$100 per day after being notified in writing by Management that they are in violation of Rules and Regulations. The penalty will be enforced 48 hours after delivery of the written notice if the violation is not corrected.
6. Violation(s) of any of the above Rules & Regulations by Owners, Guests of Owners, or renters, long term or otherwise placed in a condominium unit by the owner or an agent of the owner other than the current Manager of the Association, may result in the imposition of reasonable fine(s) or other charges and penalties against said Owner.

Before any such fine is imposed, the Board of Directors, through its Managing Agent, shall give written notice of a hearing before a committee consisting of not less than one member of the Board of Directors, to be held within seven (7) days from the date of such notice. A representative of the Managing Agent shall sit on and participate in the hearing but shall not have a vote in the disposition of alleged violation. The notice shall be deemed properly given when mailed, postage prepaid, to the Owner's last known address. The notice shall describe the alleged violation(s) enumerated, the proposed fine, the date and time of the hearing, the place of the hearing (including the possibility of having the hearing by telephonic means).

The Owner so notified may be present and shall have an opportunity to be heard at said hearing or may have a designated person as his representative at said hearing. If the notice is to be by telephonic means, the Owner or its representative must supply to the Managing Agent a telephone number where said person may be reached no later than 72 hours before the time of said hearing. Appeal from any decision of the Board of Directors by the Owner shall be to the Gunnison County Court or District Court of the State of Colorado depending on the amount of the fine and the jurisdictional requirements of each Court.

Any fines, charges, or penalties imposed by the Board of Directors shall be and constitute an assessment against the unit and the Association shall have a lien and all legal rights and remedies therefore.

* “Emergency Service Provider” The statute defines as “a primary provider of emergency fire fighting, law enforcement, ambulance, emergency medical, or other emergency services.”

** “Political Signs” A sign 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.”