

**GATEWAY
CONDOMINIUMS
HOMEOWNERS
ASSOCIATION**

REGULATIONS

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Gateway Condominiums Homeowners Association, a Colorado nonprofit corporation (the "Association"), for the purpose of complying with C.R.S. § 38-33.3-209.5 and pursuant to the power and authority granted to the Board of Directors under the Covenants, hereby adopts the following rules, regulations, policies, and procedures (collectively, the "Regulations"). Unless otherwise defined herein, terms defined in the Condominium Declaration for Gateway Condominiums as recorded in the real property records of Gunnison County, Colorado as Reception No. 363888 (as supplemented and amended, the "Covenants"), and the Association's Articles of Incorporation (as amended, the "Articles") and the Association's bylaws (as amended, the "Bylaws") shall have the same meaning herein. The Covenants, Bylaws, Articles and these Regulations are collectively referred to herein as the "Governing Documents". In the event of any conflict between these Regulations and the Covenants, Articles and/or Bylaws, the other Governing Documents shall control unless the contrary provision in the other Governing Documents is contrary to the law, in which case these Regulations shall control. These Regulations supersede and replace all prior rules, regulations, policies and procedures of the Association relating to the collection of unpaid assessments, conflicts of interest involving board members, conduct of meetings, enforcement of covenants and rules including the notice of hearing and procedures and schedule of fines, inspection and copy of Association records by Owners, investment of reserve funds, procedures for adoption and amendment of policies and procedures and rules and regulations, procedures for addressing disputes arising between the Association and Members, and the reserve study, including without the Association's Rules, Regulations & Policies dated August 1, 2022. Capitalized terms used herein but not defined herein shall have the meaning set forth in the Covenants.

Article 1: Collection of Unpaid Assessments – C.R.S. § 38-33.3-209.5(1)(b)(I) and C.R.S. § 38-33.3-209.5(5)(a):

1. Regular assessments are due quarterly in advance on or before 30 days from the first day of July, October, January and April. Special assessments are due 30 days from the date of the notice of such assessment. If any assessment is not paid when due, the assessment is past due and delinquent.
2. Interest on delinquent assessments, including recovery of attorneys' fees incurred in pursuing delinquent assessments, is 8% per annum from the date the assessments became delinquent, which shall be charged at the rate of 0.67% per month.
3. A late charge of 8% on the amount due and owing on a delinquent assessment shall be assessed for each payment not made when due.
4. The Association charges a returned check charge of \$15.00.
5. Before the Association turns over a delinquent account of an Owner to a collection agency or refers it to an attorney for legal action, the Association must: (i) fully comply with all notice and other requirements of C.R.S. § 38-33.3-209.5, and (ii) specifically, but without limitation, send the Owner a notice of delinquency. All notices of delinquency by the Association for unpaid assessments, fines, fees or charges must be sent by certified

mail, return receipt requested written in English and in any language that the Owner has indicated a preference for correspondence and notices pursuant to C.R.S. § 38-33.3-209.5(1.7)(a)(I) and must:

- A. Specify whether the delinquency concerns unpaid assessments; unpaid fines, fees or charges; or both unpaid assessments and unpaid fines, fees, or charges, and, if the notice of delinquency concerns unpaid assessments, the notice of delinquency must notify the Owner that unpaid assessments may lead to foreclosure;
 - B. Include a description of the steps the Association must take before the Association may take legal action against the Owner, including a description of the cure process set forth in subsection (1.7)(b) of C.R.S. § 38-33.3-209.5, which is the Association's cure process.
 - C. Include a description of what legal action the Association may take against the Owner, including a description of the types of matters that the Association or Owner may take to small claims court, including injunctive matters for which the Association seeks an order requiring the Owner to comply with the declaration, bylaws, covenants, or other governing documents of the Association.
 - D. Include the total amount due, with an accounting of how the total was determined.
 - E. Include a statement of whether the opportunity to enter into a payment plan exists and instructions for contacting the Association to enter into such a payment plan.
 - F. Include the name and contact information for the individual the Owner may contact to request a copy of the Owner's ledger in order to verify the amount of the debt.
 - G. Include a statement that action is required to cure the delinquency and that failure to do so within thirty days may result in the Owner's delinquent account being turned over to a collection agency, a lawsuit being filed against the Owner, the filing and foreclosure of a lien against the Owner's property, or other remedies available under Colorado law.
6. In accordance with C.R.S. § 38-33.3-316.3, a delinquent Owner is eligible to enter into a payment plan, but not where:
- A. The Owner does not occupy the Owner's Unit and has acquired the Owner's Unit as a result of a default of a security interest encumbering the Unit or foreclosure of a lien by the Association; or
 - B. The Owner has previously entered into a payment plan with the Association; or
 - C. The Association informs the delinquent Owner of the potential for a payment plan in accordance with these Regulations and the delinquent Owner does not agree to pay in accordance with the terms of the offered payment plan within 30 days of the Association informing the delinquent Owner of the potential for a payment plan and the terms of any such payment plan.
7. Any payment plan shall permit the delinquent Owner to pay off the deficiency in equal installments over a period of at least eighteen months. The Owner may choose the amount to be paid each month, so long as each payment must be in an amount of at least \$25.00 dollars until the balance of the amount owed is less than \$25.00. The Board of Directors of the Association, in its sole discretion, may determine whether a payment plan should exceed eighteen months in duration, and no Owner shall have any right to

