

RULES AND REGULATIONS FOR THE CHADLINGTON HOUSE
CONDOMINIUM ASSOCIATION

The following Rules and Regulations were adopted by the Board of Managers of Chadlington House Condominium Association, a Colorado nonprofit corporation, on July 15, 1994 in accordance with paragraph 17.5.5 of the Amended Condominium Declaration for Chadlington House, a condominium project, dated February 25, 1983 and recorded March 4, 1983 in Book 590 at page 440 of the records of Gunnison County, Colorado:

1. ANIMALS. No animals or pets of any nature shall be allowed, kept or maintained at Chadlington House Condominiums; provided, however, that each unit owner may keep and maintain two domesticated dogs or cats so long as such pets are not a nuisance or obnoxious or troublesome to any other unit owner or guest. The right to maintain two domesticated dogs or cats as herein set forth shall be subject to the following conditions and reservations:

- 1.1 The owner shall assume full responsibility and liability for any damage to persons or property caused by these pets.
- 1.2 Guests, invitees and lessees of the owner shall not be permitted to keep or maintain any pet or animal on the common elements or in a unit, unless the animal is a registered service animal as defined by the Americans with Disabilities Act, or except as set forth in Section 2.
- 1.3 The above right to maintain two pets upon the condominium property is subject to revocation and termination at any time by the Board of Managers upon its sole determination that such pets are either viscous or are annoying other members or otherwise a nuisance.
- 1.4 The owner shall assume full responsibility and liability for cleaning up after such pets.
- 1.5 Pets to be accompanied outside by owner or tied on a leash at all times so as not to obstruct common walkways or parking.
- 1.6 Those owners possessing more than two pets prior to the adoption of the Rules and Regulations shall be allowed to keep said pets. However, when any such pet has died or is no longer in the possession of the owner at Chadlington House Condominiums, the owner shall not be allowed to replace such pet except under these Rules and Regulations stating that each unit owner shall be allowed to keep two domesticated pets.

2. **SUPPORT ANIMALS.** A lessee of a unit may keep a support animal (also known as an assistance animal) in lessee's unit and upon the common elements only if such animal is approved by the Board of Managers as a reasonable accommodation under the Fair Housing Act (the FHA). The Board of Managers is entitled under the FHA to obtain from the unit owner the information necessary to evaluate if a requested accommodation is reasonable and necessary because of a disability. Unit owners and prospective lessees should be aware that it is a criminal offense to misrepresent his or her need for a support animal or an animal's status as a support animal (see C.R.S. §18-13-107.3.)

At least 10 days prior to the start of the lease of a unit in which a prospective lessee wishes to keep a support animal, the unit owner must provide the Board of Managers the following documentation from the requesting individual, medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability:

- Verification of Disability (if not readily apparent or known to the Board of Managers). Verification should include information concerning the mental or physical impairment that substantially limits one or more major life activity.
- Need and Nexus. The need for the accommodation and nexus with disability should include information that describes how the animal alleviates symptoms of the disability.
- Animal Information. Animal information should include the age and breed of the animal and whether it is housebroken and trained in basic obedience.

The unit owner must provide the above documentation to the Board of Managers for its review. The Board of Managers reserves the right to deny a request for an accommodation for a support animal if it feels that the request is unreasonable. If a reasonable accommodation for a support animal is approved, the unit owner will not be charged any pet fee or required to pay a deposit, provided however, the unit owner will be responsible for any damage caused by the animal and must also comply with all other applicable animal restrictions in these Rules and Regulations.

3. **RECREATIONAL EQUIPMENT.** No guest, invitee, or lessee of the owner shall be allowed to keep large recreational equipment upon the exterior property or common elements for more than one week without written permission from the Board of Managers. Large recreational equipment is defined to mean boats, snowmobiles, campers and trailers of any nature and other similar equipment or devices. Resident owners may keep such equipment on the common areas only in the season of their use, i.e. snowmobiles in winter, boats in summer. Snowmobiles and boats must be kept on trailers. All residents may keep small recreational equipment on the common areas only

in the season of their use and as not to obstruct walkways, entryways, patios and deck areas, and in a way to not be unsightly or unkempt. No large RV may be parked, stored or occupied on the common areas without prior written permission of the Board of Managers. No recreational equipment may be stored on any common lawn area at any time.

