

**AMENDED AND RESTATED RULES AND REGULATIONS**  
**FOR THE RESIDENTIAL AND COMMERCIAL UNITS OF THE**  
**MOUNTAIN PLAZA CONDOMINIUM ASSOCIATION**

~~Revised September , 2009 July 15, 2008 September 23, 2007~~ **Proposed**

**1.0 INTRODUCTION**

- A. These amended and restated Rules and Regulations (“Rules”) are adopted by the Executive Board (“Board”) of the Mountain Plaza Condominium Association (“Association”) in accordance with Article 7.07(e) of the Declaration and Section 2.2(a) of the Bylaws as of May 31, 2007, as authorized by Section 302(1)(a) of CCIOA, and by action of the Board, were ratified by the Owners in a Specially called meeting on \_\_\_\_\_ ~~(to be submitted)~~, ~~2007 2008~~. These Rules are designed to protect the common interests of every Owner and Unit occupants, and to collectively assure the rights of all Owners and occupants of the Mountain Plaza Condominiums. Violations may be reported by any occupant or Unit Owner or by a representative of the Manager of this Common Interest Community (“Manager”) by signing and delivering a written explanation of the asserted violation to the Manager's office.
- B. These Rules, the Second Amended and Restated Articles of Incorporation, the Revised Second Amended and Restated Bylaws and the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Mountain Plaza Condominiums (“Declaration”) (collectively, the "Association Documents") shall be enforceable by the Board and (as delegated by the Board) the Manager. Appropriate legal action as authorized by the Association Documents may be taken for infractions hereof.
- C. The Association will make copies of these Rules and all other Association Documents available to any Owner or occupant requesting the same at the Manager's office or otherwise as the Board shall provide in accordance with the Association Documents and applicable law including the Colorado Common Interest Ownership Act (“CCIOA”).
- D. A signed and dated acceptance form from each Owner and occupant indicating that each has read, understands, and agrees to abide by these Rules shall be kept on file in the Manager's office. The name and address of the Manager of the Association shall be made known to all Unit Owners.
- E. These Rules replace and incorporate all prior existing Rules of the Association.
- F. Capitalized terms not defined in these Rules are intended to have the same meaning as in the Association Documents.

**2.0 ASSESSMENT AND FINES (Residential and Commercial)**

- A. The assessment and collection of Assessments, other charges, costs, interest, fees, fines, and other Assessments are governed by the Association Documents.
- B. Assessments are due and payable to the Mountain Plaza Condominium Association (“Association”) quarterly by the end of the first month of each calendar quarter.
- C. If any Assessment imposed under the Declaration is not timely paid, the Association may also collect costs, including interest and reasonable attorney’s fees from the date of delinquency at the rate of 21% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the subject Condominium, and interest, costs, and reasonable attorneys' fees of any such action as provided for in the Association Documents including Article XII of the Declaration.
- D. The Association may, in accordance with the provisions of the Association Documents including these Rules and Regulations, levy fines against Owners and occupants who violate any provision of the Association Documents (including these Rules). Such fine may be levied following prior written notice sent by first class mail or personal service providing the Owner or occupant an opportunity to be heard before the Board on the subject violation. Fines shall be in accordance with the Association Documents. All such fines shall become an expense of the subject Unit and shall be due and payable with the next installment of General Assessments. All such fines may be filed as a lien on the subject Unit in the manner provided in the Declaration, and may be referred for legal action; and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such fine.
- E. Schedule of Fines
  - (1) Subject to the other provisions of the Association Documents (including Article 12.01(c)(ii) of the Declaration) the following fine schedule has been adopted for all violations or infractions of these Rules and Regulations or other provisions of the Association Documents of:
    - a) First Violation = Warning Letter
    - b) Second Violation (of same rule or provision of the Declaration):
      - Violation of Residential Use Covenants (Section 7.05 of the Declaration) - \$75 per day
      - Rules and Regulations Violations - \$100 per violation per month.
      - By Law Violations \$100 per incident per month.
      - Violation of Architectural Control (Section 7.06 and 7.07 of the Declaration) - \$100 per day

Damaging or disabling Fire Safety Equipment or removing Carbon Monoxide detectors.

