

Rules and Regulation for the Wood Creek Condominiums Owners' Association, Inc.

Modified June 29, 2023

The following Rules and Regulations for the Wood Creek Condominiums Owners' Association, Inc., a Colorado nonprofit corporation ("Association"), were adopted on the date listed above by the Board of Directors of the Association.

NOW, THEREFORE, IT RESOLVED that the Association does hereby adopt its Rules and Regulations, as follows:

The following Rules and Regulations apply to all residents, whether they are OWNERS of the condominium units, Guests of owner, or RENTERS of the condominium units. OWNERS ARE "RESPONSIBLE" FOR INFORMING TENANTS, FAMILY AND FRIENDS OF THE RULES AND REGULATIONS, AND INFORMING THEIR PROPERTY MANAGEMENT FOR ANY VIOLATIONS.

Arrival/Parking /Safety and Security:

1. For safety and security reasons, Residents/Owners must register with the Crested Butte Lodging (CBL) Managements' Front Desk IMMEDIATELY upon their arrival into the Condominium unit they are scheduled to occupy. This can be done by calling the Crested Butte Lodging & Property Management (CBL) Front Desk at 970-349-2400.
2. All vehicles parked on Wood Creek property must be called in upon arrival and identified to CBL and a valid parking permit will be issued. After notification, a one day grace period will be authorized to obtain and display your parking permit. Permits may be obtained during regular business hours (10am-4pm, seven days per week) from CBL's office located in the Three Seasons Building (701 Gothic Road Mount Crested Butte). Towing and/or booting will be enforced to keep unauthorized vehicles from parking in our private parking lot for safety, insurance, and liability issues.
3. No more than two cars, trucks, or vans shall be kept, maintained, or allowed on the property of Wood Creek Condominiums for each residential condominium unit. No vehicles shall remain parked upon the property without a valid parking pass and unless the same is in good working condition and used for actual transportation. Recreational equipment and trailers may be parked, stored, or maintained by a unit owner or renter in the parking lot of Wood Creek Condominiums, but only with the written permission of the Board of Directors, and said recreational equipment or trailer must be in good working condition. Recreational equipment or trailer that is "out of season" may not be stored on property. Unapproved equipment is subject to removal by management at equipment-owner's expense.
4. Owners of the equipment shall be notified in writing before equipment is removed.
5. Parking in non-designated areas may subject the offending vehicle's owner to fines and/or towing.
6. After a snow storm of 6" or less, approved parking pass vehicle(s) are required to be moved to a plowed area within 12 hours of the snow storm so that all areas may be plowed. An attempt will be made to call the owner within the 12 hour period.

Note: All cars should be moved into recently plowed parking spaces as soon as possible. The goal is to limit cost of plowing and removing all cars from lot for plowing.

7. All vehicles should be moved a minimum of once every seven days, or more frequently, as requested by the association or by the property manager for snow removal or parking lot maintenance purposes. Signage informing the tenants where to relocate/park for scheduled plowing of the parking lot shall be posted at least 48 hours in advance.
8. Vehicles will be towed 2 days after we have proof that written notice has been received and ignored.
9. If the owner or tenant is going out of town the keys to the vehicles need to be given to a local person, or the management company, who can move the vehicle if needed. Contact information to the person who has the vehicle keys can be phoned in or emailed to the property management company (reservations@crestedbuttelodging.com). If we cannot contact someone to move the vehicle(s) as needed, the vehicle(s) will be towed at the owner's expense.
10. No commercial vehicles and no trucks shall be parked on any road within the HOA property except when temporarily engaged in transport to and from the HOA, or approved contractors for specific unit or HOA repairs. For the purpose of this rule, 3/4 ton or smaller vehicle, commonly known as a pick-up truck, shall not be deemed to be a commercial vehicle or truck. AT NO TIMES WILL ANY VEHICLE BLOCK THE ENTRANCE OR DISABILITY PARKING AREAS EXCEPT FOR ROUTINE CHECK-IN AND /OR PICK-UP AND DELIVERY. The exception to this rule is any emergency vehicle meeting the following criteria:
 - a.) Any unit owner required by his or her employer to have an emergency vehicle at his or her residence during designated times AND
 - b.) The vehicle weight is 10,000 pounds or less;
 - c.) The unit owner is a member of a volunteer fire department or an emergency service provider *; and
 - d.) The vehicle has an official emblem or visible markings of an emergency service provider; and
 - e.) Parking the vehicle will not obstruct emergency access or interfere with the reasonable needs of the other residents who use the community's driveways and parking.

