Panorama Alpines Association Rules and Regulations November 2, 2013

General Unit and Common Area Rules and Regulations

All owners, non-owner occupants, guests, renters and rental agencies shall comply with these Rules and Regulations.

- 1. <u>Pets</u>: Dogs, cats, or other household pets may be kept in the complex as outlined in these rules and regulations, provided they are not kept, bred, or maintained for any commercial purposes. Further, pets shall be subject to all governmental ordinances or laws.
 - Pets shall be leashed at all times when outside a unit and the pet's owner shall pick up, wrap, and deposit all excrement in the trash containers provided.
 - In no instance can a pet be chained or tied within the General Common Areas of the complex.
 - If an animal becomes a nuisance to other occupants, the owner or person having control of the animal shall be given a written notice to correct the problem. If the problem is not corrected, the owner, upon written notice, will be required to remove the animal.
 - Occupancy of more than two pets (e.g., dogs or cats) in a unit is prohibited unless specifically authorized in advance in writing by the Board of Directors.
 - Owners having animals assume full responsibility for personal injury or property damage caused by the pet. Each animal owner indemnifies the Association and its agents and holds them harmless against any loss, claim or liability of any kind or character whatsoever arising from, or growing out of having an animal on the grounds or in the structures owned by the Panorama Alpines Association.
 - In general, only owners may have pets at Panorama Alpine. However, long term renters or guests can "register" their pets with the management company, and must secure the owner's written authorization and guarantee that any damages caused by the pet will be the responsibility of the unit owner.
- 2. <u>Noise</u>: No owner, renter or guest may make or permit to be made any disturbing noises which are objectionable to other owners, renters or guests, in the buildings or on the premises. Extra consideration is to be given between 10:00PM and 8:00AM
- 3. <u>Fireworks/Firearms</u>: Fireworks of any kind shall not be stored, carried, ignited, displayed, or exploded on any part of the Panorama Alpines Complex, except as may be expressly authorized in writing by the Board of Directors. Firearms shall not be discharged anywhere in the Panorama Alpines Complex.

- 4. <u>Keys</u>: All entry doors into each unit will be keyed to a master key that is retained by the management company.
 - No owner or occupant shall alter any lock or install a new lock on any entry door into any unit so as to take it off of the master-key system.
 - Owners are responsible for providing keys to friends, renters, or guests
 occupying their units. If a rental agency is involved, it shall be the agency's
 responsibility to provide the keys to the renters.
 - If locks need to repaired or replaced, they must be keyed to the Association master. Breckenridge Lock and Security is the locksmith that designed the system. They should be contacted if repairs or re-keys are needed.
- 5. Parking and Towing: Panorama Alpines Association has an assigned parking space for each unit. Vehicles parked in parking places belonging to other units will be deemed to be illegally parked and will be towed with no advance notice to the owner of the vehicle. Unregistered or inoperative vehicles will be towed. Towed-vehicle owners will be responsible for all towing and storage costs.
 - For snow removal purposes all vehicles must be moved within 72 hours of any significant snowfall.
 - Mechanical repairs are not permitted in the parking lot, except for emergency repairs.
- 6. <u>Garbage</u>: Garbage must be deposited in the trash containers provided in the shed. No other part of the common areas or decks may be used for storage or dumping of garbage, trash, other waste or unsightly materials. Large items of furniture, carpeting, etc must be hauled off the premise at owner' expense.
- 7. Recycling: In an effort to reduce trash expenses for the association, owners with large amounts of cardboard packaging are encouraged to take their cardboard to the recycling center by 7-11. However, storage of recycling materials on any of the common areas or decks on the property is prohibited.
- 8. <u>Balconies-Storage and Maintenance</u>: The balconies, decks, and patios shall be used only for the intended purpose and shall not be used for open storage or hanging of garments or other articles, except as noted below
 - Bicycles may be stored on balconies
 - No storage is allowed under the stairwells.
 - Firewood may be stored on balconies and should be stacked close to the building. At no time shall firewood storage on a deck exceed 200 lbs.
 - Should any railing, floorboard or any other part of any deck be found to be loose, deteriorated, or unsafe, the management company should be notified at once.
- 9. <u>Boats and Trailers</u>: Utility trailers, sport equipment trailers, and boats may be kept in your assigned parking spot for a time period not to exceed seven (7) days. Trailers or campers with sleeping quarters are not permitted.
- 10. <u>Common Areas</u>: Common sidewalks, driveways, entrances, hallways, and passageways shall not be obstructed or used for any other purpose other than ingress and egress.