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- c) Third and subsequent violations (of same rule or provision of the Declaration) - Double the initial fine.
- (2) Where the violation or infraction is a continuing one, the continuation thereof for each day shall be deemed a separate and distinct violation and infraction resulting in a separate fine of commencing on the date of commencement of such violation.
- (3) Nothing contained in this schedule of fines shall limit other means of enforcing the Provisions of the Association Documents (including, but not limited to injunctive relief) as set forth therein.

#### F. Notice

The Association shall promptly notify the Owner of a Unit in writing of the assessment of any fine, and such assessment shall be promptly paid by such Owner.

### **3.0 ACCESS PRIVILEGES (Residential and Commercial)**

- A. Each Owner shall be entitled to access and to use the General Common Elements and the Limited Common Elements appurtenant to such Owner's Unit as provided in the Association Documents, except to the extent that such access is otherwise restricted by specific policies, procedures, or these Rules.
- B. Owners who have leased their Unit to another (short or long term) shall be entitled to have access to the General Common Elements only for the purpose of entering a Unit they have leased to a third person, for the purpose of conducting Association business, or as allowed by a lease.
- C. All Owners must provide the Manager with a spare set of keys, which will be maintained in the Manager's office for emergency entrance to the subject Unit and for the Manager's use only. Any rekeying of a Unit must be done through the Manager. The Manager shall provide keys to all owners and guests during reasonable hours at no cost to the owner or guest and provide access to keys at all times on an emergency basis for a fee to be determined by the Board.
- D. In the interest of safety to insure compliance with the Association Documents (including these Rules and Regulations) the Manager of the Association shall not less than monthly (or otherwise at the direction of the Board) inspect the interior of each Unit and shall report to the Board in writing any violation thereof and any correction (or proposed correction).

### **4.0 BUILDING ACCESS POLICY (Residential and Commercial)**

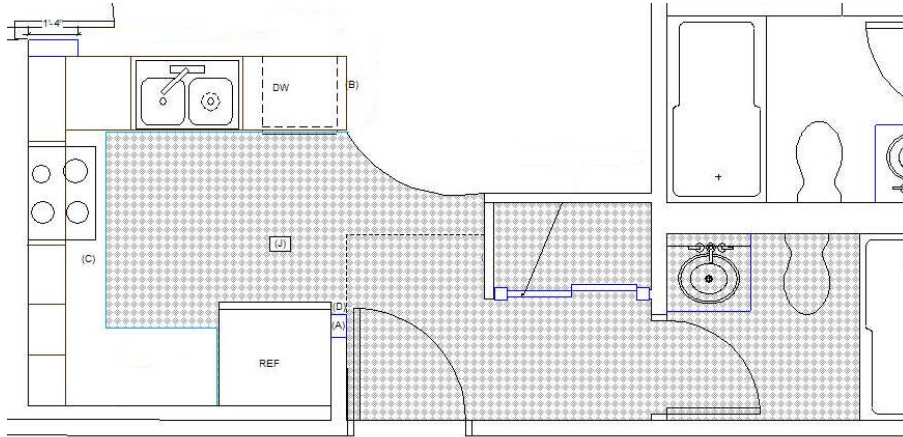
- A. Doors leading into and out of the elevator lobbies in the Mountain Plaza Garage ("Garage") must

be closed and kept closed at all times and after each passage.

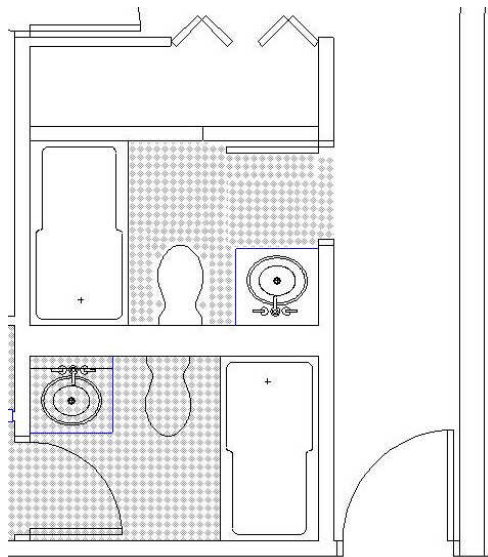
- B. All Owners and occupants must be aware and alert to the need for security of the Mountain Plaza Building (“Building”) at all times and immediately report any suspicious activity or loitering to the Manager.