4. NUISANCES. No obnoxious or offensive activity of any nature shall be maintained or allowed within Chadlington House Condominiums and each unit owner, guest, invitee or lessee shall occupy and use his condominium unit in a manner that is not offensive to the other unit owners, guests, invitees or lessees.

5. HOME OCCUPATIONS. No home occupations of any nature shall be allowed within Chadlington House Condominiums, and no signs, advertisements, or notices shall be exhibited, inscribed, painted or fixed on any part of the outside of the buildings by any owner.

6. MOTOR VEHICLES. The parking areas are for the exclusive use of the residents of Chadlington House Condominiums to park their licensed motor vehicles. These motor vehicles must be currently licensed, in good working condition, and used by the resident for transportation. In no event may vehicles of any nature be parked in the parking area for more than two weeks continuously without the written permission of the Board of Managers.

- 6.1 Not more than three motor vehicles for two and three bedroom units and two motor vehicles for one bedroom units shall be kept, maintained or allowed on the property of Chadlington House Condominiums for the residents only of each condominium unit without the prior written permission of the Board of Managers. An owner's trailer used to store snowmobiles or boats in the season of use counts as one motor vehicle.
- 6.2 All motor vehicles parked on Chadlington House Condominium property must display a valid Chadlington House Condominium parking permit clearly visible from the vehicle's front windshield. Each two and three-bedroom unit will be issued three numbered permits and each one-bedroom unit will be issued two numbered permits. These permits are for the exclusive use for the motor vehicles of the residents of the unit to which the permit was issued, are not transferable and are not for the use of non-resident or day guests. Overnight guests of a unit may use that unit's permits. Misuse of Chadlington House Condominium permits may result in the invalidation of that numbered permit. The fee to re-validate or to replace a lost permit is \$50.00
- 6.3 Following any substantial snowfall, all owners of motor vehicles shall upon notice remove their motor vehicles from the parking lot

area during snow removal operations. Any remaining vehicles will be towed from the parking area at the vehicle owner's expense.

7. TRASH. No trash, recyclables, debris or refuse shall be deposited upon the common elements of Chadlington House Condominiums except only within trash containers to be furnished at a central location by the Association. Neither fires, nor the burning of any trash, debris or materials shall be allowed outside of any unit within the condominium except by written permission of the Board of Managers and in compliance with the applicable regulations of the Town of Mt. Crested Butte. Furniture, mattresses, appliances, etc. may be deposited at the central trash location only with prior written approval of the Board of Managers.

8. WALKWAYS AND ENTRYWAYS. The walkways and entryways within the condominium shall at all times be kept free and clear of all obstructions, snow and ice. No unit owner, guest, invitee or lessee shall park his motor vehicles on or in any way obstruct free unlimited access of the owners, guests, invitees or lessees of any other condominium unit.

9. PATIO AND DECK AREAS – HALLS – COMMON LAND AREAS. The common land areas of the general common elements shall be kept and maintained by the Association. No individual shall place, keep or maintain any items of personal property thereon without the prior written consent of the Board of Managers. This restriction is to include bicycles, kayaks and any other recreational equipment. The patios and deck area shall be used only for the purposes intended and shall not be used for hanging garments or other articles or for cleaning rugs, household articles or other items. Each resident is responsible for keeping the area in front of his/her unit neat, clean and free of unsightly or offensive items, e.g. ashtrays, spittoons and other tobacco by-product and waste storage devices.

10. GRILLS. In the interest of fire safety and protection, no charcoal grills may be used or stored on the patios, decks, walkways or used within 20 feet of any building. Propane and electric grills are allowed.

