Eagle's Nest Townhouse
Condominium Association
P.O. Box 5066
Mt. Crested Butte, Colorado 81225
eaglesnestcb.org

Eagle's Nest Townhouses of Mt. Crested Butte
Rules and Regulations

Adopted by the Eagle's Nest Board of Managers at the December 16, 1993 meeting and Amended at the August 3, 1998, September 2, 2009, October 23, 2013, May 5, 2016, March 17, 2017, November 14, 2018, October 17, 2023, May 21, 2024 and June 4, 2025
Board of Managers Meetings.

PETS & ANIMALS:

1) No animals or pets of any nature shall be allowed, kept or maintained at Eagle's Nest, except:
    a) Each (whole unit) owner may keep and maintain on the condominium property with such owner up to two domesticated dogs or cats so long as no such pet is a nuisance, obnoxious or troublesome to any other unit owner or guest. The right to maintain two domesticated dogs or cats as herein set forth shall be subject to the conditions within.
2) No guests, invitees, short term tenants, or long term tenants shall allow, keep, or maintain any pet on the condominium property at any time, except:
    b) Pets that were registered (current photo, current shots, and name of the dog, renters contact information) prior to November 14, 2018, to long term tenants with leases greater than 9 months will be allowed to remain on the property. New long term tenants or leases may not have pets. Grandfather rights are extended to current tenants with pets registered prior to the amendment, as long as the lease gets renewed. Tenants and pets with grandfather rights will be upheld to the old rules stating, if there are 3 or more negative reports from neighbors, management, or law enforcement the pet will no longer be allowed on Eagles Nest property within 30 days of a written letter from the HOA or the property management company. A registration fee of $150.00 per year for one dog will be assessed to the unit owner by the HOA. Violations of this policy are subject to fines per these rules and regulations.
3) The right to keep or maintain a pet upon the condominium property is subject to revocation and termination by the Board of Managers upon its sole determination that such pet is either vicious, annoying or a nuisance to other owners or guests. The Board of Managers will notify an owner in writing of the revocation of his or her right to have a pet on the condominium property and the reason(s) therefore.
4) All owners must notify the management company in writing before keeping or maintaining a pet upon the condominium property together with the dates of arrival and departure of the pet.
5) Upon arrival at the condominium property the owner must confirm in person with the management company that he or she is on the premises with his or her pet and reconfirm the dates of arrival and departure of the pet.
6) Each owner must immediately clean up after his or her pet and dispose of animal waste in a proper manner.
7) Pets shall not be left unattended and must be kept on a leash while outside the owner's condominium unit.
8) The provisions of these rules and regulations shall be strictly enforced by the management company together with the Board of Managers of the Homeowners Association.
9) The pet's owner shall bear full responsibility and liability for any damage to persons or property caused by his or her pet.
10) Trained assistance animals are allowed on premises in accordance with Federal Regulations.

HOT TUBS/SAUNAS:

1) Posted Hot Tub room hours must be observed. The *normal* hours of operation shall be from 10.00 a.m. to 9:00 p.m. Entry by room key only.
2) The amenities shall be closed during those periods of time when occupancy does not warrant them to be open.
3) Glass containers are prohibited in the Hot Tub and Saunas areas.
4) Children under 14 must be accompanied by an adult.
5) All guests, owners, and tenants must provide proof of occupancy to use the Eagles Nest amenities. Long term tenants must accompany any guests at all times.

COMMON AREAS/BALCONIES:

1) Balconies are considered to be a visual part of the common elements. Consequently, with the exception of appropriate balcony furniture, these must remain clear of all items, including but not limited to grills.
2) Smokers, charcoal, and other solid fuel burning grills are not permitted in any interior, balcony, or common area. Gas/Propane grills are only allowed in front the unit garages.
3) Owners and their guests may use their own grills in the area immediately in front of their garage making sure that this practice does not create a fire hazard nor cause smoke to go into other condominium units. The grills must be stored inside when not in use.
4) Common areas must remain clear of personal property at all times – passenger vehicles in authorized parking areas accepted. Common areas include but are not limited to: parking lot, hot tub, sauna areas, perimeter of the buildings, common area hallways and stairs.
5) Common areas will be used in a manner respecting the rights and privileges of other owners, tenants, and guests.
6) No trash, debris, or refuse shall be deposited in the common areas, except inside the trash containers provided by the Association.
7) Any damage to common area property caused by the owner or owner's guests shall be repaired at the expense of that owner.