**5.0 ALTERATIONS –GENERAL RULES (Residential and Commercial)**

- A. No alteration, modification, or addition is permitted in or about any Unit except in accordance with Sections 6.02 and 7.06 of the Declaration and including the attached and incorporated Contractor Guidelines. This includes but is not limited to the enclosure of a balcony, plumbing alterations, electrical alterations and flooring alterations. Any such changes may negatively impact the structural, architectural, electrical, mechanical integrity and sound engineering of the Building.
- B. Forms and Contractor Guidelines shall be available in the Manager's office for use in applying to the Board for prior written approval of any such alterations, modifications, or additions. Specific plans and a written description of the alterations shall be reviewed and approved by the Board or the Manager acting for the Board prior to initiating any work or application for permits. If in the opinion of the applicable building official a permit is required, the building official responsible for issuing permits shall be asked to indicate on the Association’s form whether or not one or more permits are required. The Association’s specific requirements in these Rules and Regulations shall be included in any application.
- C. Drilling into, or making any other alteration to concrete ceilings, and concrete floors is not allowed unless a building permit is obtained. No area drains may be removed, relocated, or otherwise tampered with. Due to the presence of tension cables in the floors and ceilings, a structural engineer must approve any attachment. In any event, no hole may be drilled in any part of the Building which penetrates more than 3/4" without a review by a structural engineer designated by the Board. Generally, an x-ray or ultrasound examination might be required.
- D. Due to potential noise problems, floor tile is not permitted in residential units except for the enclosed area of the bathrooms, the kitchen, and the kitchen hallway stopping at the same end points as the kitchen tile and bathroom tile. Tile may also be laid up to 5 feet from the entry door into the unit. The tile in the kitchen hallway may be extended beyond the 5 foot limit to connect the kitchen area to the entryway. This tile must be tapered to minimize the amount of tile used. Example tile areas are given below:



**Figure 1 - Kitchen and Bath Tile Sample Layout**



**Figure 2 - Bath Tile Sample Layout**

- E. Due to the very unique layout of the 7th Floor of Mountain Plaza, which creates areas where end points of bathrooms may exceed the tile limitation for doorways (set forth in section 5.0 D of the Rules and Regulations), a variance is permitted which is specifically limited to units on the 7th Floor to allow for an area of additional tile measuring up to 3' x 5' beyond the entry tile so that the tile flows to the end point of the vanity/bathroom (in whichever units this condition exists).
- F. Any changes impacting fire sprinklers, fire alarms, TV or Cat 6 Ethernet cables must be completed by the Association's appointed contractor at the Unit Owner's expense. Fire Alarms, Fire Sprinklers, and Cat 6 Ethernet outlets must be covered before any contractor or owner initiates any remodeling or painting. If there is a failure to cover, the Fire Department may require that the Association immediately replace the alarm fixture and/or the fire sprinklers and charge the owner. In addition, owner or contractor construction dust spilled in the hallways could cause replacement of one or more hallway fire alarms. Care must be taken in repainting Units to avoid putting any paint on fire sprinklers and alarms. An inspection must be arranged by the Owner before and after repainting with the Manager who will complete an inspection form. If paint is spilled on any fire fixture, the fixture must be repaired or replaced at the Owner's expense.
- G. Nothing shall be hung or placed on the outside of Unit doors or placed in the hallway outside of any Unit. This includes floor mats which interfere with vacuuming and normal maintenance of the hallway or which could be a tripping hazard to hallway users.
- H. Except as provided by the Association Documents, the Declaration, By-Laws, the Copper Mountain Architectural Committee, or Summit County, no signs or posters of any kind may be displayed outside of any Unit, or in the windows or on the balcony of any Unit that is visible from any point outside of the Unit.
- I. Failure to comply with *Sections* 6.02 and 7.06 of the Declaration regarding any alterations, modifications, or additions may result in enforcement action (in addition to and not in lieu of fines) as provided in the Association Documents. Moreover, the Association may in its discretion remove or remedy any nonconforming alteration, modification, addition, items, or signs and charge the cost thereof to the Owner, which shall be a lien upon the subject Unit as provided in the Association Documents and CCIOA.