11. NOISES. Owners, guests, invitees and lessees shall maintain as low noise levels as are reasonably possible at all times and in no event may maintain noise levels which are offensive to other residents within the condominiums. Loud and offensive behavior will not be allowed. Quiet time is between 10:00pm and 9:00am and is not to exclude rules and regulations already in place.

12. EMERGENCY VEHICLES. Emergency vehicles may be parked in the emergency service provider's driveway and in the community's streets and guest parking spaces if parking the vehicle will not obstruct emergency access or interfere with the reasonable needs of the other residents to use the community's streets and driveways. The resident must be a member of the volunteer fire department or other emergency service provider.

An emergency service provider is a primary provider of emergency fire fighting, law enforcement, ambulance, emergency medical, search and rescue or other emergency services.

An emergency vehicle has a visible emblem or marking designating it as an emergency vehicle.

13. LAUNDRY FACILITY. Posted laundry hours must be observed. The normal hours of operation for the laundry facility shall be from 9:00 a.m. to 9:00 p.m. Anyone using the facility shall be responsible for their own clean up and reporting any problems to the Board of Managers. The laundry is for the exclusive use of the residents of Chadlington House.

14. USE OF GENERAL OR LIMITED COMMON ELEMENTS. 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.

15. LIABILITY FOR DAMAGE. Any damage to the general or limited common elements caused by an owner, by the children of an owner, or the guests or lessees of an owner shall be repaired at the expense of that unit owner. Any cleaning necessitated by an owner, by the children of an owner, or the guests or lessees of an owner shall be cleaned at the expense of that unit owner.

16. CONDOMINIUM UNITS. Each owner and the occupants of a condominium unit shall maintain or cause to be maintained, in good condition and repair, his condominium unit and all of the fixtures therein, and shall promptly pay all charges for utilities separately metered to such unit.

No owner may install any plumbing, wiring, air conditioning equipment or make any alteration affecting the common elements, except with the prior written approval of the Board of Managers.

17. COMPLIANCE WITH RULES AND REGULATIONS. 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 Managers 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.

18. COLLECTION POLICY.

A. Due Dates. The annual assessment as determined by the Association shall be due and payable monthly in advance on or before the tenth day of each month by the Owners of the Units. Assessments not paid to the Association by the tenth day of each month in the year in which such assessments are due shall be considered past due and delinquent.

B. Late Charges and Interest Charges. The Association shall be entitled to impose a late charge of forty dollars (\$40.00) on each past due and delinquent installment. If any assessment is not paid within ninety (60) days after its due date, the amount due shall bear interest at a rate of eighteen percent (18%) per annum from date due in the year in which such assessments are due, until paid. All late charges and interest charges shall be due and payable immediately, without notice, in the manner provided for payment of assessments.

C. Return Check Charges. A forty dollar (\$40.00) fee shall be assessed against an owner in the event any check or other instrument attributable to or payable for the benefit of such owner is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to insufficient funds. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law. If two or more of an owner's checks are returned unpaid by the bank within any twelve-month period, the Association may require that all of the owner's future payments, for a period of one year, be made by certified check or money order.

D. Attorney Fees on Delinquent Accounts. The Association shall be entitled to recover its reasonable attorney fees and collection costs incurred in the collection of assessments or other charges due the Association from as delinquent owner.

E. Application for Payments Made to the Association. Regardless of inscriptions of notations on the front of the check, the Association reserves the right to apply all payments received on account of any owner first to payment of any and all legal fees and costs (including attorney fees) incurred for collecting of assessments or for owner's failure to comply with provisions of the Association's Governing Documents, then to costs and expenses of enforcement and collection, late charges, interest, returned check charges, lien fees, and other costs owing or incurred with respect to such owner, and any remaining amounts shall be applied to the assessments due with respect to such owner.

F. Collection Letters.

- 1.) After an installment of the common assessment or other charge owed to the Association becomes 60 days past due, the Association shall cause a notice of delinquency to be sent via certified or registered mail, return receipt requested, to the owner who is delinquent in payment.