demand or request a payment plan for in excess of eighteen months. An Owner's failure to remit payment of three or more agreed-upon installments, or to remain current with regular assessments as they come due during the payment plan, constitutes a failure to comply with the terms of his or her payment plan.

8. Payments on a delinquent account of an Owner are applied first to unpaid assessments, with the oldest paid first, and then attorney fees and costs that the Owner is responsible for, then late charges, then return check charges, and then interest.
9. Unpaid assessments will be collected through enforcement of all rights, procedures and remedies under the Covenants in accordance with the Governing Documents and applicable law. These rights, procedures and remedies may include the Owner's delinquent account being turned over to a collection agency, a lawsuit being filed against the Owner, obtaining and foreclosing a judgment against the Owner, the filing and foreclosure of a lien against the Owner's property, or other remedies available under Colorado law. Delinquent Owners will be liable for all costs of collection, including without limitation attorneys' fees and court costs.

Article 2: Handling of Conflicts of Interest Involving Board Members – C.R.S. § 38-33.3-209.5(1)(b)(II)

1. Pursuant to C.R.S. § 7-128-501, C.R.S. § 38-33.3-310.5, and C.R.S. § 38-33.3-209.5(4):
 - A. A "conflicting interest transaction" means: A contract, transaction, or other financial relationship between a nonprofit corporation and a director of the nonprofit corporation, or between the nonprofit corporation and a party related to a director, or between the nonprofit corporation and an entity in which a director of the nonprofit corporation is a director or officer or has a financial interest.
 - B. No loans shall be made by the Association to its directors or officers.
 - C. A director shall disclose any conflicting interest transaction or possibility thereof by disclosing to the Board of Directors in an open meeting prior to any action being taken to which the conflict of interest relates the material facts as to the director's relationship or interest and as to the conflicting interest transaction.
 - D. A board member must recuse himself or herself from discussing or voting on any issue for which a conflicting interest transaction exists or is proposed.
 - E. The Board of Directors may authorize, approve or ratify the conflicting interest transaction duly disclosed in accordance with C.R.S. § 7-128-501.
 - F. Members of the Board of Directors and their family members are prohibited from purchasing any Unit at a foreclosure by the Association.

- G. There shall be a periodic review of the Association's conflict of interest policies, procedures, and rules and regulations.

Article 3: Conduct of Meetings – C.R.S. § 38-33.3-209.5(1)(b)(III)

1. Annual and special meetings of the Association and meetings of the Board of Directors shall be held in accordance with, and upon such notice as required by, Colorado law and the Governing Documents. The conduct of all meetings shall be in accordance with the Governing Documents and Colorado law. To the extent not otherwise provided by the Governing Documents and Colorado law, it shall be the policy of the Association that all Owners shall be provided a reasonable opportunity to speak and be heard at annual and special meetings of the Association and, where the interests of efficiency and an orderly and prompt meeting do not dictate otherwise as determined in the sole discretion of the Board of Directors subject to Colorado law, at meetings of the Board of Directors.
2. To the extent not otherwise provided for by the Governing Documents and applicable law, meetings shall be conducted by the taking of a motion, receiving a second, a call for any further discussion, and then calling the vote. A motion may be amended upon the consent of the person that made the motion and the person that made the second, if any, prior to the taking of the vote. Any objection to the conduct of a meeting must specify the failure to comply with the Governing Documents or applicable law, explain how such failure may be remedied, and be raised at the time of such alleged non-compliance.