PARKING:

1) Designated parking areas and garages are the only areas in which parking is permitted.
2) All authorized vehicles must be properly permitted by Association management prior to parking in the parking area. Permits must be appropriately displayed for easy viewing. All vehicle(s) must be registered with management at the Three Season Front Desk.
3) No motorized vehicles shall remain parked upon the property unless the same is in good working order and used for actual transportation.
4) Parking in non-designated areas may subject the offending vehicle's owner to fines and/or towing.
5) After a snow storm of more than 6", vehicle(s) are required to be moved to a plowed area within 12 hours of the snow storm so that all areas may be plowed.
6) All cars should be moved into recently plowed parking spaces as possible. The goal is to limit cost of plowing and moving all cars from the lot for plowing.
7) No unit may have more than two (2) vehicles on-site at any one time. Each unit may only have one (1) vehicle in the parking lot at any time, and the second vehicle must be parked in the unit's garage. No unit may have more than one (1) vehicles parked in the outdoor parking lot at any one time.
    a. The association-owned rental units, known as A & B, may only have one (1) vehicle per unit parked on property at any one time.
8) If the owner or tenant is going out of town the keys to the vehicles need to be given to a local person, or the management company, who can move the vehicle if needed. Contact information to the person who has the vehicle keys need to be emailed to the property management company. If we cannot contact someone to move the vehicles as needed the vehicles will be towed at the owner's expense.

9) The Association reserves the right and authorizes the management company, during periods of high occupancy, to limit parking permits.
10) All vehicles must be moved a minimum of once every seven days, or more frequently, as requested by the association or by the property manager for snow removal or parking lot maintenance purposes. If possible all signage informing the plan to plow the entire parking lot shall be posted at each common entry at least 2 days before the vehicles are required to move from the parking lot.
11) No other types of transportation shall be permitted to be parked on Eagles Nest common area property. Other types of transportation includes, but not limited to, Recreational vehicles (more than 15' long), snowmobiles, boats, motorcycles, trailers (of any length), and bicycles. Such items are permitted to be parked in garages.
12) No commercial vehicles and no trucks shall be parked on any road within the condominium property except when temporarily engaged in transport to and from a condominium, or as contractors for specific unit or HOA repairs. For the purpose of this rule, a ¾ ton or smaller vehicle, commonly known as a pickup truck, shall not be deemed to be a commercial vehicle or truck. The exception to this rule is an emergency vehicle meeting the following criteria:
    a) Any unit owner required by his or her employer to have an emergency vehicle at his or her residence during designated times AND
    b) The vehicle weights 10,000 pounds or less;
    c) The unit owner is a member of a volunteer fire department or an emergency service provider;*
    d) The vehicle has an official emblem or visible markings of an emergency service provider; and
    e) Parking the vehicle will not obstruct emergency access or interfere with the reasonable needs of the other residents who use the community's driveways and parking.

CONDOMINIUM UNITS:

1) No more than four (4) non related parties may occupy any one unit in excess of 30 days. "Non- related" is defined as not related by blood or marriage to any other person occupying the unit.
2) All windows must be covered with appropriate window treatments.
3) Unit's owners may display American flags, no larger than 40 square feet, in windows and on decks if the display complies with the Federal Flag Code, 4 U.S.C. 4 to 10. Owners may also display Service Stars in windows of their units. Political signs** 6 square feet or less may be displayed in unit windows not more than 30 days prior to election and must be removed no later than 3 days after election.
4) Owners must provide proof of liability and content insurance for their interior space of their condominium to the association, through the managing agent, annually or more if changes are made to the homeowner's policy.
5) In the event of any situation causing damage to a neighboring condominium or association common element, management must be notified immediately in order that they attest to proper mitigation of the affected property.
6) Upon re-keying, altering, or replacing unit entry or garage entry locks, a new pass key shall be provided to the Association's management company within 48 hours.
7) Excessive smoke or odors are expressly prohibited, including but not limited to: smoking, cooking, grilling, construction, etc.
8) There is no smoking on decks or in front of units. Smoking is allowed in designated areas only: The 2 areas are near the dumpster at lower Eagles Nest where we have a smoking pole (ashtray) and another area just north of the upper Eagles Nest hot tub where we have another smoking pole.
9) Water Heaters:
    a. All unit owners are required to replace their water heater once it reaches twelve (12) years of age, based on the manufacturer's date of manufacture.
    b. Proof of replacement and/or the manufacture date of the current water heater must be provided to the Association's management company upon request.

c. If a water heater is found to be 12 years or older and has not been replaced, the Association may issue a written notice requiring replacement within ninety (90) days.
d. Failure to comply may result in fines as established in these Rules and Regulations, and the unit owner may be held liable for any resulting damages to Association property or neighboring units caused by failure to replace an aging water heater as per section 702 B. of the association's declaration.

UTILITIES:

1) No owner shall allow the ambient temperature in such owner's unit to fall below 50 degrees Fahrenheit.
2) Electric service shall be maintained to each unit between October 1 and June 1.
3) In order to prevent sewer gas from accumulating, each owner shall at all times maintain water in all p-traps and toilets
4) FINES. Fines will be levied in accordance with the adopted governance policy pertaining to fines.

CONDOMINIUM RENOVATIONS:

1) No owner may renovate plumbing, wiring or air conditioning/heating equipment without the express written approval from the Management Company.
2) Before *any* construction is to begin the homeowner or their agent is required to send a written letter to the Management Company, specifying - in detail - the extent of the project with a beginning date as well as an ending date of the project. Construction can only begin *after* the owner receives written - and signed - permission from the Management Company. Construction request letters can be mailed to Property Manager, P.O. Box 5066, Mt. Crested Butte, 81225.
3) Owner, and/or their agent, agrees that any and all construction within their condominium will be completed within a six month time period, unless written permission to continue construction past the six month period is granted through the Management Company.
4) Any Plumbing, Electrical, or Structural modifications within a unit is required to have all necessary building permits (as per local building codes), and any necessary inspections completed in a timely and legal manner.
5) All construction contractors and subcontractors are required to have liability insurance and a Declaration of Independent Contractor Status Form (also known as, Worker's Comp Form). Proof of current liability insurance and the Worker's Comp Form is to be completed and included with the construction request letter.
6) Absolutely no homeowner or tenant is to perform any maintenance and/or construction on any common areas, nor use any part of the common area for personal construction work, or use any common area electrical power.
7) The owner is required to supply a construction dumpster at the owners expense. Such dumpster shall be covered at all times. Any trash that overflows from the dumpster is the responsibility of the owner. If any trash outside the dumpster is not disposed of properly the HOA management company will remove the trash at the owner's expense. All dumpsters are to have the homeowner's condo number and direct contact phone number located on or near the dumpster. If the owner does not furnish their own dumpster, then all construction debris has to be removed immediately from the Eagles Nest property by the owner, and/or their agent, at the owner's expense.
8) Absolutely no construction debris is to be placed in the Eagles Nest common dumpster. Waste Management will charge a hefty fine for any construction material found in the common dumpster. *Please help keep your HOA dues down by not disposing of any construction material in the Eagles Nest common dumpster.*
9) No construction materials, tools, or debris is to be stored or placed in Eagles Nest common areas (i.e. hallways, parking lots, etc.)
10) At the request of the Board of Directors and/or their agent, the owner will grant access to the construction project within 24 hours of the Boards and/or agents request.

11) Renovations, which emit noises or odors, shall be restricted to performing the work between 8:00 AM and 8:00 PM Monday – Friday. Reasonable work ethics shall be followed at all times during the renovation.