#### **6.0 REMODELING OF PORCHES (Residential Units)**

- A. The following are specifications for remodeling of porches on Floors 3 through 6 of the Building for the purpose of joining the porch to the living room.
- 1) No such porch remodeling shall be undertaken in any Unit until such time as the Supplement to the Condominium Map and any necessary amendments to the CC&R's have been approved; provided, however, the Board may approve such remodeling prior thereto where exigent circumstances exist and upon such terms and conditions as the Board shall impose.

- 2) New porch window Units must be installed with dimensions, colors and materials in accordance with the attached drawings as accepted by the authority issuing building permits for construction. Remodeling of the existing window Unit will not be permitted. External colors and materials must match the existing porches.
- 3) Units facing the ski hill (southern exposure) must install gray tinted glass and Low E glass to reduce overheating. All glass areas shall be double pane with thermal breaks.
- 4) Heating Units must be relocated around the perimeter of the porch and engineered for the additional heating of the porch.
- 5) Existing heavy duty screens must be retained or replaced with like kind for any window opening.
- 6) Hopper windows will be permitted on the two main window locations and single hung will be permitted on the side window locations.
- 7) Not later than December 31, 2005 (Effective January 1, 2006) and annually thereafter the Board shall amend the square footage calculation for each Unit (and Exhibit "A" to the CC&R's, the Unit's percentage interest in Residential General Common Elements) to reflect the amendments in Unit sizes caused by porch remodeling during that calendar year. No increased dues shall be assessed during the year of construction.

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#### **7.0 REMODELING OF WINDOW COVERINGS (Residential and Commercial) (Previously Approved)**

- A. In order to promote a uniform look on the exterior of the building and preserve real estate values, the following standards and specifications shall apply:
- 1) All Floors - While interior facing colors are the personal choice of the Owners, exterior facing window coverings shall display a white color approved by the Board of Directors. Shutters or blinds will not be allowed.
  - 2) Window covering materials shall meet the standards of NFPA 701 for Fire Safety.
  - 3) Blackout linings are required in all sleeping rooms.
  - 4) Existing window coverings that are non-conforming shall be allowed for five years from the effective date of these Rules.

#### **8.0 REMODELING OF RESIDENTIAL KITCHENS AND BATHROOMS (Residential)**

- A. Due to restrictions imposed by the fire alarm system, the following specifications apply to remodeling of residential kitchens:

- 1) All electric stoves must be placed on the wall opposite the kitchen entrance.
- 2) A hood fan or a combination microwave and hood fan shall be installed over the stove with a smoke filtering system and a fan capacity of at least 315 cfm.
- 3) Existing kitchens that have been remodeled without any hood system over the stove may incur excessive fire alarm calls. Any excess charges by the fire department for such calls shall be assessed against such Unit(s).

B. Retrofit – All kitchens must be fitted with a hood/fan or a combination microwave and hood/fan over the stove with a smoke filtering system and a fan capacity of at least 315 cfm prior to November 1, 2008..

C. Remodeling of bathrooms must observe the following specifications to guard against mold intrusion into common areas:

- 1) Before installing new tile or other material in tub surrounds, the walls must be exposed, inspected and recovered with a waterproof material approved by the applicable building authorities such as “green board” “wonder board” , etc.
- 2) Heat lamps cannot be located near doors or fire sprinklers.
- 3) Light fixtures that point upwards and could scorch the ceiling must be replaced.
- 4) An approved exhaust fan with filter must be maintained in each bathroom. It should be serviced periodically as recommended by the manufacturer.
- 5) Tub/shower fixtures must be replaced with “scald proof” fixtures by November 1, 2007.

**9.0 OUTSIDE CONTRACTORS WORKING IN UNITS (Residential and Commercial)**

- A. The Manager must be notified two weeks prior to any and all construction, remodeling, or contracted work to be performed in any Unit. The Manager will require each Contractor to fill out an information form prior to starting work and sign a current copy of Contractor Guidelines issued by the Manager and approved by the Board. The Manager shall specify the required amounts of liability coverage, and the amount of cleaning and damage deposit (not less than \$200.00), before the work may proceed.
- B. Any work being done inside the Unit normally requires a permit from Summit County. That permit must be posted and/or filed with the Manager prior to the work commencing.
- C. Any Owner or occupant contracting to have work done in a Unit will assume full responsibility for the following:
  - 1) Compliance with the alterations policy described in these Rules and including Sections 6.02 and 7.06 of the Declaration,
  - 2) Any and all applicable Summit County regulations