* "Emergency Service Provider" The statute defines as "a primary provider of emergency fire fighting, law enforcement, ambulance, emergency medical, or other emergency services."

GENERAL STANDARDS AND LIABILITY / SECURITY

1. **Excessive noise after 10:00PM is expressly prohibited. Such noise includes, but is not limited to music, outdoor conversations, indoor conversations, television sound, automobile horns, and engine noises. Any violation of this noise rule shall be subject to a \$50.00 fine for the 1st violation and up to \$150 fine for additional violations. Management or concerned neighbors WILL also contact the Mt. Crested Butte police department in cases of non-compliance.**
2. Sound barriers must be installed under all tile, wood floors, or other hard surfaces prior to installation of the flooring.
3. To reduce noise, felt pads are required on the feet of all furniture located on tile, wood floors, or other hard surfaces.

4. ALL bikes and other sporting equipment need to be cleaned off before the equipment is brought into the building. A fine of \$50 per incident plus repairs/cleaning will be assessed for damage to the lobby or elevator from sporting equipment.
5. No owner may rekey their unit front door without written permission from the Wood Creek Board or Wood Creek HOA property manager. Any re-keying must be approved by management and is required to stay on the master key system for Mt. Crested Butte fire and safety codes.
6. The board places the owner(s) on notice that each owner must replace any water heater 12 years old or older with new water heater – installed per code, and include a drain pan and new shut off valve. For the protection of our infrastructure and other owners' property, the Board has specifically instructed the HOA manager to make annual inspections and record the date of each water heater in each unit. A letter of notice will be sent to owners to replace the water heater. Two months will be given for plans to replace water heater units. After two months the owner will be in violation and a \$50 per day fine will be issued for non-compliance.
7. No owner may install any plumbing, wiring, air conditioning equipment or perform construction projects which may impair the aesthetic, structural or design integrity of the property, except with the prior written approval of the Board of Directors.
8. Common areas, except for authorized vehicles, must remain clear of personal property at all times for Mt. Crested Butte fire code requirements. Common areas include but are not limited to: parking lot, hot tub, sauna area, and perimeter of the building, common area hallways and stairs. Personal bikes must be located in designated bike racks/chained and locked.
9. No trash, debris, or refuse shall be deposited in the common areas, except inside the trash containers by the Association.
10. No charcoal grills, smokers, or other solid fuel burning grills are allowed on Wood Creek property. This includes unit balconies.
11. Any garbage or waste that is left outside a unit (including stoves, dish washers, refrigerators, etc.), will be traced to the offending unit and charged for removal, disposal, and fined.
11. Balconies must remain clear of all items except firewood, appropriate balcony furniture, or other items as approved by the Board of Directors.
12. No signage*, including real estate signage or advertisements, may be posted on the building exterior or balcony railings or exhibited in the lobby. Violations will be subject to a \$50.00 daily fine until the signage or advertisement is removed.
13. Any damage to common area property caused by the owner or owners' guests shall be repaired at the expense of that owner.
14. All windows must be covered with appropriate window treatments, blinds, or curtains.
15. Unit owners may display American flags, no larger than 40 square feet, in windows and on decks if the display complies with Federal Flag Code, (4 U.S.C. 4 to 10). Owners may also display Service Stars in windows of their units. Political signs*- 6 square feet or less may be displayed in unit windows, not more than 30 days prior to election and must be removed no later than 3 days after election.
16. Owner's personal liability policy and content insurance for their interior space of their condominium must be provided annually to the association, through the managing agent, or more times if changes are made to the homeowner's policy.
17. In the event of any situation causing damage to a neighboring condominium or association common element, management must be notified immediately in order for investigation and proper mitigation of the affected property.
18. The discharge of any airsoft, firearm, bow, crossbow or weapon on the property is strictly prohibited

*"Political Signs" A sign that carries a message intended to influence the outcome of an election, including supporting or opposing the election of a candidate, the recall of public official, or the passage of a ballot issue.