- 2.) If payment in full is not received within 60 days after the notice of delinquency, the Association may, but shall not be required to send via certified or registered mail, return receipt requested, a notice of default to the owner.

G. Liens. Within 120 days after an owner's failure to pay any assessment or other charge, the Association shall cause to be filed a notice of lien against the property of the delinquent owner. The lien shall include fees, charges, late charges, attorney fees, fines and interest owed by the delinquent owner.

H. Referral of Delinquent Accounts to Attorneys. The Association may, but shall not be required to refer delinquent accounts to its attorneys for collection. Upon referral to the attorneys, the attorneys shall take all appropriate action to collect the accounts referred. After an account has been referred to an attorney, the account shall remain with the attorney until the account is settled, has a zero balance or is written off. All payment plans involving accounts referred to an attorney for collection shall be set up and monitored through the attorney. After consultation with the Board of Managers or the Association's managing agent, the attorney shall be entitled to exercise all available remedies to collect the amounts due, including judicial foreclosure and appointment of a receiver of the delinquent owner's property.

I. Referral of Delinquent Accounts to Collection Agencies. The Association may, but shall not be required to assign delinquent accounts to one or more collection agencies for collection.

J. Waivers. Nothing in this Policy shall require the Association to take specific actions other than to notify homeowners of the adoption of these policies and procedures. The Association has the option and right to continue to evaluate each delinquency on a case by case basis. The Association may grant a waiver of any provision herein upon petition in writing by an owner showing a personal hardship. Such relief granted an owner shall be appropriately documented in the files with the name of the person or persons representing the Association granting the relief and the conditions of the relief. In addition, the Association is hereby authorized to extend the time for the filing of lawsuits and liens, or to otherwise modify the procedures contained herein, as the Association may determine appropriate under the circumstances.

K. Delinquencies Constitute Covenant Violations. Any delinquency in the payment of assessments shall constitute a violation of the covenants contained in the Covenants, and following notice and an opportunity to be heard, the Association shall be entitled to impose sanctions on the delinquent owner consistent with the Association's Notice and Hearing and Enforcement Policy and Procedures.

19. Notice and Hearing and Enforcement Policy and Procedures.

A. Power. The Board of Managers shall have the power and duty to hear and make decisions regarding violations and written Complaints filed with the Board and impose fines or other sanctions, pursuant to these Policies and Procedures. The Board may determine enforcement action on a case by case basis, and take other actions as it may deem necessary and appropriate to assure compliance with the Amended Declaration for Chadlington House, a condominium project (“Declarations”), the Association’s Articles of Incorporation, Bylaws and rules and regulations promulgated thereunder (“Documents”), and to create a safe and harmonious living environment.

These enforcement provisions may be in addition to other specific provisions outlined in the Association’s Declarations, Articles of Incorporation, Bylaws or Rules and Regulations (“Governing Documents”), and the Association is not required to follow these enforcement provisions before seeking such other remedies. The Association may choose a legal remedy or seek assistance from other enforcement authorities, such as police, fire, or animal control, as it deems appropriate.

B. Notice and Hearing. In the event of any alleged violation of the Chadlington House Condominium Association’s Governing Documents, the following procedures shall apply:

- 1.) Notice of Alleged Violation. Notice of Alleged Violation of any provision of the Documents shall be provided to the applicable Owner by as soon as is reasonably practicable after the Board’s or Board-appointed committee’s receipt of such violation. The Board or Board-appointed committee may also, at its option, provide a copy of such Notice to any non-owner violator (“Related User”). The Notice shall describe the nature of the violation and shall further state that the Board may seek to protect its rights as they are specified in the Governing Documents.
- 2.) Service of Notices. Service of all notices required or permitted to be given hereunder shall be made as follows: If to an Owner and/or Related User: By personal delivery to the Owner and/or Related User; or by U.S. Mail, postage prepaid, addressed to the last registered address of the Owner and/or Related User as contained in the Association’s records. If to the Association: By personal delivery or U.S. Mail, postage prepaid, addressed to the Association in care of its registered agent and office, as maintained with the Colorado Secretary of State or such other address as the

parties may be advised of in writing. Any notice personally delivered shall be deemed received on the date of delivery, and any notice mailed shall be deemed received on the fifth day following the date of mailing.