**10.0 OUTSIDE SERVICE PERSONNEL; CATERERS, ETC (Residential and Commercial)**

- A. Any Owner or occupant utilizing outside caterers or service personnel in connection with use of the Conference Rooms, the Terrace or in any Unit will assume full responsibility for the following:
  - 1. Advising the Manager not less than seven days in advance of the occupant's intended use of caterers or other service personnel.
  - 2. Caterers, etc., must use the Garage and the elevator for access to the Conference Rooms, or any Unit.
  - 3. Complying with all applicable laws, rules and regulations of government entities.

**11.0 MOVE-IN AND MOVE-OUT OF FURNISHINGS (Residential and Commercial)**

- A. The Board may take any act or exercise any remedy afforded the Association under the Declaration to monitor and regulate all move-ins and deliveries.
- B. All moves shall take place between the hours of 10:30 AM and 3:30 PM, Monday through Saturday. There shall be no moving during the evening or night hours, and there shall be no moving on Sundays. The Manager shall maintain a move-in log to provide a written record of all move-in and delivery activities, and to record the receipt and disposition of all damage and cleaning deposits. The Manager may in its discretion extend the time for moving in or out

for small articles and limited deliveries.

- C. The Owner shall be responsible for seeing that all requirements are met before any move occurs. Advanced arrangements must be made by the Owner with the Manager before any move takes place. Advance arrangements include but are not necessarily limited as provided herein below.
- D. All Owners, occupants and contractors or other representatives of an Owner moving furniture or construction materials into or out of the Building must first provide a \$200.00 damage and cleaning deposit to the Manager. If paid by check, such check shall be made payable to "The Mountain Plaza Condominium Association". The Owner shall be responsible for the cost of any and all damage repairs and clean-up necessitated by deliveries, whether caused by the Owner, an occupant or by a third party performing the deliveries. Following the complete delivery, the deposit shall be returned after a joint inspection by the Owner or occupant and the Manager to determine repairs and cleaning necessitated by the Owner's deliveries. In the event of repair or cleaning claims by the Association, the Association shall hold the deposit until the claim is resolved to the reasonable satisfaction of the Association. If the cost of the repairs and cleaning is less than the amount of the deposit, the difference shall be refunded to the Owner as soon as practicable. In the event the cost of such repairs and cleaning exceeds the deposit, the Owner shall pay such excess to the Association within 15 days following written notice to the Owner. If not so paid, the unpaid amount may be assessed against the subject Unit as provided in the Declaration.
- E. As to any persons moving into Mountain Plaza other than an Owner, submission of a copy of the written lease by the Owner, which lease is subject to the provisions of *Section 7.05* of the Declaration. The occupant that is moving into the building must provide the Manager a copy of homeowner's insurance *policy* prior to the move and a signed Rules and Regulations compliance form.
- F. It shall be the responsibility of the Owner for assuring that all the requirements of these Rules are complied with relating to moves, and the Manager, on behalf of the Association, shall have the right to deny access to Mountain Plaza to any person or company attempting to make move-ins or deliveries which do not comply with these Rules.
- G. The Manager prior to any move in / out or large delivery shall flag or otherwise mark the sprinkler heads. The Owner must do a pre-and post-move walk through with the Manager.

## **12. POLITICAL SIGNS & AMERICAN FLAGS**

Within the time limitations defined in Section 106.5(1)(c)(I) of CCIOA an Owner or Occupant of the Unit may display one Political Sign per political office or ballot issue that is contested in the Election. A Political Sign may be no larger than 36" x 48" or the maximum allowed by any applicable city, town, or county ordinance that regulates the size of political signs on residential property, whichever is smaller.

An American Flag and/or service flag may be displayed in the window of the Unit Owner's

porch between nine by sixteen inches and ten by eighteen inches.

