

GRAND LODGE CRESTED BUTTE RESORT CONDOMINIUM ASSOCIATION RULES AND REGULATIONS

The capitalized terms used in these Rules and Regulations shall have the same meaning herein as such terms have in the Declaration for Grand Lodge Crested Butte Resort Condominium Association, A Condominium, recorded October 6, 2004, at Reception No. 546965 of the records of Gunnison County, Colorado, unless otherwise defined hereunder.

1. Walkways, entrances, halls, corridors, stairways, sidewalks, parking spaces, driveways and roads shall not be obstructed or used for any purpose other than ingress to and egress from a Unit.
2. The exterior of the Units and all other areas appurtenant to a Unit shall not be painted, decorated or modified by any Owner (for purposes herein such term includes any family member, guest, tenant, employee and/or invitee of an Owner) in any manner without prior written consent of Grand Lodge Crested Butte Association, a Colorado non-profit corporation (the "Association"), which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association.
3. No bicycles, skis, barbecues, toys or other personal articles shall be allowed to stand in or on any of the General Common Elements, except in areas designated by the Association. All such areas shall be kept in a neat and sanitary condition at all times.
4. No Owner shall make or permit any noises that will disturb or annoy the occupants of any other Unit or do or permit anything to be done which will interfere, with the rights, comfort or convenience of other Owners or guests.
5. No awnings, window guards, light reflective materials, shutters, ventilators, fans or air conditioning devices or other machinery or equipment shall be placed in such a location so as to be visible from the exterior of any Unit except as shall have been previously approved in writing by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association.
6. No sign, notice or advertisement shall be inscribed or exposed on any portion of the Property or any Unit therein, except such as shall have been previously approved in writing by the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association.
7. All garbage and refuse shall be deposited with care in areas designated by the Association.
8. No aerials or antennas of any kind shall be attached to or hung from, the exterior of the Units, the roofs thereon, or protrude over any fence or balcony, without the prior written consent of the Association.

9. The agents of the Association and any contractor or workman authorized by the Association may enter any Unit at any reasonable hour of the day for any purposes permitted under the terms of the Declaration, Bylaws of the Association or Management Agreement. Except in case of emergency, entry will be made by prearrangement with the Owner.
10. No vehicle belonging to any Owner or guest shall be parked in such manner as to impede or prevent ready access to or egress from another parking space. All traffic flow markings and signs regulating traffic shall be strictly observed.
11. Owners shall not use and shall not allow their children or guests to use, any sidewalks, driveways, entrances, halls, stairways and passageways as a play area.
12. No Owner may keep more than two animals generally recognized as house pets ("Pet(s)") on the Property or within any Unit without the express written permission of the Association. Owner is responsible for all waste clean-up. Renters are permitted to have a pet only in first or second floor "pet-friendly" Units. Owners may have pets in their units on all floors. Each Owner or Renter shall be in control of his, her or its Pet(s) at all times that said Pet(s) is on General Common Elements. Such permission is revocable if the Pet(s) becomes noisy, menacing or obnoxious to other residents, in which event the Owner or person having control of the Pet(s) shall be given written notice to correct the problem, or if not corrected, the Owner, upon written notice by an officer of the Association, will be required to permanently remove the Pet(s) from the Property.
13. The Association assumes no liability for nor shall it be liable for any loss or damage to articles stored in any common or other storage area.
14. Any damage to the General Common Elements or common personal property caused by an Owner shall be repaired at the expense of such Owner. Owner's and Owners' agents shall use appropriate pads to protect elevator cabs when moving furniture or equipment.
15. The Managing Agent or, if there is no Managing Agent, then the Association, shall retain a passkey to each Unit. No Owner shall alter any lock or install a new lock on any door leading into the Unit without prior consent, and, if such consent is given, the Owner shall provide a key for the Managing Agent's or the Association's use.
16. No Owner shall carry on any business or trade from or in or on his or her Unit, or allow any other person to carry on any such business or trade. This prohibition, however, shall not prohibit persons from making or receiving business telephone calls within a Unit.
17. No motorcycle, motorbike, or ski mobile, golf cart or other motorized recreational vehicle shall be maintained, parked or operated on or within the Property without the specific written approval of the Association.
18. Each Unit is entitled access to one parking space only while the Unit is occupied. No vehicles may be stored on a long-term basis at Grand Lodge Crested Butte.

19. Management will provide signage indicating rules governing the use of the hot tub, including but not limited to hours of operation, safety warnings, and restricting skis and snowboard equipment in the building beyond the ski valet.
20. The Grand Lodge pool and hot tub are unique selling points which help drive our occupancy and room rental revenues for all owners. In alignment with our parking policy (#18 above) and to provide the best possible experience for our in-house guests; pool, hot tub, and fitness center access is only for guests and owners who are in-house during peak occupancy. This policy will allow for the occupancy levels to remain within the legal capacity allowed for the benefit of our guests. In-house guests and owners must be staying on property in a residential unit during the peak occupancy periods listed below:

- Peak December Holiday Period, Mid-December to early January
- MLK Weekends Friday-Monday
- President's Day Week
- Spring Break Weeks
- Summer Weekends
- Exclusive Group Bookings – Dates may vary

Throughout the rest of the year, owner access is open for owners and immediate family members: spouse, children, and siblings. Keys will be made for 1-day access and we will require advance notice and IDs from family members.

21. Any Owner making interior structural modifications to his Unit, as permitted in the Declaration, requiring permits from and/or inspections by the Gunnison County Building Department shall also be required to comply with additional specific rules and regulations, attached hereto as Exhibit A and incorporated herein by this reference.
22. The Executive Board shall have the power to impose reasonable fines, for violation of any duty imposed under the Declaration, the Bylaws, or these rules and regulations provided, however, nothing herein shall authorize the Association or the Executive Board to limit ingress and egress to or from a Unit. In the event that any occupant, guest or invitee of a Unit violates the Declaration, Bylaws or a rule or regulation and a fine is imposed, the fine shall first be assessed against the occupant; provided, however, if the fine is not paid by the occupant within the time period set by the Executive Board, the Owner shall pay the fine upon notice from the Association. The failure of the Executive Board to enforce any provision of the Declaration, Bylaws or any rule or regulation shall not be deemed a waiver of the right of the Executive Board to do so thereafter, (a) Notice. Prior to imposition of any sanction, the Executive Board or its delegate shall serve the alleged violator with written notice by certified mail to the address of the Unit and the address of the Owner on file in the Association's records describing (i) the nature of the alleged violation; (ii) the proposed sanction to be imposed [\$100 for first noncompliance, and \$1,000 for second noncompliance]; (iii) a period of not less than ten (10) days within which the alleged violator may present a written request to the Executive Board for a hearing; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed.
23. The foregoing Rules and Regulations are subject to amendment and to the promulgation of further regulations.