

COLUMBINE CONDOMINIUMS

RULES AND REGULATIONS

In accordance with paragraphs 7.1, 7.4, 9.4, 9.5, and 19.1 of the Condominium Declaration for Columbine Condominiums dated 11 January 1971, recorded 19 March 1971 in Book 426 at Page 491 of the Gunnison County, Colorado, records and 27 January 1972, recorded 10 February 1972 in Book 436 at Page 406 of the Gunnison County, Colorado, records and, further, under authority of the Colorado Common Interest Ownership Act (Article 38-33.3 of the Colorado General Statutes), the Board of Directors of The Columbine Condominiums, a Colorado non-profit corporation, hereby adopts the following rules and regulations for the Columbine Condominiums:

1. No animals or pets of any kind are allowed to be brought on site or in any unit by anyone, except that Columbine Owners are allowed to bring house pets. These house pets are not to be allowed to run loose on site and are not to be tied up outside any unit or in any common areas. No house pets are to leave any excrement on site.
2. The hours of operation of the hot tub, sauna, and steam room are from 10:00 a.m. to 10:00 p.m. Glass containers are prohibited at these facilities. All rules posted at these facilities must be followed. Certain amenities may be closed during periods of time when occupancy does not warrant them to be open.
3. The hours of operation of the laundry facilities are from 8:00 a.m. to 10:00 p.m.
4. Excessive noise after 10:00 p.m. is expressly prohibited both in units and on site. Such noise includes, but is not limited to, music, outdoor or indoor conversation, television sound, and automobile horns and engine noise.
5. Common areas are to remain clear of personal property.
6. All balconies must remain clear of all items which are visually objectionable, including, but not limited to, grills (except small electric grills which are permitted). Appropriate balcony furniture, bicycles, and sleds are permitted if they do not create too much clutter.
7. No appliances or fixtures may be affixed to common or limited common elements for any length of time without the prior written consent of the Board of Directors.

8. On site firewood is for the exclusive use of unit owners and guests. Firewood use should be kept to a minimum and not be used for unit heating. On site firewood shall only be used in Columbine unit fireplaces and stoves.

9. Waste, garbage, or debris when taken outside a unit must be put in appropriate containers which are located on site and shall not be left outside a unit's door or any place on site except in those containers.

10. (Modified and Adopted at Board of Director's Meeting 26 November 2017) Parking at the Columbine Condominiums ("Columbine") is subject to the following rules:

A) Parking at the Columbine is for those occupying a condominium unit ("unit") or an owner of a unit.

B) All authorized vehicles must display a Columbine parking permit which is issued by the Columbine Managing Agent ("Management"). Permits must be appropriately displayed for easy viewing from the outside of the vehicle. Usual display of the permit is attached to the inside rear view mirror.

C) No more than two motor vehicles (cars, trucks, and vans only) shall be allowed to be parked on the property for each condominium unit.

D) No motorized vehicle shall remain parked at the Columbine unless the same is in good working order and used for actual transportation.

E) No recreational equipment, trailer, or oversized vehicle such as motor homes shall be parked, stored or maintained on the property by any owner, guest or renter. Temporary parking, not to exceed four days, of such equipment or vehicle must be approved by Management and be properly permitted.

Violation of any these rules may subject the offending vehicle to be towed.

11. The leasing of Columbine Condominium units is subject to the following rules:

A) This shall apply to every lease of a unit or a part thereof which are for a term in excess of 29 consecutive calendar days regardless of the term of the lease. As used herein "tenancy" shall mean every occupancy of a unit or part thereof by a person who is not a unit owner or the spouse of a unit owner.

B) Every tenancy shall be pursuant to a written lease which shall provide that any failure of the tenant to comply with any provision in the Columbine Condominium Declaration, Bylaws, Resolutions or Rules and Regulations ("Condominium Documents") shall constitute a default under the lease.

C) The condominium unit owner who leases a unit or any part thereof shall be responsible for every violation of any provision in the Condominium Documents by the owner's tenant.

D) Prior to the commencement of any tenancy, the condominium unit owner who leases a unit or any part thereof shall file with the Association or its' Managing Agent:

i) A copy of the signed written lease governing such tenancy;

ii) The name, mailing address, home telephone number, work address and work telephone number, for every tenant and/or occupant of the condominium or any part thereof; and

iii) A statement signed by each tenant and/or occupant in which such tenant agrees to observe all terms and provisions set forth in all Condominium Documents.

12. (Adopted at Board of Director's Meeting 4 March 2007) No voluntary major construction or renovation projects in the condominium units are to be undertaken during the high season months of 15 December through 31 March, or 15 June through 15 September. "Voluntary" is defined as non-emergency work and/or work which is not required by the Association to be done. "Major construction or renovation" is defined as any project which requires the use of a drill, hammer or jackhammer for more than one day, which generates noise which can be heard outside the unit in which it takes place, or which requires the disruption of electric or plumbing services for more than two hours at a time. All voluntary construction or renovation work must be reported to the Columbine Condominium manager, who must inform residents of possible disruptions.

13. (Adopted at Board of Director's Meeting 23 February 2014) There shall be no use of tobacco and/or any other flammable, chewed or sniffed products in the Hot Tub/Gazebo common area of the Columbine.

"Tobacco and/or any other flammable, chewed or sniffed products" shall include but not be limited to cigarettes, cigars, pipes, chewing tobacco, snuff and marijuana or any other recreational drugs.

"The Hot Tub/Gazebo common area" shall be defined as that common area of the Columbine in which the Hot Tub and Gazebo are located lying between the South end of Building 1 to the North End of Building 2 and between the upper and lower sidewalks.

14. (Adopted at Board of Director's Meeting 10 February 2008) In that it is necessary for the safety and protection of the Columbine Common Areas and for the Managing Agent of the Columbine to fulfill its obligations by having access to the interior of units, the following is adopted: Any Owner or the Agent of any Owner wishing to replace the exterior door lock of his unit, shall first inform the Managing Agent of his intention of so doing and shall coordinate the installation of said lock through said Managing Agent. The new lock shall be keyed to the Columbine Master Key which is in the possession of the Managing Agent and, if there is a key code, the Managing Agent shall be given a written copy of said code number. If said Owner or Agent of Owner subsequently rekeys and/or changes the code of his lock, said Owner will insure that the lock may still be opened by the Columbine Master Key and that the Managing Agent has a written copy of said new code. The Managing Agent shall keep said Master Key and list of codes in a safe and secure place.

15. Violation (s) of any of the above Rules and Regulations by Owners, Guests of Owners, or renters, long term or otherwise placed in a unit by the owner or any agent of the owners may result in the imposition of reasonable fine(s) or other charges and penalties against said Owner.

Before any such fine is imposed, the Board of Directors shall cause to be given written notice of a hearing before a committee consisting of not less than three members of the