Article 4: Enforcement of Covenants and Rules, Including Notice and Hearing Procedures and the Schedule of Fines – C.R.S. § 38-33.3-209.5(1)(b)(III)

1. Any violation of any Governing Document by any invitee, licensee or other person in the community at the request or upon the permission of an Owner shall be deemed to be a violation committed by such Owner.
2. All enforcement procedures shall comply with the Governing Documents and any applicable law. All notices and communications must be provided in accordance with C.R.S. § 38-33.3-209.5.
3. In the absence of contrary procedures and provisions in the Governing Documents and the law, the procedures for enforcement of the Governing Documents other than for non-payment of assessments shall be as follows:
 - A. Prior to the imposition of any fines for any violation of any provision of the Governing Documents or any applicable law, it shall be the policy of the Association to attempt in good faith to contact the Owner allegedly in violation. This good faith obligation is not intended to be a bar to any subsequent enforcement actions if contact is not made. Failure to make contact shall not, in any way, prevent the Association from enforcement of the Governing Documents and correction of any violation.

- B. Such Owner shall be provided with a written notice describing the alleged violation in sufficient detail to allow the Owner to determine the nature of the violation alleged if the Board of Directors decides to enforce such provision. Such notice shall (1) provide notice regarding the nature of the alleged violation, (2) provide notice regarding the action or actions required to cure the alleged violation, (3) set a deadline for compliance based upon applicable law, (4) inform the Owner that the Owner may dispute that a violation exists or occurred and demand a hearing, and (5) set a deadline to demand a hearing. These deadlines shall be set by the Board of Directors based upon applicable law and in accordance with what the Board of Directors believes to be reasonable under the circumstances taking into consideration the nature of the alleged violation. In no event shall these deadlines be less than 3 business days or any other minimum prescribed by statute.

 - C. Any Owner who requests a hearing as provided above shall be afforded a fair and impartial hearing before a hearing board comprised of individuals that are impartial decision makers. An individual is an impartial decision maker if the individual has the authority to make a decision regarding the enforcement of the Association's Governing Documents, including its architectural requirements, and does not have a direct personal or financial interest in the outcome of the hearing. A decision maker shall not be deemed to have a direct personal or financial interest in the outcome if the decision maker will not, as a result of the outcome, receive any greater benefit or detriment than will the general membership of the Association. The hearing board shall decide whether a violation exists or occurred, whether the Owner is responsible for such violation, and impose the applicable fine. The hearing board may rule orally at the hearing or through a written document provided to the Owner within 30 days of the hearing.
4. Unless otherwise stated in the Association's Governing Documents, the schedule of fines for violations shall be as follows:
- A. First violation: \$100 per violation.
 - B. Second violation: \$200 per violation.
 - C. Third violation and all violations thereafter: \$300 per violation.
5. All fines are immediately due and payable when incurred. A fine becomes late if not paid within 30 days of being imposed and such late fines will bear interest at the rate of 8% per annum. Any violation which is continuing in nature and is not stopped, halted removed or otherwise ceased within any cure provision provided by law, shall be deemed a continuing violation and a new violation for every other day that it continues and a new fine for continuing violations shall be imposed every other day and not every day. The maximum fine for a single violation is \$500.00.
6. The Association may at any time to the fullest extent permitted by law and upon compliance with all applicable law, pursue all other legal remedies available as provided by the Governing Documents and applicable law. The failure to enforce any provision of

the Governing Documents, these rules or other applicable law, shall not be deemed a waiver of the right to do so for any subsequent violations. In all instances, the imposition of a fine in an amount less than the maximum possible fine will not preclude the Association from imposing the maximum fine allowable under this section for subsequent offenses. The Association may, to the fullest extent permitted by law, impose fines and seek damages or other relief through judicial process and the pursuit of fines does not in any preclude simultaneous or subsequent judicial process or relief.