PETS

1. No pets are allowed either in condominium units or in common element areas, except those belonging to an owner or an owner's immediate family. An additional cleaning fee to the owner is applicable, in the event that the Managing Agent deems such fees necessary due to extra time spent cleaning up after the pet (dog waste or other issues), either in the unit or in the common elements. All pets are required to be leashed outside of the unit. This privilege can be revoked at the discretion of the management company due to noise or nuisance – such as, but not limited to: dog waste, odors, etc.... If an Owner's Guest or Renter brings a dog or pet to a Wood Creek unit, the Board of Directors authorizes the Managing Agent to give the Owner's Guest or Renter a notice of being in violation of the Rules and Regulations. If, after the Managing Agent's notice, the dog(s) or pet(s) is not removed within 24 hours, the Owner of the dog(s) or pet(s) will be fined \$100.00 per day while the pet is on the property.
2. All pets are required to have current shots and vaccines. All owners should have proof of such shots and vaccines in their condominium for verification.
3. The pet's owner shall bear full responsibility and liability for any damage to persons or property caused by his or her pet.
4. Trained assistance animals are allowed on premises in accordance with State and Federal Regulations.
5. A maximum of 4 animals per unit

HOT TUB/SAUNAS/AMENITIES

1. Posted hot tub hours must be observed. The *normal* seasonal hours of operation shall be from 10:00AM to 9:00PM.
2. Children under 14 years old must be accompanied by an adult
3. Glass containers are prohibited at Hot Tub, Saunas, and Steam Room areas.
4. Posted guest laundry hours must be observed.
5. The Board of Directors has authorized management to open and close amenities (such as hot tub, saunas, etc.) as seasonal demand indicates. Times will be posted seasonally.

CONDOMINIUM RENOVATIONS

1. No owner may renovate plumbing, wiring, or air conditioning/heating equipment without the express written approval from the Management Company.
2. Before *any* construction is to begin the homeowner or their agent is required to complete the Home Improvement Application and submit the completed application to the Property Manager. Construction can only begin *after* the owner receives written – and signed – permission from the Management Company. Please see <https://www.woodcreeklodge.org/rulesandregulations> to download the application and for instructions on completing and returning the application.
3. Owner, and/or their agent, agrees that any and all construction within their condominium will be completed within a six month time period, unless written permission to continue construction past the six month period is granted through the Management Company.

4. Any plumbing, electrical, or structural modifications within a unit is required to have all necessary building permits (as per local building codes), and any necessary inspections completed in a timely and legal manner.
5. All contractors and subcontractors are required to have liability insurance and Workman's Compensation or a Declaration of Independent Contractor Status Form (also known as, Worker's Comp Form). Proof of current liability insurance and Workman's Compensation, or the Worker's Comp Form is to be completed and included with the construction request letter.
6. Absolutely no homeowner or tenant is to perform any maintenance and/or construction on any common areas, nor use any part of the common area for personal construction work, or use any common area electrical power.
7. The owner is required to supply a construction dumpster at the owners expense. Such dumpster shall be covered at all times. Any trash that overflows from dumpster is the responsibility of the owner. If any trash outside the dumpster is not disposed of properly the HOA management company will remove the trash at the owner's expense. All dumpsters are to have the homeowners' condo number and direct contact phone number located on or near the dumpster. If the owner does not furnish their own dumpster, then all construction debris has to be removed immediately from the Wood Creek property by the owner, and/or their agent, at the owner's expense.
8. Absolutely no construction debris is to be placed in the Wood Creek common dumpster or garbage cans. Waste Management will charge a hefty fine for any construction material found in common area dumpster. *Please help keep your HOA dues down by not disposing of any construction material in the Wood Creek common dumpster.*
9. No construction materials, tools, or debris is to be stored or placed in Wood Creek common areas, (i.e. hallways, parking lot, stairs, etc.)
10. If the unit will have tile or wood floor there needs to be a sound barrier installed before the tile or wood floor is installed.
11. At the request of the Board of Directors and/or their agent, the owner will grant access to the construction project within 24 hours of the Board and/or agent request.
12. Renovations, which emit noises or odors, shall be restricted to performing the work between 8:00AM and 6:00PM Monday-Friday. Reasonable work ethics shall be followed at all times during the renovation.

