

## **RULES AND REGULATIONS**

### **OF**

## **THE PHOENIX AT STEAMBOAT, A CONDOMINIUM**

THE PHOENIX AT STEAMBOAT CONDOMINIUM ASSOCIATION, a Colorado non-profit corporation (the “Association”), by (the “Declaration”) for the Phoenix at Steamboat, A condominium (the “Condominium Project”), and in the Articles of Incorporation and By Laws of the Association, does hereby publish and declare the following as Rules and Regulations respecting the Condominium Project and the units and common elements, all property of the Association for common use, and the use and occupancy by owners, tenants, guests and invitees of the units and common elements and common property.

### **1. Purpose:**

These Rules and Regulations are made for the purposes of promoting the best interests of owners and occupants of condominium units in the Condominium Project, to secure full, fair and safe utilization and enjoyment of the Condominium Project by such owners and occupants, to protect and enhance the property values of the condominium units, to protect persons and property against injury or damage, and in general to promote the health, safety, morals and general welfare of the owners and occupants and to make the Condominium Project a pleasant place in which to live.

## **2. Applicability:**

These rules and regulations are applicable to owners, tenants, guests, and invitees respecting compliance with these rules and regulation and the Declaration. The Association or its manager or managing agent will make reasonable efforts to warn owners, tenants and guests of infractions of these rules and regulations, but failure to so warn shall not be an excuse for or defense of such infraction. Paragraph 6 of the Declaration provides that, where these rules and regulations provide for liquidated damage sums in favor of the Association for specific violations, such failure by an owner or owner's guests, tenants or invitees to comply with such applicable rules and regulations shall cause, at the options of the Association and on notice to the owner, such liquidated damage sum to be a special assessment against such owner's unit, for which the Association shall have lien and collection rights specified in paragraph 8 of the declaration. Therefore, in all cases, an OWNER IS LIABLE FOR ALL LIQUIDATED DAMAGE ASSESSMENTS FOR VIOLATION OF THESE RULES, WHETHER BY OWNER OR BY OWNER'S GUESTS, TENANTS, INVITEES, OR CONTRACTORS OF SUCH OWNER. The Association reserves all remedies for collection of such liquidated damage assessments as are specified in paragraph 8 of the Declaration, including foreclosure of the lien therefore against an owner's unit.

### **3. Tenants and Guests:**

An owner who rents owner's condominium unit to a tenant or guest should advise the Association or its manager or managing agent in writing, so that the Association may be better able to prevent or correct violations of these rules and regulations. If an owner executes a rental management agreement respecting his owner's unit, the owner shall promptly notify the Association of such fact and the name and address of rental management agent prior to tenant occupying the unit.

#### **4. General Rules and Regulations:**

A. Those portions of the general common elements utilized for ingress to and egress from the condominium units including, without limitation, stairs, stairways, stairwells, interior, and exterior walkways, shall not be obstructed or used for any purposes other than for ingress to and egress from the condominium units, nor shall the same be utilized for storage or placement of furniture, articles or pets, including, without limitation, plants, ski boots or other ski equipment, boxes, bicycles, baby carriages, etc. No boats, campers, trailers or other personal property, of whatever size, shall be stored on or allowed to remain on the general common elements, such as the grounds or parking lots unless approved in advance in each instance by the Association.

B. No owner or occupant shall make or permit any disturbing noises to be made in any building housing units or on the premises by owner, owner's family, and guests, tenants, or other invitees, nor do or permit anything to be done by such persons that would interfere with the rights, comforts or convenience of other owners or occupants. No owner or occupant shall play or allow to be played any musical instrument, radio, T.V., hi-fi, tape recorder, stereo or the like in the common areas or any unit between the hours of 10:00 o'clock P.M. and the following 8:00 o'clock A.M. if the same shall disturb or annoy other owners or occupants of the building.

C. Owners and occupants shall not be allowed to put any identifying sign or for rent or sale sign in any entry, passageway, vestibule, hall, deck, window or stairway of the building, except for a small name or identification sign on the door of condominium.