Article 5: Inspection and Copying of Association Records by Owners – C.R.S. 38-33.3-209.5(1)(b)(V)

1. It shall be the policy of the Association to make all appropriate documents readily available to satisfy reasonable requests by Owners. Owners shall be provided with reasonable access to all Association documents to which they are legally entitled a right to inspect by law. Owners shall be entitled to inspect only those records required to be kept by C.R.S. § 38-33.3-317(1), as amended.
2. All requests for inspection and/or copying must be in writing and describe with reasonable particularity the records sought.
3. All costs of copying shall be paid by the Owner requesting the copies. The Association may copy the documents itself or may send the documents away for copying in its sole discretion.
4. The Association's membership list or other member information shall not be used for solicitation, including financial and political solicitation, and shall not be used for any commercial purpose. The Association's membership list or other member information shall not be sold to any person or entity. Any Owner that requests an opportunity to review or copies of membership lists or information agrees to comply with this provision of these rules. The Association may pursue any Owner for damages or injunctive relief or both, including without limitation attorneys' fees, for abuse of the inspection and copying rights.

Article 6: Investment of Reserve Funds – C.R.S. § 38-33.3-209.5(1)(b)(VI)

1. All reserve funds shall be invested in accordance with the provisions of C.R.S. § 38-33.3-303(2.5) and C.R.S. § 7-128-401 in a manner that the directors believe is in the best financial interests of the Association taking into consideration the existing and anticipated needs of the Association. Such reserve funds may be held in an interest bearing account. In the event a reserve study is obtained, reserve funds will be held in a manner consistent with such reserve study.

Article 7: Procedures for Adoption and Amendment of Policies, Procedures, and Rules – C.R.S. § 38-33.3-209.5(1)(b)(VII)

1. The Board of Directors of the Association shall have the authority to adopt and amend these rules and policies to the extent such adoption or amendment does not conflict with the Governing Documents. Such adoption or amendment shall take place at an open Board of Directors' meeting and be documented in the minutes.

Article 8: Procedures for Addressing Disputes Arising Between the Association and Members – C.R.S. § 38-33.3-209.5(1)(b)(VIII)

1. To the extent feasible, an Owner should attempt to address and resolve any dispute the Owner has with the Association through written correspondence with the Association, a private meeting with the appropriate individual on behalf of the Association, or discussion at an appropriate meeting. Any Owner that provides a written grievance to the Association shall be provided an opportunity to be heard at the next scheduled Board of Directors' meeting, if such grievance is received at least 30 business days before such meeting, or shall be responded to in writing by the Association within 30 days of being received if not sooner addressed at a meeting or otherwise.

Article 9: Reserve Studies

1. In the event that the Association obtains a reserve study, the Association's annual budgeting shall include such matters from the reserve study as the Board of Directors believe appropriate and feasible.

Article 10: General Rules

1. Dogs, cats and fish are allowed to be housed at Gateway properties by owners and/or their respective guest(s)/renter(s) provided that all pets must be kept and maintained consistent with the following:
 - a. Animals other than dogs, cats and fish are allowed after special permission is requested in writing and provided by the Association's Board of Directors.
 - b. Pet owners and the respective Unit Owner where the pet is staying shall indemnify and defend the Association and all other Unit Owners from any and all deaths, injuries, damages, medical bills, legal fees and other costs incurred directly or indirectly as a result of such pet being located in Gateway Condominiums, including without limitation dog bites.
 - c. Certain animals (service animals) per federal regulations are allowed in Gateway Condominiums. Proper documentation must be provided to the Association's property management company to ensure the service animal meets the required legal standards is a valid claim. Owners of service animals are liable for their service animals just like with any other pet. Service animals must comply with these Regulations.
 - d. Pets are not allowed to be left unattended on patios, balconies or public access areas. Pets within the Gateway Condominiums public access areas must be on a leash under the control of the pet/Unit owner. Pets are not allowed to roam free or be tethered. Persons controlling the pet(s) are responsible for immediately securing and discarding pet excrement in the dumpster at the front of the

building. Discarding excrement in any other trash container is a violation of this policy.