- 3.) Request For Hearing. If an Owner desires a hearing to challenge or contest any alleged violation and possible fine, the Owner must request such hearing, in writing, within thirty (30) days from receipt of the Notice of Alleged Violation. The request for hearing shall describe the grounds and basis for challenging the alleged violation. If a hearing is not requested within the 30 day period, the Board or Board-appointed committee shall determine if there was a violation, and if so, may assess a reasonable fine within the guidelines contained in this Policy and Procedure within sixty (60) days of the expiration of the 30 day period. The Association's managing agent shall give notice of said assessment to the applicable Owner as provided in the Association's governing documents or this Policy and Procedure. Unless otherwise provided in the Association's Governing Documents, the fine assessment is due and payable upon receipt of notice of the fine assessment and is considered late 35 days after posting.
- 4.) Board or Board-appointed Committee to Conduct Hearing. The Board or Board-appointed committee shall hear and decide cases set for hearing pursuant to these Policy and Procedures. The Board or Board-appointed committee may appoint an officer or other Owner to act as the Presiding Officer at any of the hearings.
- 5.) Conflicts. Any Board or Board-appointed committee member who is incapable of objective and disinterested consideration on any hearing before the Association shall disclose such to the President of the Board or Chairperson of Board-appointed committee prior to the hearing on the case, if possible, or, if advance notice is not possible, then such disclosure shall be made at the hearing, and the Board or Board-appointed committee member shall be disqualified from all proceedings with regard to the hearing. If disqualification of any Board or Board-appointed committee member(s) results in an even number of remaining Board or Board-appointed

committee members eligible to hear a case, the Board or Board-appointed committee may, by majority vote, appoint an Association member, in good standing, to serve as a voting member of the hearing board.

- 6.) Hearing. The Board or Board-appointed committee shall inform the Owner of the scheduled time, place and date of the hearing, provided that the Presiding Officer shall explain the rules, procedures and guidelines by which the hearing shall be conducted and shall introduce the case before the Board by reading the Notice of Alleged Violation. Each party may make opening statements, may present evidence and testimony, may present witnesses, and may make closing statements. Neither the complaining parties nor the Owner (or owner's designee) must be in attendance at the hearing. However, the decision of the Board or Board-appointed committee at each hearing shall be based on the matters set forth in the Notice of Alleged Violation, Request for Hearing, and such evidence as may be presented at the hearing. Unless otherwise determined by the Board or Board-appointed committee, all hearings shall be open to attendance by all members of the Association.
- 7.) Decision. After all the testimony and other evidence has been presented to the Board or Board-appointed committee at a hearing, the Board or Board-appointed committee shall render its written findings and decision, and impose a reasonable fine, if applicable, within ten (10) days after the hearing. A decision, either a finding for or against the Owner, shall be by a majority of the members of the hearing board present at the hearing. The Board or Board-appointed committee may also issue and present for recording with the County Clerk and Recorder, a Notice of Finding of Violation. Upon satisfactory compliance with the Association's Governing Documents, the Notice of Finding of Violation may be released by the Association issuing and recording a Release of Notice of Finding of Violation.
- 8.) Fine Schedule. Unless otherwise provided in the Rules and Regulations, any violation of the Governing Documents will subject the Owner to a reasonable fine assessment imposed by the Association as follows:

- (a) Notice of Violation: Written warning letter or posting of notice.
 - (b) Fines shall be determined by the current “Schedule of Violations and Fines” as legally adopted by Board motion. Such schedule which will be reviewed and/or revised yearly.
 - (c) Fines may not exceed \$50.00 per day that such violation is found.
 - (d) In the event of a continuing violation, a daily fine may be levied, if, and only if, the Association’s agent performs a daily inspection to verify the violation is continuing.
- Notwithstanding any provision of this fine schedule or Policies and Procedures, the Association may use any legal means available at any time to enforce the terms of the Governing Documents.