D. Owners and Occupants shall be responsible for the conduct of their children and the children of their guests and reasonable supervision of children is required at all times. Children are to play only in areas either designated or clearly intended for play, and they are not to play in corridors or halls, on stairways, or in other Common Element areas which would cause an

obstruction or safety concern to the children or Owners and Occupants and guests and invitees. Owners and Occupants shall ensure that such children's behavior is neither offensive to any Owner or Occupant of the Project nor damaging to any Unit or portion of the Project.

**E.** The water closets (toilets) and other water apparatus shall not be used for any purpose other than that for which there were constructed and intended, and no sweepings, rubbish, rags, papers, ashes, diapers or other items or substances shall be thrown therein. Any damage to the property of others, including the common elements, resulting from misuse of such facilities, of any nature or character whatever, shall be the liability of the owner responsible.

**F.** Nothing shall be thrown or emptied by the owner, or their family, guests, tenants, or invitees, out of the windows or doors, or down the stairways, or in the common areas, nor shall anything be hung outside of the windows or balconies or deck floor.

**G.** No barbeque grills are allowed in the units. In accordance with the International Fire Code, as adopted by the City of Steamboat Springs, charcoal burners and other open-flame cooking devices (i.e. barbecue grills) shall not be operated on combustible balconies or within 10 feet (3048 mm) of combustible construction. This provision is applicable to the balconies and patios at the Project. Per the International Fire Code, the exception to this prohibition is for LP-gas cooking devices having LP-gas container with a water capacity not greater than 2 ½ pounds [nominal 1 pound (0.454 kg) LP-gas capacity].

**H.** Except as expressly permitted in paragraph I. **or in** accordance with the Americans with Disabilities Act and Fair Housing Act, no animals of any kind shall be allowed in the Project under any circumstances. No animals shall be permitted at any time in or immediately adjacent to the pool/spa/patio area of the common elements unless serving a function for a disabled individual. Animals shall be kept on a leash at all times on the property. All animal waste shall be immediately

cleaned up and placed in one of the dumpsters. Barking dogs, whether attended or unattended in a unit, are subject to the provisions of 4.B. Violators may be subject to eviction of animal per City of Steamboat Springs Animal Ordinance in addition to fines.

**I.** Only Unit owners and their immediate family members, shall be allowed up to a total of two reasonably sized domesticated dogs or cats in their own unit at any one time, upon registration of said animal(s) with the Managing Agent of The Phoenix and in accordance with City of Steamboat Springs Animal Ordinance and in compliance with the Association's insurance provisions. **NO RENTER (LONG OR SHORT TERM) OR GUEST OF AN OWNER MAY HAVE AN ANIMAL IN THE PROJECT.** Under the insurance provisions, the following are strictly prohibited:

- Guard dog, an attack dog or any dog left in a place of business while closed for business.
- Any dog that is permanently chained outside.
- Animal that has bitten, attacked, or has vicious tendencies such that it must be removed or restrained when people are present
- Wild undomesticated animals such as reptiles, wolves, snakes, bears, ferrets, monkeys, potbellied pigs, certain species of cats (e.g. bobcats, cougars) and other exotic species.

**J.** The Association desires to accommodate all individuals without discrimination. As a result, the Association will provide an exception to its rules and prohibitions in the event that a reasonable accommodation is required under the Fair Housing Act or other applicable law.

If an individual desires to have an assistance animal (as defined under applicable law) in the project, then such individual shall register the animal with the Managing Agent prior to arrival in the project, so that the animal can be identified as a permissible animal within the project. All owners and tenants shall be subject to this policy and all owners and leasing agents must comply with the policy prior to any short or long-term lease of a unit. Please note that individuals with assistance animals are not otherwise deemed exempt from rules of conduct regarding pets or animals on the property, including

specifically the need to clean up after such animals and the prohibition against excessive barking.

Further, please be aware that under Colorado law, it is a criminal offense to misrepresent an animal as an assistance or service animal. See C.R.S. Section 18-13-107.7.

**K.** Trash and refuse shall not be stored or kept on any common areas or outside of any units. Each owner, tenant and guest is responsible for placing trash and refuse in tied plastic bags in the trash collection container or containers provided by the Association.

**L.** Water shall not be left running for any unreasonable or unnecessary length of time. Owner shall be responsible for any damages done to the property of another, including the common area, by negligence or misuse of such facilities.