2. Posted hot tub hours between 10:00 a.m. to 10:00 p.m. must be observed. No use of the hot tub is permitted outside of posted hours. Glass containers are prohibited in the hot tub area.
3. Balconies must be kept in a neat and clean manner, specifically, but without limitation, clear of rubbish, clothes, laundry, sheets, and blankets. If at any time, the appearance of a condominium deck is deemed unacceptable, or the item or items on the deck pose a safety hazard as determined by the management company or any member of the Association's Board of Directors, the Owner or tenant of the Unit with the offending deck will be contacted to ensure the deck is brought into compliance. If the deck is not promptly brought back into compliance, the Association may pursue such fine or other remedy as is legally permitted the Association after comply with any notice requirements.
4. Excessive noise after 10:00 p.m. is expressly prohibited. Such noise includes, but is not limited to music, outdoor conversations, indoor conversations, television sound, and automobile horns and engine noises if they can be heard from the inside of any other Unit with such other unit's windows closed.
5. General common areas must remain clear of personal property with the exception of bicycles in the bike rack located in the garage. General common areas are, but not limited to: the parking lot, the building hallways, common area stairwells and landings, the perimeter of the buildings, and the hot tub area. The Association's Board of Directors has authorized the Association's management company to discard personal property in the above stated common areas within 48 hours of discovery. The Association shall pursue fines against offending Owners in accordance with these Regulations. Garbage or items that the Association's property management company reasonably believes to be garbage, shall be immediately discarded without notice.
6. A working copy of the front door entry key(s) are to be sent to the property management company within 24 hours of changing the lock or at the request of the property management company. Failure to provide a key to the property management company is a continuing violation.
7. Smoking is prohibited in the building. All outdoor cooking, to the extent otherwise permitted, must be done in such a manner as to not result in smoke entering any other unit. No fumes, vapors, gas, dust or exhaust from construction activities in any Unit shall enter any other Unit.
8. No signs, advertisements, or notices shall be allowed, exhibited or fixed on any part of the outside or inside of the building by any Owner, guest of Owners, or renters other than signs approved by the Board of Directors or expressly permitted by law.

9. A business is defined as a commercial or mercantile activity engaged as a means of livelihood which can include the creation, processing and delivery of goods and services in exchange for financial gain. For purposes of this regulation, commerce and trade imply the exchange and transportation of commodities. No such activities of the aforementioned shall be allowed within Gateway Condominiums. Activities such as periodic consulting with a client, business professional or invited guest, are examples of allowed business activities.
10. For safety reasons, only propane/gas cooking grills where flame is more than 20" from the deck floor are permitted to be used on an Owner's deck. Only Owners may use gas cooking grills on the balconies or decks.
11. Except in cases of emergency, Owners (and all licensees, invitees, contractors and agents) are prohibited from installing, modifying, turning on/off any utility (electrical, gas, water) or any appliance connected to said utility without notifying the property management company and receiving prior approval by the property management company. An Owner accepts all responsibility, financially and otherwise, and shall indemnify and hold the Association harmless of and from, any damages to its Unit and to other Units that have sustained or suffered any damage as a result an Owner installing, modifying, turning on/off any utility or any appliance connected to said utility. Owners are also prohibited to install, modify or repair windows, doors, fireplace inserts, chimney flues, decking, and air conditioning/heating equipment without permission from the Association's property management company.
12. If a Unit has window treatments, then all of its windows must be covered with appropriate window treatments which 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.
13. Owners must provide to the Association's Board of Management Company when requested proof of current liability and content insurance for their Unit and its contents.
14. All Units are required to have smoke and carbon monoxide detectors installed. All carbon monoxide and smoke detectors must be functional and in working order.
15. The Association strongly recommends that fire extinguisher of minimum size and rating of 2.5 lbs. ABC Dry Chemical are installed in each Unit and are maintained on a yearly basis in said Units. The Association is not responsible or liable for regular checking of the fire extinguishers. However, the management company can coordinate the maintenance of the fire extinguishers by an outside qualified company for those who desire to do so.
16. All domestic water heaters within each condominium must be installed per code. All drain lines are required to be attached. Pans are required to be installed under the water heater. Each Owner is responsible, financially and otherwise, for maintaining the water

heater within the Owner's Unit in a safe and good working condition. Each Owner shall be liable for any damage to any other Unit caused by such Owner's water heater failing or otherwise leaking into any other Unit.

17. Without limitation, 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 Stars in their Unit's window.
18. Owners who rent their Units must have copies of this article and the following two articles of these Regulations conspicuously located within the Unit for tenants to read and comply with. It is the responsibility of the condo owner to make the tenant aware of these Regulations and to ensure tenant and other licensee and invitee compliance with the Governing Documents.
19. Each Owner shall be responsible for all violations of the governing documents by his, her or its invitees and licensees, including without limitation tenants, contractors, and guests, and shall be responsible for and shall pay and reimburse the Association for all damages caused by his, her, or its invitees and licensees, including without limitation tenants, contractors, and guests, to any real or personal property owned by the Association.
20. No Owner shall allow the ambient temperature in such Owner's Unit to fall below 50 degrees Fahrenheit.
21. Electric service shall be maintained to each Unit between September 15th and May 15th.

