

THREE SEASONS CONDOMINIUM OWNERS ASSOCIATION, INC. RULES AND REGULATIONS

Since the Three Seasons Condominium Owners 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 has adopted the following:

COMMON AREAS

- 1) Three Seasons Condominiums' quiet hours are from 10:00PM until 8:00AM. This quiet period applies to common areas as well as unit interiors.
- 2) Balconies are limited common elements available for the use and enjoyment of unit occupants but maintained by the Condominium Association. In order to maintain the integrity and appearance of the balconies, they must remain clear of items including, but not limited to, trash, indoor furniture, vehicle parts, charcoal grills and smokers, and sporting equipment. The following items are allowed on balconies: appropriate outside balcony furniture; bicycles (see limitations regarding bike storage in Rule #4); coolers and ice chests (but only for 7 consecutive days); live plants and flowers (dormant or empty planters and pots must be stored out of sight when not in use). Also allowed on balconies: electric or gas grills with 2.5 lb. tanks or smaller (2.5 as measured in water weight is equal to approximately 1 lb. in gas weight); Maintenance is the responsibility of each owner; careful attention must be paid to the grease trap to avoid spilling grease on to the property below and attracting wild life. While grilling, care must be used to avoid any nuisance to fellow occupants.
- 3) Common areas must remain clear of personal property at all times such as, but not limited to: skis, luggage, household trash, auto parts, etc. ANY personal property that is left in common areas will be removed and the owner of the property will be fined. Passenger vehicles in authorized parking areas exempt. Common areas include the parking lot, swimming pool area, laundry room, game room, perimeter of building, north and south mall open areas and common area hallways and stairways, and other areas as defined by the Three Seasons Declarations.
- 4) Bicycles must be washed and dried before they are brought into the building. Bike storage on the balconies is limited to 2 on a 1 bedroom's deck and 4 on a 2 bedroom's deck. Bikes must be in working order, with no handle bars or tires over the railings. Storage racks will not be allowed on the balcony. Owners must request written approval from the Board, prior to installing a hanging rack from the floor rafters. In no case will mounting racks be permitted to be fastened to the siding or the stucco. If using the bicycle rack located in the north mall your bike needs to be registered at the front desk with the management company. The registration fee is \$5 and must be renewed annually. Bikes are not allowed to be left at the north mall bike rack for more than 30 days, unless the owner or tenant is living in their unit full time. There is limited space in the Three Seasons basement for owners who are not in residence to store bicycles for more than 30 days, inquire with management. Bikes without registration tags will be removed from the rack and sold or donated. Lock your bike, the HOA and property managers are not responsible for lost or stolen bikes or equipment.
- 5) Common areas or limited common areas will be used in a manner respecting the rights and privileges of other owners, tenants, and guests. Any complaints from owners, guests, or the property management will be dealt with fines or calling the proper authorities.
- 6) No trash, debris or refuse shall be deposited in the common areas. All trash and recycling shall be placed in the dumpster and recycling bins. Long term renters, those guests with stays over 29 days, need to remove all trash and recycling to the appropriate dumpsters provided in the parking lot. If the trash is left in the common areas the property management company will go through the trash to locate the name of the offender and fine the offenders.
- 7) Any damage to the common areas caused by the: property management company (their contractors or tenants), owner, owner guests, owner's contractors or sub-contractors shall be

repaired at the expense of the property management company or unit owner. The owner is required to inform the property management and/or the Three Seasons Board of the damage and the plan to repair. If the owner does not make the repairs as described by the Three Seasons Board, the Three Seasons Board shall make the repairs and charge the owner as per Federal and Colorado State law.

AMENITIES

- 1) The normal hours of operation of the amenities shall be from 10:00 a.m. to 10:00 p.m.
- 2) The amenities shall be closed during those periods of time when occupancy does not warrant them to be open or for extend times when service is needed.
- 3) Owners and owner's guests must be in residence at the Three Seasons complex in order to use the amenities. All owners, guests, and tenants must provide proof of occupancy as requested from the property management company or a board member to use the Three Seasons amenities. Long term tenants must occupy their guests at all times.
- 4) Any child **15** or under must be supervised by an adult when using the pool, hot tub, and sauna.
- 5) There shall be no glassware used in the area of the pool, sauna, or hot tub.
- 6) The Meeting Room may be used by Owners and Guests staying at the Three Seasons at no 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/guest to clean up the Meeting Room after such usage or to pay to have such cleanup done.
- 7) The Meeting Room may be rented out to non-owner/non-guests or individuals who may be long-terming units at the Three Seasons (rental for more than 29 consecutive days) only upon the payment of a reasonable rent and/or damage deposit to be assessed by the management company and/or the Three Seasons Board of Directors.

