

**RULES AND REGULATIONS FOR THE
OUT RUN CONDOMINIUM ASSOCIATION**

Revised and Adopted June 14, 2021

1. **ANIMALS:** Owners (as named on the property deed,) and owner's immediate family members—but not guests, invitees, renters, or lessees—shall be allowed to keep a maximum of two domesticated pets so long as such pets are not a nuisance or obnoxious or troublesome to any other unit owner or guest. The right to maintain two domesticated pets as herein set forth shall be subject to the following conditions and reservations:
 - 1.1 Pets are not to be left unattended on common grounds or in the condominium unit and owners must abide by all prevailing community leash laws; the pet(s) should be in direct and immediate physical control of an adult at all times.
 - 1.2 The common area of the property is available for use and enjoyment by all occupants of the Out Run. Owners or their family members are responsible for cleaning up after their pets. Failure to pick-up excretions will result in a charge to the owner for the service.
 - 1.3 The owner shall assume full responsibility and liability for any damage to person or property caused by the pet(s). The unit owner must carry liability insurance to cover any mishap relating to a pet.
 - 1.4 The pet(s) will be vaccinated according to the laws of the town, county and/or state of Colorado.
 - 1.5 The above right to maintain pets upon the Out Run property is subject to revocation and termination if such pet is either vicious or is annoying other members or otherwise a nuisance. If such pet is not removed immediately upon request, a fine of \$50 per day will be assessed until it is removed.
2. **RECREATIONAL EQUIPMENT:** No motor homes, boats, buses, snowmobiles, or large trailers shall be parked, stored or maintained by any unit owner, renter or guest upon the exterior of Out Run Condominiums. Small trailers that fit into one parking space are allowed on a space-available basis; arrangements for parking small trailers shall be made with management. Small trailers must be regularly relocated during snow removal operations. Recreation equipment is subject to removal by management at equipment owner's expense. Owner of equipment shall be notified in writing before equipment is removed.
3. **NUISANCES:** No obnoxious or offensive activity of any nature shall be maintained or allowed within Out Run Condominiums and each unit owner, guest, or invitee or lessee shall occupy and use his condominium unit in a manner that is not offensive to the other unit owners, guests, invitees or lessees.
4. **HOME OCCUPATIONS:** Conducting a business in a condominium unit is prohibited if that business requires clients to visit the premises, use the parking facilities, or in any way infringes on the quiet enjoyment of the property by other residents.
5. **MOTOR VEHICLES:** Not more than two motor vehicles shall be kept, maintained or allowed on the property of Out Run Condominiums for each condominium unit (rental or non-rental,) without the prior written permission of the Board of Directors. No motor vehicle shall remain parked upon the property of the Out Run Condominiums unless the same is in good working condition and used for actual transportation, and in no event may vehicles of any nature be parked in the parking area for more than two weeks continuously

without the permission of the Board of Directors or Managing Agent. Following any substantial snowfall, all owners of motor vehicles shall, upon request, remove the same from the parking area during snow removal operations. Anyone having extra vehicles must check with the management office to determine where to park the extra vehicle. Non-compliance with any of the motor vehicle regulations may subject the offending vehicle to towing at the owner's expense.

6. **TRASH AND RECYCLING:** No trash, debris or refuse shall be deposited upon the common elements of Out Run Condominiums except only within trash containers to be furnished at a central location by the Association. Origin of materials deposited in Association trash and recycling containers shall be limited to Out Run Condominiums. Composition of materials shall be limited to those approved by Association waste contractor. Household waste is allowed, construction waste is not. No fires or the burning of any trash, debris or materials shall be allowed outside of any unit within the condominium except by written permission of the Board of Directors, and in compliance with the applicable regulations of the Town of Mt. Crested Butte.

7. **WALKWAYS AND ENTRYWAYS:** The walkways and entryways within the condominium 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 motor vehicle on or in any way obstruct free unlimited access of the owners, guests, invitees or lessees of any other condominium garage or building entry.