Article 11: Ski Lockers

1. Owners shall not store in any locker or closet anything that is highly flammable, explosive, or anything that can seep or cause damage to any common area or any Unit or contents thereof.
2. Owners shall not store in any locker or closet anything that causes nuisance to others; this includes but is not limited to excessive odors and noise.
3. Owners can use the power outlet for short-duration use or for low power utilization like charging small batteries. However, if an Owner wants to connect any larger appliance for a prolonged amount of time, Owner must first inform the Association's property management company and receive prior written approval. The prorated manufacturer's estimated electricity cost of use shall be added to such Owner's quarterly dues.
4. Owners may change the access code to the ski locker; however, the management company must be immediately informed of the new code. Failure to notify the Association of the new code may result in the Association breaking the lock in order to obtain entry and any and all such costs, including replacement costs, will be charged to the Owner and paid by the Owner.

Article 12: Vehicles and Parking

1. All authorized vehicles must be properly permitted by decal or placards prior to parking in the parking area. Permits must be appropriately displayed for easy viewing.
2. All cars parked immediately outside the garage must be moved into recently plowed parking spaces as soon as possible.
3. No motor vehicles shall remain parked in Gateway Condominiums unless the vehicle is in good working condition. No commercial vehicles are allowed on the Gateway Condominiums except those for business purposes only. No storage of any type of vehicle is allowed on property. To the fullest extent permitted by law, any Owner not in compliance with the Regulations will be fined and the vehicle towed at the offending Owner's expense.
4. If an Owner or licensee or invitee of an Owner is going out of town, the keys to any vehicle parked by such person at Gateway Condominiums must be given to a local person, or the management company, who can move the vehicle if needed. Contact information for the person who has the vehicle keys must be emailed to the property management company. To the fullest extent permitted by law, the Association cannot contact someone to move the vehicle as needed, the vehicle will be towed at the Owner's expense. If a vehicle is booted, the Owner is responsible for the payment to unboot the vehicle. If the boot has been damaged while the boot is on the vehicle, the Owner of the vehicle will be charged the full price of the boot and the cost to remove it. Designated parking areas are the only areas in which parking is permitted. Parking in non-designated areas may subject offending vehicle to towing and all charges and fees associated with tagging and towing.
5. To the fullest extent permitted by law, the Board of Directors has authorized the property management company to remove, without notice, vehicles which are illegally parked and/or not properly maintained per the rules. Towing charges and/or fees will be at the offending vehicles owner's expense.
6. Due to minimal parking available in the garage and immediately outside the garage, no recreational equipment, including but not limited to, open or covered trailers, snowmobiles, off road motorcycles, etc. (except bicycles in the garage bike rack) shall be parked, stored, or maintained by any Owner, licensee or invitee of an Owner, upon the common area of Gateway Condominiums. Recreational equipment is subject to removal by the Association's property management company at the equipment Owner's expense.
7. Emergency vehicles shall not be subject to the parking restrictions in these Regulations if:
 - b. The Owner is required by his or her employer to have an emergency vehicle at his or her residence during designated times;

- c. The vehicle weighs 10,000 pounds or less;
 - d. The Owner is a member of a local volunteer fire department or a local emergency service provider;
 - e. The vehicle has an official emblem or visible markings of an emergency service provider; and
 - f. The vehicle is not parked or stored in any way that impairs the use of the driveway and parking areas.
8. Each Owner may use one unassigned garage stall; thus, an automobile may be permanently stored in the garage by an Owner only if the Owner **does not** have his Unit on the short term or long term rental market. Any permanently stored non-renting Owner vehicle must be stored at either the most southerly parking space or if occupied the most northerly space slope side of the garage and Owner may not use miscellaneous items to block the parking space while the space is unoccupied.
 9. Charging of electric vehicles using any power outlet located in any of the common areas (parking garage, storage closets, walkways, ...) is prohibited.