GENERAL

- 1) 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.
- 2) Owners, Guests, Short Term, or Long Term Tenants will be fined \$200.00 per incident plus the cost of materials and any contractor and/or fire department costs, for removing, damaging, and /or altering any part of the Three Seasons smoke/fire alarm system, including, but not limited to, any alarm and/or detector located within a residential or business unit.
- 3) All unit owners are required to mail general liability insurance certifications annually, or more often as changes are made, with general liability policy limits of no less than \$300,000 naming Three Seasons Condominium Owners Association as an additionally named insured to the HOA at P.O. Box 5037, Mt. Crested Butte, CO 81225.
- 4) Owners are required to give their friends, family, and long and short term tenants, and any other people that use their condo, the Three Seasons Rules and Regulations. All occupants are required to follow the Three Seasons Rules. Any fines will be charged to the unit owner.
- 5) Electric service shall be maintained to each unit at all times.
- 6) No owner shall allow the ambient temperature in such owner's unit to fall below 50 degrees Fahrenheit
- 7) 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.
- 8) The Board places owners on notice that the supply lines and water heaters older than 12 years must be replaced and at the time the water heater is replaced, the main shut off valve must also be replaced. There shall be water shut off valves inside the unit: One to the unit itself and one after the water heater - ALL shut off valves should be in good working condition at all times and easily accessible.
- 9) As of June 15, 2017 fires are not allowed inside the unit fireplaces that have been condemned by Mt Crested Butte Fire Department. If you have any question please contact the Three Seasons property manager.
- 10) No owner, guest, or tenant shall place or store firewood on their patio or deck.

- 11) No signs shall be exhibited, inscribed, painted or fixed on any part of the outside or inside of the buildings by any owner, including but not limited to For Sale signs, advertisements and notices. Standard "political signs" are allowed**.
- 12) All interior window treatments are to be of a neutral color and manufactured for that purpose. Blankets, sheets, clothing, flags and other items not manufactured for the purpose of window treatments are not allowed.
- 13) In the event of any situation causing damage to a neighboring condominium or association common element the Three Seasons property manager has the support of the Three Seasons Board to mitigate any further damage by entering a condominium without prior notification to the owner. The property management company will contact the condo owner within 24 hours of accessing the unit. If an owner or a guest discovers damage within their condo that might cause damage to the Three Seasons common property or another unit the owner or guest of the unit is required to contact the Three Seasons property manager immediately in order that they attest to proper mitigation of the affected property. The property manager will bill the HOA and the HOA will choose whether or not to bill one or more unit owners.
- 14) ONLY ELECTRIC GRILLS OR SMALL 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.
- 15) All appliances are required to have anti-tip brackets installed.
- 16) Units 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.
- 17) Nuisance odors on the 3 Seasons property are expressly prohibited, including but not limited to: smoking, cooking, grilling, construction, etc. Smoking is allowed 25 feet or more from the Three Seasons Building, and all trash, cigarette butts, and other items need to be disposed of in a safe manner.

** "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. 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.

PARKING

- 1) All authorized vehicles must be property 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. Vehicles not displaying a parking permit that can be read from the outside will be towed at owner's expense.
- 2) No commercial vehicles and no trucks shall be parked on any road within the complex except when temporarily engaged in transport to or from a condominium unit. For the purpose of this Rule 9, a 1 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 other 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.

- 3) All vehicles must be moved a minimum of once every seven days, or more frequently, as requested by the property manager for snow removal or parking lot maintenance purposes. If possible all signage informing the plan to plow the entire parking lot shall be posted at each common entry at least 48 hours before the vehicles are required to move from the Three Seasons parking lot.
- 4) No motorized vehicle shall remain parked upon the property unless the same is in good working order, has current license plates, and is used for actual transportation.
- 5) The Association reserves the right, during periods of high occupancy, to limit parking permits.
- 6) 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.
- 7) After a snow storm of more than 6", vehicle(s) are required to be cleaned of snow and moved to a plowed area within 12 hours of the snow storm so that all areas may be plowed.
- 8) Rental guests (short term and long term) will be permitted a maximum of 2 temporary parking permits per unit. Owners will be permitted a maximum of 2 parking permits per unit. Permits will be obtained through the building property manager. Lost permits can be replaced for an additional fee as established by the Management Company or HOA.
- 9) All Contractors are required to comply with the Association Motor Vehicle Rules.
- 10) Recreational equipment - No other types of transportation shall be permitted to be parked, stored, or maintained by any unit owner or tenant on Three Season's common area property for more than 14 days within a 90 day period. Temporary parking, not to exceed fourteen days, must be approved by management and be properly permitted. Other types of transportation includes, but not limited to: snowmobiles, boats, motorcycles, campers, trailers (of any length and of every nature and description), tents or other similar equipment or devices.