GENERAL:

1) Owners, who rent their condos to long-term rents or whose condo is not in the rental pool, are responsible for informing their tenants of the Rules and Regulations.
2) Unreasonable noise between the hours of 10:00 PM to 8:00 AM that is disturbing to others is expressly prohibited. Such noise includes, but is not limited to music, loud conversation, television or radio sound, automobile horns and engine noises.
3) No activity shall be carried on within any residential unit, garage, or limited common, or common area which maybe an annoyance or nuisance to the other residential owners or other persons.
4) Any garbage or waste that is left outside a unit (i.e. washers, refrigerators, etc.) will be traced to the offending unit and charged for removal, disposal, and fined.
5) Notify the management company at the front desk at the Three Seasons building (or call 349-2400) immediately as to any problems or notice of other violations of these Rules and Regulations.
6) Violation(s) of the above Rules and Regulations by Owners, Guests of Owners, or Renters, long term or otherwise placed in a condominium unit by the owner or an agent of the owner other than the current management of the Association may result in the assessment of reasonable fine(s) against said owner. Before any such fine is imposed, the Board of Managers, through its Managing Agent, shall give written notice of a hearing before the Board of Managers, to be held no less than thirty (30) days from the date of such notice. The notice shall be deemed properly given when mailed, postage prepaid, to the owners last known address. The notice shall provide the alleged violation(s) enumerated, the proposed fine, the date and time of the hearing, the place of the hearing (including the possibility of having the hearing by telephonic means). The Owner so noticed may be present and shall have the opportunity to be heard at said hearing or may have a designated person as their representative at said hearing. If the notice is to be by telephonic means, the owner or its representative must supply to the Managing Agent a telephone number where said person may be reached no later than 72 hours before the time of said hearing. Appeal from any decision of the Board of Managers by the Owner shall be to the Gunnison County Court or District Court of the State of Colorado depending on the amount of the fine and the jurisdictional requirements of each Court.
7) The Rules and Regulations are adopted under authority of the Colorado Common Interest Ownership Act (Article 38-33.3 of the Colorado General Statues), Senate Bill 05-100 and Article IV section 2(b) of the By-Laws of the Eagle's Nest Townhouses of Mt. Crested Butte Condominium Association.
8) Each owner, guest, invitee, and lessee shall comply with and abide by all Rules and Regulations set forth above and as the same may be amended or adopted by the Board of Directors from time to time. The above Rules and Regulations shall in no way amend or alter the Articles of Incorporation, Condominium Declarations or Bylaws of the Association, but shall only be supplemental thereto.
9) Any fines, charges, or penalties imposed by the Board of Directors shall be and constitute an assessment against the unit and the Association shall have a lien and all legal rights and remedies therefore.
10) Short Term Rentals: Any unit in the property that holds a short term rental license through the Town of Mt. Crested Butte will be charged a $500 fee each year the short term license is held. This fee is non-refundable for discontinuation of rentals or other reasons. This fee is non-transferable. This fee is non-negotiable. This fee will be charged to owners on the STR Business Directory, published and maintained by the Town of Mt. Crested Butte, at the beginning of January every year a short-term rental license is held, and must be paid in full to the Eagles Nest Condominium Association by the end of January.
    a. The amount of this fee may be established by the Board of Directors on an annual basis. If adjusted, the amount of the fee will be disclosed in the annual meeting of the membership. Failure to pay this fee can result in collection efforts as established in the approved collection

policy and/or revocation of HOA Approval to Park, or any other document, as required by Town of Mt. Crested Butte to obtain a short term rental license.

b. This fee does not relinquish owner and guest responsibility to uphold the association's rules and regulations.

Policy Regarding Enforcement of the Condominium Declaration, Rules and Regulations, and the Levying of Fines (from approved Governance Policies)

Association's Legal Duty. The Association acknowledges that it has a duty to its membership to enforce its Condominium Declaration, the Association's Bylaws, Responsible Governance Policies, and Rules and Regulations, if any, all as the same may be amended or restated from time to time. It is the policy of the Association to enforce, as written, any applicable provision of the Association's Condominium Declaration, Bylaws, Responsible Governance Policies, and Rules and Regulations, if any.

