

RULES AND REGULATIONS OF CARBONDALE BUSINESS AND LOFTS CONDOMINIUM ASSOCIATION

Updated May 2017

Introduction:

Pursuant to the Condominium Declaration for the Carbondale Business and Lofts Condominium Association and the Bylaws of the Carbondale Business and Lofts Condominium Association (the "Association"), the Board of Directors (the "Board") has adopted the following Rules and Regulations to govern the use and enjoyment of the Carbondale Business and Lofts (the "Property"). Together, the Declarations, the Bylaws, and the Rules are referred to as the "Governing Documents."

These Rules and Regulations are written with reference to the Colorado Community Interest Ownership Act (CCIOA) as amended. In the event of a conflict between the two, CCIOA shall prevail. These Rules may be amended from time to time by a vote of the Board of Directors.

1- RESPONSIBILITY

- a. All Owners and Residents will abide by the Governing Documents at all times.
- b. Owners are responsible for the actions of their tenants and visitors to the property.
- c. Owners will provide a copy of these Rules to their tenants. It is important that owners and tenants read and understand the Governing Documents.
- d. It is the responsibility of the Board to enforce these Rules in a fair, equitable and consistent manner.
- e. In accordance with the Declarations, all owners will provide the Association with current billing/ mailing addresses, phone numbers, email addresses and other contact information.
- f. Failure to abide these rules may result in penalties levied against owner's property.

2- USE

- a. It is the specific and underlying intent of the Association to preserve and protect the visual appearance of the Common and Limited Common Areas of the Property. Accordingly, no action may be taken by an Owner, Tenant or Guest that may be contrary to this statement. This includes prior written approval from the Board before any signs or other material are attached to the building or erected on the common area of the property. Definitions of use of Common and Limited Common Elements are explained in sections 9.2 and 9.3 of the Condominium Declarations.
- b. Each unit owner shall keep the area within said owner's Unit and Limited Common Element designated for such use by that Owner in a clean, sanitary and attractive condition and shall maintain and repair the same at such Owner's expense.
- c. No short term vacation rentals or leases shorter than six months will be allowed.
- d. The number of leases per Unit per year shall be limited to two. Residents cannot sublet. The number of people per lease is limited to two persons per bedroom with a maximum of four adults per Unit.
- e. All commercial businesses are subject to Board approval.

3- INSURANCE

- a. Nothing may be done or stored within the Property that might result in the cancellation of or an increase to the insurance premiums for any portion of the property.

- b. Insurance coverage on improvements, furnishings, and other items of person property belongs to an Owner or Occupant and public liability insurance coverage upon each Unit will be the responsibility of the Owner or Occupant of the Unit.
- c. The Association shall not be responsible for damage or loss to personal property within homes or garages. Owners and Tenants are advised to keep a current photo or video recording of the inside of their property in another location in case of fire, etc.

4- VIOLATION OF THE LAW

- a. Nothing shall be done or kept within the Property or any portion of the Property that would be in any violation of any statute, rule, ordinance, covenant, or other validly imposed requirement of any governmental body, or in violation of the Rules and Regulations as enacted by the Board.
- b. A commercial unit shall not be used for residential purposes nor shall a residential unit be used for commercial purposes without the approval of the Town of Carbondale and the Association.

5- PETS

- a. Each owner may keep up to two domestic animals. Two dogs, two cats or combination of both but no more than two animals
- b. Each Owner shall use their best efforts to prevent any dog from being a nuisance to any person or other animal within the Development.
- c. Cats must be kept indoors at all times.
- d. Pets shall not be allowed loose or unsupervised on any part of the Property and dogs shall be kenneled or within fenced areas and shall not be chained or tied outdoors.
- e. No Owner shall allow their pet to enter the Common Elements unless the pet responds promptly to voice control or the pet is on a leash.
- f. The Association or any other Owner may require any unleashed or unsupervised pet found within the Common Elements to be removed to a pound or shelter.
- g. Owners shall prevent their pets from soiling the Common Elements and shall promptly clean up any such soiling caused by their pets.
- h. Owners shall be fully responsible for any damages caused by their pets. When such conditions are created, the Owner may be assessed an amount for each separate incident for cleanup expenses. The Board will determine the assessed amount.
- i. Nuisance barking includes that of very short duration as well as frequent or protracted barking and whining. Barking is offensive at any time of day or night and will be considered a violation if it continues for period of time longer than 5 minutes. This is a violation of the right to peaceful enjoyment of the Common Elements and will be subject to fines and penalties.
- j. Owners shall include all these provisions in their leases.

6- NUISANCES

- a. Because of the mixed-use nature of the Property; Owners, Occupants, and Guests should avoid making or permitting loud, disturbing or objectionable noises.
- b. The hours of operation for commercial businesses are from 7am to 7pm Monday – Saturday.
- c. After 10:00pm, noise-generating gatherings may not be held on decks, patios or outside spaces
- d. There shall be no gasoline powered equipment or vehicles idling within any unit.
- e. No smoking is permitted within the building or in close proximity to the exterior of the building.

7- PARKING AND VEHICLE MAINTENANCE

- a. Vehicles are to be parked in designated spaces and may not be parked in such a way as to impede or prevent ready access to any entrance or exit of the building. This includes vehicles belonging to or under control of an Owner, Occupant, or Guest.

8- SATELLITE / ANTENNAE

- a. No towers or radio or television or satellite transmission receiving antennae may be installed without written approved from the Board.

9- GARBAGE / TRASH

- a. All garbage, trash and recyclables shall be placed in the dumpster or recycling containers provided.
- b. No piling or accumulation of garbage will be permitted on any Property or in any Common Area. Any extra items left out for trash pick-up that the Association is charged extra for shall be billed to the Unit Owner.

10- VANDALISM

- a. Vandalism of the Property leads to increased Association dues. Anyone found to have vandalized the Property, falsely triggered an alarm, or otherwise shall be fined and reported to the police.

11- ASSESSMENT: LATE PAYMENT INTEREST

- a. All Association assessments are due on the first day of the month and are late on the 10th day. Following the 10 day grace period, a monthly finance charge of 1.5% will accrue from the date such dues or special assessments were due until the Association receives payment.

12- ENFORCEMENT AND RIGHT OF ACTION

- a. Those found to be in violation of the Governing Documents will be sent a NOTICE OF VIOLATION with a request to correct the situation.
- b. Failure to comply with this request will result in fines being levied against the Unit Owner. The fine schedule is as follows:
 - 1) NOTICE OF VIOLATION: Letter sent / No fines imposed
 - 2) FIRST OFFENSE: \$50 per day per violation
 - 3) SECOND OFFENSE: \$100 per day per violation
 - 4) Further violations handled at the discretion of the Board
- c. Failure to pay any fines or assessments levied will result in a lien placed on the property.
- d. Owners have the right to a hearing with the Board to contest violations or fines and/or to request exemptions. The Board's rulings at the hearings will be final.
- e. Unresponsive or uncooperative owners may be summoned to a hearing before the Board to explain their actions (or lack thereof).
- f. The remedies provided herein are not exhaustive. The Board may take any addition action provided at law or equity or as provided in the Governing Documents.