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

CONDOMINIUM RENOVATIONS

- A. No owner may renovate plumbing, wiring or air conditioning/heating equipment without the express written approval from the Management Company or the Three Season's Board.
- B. Before *any* construction that will have a total cost of \$1000.00 or more is to begin the owner or their agent is required to fill out and send the Application for Unit Improvement (<http://www.3seasonscb.com/documents>) 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 Three Seasons Board of Directors via the Management Company. Construction request letters can be mailed to Property Manager, P.O. Box 5037, Mount Crested Butte, 81224.
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.
- C. 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 or the Three Season's Board.
- D. 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.
- E. Absolutely no owner or tenant is to perform any maintenance and/or construction on any common areas or limited common areas, nor use any part of the common area for personal construction work, or use any common area electrical power.
- F. No construction materials or trash shall be placed on any balconies unless there is prior written consent from the property manager.
- G. The owner is required to supply a construction dumpster at the owners expense. The placement of the construction dumpster is by the direction of the property manager. 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 owner'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 Three Seasons property by the owner, and/or their agent, at the owner's expense.

- H. Absolutely no construction debris such as, but not limited to: lumber, cabinets, flooring, appliances, carpet, drywall, etc is to be placed in the Three Seasons 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 Three Seasons common dumpster.*
- I. No construction materials, tools, or debris is to be stored or placed for more than 4 hours in Three Seasons common areas (i.e. hallways, parking lots, etc.)
- J. 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.
- K. Renovations, which emit noises or odors, shall be restricted to performing the work between 8:00 AM and 6:00 PM – Monday - Friday. Reasonable work ethics shall be followed at all times during the renovation.

ANIMALS

No animals or pets of any nature shall be allowed, kept or maintained at Three Seasons Condominiums with the exception that each unit owner – whose name is on the deed, and that owner is in residence - may keep and maintain up to two (2) dogs or cats 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 per Federal and/or Colorado State Laws and/or removal of the pets.

- A. The owner shall assume full responsibility and liability for any damage to persons or property caused by their pet.
- B. Owners must be present when animals are outside of individual units and on Three Seasons property.
- C. 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.
- D. Subcontractors of unit owners or managing company shall not maintain any pets on the condominium property.
- E. 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 and fines.
- F. Each pet owner is responsible for picking up their pets waste. *Please help keep your HOA dues down by picking up after your pet!*
- G. The right to keep or maintain a pet upon the condominium property is subject to revocation and termination by the Three Seasons Board upon its sole determination that such pet is either vicious, annoying or a nuisance to other owners or guests. The Three Seasons Board will notify an owner in writing of the revocation of his or her right to have a pet on the condominium property and the reason(s) therefore.
- H. All owners must notify the management company in writing before keeping or maintaining a pet upon the condominium property together with the dates of arrival and departure of the pet. A photo of the pet and the pets name is to be emailed to the management company.
- I. The provisions of these rules and regulations shall be strictly enforced by the management company together with the Board of Managers of the Three Seasons Association.
- J. Trained assistance animals are allowed on premises in accordance with Federal Regulations.

HOME OCCUPATIONS

No home occupations/business of any nature shall be allowed within Three Seasons Condominium Units, unless the owner obtains written Board approval. 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.

TRASH

- A. All Three Seasons unit or common area trash, debris and refuse shall be deposited within trash containers provided at the central trash location designated by the Association.
- B. Commercial or unit owners producing more trash than accepted by the HOA Board will need to purchase and pay for their own dumpster *and* all fees including but not limited to tipping fees.
- C. 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 owner. Please call Waste Management for pick ups: 349-1033

LOCKS/KEYS

The condo owner must first obtain approval from the Three Seasons Board of Directors prior to replacing locks, and a working copy of the condo key will be needed for emergency purposes can either reside with the property management company and/or be located in a lock box. Included in the letter to the Three Seasons Board of Directors the owner shall direct the Board on whether or not the Three Seasons HOA property manager will possess the condo access key. The Board and/or the Three Seasons property manager will inform the owner the location of the lock box or where the property manager will be keeping the unit key.

FINES AND CORRECTIVE ACTIONS FOR RULES VIOLATIONS

- A. Enforcement of The Three Season's 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.
- B. If the costs for the corrective measures or the assessed fines are not paid within 30 days, the dollar amount will be added to next dues statement of the violating unit owner. These costs and/or fines will be subject to the same finance charges and property liens as delinquent dues and other assessments.
- C. Corrective actions and time limits to complete any work will be given to the owner of the offending condo by the Board of Directors or the Three Seasons property manager.

FINES. For each day, or part thereof, for violations to the above Rules and Regulations, the Board may, after notice and an opportunity to be heard, levy a fine of up to \$100.00 per day.

Violation(s) of the above Rules and 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 management of the Association may result in the assessment of reasonable fine(s) against said owner. **Per Colorado Law:** Before any such fine is imposed, the Board of Managers, through its Managing Agent, shall give written notice of a hearing before the Board of Managers, to be held no less than thirty (30) days from the date of such notice. The notice shall be deemed properly given when mailed, postage prepaid, to the owners last known address. The notice shall provide 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 noticed may be present and shall have the opportunity to be heard at said hearing or may have a designated person as their 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 Managers 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.

The Rules and Regulations are adopted under authority of the Colorado Common Interest Ownership Act (Article 38-33.3 of the Colorado General Statutes), Senate Bill 05-100 and the By-Laws of the Three Seasons Condominium Owners Associations.