

**RULES, REGULATIONS and POLICIES
FOR
SNOWCREST CONDOMINIUM ASSOCIATION**

The following Rules, Regulations and Policies are provided by the Board of Directors of Snowcrest Condominium Association pursuant to the Snowcrest Condominium Declaration, and the Articles and Bylaws of Snowcrest Condominium Association.

Each owner, guest, invitee or lessee agrees to comply with and abide by all Rules and Regulations set forth below and as the same may be amended or adopted by the Board of Directors from time to time. These Rules and Regulations shall in no way amend or alter the Articles of Incorporation, Condominium Declaration or Bylaws of the Association, but shall only be supplemental thereto

Enforcement of The Snowcrest Rules and Regulations shall be by the assessment of fines and/or by corrective measures taken by the Management Company. The Condominium owner is solely responsible for fines and costs associated with corrective measures being taken; no matter whether the violations were committed by the unit owner, guests, invitees or lessees.

1. GENERAL

Each owner or occupant of a condominium unit shall maintain it in good condition and repair, including all of the fixtures therein, and shall promptly pay all charges for utilities separately metered to each unit.

External modifications may only be made to units with prior written approval from the Board of Directors. Requests for modifications shall be made in writing stating the scope of the modifications along with detailed description of all materials intended for use. This includes, but not limited to; windows, storm doors, vents and flues. Prior to internal modifications to the floor plan, plumbing or wiring written notification to the Board of Directors is required along with copies of all required City Permits.

As defined; the main unit entry door is considered a limited common element. All other exterior windows, glass patio doors and other doors are considered the unit owners responsibility for maintenance, repair and replacement. Written approval is required for replacement the same as any other external modification.

When the interior of a unit is modified and the modification is visible from the outside, window treatments, (blinds, shades) must be installed.

All interior window treatments are to be of a neutral color and manufactured for that purpose. Blankets, sheets, clothing and other items not manufactured for the purpose of window treatments are not allowed.

Purchasing and stacking of firewood is the responsibility of each Condominium Unit. Within 24 hours all firewood deliveries shall be removed from common element drives and open space and the area cleaned of debris.

2. PARKING AND MOTOR VEHICLE POLICIES

Subleasing of garage space-Owners cannot sublet their garage to anyone other than another Snowcrest owner unless the lessee is also renting the condominium, on either a short or long term basis.

To ensure appropriate parking in the lot is provided for all Owner Occupants, Long Term Tenants and Guests of the Association, a valid permit must be displayed on each vehicle at all times. Violator's vehicles will be removed at owner's expense. Rental guests will be allowed 1 permit when units have a

garage and a maximum of 2 permits for units that do not have a garage. Permits will be provided by the company managing the short term rentals for that unit.

Annual tags-Owners can obtain plastic permits through the current property manager; these will expire April 30th of each year. Lost permits can be replaced for an additional fee as established by the Management Company.

No more than two motor vehicles shall be kept, maintained or allowed on the property for each residential condominium unit, including assigned unit garages. Unit owners will be issued 2 parking permits, but unit owners with garages are eligible to receive just one permit. No unit owner, guest, invitee, contractor employee or lessee shall park their motor vehicles in a way that may obstruct access of any drives, loading zones, or other condominium unit or garages.

Parking and motor vehicle violations are subject to immediate removal, without notification. The costs for towing and storage of removed vehicles will be the responsibility of the vehicle's owner. Reoccurring violations may cause the unit owner to additionally be assessed fines.

No motor vehicle shall remain parked upon the property of Snowcrest Condominiums unless the same has current valid license plates, is in good working condition, and used for actual transportation.

No motor vehicle shall be parked within one parking location for longer than 10 days. Violator's vehicles will be removed at owner's expense.

All vehicles shall be cleaned of snow, including the entire parking space surrounding the vehicle within 24 hours. Violator's vehicles will be removed at owner's expense

No motor vehicles are allowed on the lower levels of Snowcrest Condominiums with the exception of deliveries of furniture, appliances and Contractor supplies. Access to the lower level made be arranged through the Management Company. Access may be denied due to muddy conditions.