8. **PATIO AND DECK AREAS-HALLS-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. The patios and deck area shall be used only for the purposes intended and shall not be used for hanging garments or other articles or for cleaning rugs, household articles or other items. Balconies must remain clear of all items except appropriate balcony furniture, grills, plants, and holiday decoration. Recreational equipment as bikes, kayaks, coolers, etc. must be stored inside the unit or garage and not on the decks or in the common areas. No real estate, business, political, campaign, posters, or similar signage is allowed on the limited or general common elements (ie decks, hallways) with the exception of safety and management notifications. One campaign sign for each race is allowed to be placed inside a unit window 60 days prior to an election and must be removed 30 days after the election.

9. **GRILLS:** In the interest of fire safety and protection, no charcoal grills may be used on the decks. Only propane and electric grills are allowed. All owners and guests are invited to use the grill located on the outdoor hot tub deck.

10. **NOISES:** Owners, guests, invitees, lessees and contractors 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 with the condominiums. If noise levels become excessive or offensive to other residents, the Managing Agent or his representative has the authority to call local law enforcement agencies for a solution.

11. **LOCKS:** The managing agent shall keep a passkey to all units for emergency use only. No owner shall alter his unit entrance door lock or install a new additional lock without informing the manager and supplying the manager with a passkey.

12. **HOT TUBS:** Posted outdoor hot tub hours must be observed. The normal hours of operation for the outdoor hot tub shall be from 10:00 a.m. to 10:00 p.m. Indoor hot tubs are reserved for owners (as named on the property deed,) and owner's immediate family members—but not guests, invitees, renters, or lessees. Any child 12 or under must be supervised by an adult when using any hot tub. Glass containers are prohibited at all

hot tubs. The hot tubs shall be closed during those periods of time when occupancy does not warrant them to be open with the exception that one indoor hot tub shall remain open for owner use only.

13. **USE OF GENERAL OR LIMITED COMMON ELEMENTS:** Use of any of the general or limited common elements will be made in such a manner as to respect the rights and privileges of other unit owners.

14. **FIREWOOD:** Firewood may be stacked in the garage or on the deck of the respective unit. It may not be stacked in hallways or entryways.

15. **UNIT ALTERATIONS**

A. **INTERIOR ALTERATIONS:** No owner may install additional plumbing or wiring, or perform construction projects that may impair structural or design integrity of the property except with the prior written approval of the Board of Directors. Owners wishing to make improvements that require structural, electrical, or plumbing-related changes to a unit must submit a detailed description to the Board of Directors for approval.

B. **EXTERIOR ALTERATIONS:** No owner may alter any exterior or common element without permission of the Board of Directors.

16. **LIABILITY FOR DAMAGE:** Any damage to the general or limited common elements caused by an owner, by the children of an owner, or the guests or renter of a unit owner shall be repaired at the expense of that unit owner. Any cleaning or repair necessitated by the owner, by the children of an owner, or the guests or renter of a unit owner shall be cleaned or repaired at the expense of that unit owner.

17. **CONDOMINIUM UNITS:** Each owner and the occupants of a condominium unit shall maintain or cause to be maintained, in good condition and repair, his condominium unit and all fixtures therein, and shall promptly pay all charges for utilities separately metered to such unit. Owners, interior managers, and/or tenants must heat the condominium unit to an adequate temperature to avoid pipe freezes. Failure to keep heat registers in working condition or to keep heat at a minimum of 50 degree will result in owner obligation to pay for all damages caused by negligence.

18. **COMPLIANCE WITH RULES AND REGULATIONS:** Each owner, their family members, guest, invitee, renter 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. Non-compliance with the Rules and Regulations may result in a \$50 per day and/or occurrence fine after notice of the infraction. The above Rules and Regulations shall not amend or alter the Condominium Declarations or By-Laws of the Association, but shall be supplemental hereto.