Investigation of Alleged Violations. If a violation of the Association's Condominium Declaration, Rules and Regulations, Bylaws, or Responsible Governance Policies occurs, or a violation is alleged to have occurred, and such potential violation is reported to the Board of Managers ("Board"), the Board shall investigate the allegations to make a determination whether such violation or threatened violation has in fact occurred. In such investigation and subsequent enforcement, if undertaken, the Board shall act in good faith and shall not act arbitrarily or capriciously.

Enforcement – Board Discretion. The enforcement of the provisions of the Association's Condominium Declaration, Rules and Regulations, Bylaws, and Responsible Governance Policies shall be subject to the discretion of the Board as to the timing, manner, and method of pursuing such enforcement, but in no event shall the Association's fact-finding process to determine whether a violation has occurred take longer than 60 days from the date the Association first had notice of the alleged violation. Provided that its actions are reasonable, the Board may decline enforcement of questionable violations, enforce covenants by filing suit for injunctive relief or other remedies, or levy fines for violations after notice and an opportunity to be heard is given to the alleged violator. In exercising such discretion, the Board shall consider both the specific covenant or rule violation alleged, and the overall interests of the community and Association.

Hearing Before Impartial Decision-Maker(s). If a unit owner or a unit owner's tenant, guest or invitee is determined to have violated the provisions of the Association's Condominium Declaration, Rules and Regulations, Bylaws, or Responsible Governance Policies, after notice and hearing to the alleged violating owner in front of an impartial decision-maker, the Association may impose a fine for the violation in the amounts stated in the Association's Rules and Regulations, or other governing document, but in no event shall any violation incur a fine of more than $500. "Impartial decision-maker" means a person or group of persons who have the authority to make decisions regarding the enforcement of the Association's Condominium Declaration, Rules and Regulations, Bylaws, and Responsible Governance Policies and do not have any direct personal or financial interest in the outcome. A decision-maker shall not be deemed to have a direct personal or financial interest in the outcome if the decision- maker will not, as a result of

the outcome, receive any greater benefit or detriment than will the general membership of the Association.

Owner Not Responsible for Alleged Violation. If, as a result of the fact- finding process described in this Policy, it is determined that the unit owner should not be held responsible for the alleged violation, the Association shall not allocate to the unit owner's account any of the Association's costs or attorney's fees incurred in asserting or hearing the claim. Notwithstanding any provision in the Condominium Declaration, Bylaws, Rules and Regulations, or these Responsible Governance Policies to the contrary, a unit owner shall not be deemed to have consented to pay such costs or fees.

Violating Owner Responsible for Association Attorney Fees and Costs. It is the intent of the Board that once a violation of the provisions of the Association's Condominium Declaration, Rules and Regulations, Bylaws, or Responsible Governance Policies has been determined by the Board to have occurred, any expenses, costs, and attorney's fees incurred by the Association as a result of such violation shall be assessed against the violating owner in the same manner as an assessment.

Violations that Threaten Public Safety or Health. With respect to any violation of Colorado law or the Association's Condominium Declaration, Rules and Regulations, Bylaws, or Responsible Governance Policies that the Association reasonably determines threatens the public safety or health, the following procedures shall apply:

The Association shall provide the unit owner with written notice via certified mail, return-receipt requested, in English and in any other language that the unit owner has indicated a preference for correspondence and notices pursuant to Section 8 of the Association's Collection Policy above, of the nature of the violation, the action or actions required to cure the violation, and that the unit owner has seventy-two
(72) hours to cure the violation, or the Association may fine the unit owner.