**13. PARKING, GARAGE, AND STORAGE SPACES (Residential and Commercial)**

- A. No trailers, motorhomes, snowmobiles, boats, etc. will be permitted, kept, or stored in any Garage parking space at any time except with special written permission from the Manager, and then only for a short, temporary period of time in unusual circumstances not to exceed 72 hours.
- B. Washing of cars or other vehicles, or making mechanical repairs on vehicles, is not permitted in the Garage or on Mountain Plaza outside property. Vehicles shall be maintained so as to avoid excessive and unsightly oil and other operating fluid stains or pools under the vehicles on the Garage floor. Vehicles Owners are responsible for the cleanup of excessive fluid leakage if it does occur. The Association may, at its option, clean the parking spaces of excessive fluids, and the amount thereby incurred may be assessed against the subject Unit.
- C. Storage of any type in parking spaces is prohibited. Storage of personal property other than vehicles in the parking spaces constitutes a violation of enforceable fire codes. Such items will be removed by the Manager at the expense of the Owner of the subject Unit and if not claimed within 20 days will be disposed of.
- D. The Association will not assume any responsibility for loss of or damage to any parked vehicle or items in the Building storage spaces, or for loss of or damage to any vehicle parked in any parking space. Persons using the storage spaces shall be careful to do so in such a manner that nearby vehicles are not scratched or damaged.
- E. There shall be no parking where indicated by No Parking signs or yellow curb markings.
- F. Any vehicle parked or abandoned in any general or limited Common Element, is subject to immediate *booting or* towing at vehicle Owner's expense.
- G. Handicap parking spaces are subject to the special rules of the Association.

**14. BICYCLES (Residential and Commercial)**

- A. Bicycles should be kept in the Unit. Bicycles are permitted to be brought into and out of Units only through the elevator, access to which shall be made only through the Garage. No bicycles may be taken in or out through the lobby areas of Mountain Plaza.
- B. Bicycle racks may be provided by the Manager in the Garage. If so, any bicycles stored and locked in the bicycle racks provided must be registered with the Manager.

**15. RULES FOR USE OF CONFERENCE FACILITIES (Residential and Commercial)**

- A. Reservations for the use of the Conference Rooms may be made by an Owner or occupant

by making arrangements in advance with the Copper Mountain Conference Services. The Conference Rooms and Terrace are available to be reserved on a first-come, first-served basis.

- B. A non-refundable usage fee and a returnable damage and security deposit are required in advance with each reservation, along with a "usage agreement" signed by the Owner or occupant making the reservation.
- C. The amount of the usage fees and the damage and security deposit shall be established and from time to time adjusted by the Board, shall be collected by the Manager, and if paid by check shall be payable to "The Mountain Plaza Condominium Association" or Copper Mountain Conference Services.
- D. The Owner or occupant hosting a private function in the Conference Rooms/and or the attached Terrace will be responsible for payment for general housekeeping thereof.
- E. The Owner or occupant shall be responsible for the cost of any and all damage repairs and clean-up necessitated by use of Conference Rooms, whether caused by the Owner, the occupant(s) or by third parties. Following the event, the damage and cleaning deposit shall be returned after a joint inspection with the Manager to determine repairs and cleaning necessitated by the event. In the event of repair or cleaning claims by the Association, the Association shall hold the deposit until the claim is resolved to the reasonable satisfaction of the Association. If the cost of the repairs and cleaning is less than the amount of the deposit, the difference shall be refunded as soon as practicable. In the event the cost of such repairs and cleaning exceeds the deposit, the Owner or occupant shall pay such excess to the Association within 10 days following written notice. If not so paid, the unpaid amount may be assessed against the Unit.
- F. Alcoholic beverages may be served but not sold at any event held in the Conference Room unless covered by Copper Mountain's license. No usage of illicit drugs or controlled substances of any kind is permitted in, around, or near any Mountain Plaza facility at any time. Alcoholic beverages may not be sold in residential units.
- G. Willful violation of any of these Rules during any private function shall be sufficient grounds for the Manager to terminate the event or function, and for the Manager to deny any future use of the Conference Rooms by the offending Owner or occupant.

**16. USE OF THE MAIN LOBBY AND OTHER COMMON AREAS (Residential and Commercial)**

- A. The lobby is intended as a place where Owners and occupants may wait for and greet guests, say good-bye to guests, lounge, read, wait for taxi cabs, or greet other owners or occupants while picking up their mail.
- B. There shall be no movement of bicycles, carts, dollies, or transport of any materials or items, not hand carried, through the lobby at any time.