**M.** No owner or occupant shall interfere in any manner with any portion of the heating or lighting apparatus in or about the building, or the fireplace flues. No coal or wood burning heating devices are allowed.

**N.** No outside window shades, awning or window guards shall be installed or used except as shall be approved in advance by the Association. No signs, posters or advertisements of any kind shall be placed in the interior or exterior of windows or upon doors or upon other exterior surfaces or common elements without the prior written approval of the Association.

**O.** No antennae, aerial, outside wiring, exterior-vented air conditioning, or similar connection or installation shall be installed by owners or occupants outside of any unit. Any such antenna, aerial or wiring or air-condition units erected on the roof or exterior walls of the building may be removed without notice.

**P.** Unless the Association gives advance written consent in each and every instance, owners and occupants shall not install or operate in the units, any machinery or equipment (other than kitchen appliances and washing machines or dryers), or air-conditioning apparatus, or use any illumination other

than electric light or use or permit to be brought into any building or garage, any inflammable oils or fluid or other explosives or articles deemed hazardous to life, limb, or property.

**Q.** The manager or managing agent of the Association will retain a passkey to each unit. No owner or occupant shall alter any lock or install a new lock on any door leading into the unit of such owner without the prior consent of the Association. If such consent is given, the owner or occupant shall provide the Association with a key for use by its manager or managing agent.



**5. Parking Area Regulations:**

A. Park vehicles only in designated areas. No vehicle belonging to an owner or to a member of owner's immediate family or to owner's tenants, guest or invitees shall be parked in such manner as to impede or prevent ready access to other parking spaces by other persons. No vehicle shall be left standing in a parking area in a non-operative condition, nor shall there be any repairs, maintenance, lubrication or washing of vehicles done on the premises.

B. Vehicles shall not be parked on the public roadways adjacent to the Condominium Project. During winter months, the Association or it's manager or managing agent may impose reasonable limitations or restrictions on parking in the parking areas in order to accommodate snow removal.

C. An owner shall not use, nor shall he permit owner's immediate family, guests, tenants, or invitees to use, parking spaces of other owners for any purpose. If the Association shall specifically designate parking spaces allocable to each unit, then the Association reserve the right to remove vehicles improperly parked or left in another owner's space, at the expense of the vehicle's owner.

## **6. Insurance Requirements**

Each Owner (or for the Phoenix Fractional Estate units, the PFE Association) shall obtain and carry insurance covering all personal property and fixtures within such Owner's Unit and provide the Phoenix at Steamboat Association's Managing Agent evidence of such insurance upon request. Such Owner's policy will be considered primary for any and all property damage claims up to the Association's deductible (currently \$10,000) and each Owner waives and releases all claims against the Association to the extent such claim is covered by Owner's insurance, regardless of whether damage, loss or injury resulted from the Common Elements and/or the negligence or breach by the Association. Any damage to an Owner's Unit under the Association's deductible amount, will be the responsibility of the Unit Owner, regardless of cause of damage. Should a Unit be damaged, it is advisable for such Owner to submit a claim to Owner's own insurance carrier in a timely fashion.

In the event of leaking water pipes, sewage backups and similar situations causing damage to any Unit, the following shall apply, regardless of the apparent cause of damage:

**A.** The Association's Managing Agent shall take immediate emergency actions to stop leaks, mitigate odor, and take remedial steps to prevent mold, mildew, etc., as required in Colorado. These mitigation costs will be added to the Owner's Association statement.

**B.** The Association's Managing Agent will immediately notify the Owner(s) by telephone and suggest such Owner open a claim with Owner's insurance company. The Association's Managing Agent will also follow up via email.

**C.** The Association's Managing Agent will notify the HOA Insurer of the occurrence.

**D.** All restoration and repairs of an Owner's Unit shall be the responsibility of such Unit Owner. Payment responsibility remains with the Owner of the damaged Unit unless such damage is otherwise shifted to the Association as set forth above. Nothing herein shall prohibit an Owner (or Owner's

insurance company) from seeking damages or subrogation from another Unit Owner who has caused damage to Owner's Unit. The Association's Managing Agent will work with insurers and cooperate in providing information regarding claims, as directed by the affected Owner(s).

