

**RULES AND REGULATIONS**  
**BLACK BEAR LODGE CONDOMINIUMS ASSOCIATION, INC.**

Modified as of January 2012

The following Rules and Regulations apply to all residents of the Black Bear Lodge Condominiums in Mt. Crested Butte, CO (owners, guests, invitees and lessees):

1. Common areas shall remain clear of personal property.
2. **BALCONIES:** All balconies shall remain clear of all items except appropriate balcony furniture and plants. Prohibited items include, but are not limited to, cooking grills (including charcoal, gas & electric), skis, bikes, kayaks, and indoor furniture.
3. The following are expressly prohibited:
  - a. Smoking in all indoor common areas.
  - b. Animals or pets of any kind, except fish, unless the animal is the property of a condominium owner who is in residence.
  - c. Excessive noise after 10:00 p.m. and before 8:00 a.m. Such noise includes, but is not limited to, music, conversation, television sound, automobile horns, and engine noises.
  - d. Climbing on any common area railing, wall, transformer or boiler.
  - e. Any construction project which may impair the aesthetic, structural, or design integrity of the property, including installation of any plumbing, wiring, or air conditioning equipment, by any owner, or at any owner's direction, except with the prior written approval of the Executive Board of Directors.
  - f. Posting of any signage on a condominium balcony or inside of condominium windows that is externally visible, unless a condominium owner has received written consent from the Executive Board to post such signage.
4. Owners are responsible for cleaning up pet droppings. Any noise or nuisance created by a pet will be addressed on an individual basis.
5. **HOT TUB**
  - a. The hot tub is to be used only during the posted hours (10:00 a.m. – 10:00 p.m.).
  - b. Smoking, food and glass containers are prohibited in the hot tub or on the surrounding deck area.
  - c. Any child 12 or under must be accompanied and supervised by an adult.
  - d. Jumping into the hot tub is prohibited.
  - e. Use of the hot tub is done so at YOUR OWN RISK. Hot tub rules are posted on the wall next to the tub and must be followed at all times.
6. **PARKING**
  - a. Sidewalks, valley pan, driveways, and entrances must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the Lodge. Parking on the driveway is expressly prohibited at all times.
  - b. **Garage Deeded Parking Spaces:** Parking within garage deeded parking spaces is limited to passenger vehicles, licensed motorcycles, and street-legal motorbikes. No motor vehicle shall

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remain parked on the property unless it is in good working condition and used for actual transportation. No spaces may be used for personal property storage, vehicle repair, construction or any other purpose. Vehicle repairs, other than emergency repairs to remove a vehicle from the premises, are prohibited.

- c. **Garage Guest Parking Spaces:** Parking within garage guest parking spaces is limited to passenger vehicles, licensed motorcycles, and street-legal motorbikes. No vehicle may be parked in garage guest parking spaces for more than two weeks continuously without the prior written permission of the Board of Directors. No spaces may be used for personal property or vehicle storage, vehicle repair, construction or any other purpose. Vehicle repairs, other than emergency repairs to remove a vehicle from the premises, are prohibited.
- d. **Porte-Cochere Parking Spaces and Outdoor Parking Spaces:** Parking within porte-cochere parking spaces and outdoor parking spaces is limited to passenger vehicles, licensed motorcycles, and street-legal motorbikes. These guest parking spaces are for temporary parking only. No continuous parking is permitted at any time.
- e. **Snowmass Road Recreational Vehicle Parking Lot:** The Snowmass Road recreational vehicle parking lot is accessed from Snowmass Road and is reserved for the temporary parking of motor homes and recreational vehicles, including, but not limited to, off-road motorbikes, all-terrain vehicles, trailers, boats, and snowmobiles. No vehicle may be parked in the Snowmass Road RV Lot for more than two weeks continuously without the prior written permission of the Board of Directors.
- f. **Parking Permits:** All vehicles parked within parking spaces on the Black Bear Lodge property must display a valid Black Bear Lodge parking permit. Parking permits are supplied by the Managing Agent and are available at the owner's request.
- g. Illegally parked vehicles, recreational vehicles, trailers, derelict vehicles, or stored personal property in any parking space will be removed or towed at the owner's expense with or without notice.
- 7. No wire or cable shall extend beyond the boundary of any balcony or extend into any common area except with the prior written approval of the Executive Board of Directors.
- 8. **LIABILITY FOR DAMAGE:** Any damage to the general or limited common elements caused by an owner, guest, invitee, or lessee shall be repaired at the expense of that unit owner. Any cleaning which is necessitated by an owner, dependents of the owner, guest or lessee of an owner shall be cleaned at the expense of that unit owner.
- 9. **LOCKS:** The Managing Agent shall keep a pass key to all units for emergency use only. No owner shall alter his unit entrance door lock or install a new or additional lock without informing and supplying the Managing Agent with a pass key.
- 10. **VIOLATION OF RULES AND REGULATIONS**
  - a. Any associated expenses incurred by the Association to enforce the foregoing Rules and Regulations shall be imposed by the Board of Directors and shall constitute an assessment