- C. No common areas shall be used as play areas. Bicycling, roller blading, skateboarding, etc. is not permitted in the Garage or in or around the Building, outside parking, or other common areas.
- D. In accordance with the Colorado Clean Indoor Air Act (CRS §25-14-201 et seq. as amended) smoking is strictly prohibited in all of the common areas of Mountain Plaza, including but not limited to the Building, its hallways, restrooms, conference rooms, the terrace, lobby, hot tub and surrounding area, trash rooms, garage and any other space designated as a common area in the Declaration or on the Condominium map as amended and revised.

**17. TRASH CHUTES (Residential and Commercial)**

- A. Trash chutes are provided in the "Trash Rooms" on each floor of the Building. All trash and garbage, including vacuum cleaner bags and kitty litter, must be sacked and tied. It is not permissible to dump any loose trash or garbage down these chutes at any time. To do so not only creates a fire hazard, but is also very unsanitary (it attracts insects and rodents) and is unsightly. Plastic grocery bags are ideal for garbage pail liners and sacking and tying the contents before disposal.
- B. Trash chutes may only be used between the hours of 7:00 AM and 10:00 PM.
- C. It is not permissible to leave or place any trash in the stairwell around or under the trash chutes, or around the large dumpster bins.
- D. Large items, furniture, appliances, etc., must not be placed in the dumpsters, which are for trash and garbage only. Arrangements may be made through the Manager's office for the pick-up and disposal of appliances and other large items, at the Unit Owner's expense.
- E. All boxes must be broken down and placed in the trash room located in the Garage level. Owners and occupants who do not place their broken down boxes or break down the boxes in the Occupant trash room will be subject to fines by the Association.

**18.0 PETS (Residential and Commercial) [See Declaration, Article 7.07(a)]**

- A. The keeping of pets in Mountain Plaza is subject in all respects to the Association Documents. It is the responsibility of every pet Owner to control their pets in such a manner as to ensure that they do not interfere with other Owners' and occupants enjoyment of their property. All pets are to be kept within the Unit in which they live. No pets are allowed to be out in the hallways.
- B. Pets are not permitted in any General Common Elements at any time, other than as necessary to bring such pets into and out of the Building, except for pets licensed to attend disabled or handicapped persons.

**19.0 RULES FOR LONG TERM LEASING OF UNITS (Residential and Commercial)**

- A. The procedures for and restrictions upon the leasing of Units shall be in accordance with the Association Documents including these Rules and must be followed by all Owners. All Residential Unit Leases or tenancies longer than 60 days are subject to the advance written approval of the Board to determine their compliance, and the Owner shall be responsible for providing a copy of the lease to the Association and obtaining such approval in advance of executing such lease. The Owner may redact financial information in such lease, such as the rental rate being paid.
- B. There shall be no more people residing in a Unit than there are permitted by applicable zoning ordinances.
- C. After approval by the Board, all leases shall be maintained on file with the Manager's office. Owners must provide the names, business address, and telephone number of the tenant and all Owners.

**20.0 GENERAL AND MISCELLANEOUS (Residential and Commercial)**

**A. Inflammable Materials**

Storage of gasoline, oily rags, or any other highly inflammable materials is strictly prohibited in the Storage Spaces or in any other place within the Building. Gasoline must be stored in OSHA approved containers in a location approved by the Board.

**B. Fireworks and Firearms**

No fireworks or firearms may be discharged or fired from the balconies, roof, or in or around the Building at any time.

**C. Investment of Funds**

Funds of the Association shall be invested only in Banks insured by the Federal Deposit Insurance Corporation.

**D. Wood and Gas Fireplaces**

The Association Board shall arrange for an inspection of all wood fireplaces every year and gas fireplaces every two or three years by a certified inspector and charge each owner for the cost thereof. Inspections are also required when remodeling and/or converting from wood to gas.

**E. Carbon Monoxide Detectors**

Carbon Monoxide detectors of a standard design specified by the Board shall be required in every commercial and residential room and all common area facilities.. Where a fireplace is in the room, it shall be located not over 15 feet from the fireplace. Initially, all detectors

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shall be provided by the Association. Owners and/or their agents such as rental managers shall be responsible to ensure that the detectors remain in place before any occupancy and notify the Association immediately if one or more are missing. The Association manager shall handle replacements and make regular inspections for compliance. A fine shall be assessed for non compliance. Any room not containing a detector shall not be occupied until a replacement is in place.

