

**RULES AND REGULATIONS
OF
GOLD BASIN CONDOMINIUMS ASSOCIATION**

The following Rules and Regulations, to be effective January 1, 1994, have been approved and adopted by the Board of Directors of the Gold Basin Condominium Association, pursuant to the Gold Basin Condominium Declaration and the Articles of Incorporation and Bylaws of the Gold Basin Condominium Association. Each condominium unit owner of record will fully comply, at all times, with these Rules and Regulations and it will be the unit owners' responsibility to require family members, guests and lessees to comply with all the Rules and Regulations as set forth herein. The unit owner will also be fully responsible for any damages done to the common-owned buildings, facilities, grounds, etc., which the unit owner, his/her family members, guests or lessees may do. In the event that a violation and requesting compliance. If such violation still continues, the Board of Directors will take whatever actions are necessary to force compliance.

1. **ANIMALS.** No animals or pets of any nature shall be allowed, kept or maintained at the Gold Basin Condominiums; provided, however that each unit owner may keep and maintain **ONE** domesticated dog or cat so long as such pet is not a nuisance or obnoxious or troublesome to any other unit owner, guest, invitee, or lessee. The right to maintain one domesticated dog or cat as herein set forth shall be subject to the following conditions and reservations:

1.1 Owners who currently reside at the Gold Basin Condominiums, and who have more than one household pet, shall have the right to keep those pets, but not to add to those pets, nor replace any pet in excess of one. However, in the event the unit is sold, only one household pet shall be permitted.

1.2 Pets shall be confined inside the unit; provided, however that if a dog is not inside the unit, or within the confines of the rear deck, it must be on a leash no longer than 8 feet. Persistent or repetitive barking is considered a nuisance.

1.3 When dogs are taken outside of the unit and /or deck, the owner is required to immediately clean up any mess made by the pet and properly dispose of it.

1.4 The owner shall keep his/her deck free of fecal debris on a daily basis.

1.5 The owner shall assume full responsibility and liability for any damage to persons or property caused by his/her pet.

1.6 Guests, invites, lessees of the owner shall **NOT** be permitted to keep or maintain any pet in or outside the condominium unit at any time.

1.7 The above right to maintain one pet upon the condominium property is subject to revocation and termination at any time by the Board of Directors upon its sole determination that such pet is either vicious or is a nuisance to any other unit owners, guests, invites or lessees.

2. **NUISANCES.** No obnoxious, offensive, or illegal activity or behavior of any nature shall be maintained or allowed within the Gold Basin Condominiums and each unit owner, guest, invitee or lessee shall occupy and use his/her condominium unit in a manner that is not offensive to the other unit owners, guests, invites or lessees. A violation of this rule will result in action taken by the Board of Directors against the owner and/or lessees through the Sheriff's Department.

3. **NOISES.** Owners, guests, invites, and lessees shall maintain as low noise levels as are reasonably possible at all times, and in no event may maintain noise levels which are offensive to other residents within the Gold Basin Condominiums. Violations of this rule shall be subject to action taken by the Board of Directors against the owner and/or lessee through the Police Department.

4. **RECREATIONAL EQUIPMENT.** No recreational equipment shall be parked, stored or maintained by any unit owner upon the exterior property of the Gold Basin Condominiums. Recreational equipment is defined to include snowmobiles, campers, trailers of every nature and description, tents or other similar equipment or devices.

5. **MOTOR VEHICLES.** No more than one motor vehicle shall be kept, maintained or

allowed on the property of the Gold Basin Condominiums for each condominium unit, without the prior written permission of the Board of Directors. No motor vehicle shall remain parked upon the property of the Gold Basin Condominiums unless the same is in good working condition and used for actual transportation. Following any substantial snowfall, all owners, guests, invites or lessees of motor vehicles shall upon request remove the same from the parking area during snow removal operations.

6. MOTORCYCLES. Motorcycles, motor bikes, mopeds, all-terrain vehicles, and other similar motorized vehicles shall be used within Gold Basin Condominium project only while in use for actual transportation to and from the project, and not within the project for recreational, training, testing, or other non-essential uses, and so such vehicles, even while in use for actual transportation to and from the project, shall be permitted which are excessively noisy or otherwise cause a disturbance to other residents within the project.

7. DRIVEWAYS, WALKWAYS AND ENTRY WAYS. The driveways, walkways and entry ways with in the Gold Basin Condominiums shall at all times be kept free and clear of all obstructions, snow and ice. No unit owner, guest, invitee or lessee shall park his/her motor vehicles on, or in any way obstruct free and unlimited access by the owners, guests, invites or lessees of any other condominium unit.