If, after an inspection of the condominium unit in which a violation is alleged to have occurred, the Association determines that the unit owner has not cured the violation within seventy-two (72) hours after receiving notice of the alleged violation, the Association may impose a fine or fines on the unit owner, as determined by the Board, but no fine shall be instituted more than every other day for continuing violations, in the amounts stated in the Association's Rules and Regulations or other governing documents and the Association may take legal action against the unit owner for the violation(s); except that, in accordance with C.R.S. § 38-33.3-209.5(8)(c)(I), the Association may not pursue foreclosure against the owner's condominium unit solely based on fines owed. The total amount of fines imposed for any violation may not exceed $500.00, even if said violation is continuing in nature.

Violations that Do Not Threaten Public Safety or Health. If the Association reasonably determines that a unit owner committed a violation of Colorado law or of the Association's Condominium Declaration, Rules and Regulations, Bylaws, or Responsible Governance Policies that does not threaten public safety or health, the Association shall:

Provide the unit owner with written notice of the violation via certified mail, return-receipt requested, in English and in any other language that the unit owner has indicated a preference for correspondence and notices pursuant to Section 8 of the

Association's Collection Policy above, and inform the unit owner that he/she has thirty (30) days to cure the violation or the Association, after conducting an inspection and determining that the unit owner has not cured the violation, may fine the unit owner; however, the total amount of fines imposed for any violation may not exceed five hundred dollars ($500), even if said violation is continuing in nature.

Subject to subsections 8.c and 8.d hereof below, a unit owner shall have two (2) consecutive thirty (30) day periods to cure a violation before the Association may take legal action against the unit owner for the violation. In accordance with C.R.S. 38-33.3-209.5(8)(c)(I), the Association may not pursue foreclosure against the owner's condominium unit solely based on fines owed.

If the unit owner cures the violation within the period to cure afforded the unit owner, the unit owner may notify the Association of the cure and, if the unit owner sends visual evidence with the notice that the violation has been cured, the violation is deemed cured on the date that the unit owner sends the notice. If the unit owner's notice does not include visual evidence that the violation has been cured, the Association shall make an inspection as soon as practicable to determine if the violation was cured.

If the Association does not receive notice from the unit owner that the violation was cured, the Association shall inspect the condominium unit in which the violation was alleged to have occurred within seven (7) days after the expiration of the first thirty (30) day cure period to determine if the violation was cured. If, after the inspection, and whether or not the Association received notice from the unit owner that the violation was cured, the Association determines that the violation was not cured, then:

A second thirty (30) day period to cure commences if only one thirty (30) day period to cure has elapsed; or

The Association may take legal action against the unit owner if two (2) thirty (30) day periods to cure have elapsed.

Violation Cured by Unit Owner. Once a unit owner cures a violation, the Association shall notify the unit owner, in English and in any other language that the unit owner has indicated a preference for correspondence and notices pursuant to Section 8 of the Association's Collection Policy above, of the following:

The unit owner will not be fined further for the violation; and

The amount of any outstanding fine balance, including attorney's fees and other costs, that the unit owner still owes to the Association.

Continuing Violations. For violations that are continuing in nature, the Association may levy a fine or fines as stated in the Association's Rules and Regulations or other governing document(s) , but the cap on said fines for any one continuing violation shall be limited to five hundred dollars ($500), and a fine may not be levied more often than every other day.

Notice of Fines. On a monthly basis by first-class mail and, if the Association has the unit owner's email address, by email, the Association shall send to each unit owner who has any outstanding balance owed to the Association an itemized list of all assessments, fines, fees, interest, and other charges that the unit owner owes to the Association. The Association shall send the itemized list to the unit owner in English and

in any other language for which the unit owner has indicated a preference for correspondence and notices pursuant to Section 8 of the Association's Collection Policy and to any designated contact for the unit owner.

* " Emergency Service Provider" The statute defines as "a primary provider of emergency fire fighting, law enforcement, ambulance, emergency medical, or other emergency services."

** "Political Signs" A sign that carries a message intended to influence the outcome of an election, including supporting or opposing the election of a candidate, the recall of a public official, or the passage of a ballot issue."

Attention: Please note that the electric baseboard heaters are extremely hot. **DO NOT** place anything near, on, or around the electric baseboard heaters, or a fire could occur