All Contractors are required to comply with the Association Motor Vehicle Rules.

3. RECREATIONAL EQUIPMENT

No recreational equipment shall be parked, stored or maintained by any unit owner or long term tenant upon the exterior property of Snowcrest Condominiums.

Recreational equipment is defined to mean boats, snowmobiles, campers or trailers of every nature and description, tents or other similar equipment or devices.

Non-recreational trailers may be temporarily parked and counted as one of the two allowed vehicles per unit. This temporary parking is limited to a one week period. Any extensions to this period must be approved by the Board of Directors. Violator's vehicles will be removed at owner's expense

4. ANIMALS.

No animals or pets of any nature shall be allowed, kept or maintained at Snowcrest Condominiums with the exception that each unit may have a maximum of two dogs or cats (2 animals total), and only when at least one of the deeded unit owners are physically in residence at the time, so long as each pet is not a nuisance, obnoxious or troublesome to any other unit owner or guest. The right to maintain two dogs or

cats as herein set forth shall be subject to the following conditions and reservations. Violations will be subject to fines assessed to the Condominium unit owner and/ or removal of the pets.

The owner shall assume full responsibility and liability for any damage to persons or property caused by their pet

Owners must be physically present when animals are outside of individual units and on Snowcrest property

Guests, invitees and lessees of unit owner shall not be permitted to keep or maintain any pets on the condominium property. Individual unit owners do not have authority to allow guests, invitees and lessees to keep pets. Short term guests of the Managing agent shall not maintain pets on the condominium property.

Subcontractors of unit owners or managing company shall not maintain any pets on the condominium property.

All dogs are required to be on a leash while on association property. Pets not on a leash will be reported to local authorities and will be subject to pickup.

Each pet owner is responsible for picking up their pets waste.

The above privilege to maintain pets upon the Condominium property is subject to revocation and termination at any time by the Board of Directors upon their sole determination that such pets' behavior or their owner's negligence has created a nuisance to other unit owners. This includes but not limited to excessive barking, vicious behavior, running loose, and failure to clean up waste.

5. NUISANCES AND NOISE LIMITATIONS

No obnoxious, excessively noisy or offensive activity of any nature shall be allowed on Snowcrest property or within Snowcrest Condominium units at any time day or night. Each unit owner, guest or lessee shall use their condominium unit and common area property in a manner that is not offensive to other unit owners, guests, invitees or lessees. This includes but not limited to the use and operation of remote controlled Drones, airplanes, helicopters and vehicles.

General noise levels which disturb other unit owners, guests or lessees shall not be permitted between the hours of 10:00 PM and 8:00 AM.

6. HOME OCCUPATIONS

No home occupations/business of any nature shall be allowed within Snowcrest Condominium Units including garages. No signs, advertisements or notices shall be exhibited, inscribed, painted or fixed on any part of the outside or inside of the buildings by any owner, except as allowed by state legislation.

7. TRASH

All trash, debris and refuse shall be deposited within trash containers provided at the central trash location designated by the Association.

No large furniture, mattresses, refrigerators, ranges, dishwashers or other large appliances shall be left at the central trash location without prior arrangements for special pick-up. Any associated costs for special pick-ups are the responsibility of the homeowner.

No fires or the burning of any trash, debris or materials shall be allowed outside of any unit within Snowcrest Condominiums except by written permission of the Board of Directors, Fire Department and in compliance with the applicable Regulations of Mt. Crested Butte and Gunnison County, Colorado.

Construction debris from repairs and remodeling is the responsibility of the unit owner. The Contractor/ Sub Contractor shall provide for separate trash removal or dumpster and shall not use the common element trash facilities. Violations will be subject to fine assessments and all associated expenses created by the violation.

8. LOCKS/KEYS

The Managing Agent shall keep a pass key to all units for Emergency use only. No owner shall alter their unit entrance door lock or install a new or additional lock without informing the Management Agent and providing a new pass key.