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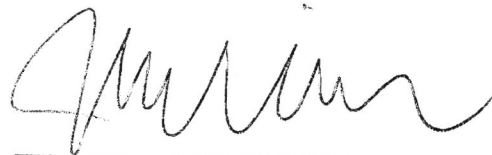
against the unit, and if such assessment goes unpaid, the Association shall have a lien therefor pursuant to the Condominium Declaration and the provisions of the Colorado Common Interest Ownership Act.

- b. In addition to the remedy set forth above, the Association may bring an action to enforce the Rules and Regulations, either in law or in equity, with a court or competent jurisdiction in the County of Gunnison, State of Colorado.

Each owner, guest, invitee, and lessee agrees to 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.

The foregoing Rules and Regulations of the Black Bear Lodge Condominiums Association, Inc. were adopted by action by consent of the Board of Directors as of this 23<sup>rd</sup> day of December, 2011.



Secretary



**FIRST AMENDMENT TO THE DECLARATION ESTABLISHING  
BLACK BEAR LODGE CONDOMINIUMS**

THIS FIRST AMENDMENT TO THE DECLARATION ESTABLISHING BLACK BEAR LODGE CONDOMINIUMS shall be effective upon adoption and recordation and is made by **Black Bear Lodge Condominiums Association, Inc.**, a Colorado nonprofit corporation ("Association"). The Association hereby adopts this First Amendment to the Declaration Establishing Black Bear Lodge Condominiums, recorded on June 20, 2002 at Reception No. 521276 in the office of the Gunnison County, Colorado Clerk and Recorder ("Declaration"), as follows:

**Section 6.4(a) of the Declaration is hereby amended by deleting Section 6.4(a) in its entirety and restating Section 6.4(a) to read as follows:**

(a) An amount equal to the common expense assessments based on a periodic budget adopted by the Association which would have become due, in the absence of any acceleration, during the six (6) months immediately preceding the institution of an action or nonjudicial foreclosure to enforce the lien by either the Association or any party holding a lien senior to any part of the Association lien.

Signed this 10<sup>th</sup> day of Sept, 2012.

**Black Bear Lodge Condominiums Association, Inc.,  
a Colorado nonprofit corporation**

By: [Signature] President

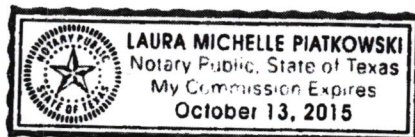
STATE OF Texas )  
 ) ss.  
County of Montgomery

The foregoing FIRST AMENDMENT TO THE DECLARATION ESTABLISHING BLACK BEAR LODGE CONDOMINIUMS was acknowledged before me this 10 day of September, 2012 by Greg Westfall, as President of **Black Bear Lodge Condominiums Association, Inc.**, a Colorado nonprofit corporation.

My commission expires: 10-13-15  
WITNESS my hand and official seal.

(SEAL)

Laura Piatkowski  
Notary Public





**CERTIFICATION**

I, Gregory A Westfall serve as the President of **Black Bear Lodge Condominiums Association, Inc.**, a Colorado nonprofit corporation, and hereby certify that pursuant to 38-33.3-217, C.R.S., and Section 16.4 of the Declaration, the owners of **Black Bear Lodge Condominiums Association, Inc.** have approved the foregoing amendment contained in this First Amendment to the Declaration Establishing Black Bear Lodge Condominiums, and such amendment was properly voted on and adopted.

**Black Bear Lodge Condominiums Association, Inc.,  
a Colorado nonprofit corporation**

By: Gregory A Westfall

President

STATE OF Texas )  
 ) ss.  
County of Montgomery

The foregoing Certification was acknowledged before me this 10 day of September, 2012 by Greg Westfall, as President of **Black Bear Lodge Condominiums Association, Inc.**, a Colorado nonprofit corporation.

My commission expires: 10-13-15

WITNESS my hand and official seal.

(SEAL)

Laura Piatkowski  
Notary Public