UTILITES

1. No owner shall allow the ambient temperature in such owners' unit to fall below 50 degrees Fahrenheit.
2. Electric service shall be maintained to each unit between October 1st and June 1st.
3. In order to prevent sewer gas from accumulating, each owner shall at all times maintain water and /or sewer service to such owner's unit. All "P-Traps" and toilet bowls shall always have water in them in order to keep sewer gas out.
4. FINES for each day, or part thereof, for violations to this section, the Board may, after notice and an opportunity to be heard, levy a fine of \$50.00 per day.

Each owner, Guest, Invitee, and Lessee shall comply with and abide by all Rules and Regulations set forth above and as may be amended or adopted by the Board of Directors from time to time. Non-compliance with the 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.

Fine Procedures

As Per March 2023 Responsible Governance Policy IV, Policy Regarding Enforcement of Covenants and Rules and Levying of Fines:

1. Association's Legal Duty. The Association acknowledges that it has a duty to its membership to enforce its Condominium Declaration, the Association's Rules and Regulations, Bylaws, and Responsible Governance Policies, all as the same may be amended or restated from time to time. It is the policy of the Association to enforce, as written, any applicable provision of the Association's Condominium Declaration, Rules and Regulations, Bylaws, and Responsible Governance Policies.
2. Investigation of Alleged Violations. If a violation of the Association's Condominium Declaration, Rules and Regulations, Bylaws, or Responsible Governance Policies occurs, or a violation is alleged to have occurred, and such potential violation is reported to the Board of Directors ("Board"), the Board shall investigate the allegations to make a determination whether such violation or threatened violation has in fact occurred. In such investigation and subsequent enforcement, if undertaken, the Board shall act in good faith and shall not act arbitrarily or capriciously.
3. Enforcement – Board Discretion. The enforcement of the provisions of the Association's Condominium Declaration, Rules and Regulations, Bylaws, and Responsible Governance Policies shall be subject to the discretion of the Board as to the timing, manner, and method of pursuing such enforcement, but in no event shall the Association's fact-finding process to determine whether a violation has occurred take longer than 60 days from the date the Association first had notice of the alleged violation. Provided that its actions are reasonable, the Board may decline enforcement of questionable violations, enforce covenants by filing suit for injunctive relief or other remedies, or levy fines for violations after notice and an opportunity to be heard is given to the alleged violator. In exercising such discretion, the Board shall consider both the specific covenant or rule violation alleged, and the overall interests of the community and Association.
4. Hearing Before Impartial Decision-Maker(s). If a unit owner or a unit owner's tenant, guest or invitee is determined to have violated the provisions of the Association's Condominium Declaration, Rules and Regulations, Bylaws, or Responsible Governance Policies, after notice and hearing to the alleged violating owner in front of an impartial decision-maker, the Association may impose a fine for the violation in the amounts stated in the Association's Rules and Regulations, but in no event shall any violation incur a fine of more than \$500. "Impartial decision-maker" means a person or group of persons who have the authority to make decisions regarding the enforcement of the Association's Condominium Declaration, Rules and Regulations, Bylaws, and Responsible Governance Policies and do not have any direct personal or financial interest in the outcome. A decision-maker shall not be deemed to have a direct personal or financial interest in the outcome if the decision-maker will not, as a result of the outcome, receive any greater benefit or detriment than will the general membership of the Association.
5. Owner Not Responsible for Alleged Violation. If, as a result of the fact-finding process described in this Policy, it is determined that the unit owner should not be held responsible for the alleged violation, the Association shall not allocate to the unit owner's account any of the Association's costs or attorney's fees incurred in asserting or hearing the claim. Notwithstanding any provision in the Condominium Declaration, Bylaws, Rules and Regulations, or these Responsible Governance Policies to the contrary, a unit owner shall not be deemed to have consented to pay such costs or fees.

6. Violating Owner Responsible for Association Attorney Fees and Costs. It is the intent of the Board that once a violation of the provisions of the Association's Condominium Declaration, Rules and Regulations, Bylaws, or Responsible Governance Policies has been determined by the Board to have occurred, any expenses, costs, and attorney's fees incurred by the Association shall be assessed against the violating owner in the same manner as an assessment.