8. BUILDING AND GENERAL COMMON ELEMENTS. The exterior of all buildings, including the walls, roofs, windows, doors and fences, together with the driveways, and common land areas form the general common elements of the Gold Basin Condominiums. No repairs, alterations, maintenance, improvements, nor the affixing or mounting of any devices, items or fixtures shall be made or accomplished thereto without the prior written permission of the Board of Directors.

9. PATIO AND DECK AREAS. The unit owners, guests, invites or lessees of any condominium unit shall keep patio and deck areas free of trash and debris at all times.

9.1. Barbecues requiring charcoal briquettes are prohibited.

9.2. Barbecues must be 5' from the building.

10. COMMON LAND AREAS. The common land area of the general common elements shall be kept and maintained by the Association. No individual shall place, keep or maintain any items of personal property thereon without the prior written consent of the Board of Directors.

10.1 Use of any of the general or limited common elements will be made in such manner as to respect the rights and privileges of other unit owners, guests, invites or lessees of any other condominium unit.

10.2 Any damage to the general common elements caused by an owner, by the children of an owner or by the guests of a unit owner shall be required at the expense of that unit owner.

11. TRASH. No trash, debris or refuse shall be deposited upon the common elements of the Gold Basin Condominiums except only within trash containers to be furnished at a central location by the Association. No fires, nor the burning to any trash, debris or materials shall be allowed outside of any unit within the Gold Basin Condominium project.

12. FIREWOOD, SUPPLIES, MATERIALS. All firewood, supplies, materials or personal property pertaining to any condominium unit shall be stored, kept and maintained within an enclosed area of the condominium unit or the limited common element pertaining thereto.

12.1 The owner of any unit in which there is a fireplace and/or a wood burning stove shall have the chimney swept at least once a year and shall furnish proof to the Board of Directors.

13. FIRE EXTINGUISHERS AND SMOKE ALARMS. In order to be in compliance with the requirements of the Gold Basin Condominium Insurance Policy, each unit is to have a working fire extinguisher which is to be serviced annually.

13.1 Each unit is to have a smoke detector in the hallway upstairs, in the hallway on the

main floor, and in each room downstairs if those rooms are being used as bedrooms.

13.2 During the third or fourth quarter of any calendar year, the Gunnison County Fire Marshall shall do an annual inspection of smoke detectors, fire extinguishers and compliance with the current fire code.

14. HEAT IN THE UNITS. Unit owners and/or lessees are required to set all heating thermostats in their units to at least 50 F at all times that freezing weather can occur. If any plumbing is frozen up under any building where the thermostats in any unit are all not set to at least 50 F the owners of such unit(s) will be required to pay for all costs of thawing out and/or repairing the plumbing as well as the cost of repairing the damage to the outside of the unit.

15 MAINTENANCE. Each owner and the occupants of a condominium unit shall maintain or cause to be maintained, in good repair, his/her condominium unit and all of the fixtures therein, and shall promptly pay all charges for utilities separately metered to such unit.

15.1 Unit owners and/or lessees are to keep the window screens in place at all times. In order to maintain the integrity of the outside of the Gold Basin Condominiums, destroyed or missing screens are to be replaced at the sole expense of the owner via an assessment to that unit owner.

16. TENANT LEASES. Condominium unit owners have the right to lease their units to those tenants who agree in writing to abide by the Rules and Regulations as set forth herein. Said agreement will be included in the original lease and/or sub-lease agreement. No one night rentals shall be permitted.

17. HOME OCCUPATIONS. No home occupations of any nature shall be allowed within the Gold Basin Condominiums, and no signs, advertisements, or notices shall be exhibited, inscribed, painted or fixed on any part of the outside of the buildings by any owner.

18. COMMERCIAL SIGNS. No commercial signs of any kind or size can be on display on the outside or the inside window of a condominium unit; this includes advertising any item or any item for sale.

19. REAL ESTATE SIGNS. All real estate signs in the Gold Basin Condominiums advertising the availability for sale of any unit within the project shall be maintained only within the confines of the unit for sale so as not to be misleading as to the unit for sale.

20. CONTRACTS. No purchases, service agreements, contracts, or other arrangements for the purchase, acquisition or lease of property or service of the use or benefit of the Gold Basin Condominium Association or the general common elements within the Gold Basin condominiums may be entered into except by action of the Board of Directors of the Association, or its appointed manager.

21. COMPLIANCE OF RULES AND REGULATIONS. Each owner, guest, invitee and lessee agrees to comply with and abide by all Rules and Regulation set forth above and as the same may be amended or adopted by the Board of Directors from time to time. The above Rules & Regulations shall in no way alter or amend the Articles of Incorporation, Condominium Declaration or Bylaws of the Association, but shall only be supplemental thereto.

Signed

David A. Dixon, President

November 1, 2000 Gold Basin Condominium Association