C. Enforcement, Attorney’s Fees, and Fines/Sanctions. The Association shall be entitled to reimbursement of all reasonable attorney’s fees and costs incurred by the Association in connection with any enforcement action, including any proceeding under these Policies and Procedures. Without the limiting the Association’s remedies under the Governing Documents, the Association may assess fines and suspend membership privileges in accordance with these Policies and Procedures. If the violation involves damage to Association property, the violator shall pay the costs of repair or replacement. The Board may revoke or suspend the violator’s privileges for a period of time equal to the duration of the violation, except that any suspension of voting rights of a Member shall not exceed 60 days following any violation by such Member unless such violation is a continuing violation, in which case such suspension may continue for so long as such violation continues and for up to 60 days thereafter.

1) Fines may be levied for violations of the Documents as follows:

<u>Number of violations in a 12 month period</u>	<u>Fine Amount</u>
First violation:	Warning
Second violation:	\$300.00
Third violation:	\$450.00
Fourth violation:	\$500.00

A member of guest who accumulates more than 4 violations within a 6 month period will be deemed to be a habitual offender. Without limiting the Board’s ability to fine or suspend membership privileges in accordance with these Policies and Procedures, habitual offenders, continuing violations, or violations which have an indefinite commencement or termination date, shall all be subject to an additional fine of \$250.00 per month until the

violation is corrected, and suspension of membership privileges as determined by the Board. Further, in the event of a determination by the Board of a willful, wanton or flagrant disregard for the provisions of the Documents, or based on the severity of the violation, the Board may impose such additional fines as are deemed reasonable by the Board without regard to the schedule set for the above.

- 2) The owner of record of real estate subject to the Covenants shall have the primary obligation to pay fines imposed for their actions and of their tenants, family members, and guests. Fines imposed pursuant to these enforcement policies and procedures shall become an Assessment imposed against the owner of record of said real estate and enforceable as provided in the Covenants.

D. Violations or Offenses that Constitute a Present Danger. If, in its sole discretion, the Board deems that any violation is or may be an immediate or substantial threat to the health, safety or welfare of the community or an individual, the Board may impose any appropriate sanction as necessary to abate the threat to health, safety or welfare of the community or individual without prior compliance with Sections A through C above.

E. Miscellaneous.

- 1) Failure by the Association to enforce any provision of these Policies and Procedures shall in no event be deemed to be a waiver of the right to do so thereafter.
- 2) The provisions of these Policies and Procedures shall be independent and severable. The invalidity of any one or more of the provisions hereof by judgment or court order or decree shall in no way affect the validity or enforceability of any of the other provisions, which other provisions shall remain in full force and effect.
- 3) As used herein, the term "Board" shall include any tribunal or committee appointed by the Board consistent with the Governing Documents or consistent with the Colorado Revised Nonprofit Corporation Act.

20. Amendment. These Rules and Regulations may be altered, amended, revised or enlarged by the Board of Managers at any time. Written notice of any such change, amendment or revision shall be furnished to all owners following the adoption thereof.

21. Insurance. All owners are required to carry an insurance policy covering liability for damage to common, loss assessment, building and property at a minimum amount of \$300,000.

22. Speed Limit. In the interest of community safety, the speed limit within the Chadlington House driveway and parking lot is 5 MPH.

23. Proof of Delivery. All lessors of units in Chadlington House Condominiums shall be required to deliver to the Board of Managers at its legal address a document signed and dated by the lessee of that unit signifying that the lessee has received a copy of, read, understood and agreed to abide by the Rules and Regulations for the Chadlington House Association within 15 days of the beginning of the lease. If no lease is executed, the 15-day period begins on the date an owner's guest or tenant begins his/her residence. The Board of Managers will provide the blank document to all owners.

Chadlington House Condominium Association

President

Secretary