Article 13: Condominium Renovation

1. No Owner may install or repair the following items without first consulting and obtaining permission from the Association's Board of Directors: any item that will alter or impact the exterior elements of the project, any item that will impact any utility (including requirement relocation of any utility), any item that will require moving any wall, or any renovation, repair, replacement, alteration or installation of or windows, front doors, slider doors, fireplace inserts, chimney flues, decking, plumbing, electrical wiring, or AC/heating equipment Any installation or repair work must meet code specifications.
2. Before any construction is to begin the Owner or their agent is required to send a written letter to the Management Company, specifying-in-detail the extent of the project including but not limited to: materials to be used, color of materials, contractor(s) liability and workman's compensation certificates and contractor's contact information, with a beginning date as well as an ending date of the project. Any measuring of items as it pertains to any work for the Owner will be done by the contractor. Construction can only begin after the Owner receives written and signed permission from the Association's Board of Directors. Construction request letters can be mailed to current Association's property management company.
3. 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 Association's property management company.
4. All permits and reports must be completed and obtained in a timely manner. All work must be done in a good and workmanlike manner.

5. All construction contractors and all 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.
6. No homeowner, tenant, renter is to perform any maintenance and/or construction on any Gateway Condominiums common areas, or use any common area utility.
7. The Owner is required to supply a construction dumpster at the Owner's expense. Such dumpster shall be covered at all times. Any trash that overflows from the dumpster is the responsibility of the Owner and shall be immediately cleaned up by Owner. If any trash outside the dumpster is not disposed of properly and immediately, the Association's property 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 Gateway Condominium property by the Owner, and/or their agent, at the Owner expense.
8. Absolutely no construction debris is to be placed in the Gateway common dumpster. Waste Management will charge a fine for any construction material found in the common dumpster. Any such charge or fine will be passed on to the Owner who, either directly or through any contractor or agent, placed such construction debris in the dumpster. *Please help keep your HOA dues down by not disposing of any construction materials in the Gateway Condominium common dumpster.*
9. No construction materials, tools, or debris is to be stored or placed in Gateway common areas (i.e. hallways, parking lot, garage, etc.)
10. 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 Association's request.
11. At the request of the Board of Directors, OSHA will be called to investigate any construction at any time.
12. Renovations which emit noises or odors, shall be restricted to performing the work between 8:00a.m. and 8:00p.m. . Monday through Friday, and between 8:00 a.m. and 5:00 p.m. on Saturdays and Sundays. Reasonable work ethics shall be followed at all times during the renovation.

Article 14: Insurance

1. Pursuant to Article XVI of the Covenants, each Owner is required to keep his, her or its Unit in a good and proper state of repair. Further, each Owner is responsible for all fixtures and equipment installed within the Unit as set forth in the Covenants. Each Owner is liable for all damage caused to any common element or other Unit that arises out of or relates to any breach of Article XVI of the Covenants by such Owner.

Specifically, but without limitation, an Owner is liable to the Association and any damaged owner for any damage caused by water that originates in that Owner's Unit and then enters common elements and then damages one or more other Units. Specifically, but without limitation, each Owner is liable for the upkeep and repair of faucets, sinks, bathtubs, and hot water heaters located within such Owner's Unit and should any such fixtures fail and, as a result, damage is caused to common elements or other Units, the Owner of such Unit shall be liable to the Association and any damaged owner for all costs of repair and restoration and all other damages.

2. Except as may be applicable to Unit 300, the Association does not provide any insurance for an Owner's Unit or its contents. Each Owner must insure his, her or its Unit and its contents for, at a minimum, the full cost of replacing and restoring the same. In the event of any damage to a Unit or its contents resulting from any cause originating in any common element, such Owner's insurance shall be the sole source of any insurance coverage and the Association's insurance shall not apply.
3. Each Owner's policy must also name the Association as an additional insured. Proof of such insurance shall be provided to the Association upon request by the Association.

Article 15: Savings Clause

1. If any provision of these Regulations (and any provision in the Governing Documents covering the same matters) is contrary to Colorado law, including any amended law that becomes applicable to the Association and these Regulations, the provision of the Regulations that is contrary to such law shall not apply and, in lieu thereof, such provision of the law shall apply in the place of such contrary provision.

SECRETARY'S CERTIFICATION: The undersigned, being the Secretary of the Association, certifies that the foregoing was adopted by the Board of Directors of the Association at a duly called and held meeting of the Board of Directors on July 25, 2024, and in witness thereof, the undersigned has subscribed his or her name.

Gateway Condominiums Homeowners
Association, a Colorado nonprofit corporation

By: 

Steve Figlewski, Secretary