9. COMMON AREAS, WALKWAYS, ENTRY WAYS, PATIOS AND DECKS

The common land areas of the general common elements shall be kept and maintained by the Association. The Association will also clear and maintain walkways and entry ways of snow and obstructions.

No individual shall place, keep or maintain any items of personal property thereon without prior written consent of the Board of Directors.

Use of any of the general or limited common elements will be made in such a manner as to respect the rights and privileges of other unit owners.

Use of general common elements, such as the barbeque grills, is provided by the Association for use of all owners, guests and lessees.

The patio/ deck areas shall be used only for the purposes intended and shall not be used for hanging garments, hanging other articles or for cleaning rugs. The patio/ deck areas shall not be used for storage of furniture, appliances, household articles or other items. Smokers, charcoal, and other solid fuel burning grills are not permitted in any unit interior or balcony. Only gas grills equipped with tanks weighing 2.5 lbs. or less (water weight, which is approximately 1 lb. in gas weight) are allowed on unit decks

No items except firewood, hanging plants and chairs shall be allowed or stored on the common element patio/deck areas. Any items placed on the patio/ decks must be pre-approved by the Board of Directors.

Units 26- 31 have additional restrictions, due to the direct visual exposure to the common area parking lot. These units are further restricted to only allow storage of firewood and/or pre-approved green patio chairs. Bicycles and other items cannot be stored, kept or maintained on these limited common element decks.

Storage of firewood or other private property on common element patio/ deck areas is at the owner's risk. The Association is not responsible for damage, theft or loss.

Bicycle storage shall be in the provided bicycle racks or stored out of sight within units.

10. HOT TUB

The Hot Tub hours are from 10:00 AM to 9:00 PM daily, Hot Tub may be closed during off seasons as needed for extended repairs or maintenance as determined by the Board of Directors.

No glass containers or pets are allowed within the Hot Tub area.

11. LIABILITY FOR DAMAGE

The cost for any repairs and/or clean up of common area elements and facilities that were caused by an owner, guests or lessees shall be at the expense of the unit owner.

The cost for any repairs and/or clean up of common area elements and facilities that were caused by a Contractor or Sub-Contractor performing work in a Snowcrest unit shall be at the expense of the unit owner. It is the owner's responsibility to collect any repair costs and/ or assessed fines from the Contractor/Sub-Contractor.

Garage owners must maintain proper liability insurance to cover the intended use of the garage.

12. FINES AND CORRECTIVE ACTIONS FOR RULES VIOLATIONS

Enforcement of The Snowcrest Rules and Regulations shall be by the assessment of fines and/or by corrective measures taken by the Management Company. The Condominium owner is solely responsible for fines and costs associated with corrective measures being taken; no matter whether the violations were committed by the unit owner, guests, invitees or lessees.

Corrective actions can be taken by the Management Company without notification when these corrections can be made for less than \$200. This includes, but not limited to; repairs and/or clean up of general or limited common elements, such as, decks and patios. The time and material costs for any corrective measures taken will be the unit owner's responsibility.

For each day, or part thereof, for violations to the Rules, Regulations and Policies, the Board may, after notice and an opportunity for the homeowner to be heard by the Board of Directors, levy a fine of up to \$200.00 per day.

13. APPLICATION PROCEDURE FOR SIGNAGE ON THE BRIDGE:

1. Applicant may submit a request to display a banner or sign on the bridge by email to the Property Manager, who will forward the request to the Board for formal approval.
2. Banner requests must include a graphic illustration of the banner, the size and the proposed time period for display. Maximum size allowed is 112" x 54".
3. Banners must be hung using existing hardware.
4. A fifty-dollar deposit is required, which is refundable upon the timely removal of the banner, removal date to be determined by the Board.

**The Snowcrest Association Board of Directors
Hereby approve and adopt the above Rules, Regulations and Policies.**

Most recently amended with a majority vote of the Board of Directors on August 28, 2018.