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#### **EE. Sellers Disclosure Documents**

As required by CRS §38-35.7-102(1) after January 1, 2007, every contract for the purchase and sale of residential real property in a common interest community shall contain a disclosure statement in bold-faced type that is clearly legible and in substantially the following form:

“THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR SUCH COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNER’S ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS, AND RULES AND REGULATION WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.”

#### **21.0 INTERPRETATION OF THE RULES AND REGULATIONS (Residential and Commercial)**

- A. The interpretation of the Rules will be in the reasonable discretion of the Board.
- B. No failure of the Board to insist on the strict adherence to any provision of these Rules shall constitute a waiver of such provision. Failure to enforce any provision of these Rules shall not prevent the Board from exercising any of the remedies found in these Rules or the

Association Documents for subsequent breach.

- C. These Rules and Regulations are designed to protect the common interests of every Owner and occupant, and to collectively assure the rights of all Owners and occupants of Mountain Plaza Condominium Units.
- D. These Rules, the Declaration, the Articles and the Bylaws (collectively, the "Association Documents") shall be enforceable by the Board and the Manager.
- E. The Association will make copies of these Rules and all other Association Documents available to any Owner or Occupant requesting the same at the Manager's office
- F. OWNERS ARE IN ALL CASES RESPONSIBLE FOR ANY AND ALL INFRACTIONS OF THESE RULES AND THE ASSOCIATION DOCUMENTS COMMITTED BY THEMSELVES AND THEIR FAMILIES, GUESTS, INVITEES, LICENSEES AND LESSEES/PERMITTED OCCUPANTS. OWNERS ARE RESPONSIBLE FOR THE BEHAVIOR OF ANY CHILDREN LIVING WITH THEM OR VISITING THEM, ANY FINES AS A RESULT OF THEIR ACTIONS WILL BE ASSESSED AGAINST THE OWNER OF THE UNIT.

**22.0 AMENDMENT OF THE RULES AND REGULATIONS (Residential and Commercial)**

A. After due consideration, the Board will draft or cause to be drafted proposed rules and/or amendments of rules ("proposed rules") for the Board's proposed rule-making.

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B. The Board will cause notice of the proposed rulemaking and copies of the proposed rules to be sent by regular first class mail or hand delivered to the Owners at their addresses of record with the Association, such mailing or delivery to be completed no less than 30 ~~\_\_\_\_\_~~ ~~The Rule~~ days prior to the Board meeting at which the Board will consider adoption of the proposed rules.

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C. The notice of rule-making will both request Owners' written comments on the proposed rules to the address specified in the notice, to be received no less than 10 days prior to the proposed rule-making meeting of the Board, and the Owners' personal oral comments to the Board at the rule-making meeting of the Board at the specified time, date, and place of meeting.

D. At its rule-making meeting, the Board will reasonably consider the Owners' written and oral comments on the proposed rules. After the Board has considered the Owners' comments, the Board will act upon the proposed rules upon proper motion, second, and discussion by the Board members only (and any others only as specifically requested by the Board) to adopt, reject, amend, or otherwise act upon the proposed rules, including, among other normal procedures of the Board, to adjourn the meeting from day to day or as otherwise specified by the Board.

E. Upon adoption of the final rules, as the rules may be amended by the Board, the Board shall mail by regular first class mail, email or hand deliver the rules as adopted to the Owners at

their addresses of record with the Association.

F. The rules will be numbered and will show the date of adoption and the date on which each rule shall be effective.

G. The Association shall maintain the current, effective rules in an orderly manner so that Owners and Board members may readily access the rules.

~~s and Regulations may be amended at any meeting of the Board subject to advance notice to Owners and setting forth in writing, the proposed amendment.~~

~~B. The Rules and Regulations may also be amended at any meeting of the Unit Owners by a majority vote subject to an advance notice to all Unit Owners as prescribed in the By Laws setting forth in writing, the proposed amendment.~~

### **23.0 ENFORCEMENT OF ASSOCIATION DOCUMENTS**

A. The Board may determine enforcement action on a case by case basis and take other actions as it may deem necessary and appropriate to ensure compliance with the Association Documents. These enforcement provisions may be in addition to other specific provisions outlined in the Association 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.