7. Violations that Threaten Public Safety or Health. With respect to any violation of Colorado law or the Association's Condominium Declaration, Rules and Regulations, Bylaws, or Responsible Governance Policies that the Association reasonably determines threatens the public safety or health, the following procedures shall apply:

a. The Association shall provide the unit owner with written notice via certified mail, return-receipt requested, in English and in any language that the unit owner has indicated a preference for correspondence and notices pursuant to Section 8 of the Association's Collection Policy above, of the nature of the violation, the action or actions required to cure the violation, and that the unit owner has seventy-two (72) hours to cure the violation, or the Association may fine the unit owner.

b. If, after an inspection of the condominium unit or other area in which a violation is alleged to have occurred, the Association determines that the unit owner has not cured the violation within seventy-two (72) hours after receiving notice of the alleged violation, the Association may impose a fine or fines on the unit owner, as determined by the Board, but no fine shall be instituted more than every other day for continuing violations, in the amounts stated in the Association's Rules and Regulations and the Association may take legal action against the unit owner for the violation(s); except that, in accordance with C.R.S. 38-33.3-209.5(8)(c)(I), the Association may not pursue foreclosure against the owner's condominium unit solely based on fines owed. The total amount of fines imposed for any violation may not exceed five hundred dollars (\$500), even if said violation is continuing in nature.

8. Violations that Do Not Threaten Public Safety or Health. If the Association reasonably determines that a unit owner committed a violation of Colorado law or of the Association's Condominium Declaration, Rules and Regulations, Bylaws, or Responsible Governance Policies that does not threaten public safety or health, the Association shall:

a. Provide the unit owner with written notice of the violation via certified mail, return-receipt requested, in English and in any other language that the unit owner has indicated a preference for correspondence and notices pursuant to Section 8 of the Association's Collection Policy above, and inform the unit owner that he/she has thirty (30) days to cure the violation or the Association, after conducting an inspection and determining that the unit owner has not cured the violation, may fine the unit owner; however, the total amount of fines imposed for any violation may not exceed five hundred dollars (\$500), even if said violation is continuing in nature.

b. Subject to subsections 8.c and 8.d hereof below, a unit owner shall have two (2) consecutive thirty (30) day periods to cure a violation before the Association may take legal action against the unit owner for the violation. In accordance with C.R.S. 38-33.3-209.5(8)(c)(I), the Association may not pursue foreclosure against the owner's condominium unit solely based on fines owed.

c. If the unit owner cures the violation within the period to cure afforded the unit owner, the unit owner may notify the Association of the cure and, if the unit owner sends visual evidence with the notice that the violation has been cured, the violation is deemed cured on the date that the unit owner sends the notice. If the unit owner's notice does not include visual evidence that the violation has been cured, the Association shall make an inspection as soon as practicable to

determine if the violation was cured.

d. If the Association does not receive notice from the unit owner that the violation was cured, the Association shall inspect the condominium unit or other area in which the violation was alleged to have occurred within seven (7) days after the expiration of the first thirty (30) day cure period to determine if the violation was cured. If, after the inspection, and whether or not the Association received notice from the unit owner that the violation was cured, the Association determines that the violation was not cured, then:

i. A second thirty (30) day period to cure commences if only one thirty (30) day period to cure has elapsed; or

ii. The Association may take legal action against the unit owner if two (2) thirty (30) day periods to cure have elapsed.

9. Violation Cured by Unit Owner. Once a unit owner cures a violation, the Association shall notify the unit owner, in English and in any other language that the unit owner has indicated a preference for correspondence and notices pursuant to Section 8 of the Association's Collection Policy above, of the following:

a. The unit owner will not be fined further for the violation; and

b. The amount of any outstanding fine balance, including attorney's fees and other costs, that the unit owner still owes to the Association.

10. Continuing Violations. For violations that are continuing in nature, the Association may levy a fine or fines as stated in the Association's Rules and Regulations, but the cap on said fines for any one continuing violation shall be limited to five hundred dollars (\$500), and a fine may not be levied more often than every other day.

11. Notice of Fines. On a monthly basis by first-class mail and, if the Association has the unit owner's email address, by email, the Association shall send to each unit owner who has any outstanding balance owed to the Association an itemized list of all assessments, fines, fees, interest, and other charges that the unit owner owes to the Association. The Association shall send the itemized list to the unit owner in English and in any other language for which the unit owner has indicated a preference for correspondence and notices pursuant to Section 8 of the Association's Collection Policy and to any designated contact for the unit owner.