## **7. Construction & Remodeling Regulations**

The following is based upon the Declarations:

- The Association is responsible for the "General common elements" which include "perimeter walls, floors and ceilings, perimeter doors and supporting door jams, perimeter windows of each apartment unit; supporting and bearing walls, columns, girders, beams, floors,...". Thus, any alteration that changes the exterior appearance of a Unit or impacts the function or structural support of the General common elements, requires advance Association approval. Similarly, any alteration that connects to or alters the loads to utilities (including without limitation, water, sewer, electric, gas and communication cabling within the General common elements), shall require advance Association approval.
- Since both exterior walls and interior supporting and bearing walls, as well as all floors are "General common elements" and since "no owner shall do any act or work which impairs the structural soundness of any building", any alterations impacting such General common elements shall be based upon plans sealed by a Registered Professional (Structural) Engineer and/or Registered Architect, the plans Approved by the City of Steamboat Springs, and the work, including demolition, performed after the City of Steamboat Springs issues the Building Permit.
- "...results from the negligence or intentional act of any such owner, such owner shall reimburse the Association for all the costs of repairing such damage and shall be liable to the other owners for all additional losses or damages suffered, including reasonable attorneys' fees. "The Association will not accept any liability for the actions of an owner or a contractor working on behalf of the owner. Regardless of any review or "approval" by the Association, the Owner making the alterations that impact General Common Elements, remains liable for any damage, injury, or other liability resulting from such work, whether from a design error or contractor fault.

- Conversion of garages for purposes other than parking of motor vehicles is prohibited.

The following rules are intended to protect the rights, comforts and convenience of all owners or occupants and apply to all remodeling work:

**A.** Owners are required to notify the Managing agent a minimum of 7 days prior to commencing construction or remodeling.

**B.** If a building permit issued by the City of Steamboat Springs is required for remodeling project, Owner shall obtain the permit and provide managing agent with a copy prior to commencing work (Permits are typically required if making structural changes to the Unit, e.g., removing or relocating interior walls, adding a bath, etc.).

**C.** Owner or owner's contractor must coordinate with Managing agent on the timing and location of any construction trash receptacles prior to their delivery. During periods of heavy occupancy, there may be time periods where trash receptacles may not be permitted on the driveways.

**D.** Owners and other occupants of adjacent units shall, at all times, have free and safe access to their units. Contractors must keep common areas clean and free of construction materials and debris on a daily basis.

**E.** Contractor is responsible for removal of construction debris from the Project. Any costs for additional trash collection due to the construction/remodel will be the responsibility of the Owner.

**F.** Construction materials may not be stored on any hallway, balcony, patio or common area.

**G.** Construction work may only be done from 8 a.m. to 7 p.m. to respect owners and guests in residence.

**H.** Workers may not smoke in the residence, hallways, foyers, or on balcony/patio.

**I.** Workers shall not bring dogs onto the property.

**J.** Cable boxes, Internet modems, wireless routers and phones belong to the association and

shall not be removed.

K. Contractors are required to protect all life safety devices within the unit to prevent triggering a false alarm. Contractors shall be responsible for any false alarm that may result from improper protection to unit smoke alarms and/or the central alarm system.

### **8. Liquidated Damages**

For each and every violation or infraction of any rule or regulation specified in paragraphs four, five, -six, and seven above, the liquidated damage sum which may be assessed by the Association on written notice to the owner shall be in accordance with the **RESPONSIBLE GOVERNANCE POLICIES**. The Association shall promptly notify the owner of a unit in writing of the assessment of any liquidated damage sum, and such assessment shall be promptly paid by such owner.

### **9. Access and Security**

Doors leading into the building and/or doors within the building providing access to restricted areas shall be pulled closed and kept closed at all times. Doors shall not be propped open unless in full view of such user the entire time. All Owners and occupants shall be alert and careful regarding security and access to the building.

EXCUTED as of the 6<sup>th</sup> day of June, 2018

PHOENIX AT STEAMBOAT  
CONDOMINIUM ASSOCIATION

BY: 

Larry Wheat - President