- Personal property (including trash or recycling) shall not be left in any common area.
- Any damage to common elements or common personal property caused by the owner, family member, guest, tenant, pet, or invitee of a unit owner, shall be repaired at the expense of the unit owner.
- The Association assumes no liability for, nor shall it be liable for, any loss or damage to articles left or stored in any common area or unit.
- 11. <u>Construction or remodeling</u>: The Association is responsible for exterior, common elements, and structural aspects of the building.
 - Repairs to cracked and damaged sub-floors may be done on an 'as needed basis' by the association. Repairs will be limited to patching or replacing deteriorated sections of the sub floor. The association shall not be expected to make a floor completely level. Some unevenness in the floors and settling is to be expected from an older building.
 - Unit owners are responsible for damage caused to common areas as well as damage to other units_during interior remodeling. Please be aware that heat pipes run through the floors if you have new carpeting installed.
 - No construction or remodeling work shall be done upon the interior of any unit unless it is expressly authorized in advance, in writing, by the Board of Directors. In general, any work that could have an impact on structural loads or common elements, such as electrical, heating or plumbing of the complex must be approved in advance. This includes, but is not limited to, electrical wiring changes, removal or modification of walls/drywall, interior remodeling, kitchen renovations, stove replacement, cabinet installation, countertop replacement, carpet or floor covering replacement etc. Owners shall submit an outline of work planned to the property management company for review, which should include: 1) the type of remodeling, 2) who will perform the remodeling, and 3) the proposed schedule. Detailed plans or approximate calculations of the changes in the weight to be borne by the floor or load bearing walls in the complex shall be provided by the owner if requested by the Board of Directors.
 - Upon written approval of modifications by the board of directors, all required town building department permits must be issued prior to start of any work and are the responsibility of the unit owner. All permits shall be provided by the owner to the Board of Directors if requested.
 - No prior approval is required for minor unit interior maintenance, which includes: (a) patching walls, (b) painting walls, (c) replacing light fixtures, and (d) replacing window coverings.
 - Questions on whether an interior repair is minor maintenance or remodeling should be referred to the management company for review with the President of the Board of Directors.
 - Any damage resulting from unauthorized construction will be repaired at the expense of the unit owner.

- We ask all owners to be courteous to and remember their neighbors during construction. Advance notice should be given to neighbors for any work which may cause unusual noise, odor, dust or seepage of materials such as tile-leveler from one unit into another. Unit owners are responsible for damage caused to other units during remodel.
- A request for any proposed repairs or modifications external to a unit must also be sent in advance, in writing to the management company for review by the Board of Directors.
- 12. <u>Water Damage</u>: Any damage or expense which results from water flow (e.g. from tubs, showers, toilets, dishwashers, valves, or damaged pipes within the unit), shall be repaired at the expense of the owner of the unit where the water originated.
- 13. <u>Grills</u>: No charcoal grills are allowed on unit decks due to the fire hazard caused by high flames and dropping embers. Gas grills are permitted to be used on unit decks.
- 14. <u>Enforcement of Rules and Regulations</u>: The Board of Directors has the authority to institute a schedule of reasonable charges against owners or their agents for violation of these Rules and Regulations. Reasonable procedures (including notice of alleged violations and opportunity to be heard by a grievance committee) shall be implemented by the Board.

All fees, charges, and penalties imposed by the Board, and costs incurred by the Association in enforcing the Rules and Regulations, By-laws, and Declarations of the Panorama Alpines Association shall be charged to the violating owner. The Board shall have the authority to take remedial action it deems appropriate in the event of a violation of the Rules and Regulations, By-Laws, or Declarations, including at least: (a) assessment of charges and penalties, (b) filing of a lien, or (c) filing of an injunction or money judgement.

Penalty Schedule:

1st offense: A written warning

2rd offense: \$ 25 assessment against the unit. 3rd offense: \$ 50 assessment against the unit 4th offense: \$100 assessment against the unit 5th or more: \$150 assessment against the unit