

**CHATEAU ASPEN CONDOMINIUM ASSOCIATION  
RULES AND REGULATIONS  
(REVISED NOVEMBER 1, 2019)**

The following rules have been adopted by the Board of Directors of the Chateau Aspen Condominium Association in the interest of maintaining high standards of their property and to protect the values of all the owners.

The managing agent is hereby authorized to interpret and enforce these rules in the best interest of the Condominium Association and its individual members.

***PLEASE POST THESE RULES IN YOUR UNIT FOR ANY/ALL RENTERS/TENANTS.***

**Use of Common Areas:**

Balconies, hallways and other common areas are for the use of owners and tenants. No personal belongings of any type (other than skis) are allowed outside apartments. The management company has the authority to remove any articles stored in common areas and to charge an owner or tenant for the labor to remove and store such items. Personal use of the front lawn area is prohibited.

**Firewood:** Is provided for owner and tenants during ski season only (from Thanksgiving to close of lifts). Firewood is prohibited from balconies.

**Laundry:** No laundry is to be hung outside apartments, in windows, or over railings.

**Quiet Hours:** Are from 10 p.m. to 10 a.m. All radios, televisions, stereos, etc., are to be kept at a low sound level so as not to disturb other apartments.

**Pets:** Homeowner is allowed one pet. NO ANIMALS ARE ALLOWED WITHOUT AUTHORIZATION FROM MANAGEMENT. **THIS INCLUDES EMOTIONAL SUPPORT ANIMALS.**

**Trash:** Dumpsters are provided behind the building. No trash is to be left outside apartments or in common areas. The management will collect any refuse, litter, etc., and the tenant or owner responsible will be charged for this service. ASHES must be removed from the fireplace AND DISPOSED OF PROPERLY.

**Parking Permits:** Permits are available on a one per unit basis from the managing agent ALL CARS PARKED IN CHATEAU AREAS MUST DISPLAY A VALID CHATEAU ASPEN PARKING PERMITS. All long-term tenants are asked to utilize parking in the rear of the building, especially oversized vehicles and vehicles not in use.

THE THREE SPACES ON COOPER AVE IN THE FRONT OF THE BUILDING ARE FOR COMPACT CARS ONLY. ALL MID SIZE AND FULL-SIZE VEHICLES MUST PARK IN THE BACK OF THE BUILDING OR BE SUBJECT TO STICKER AND/OR TOWING.

**Recreational Vehicles:** Cannot be parked near the building. NO POWER OR WATER WILL BE PROVIDED. OVERNIGHT COHABITING IS NOT PERMITTED.

**Liability:** Owners and tenants are strictly responsible and financial liable for their personal property, their own actions, the actions of their children, and the actions of their guests.

**Signs:** No signs for commercial operations may be posted without written permission from the Managing Agent or the Board of Directors. No “For Sale” signs or “For Rent” signs.

**Smoke Alarms & Fire Extinguishers:** Every apartment in the building is required to have a smoke alarm and fire extinguisher properly installed on the premises. The managing agent is authorized to enforce this rule.

**Emergency Procedures:** Primary emergency telephone numbers include 925-4772 ARA management: and 911 (for Fire and Police).

**Renovations, Repairs & Construction:**

1. **Remodels and Renovations:** In addition to complying with the requirements of Article 9 of the Amended and Restated Condominium Declaration for Chateau Aspen Apartments (“Amended and Restated Declaration”), no Owner shall make any modifications or alterations, structural or otherwise, to their Unit or installations located in their Unit or appurtenant Limited Common Elements (the “Work”) without:
  - (a) Obtaining any required building permits from the City of Aspen. Any such Work undertaken without prominently displaying required building permits shall be reviewed by the Board upon notice to the board of such violation. At the discretion of the Board, the City of Aspen Building Department may be notified of such a violation with the intention of red-flagging the undertaken Work. If no permit for the Work is required, at the discretion of the Board or Management, the Owner may be required to provide documentation from the City of Aspen attesting to the fact that a building permit is not required for the Work.
  - (b) Before an Owner begins any Work approved by the Board, the Board or Managing Agent have the discretion, based upon the scope of the Work and the materials and equipment which must be transported to and from the Unit or Limited Common Element for the Work, to require a refundable security deposit (to be used to cover the costs of any building repairs or cleaning costs as a result of such Work and transportation of materials and equipment to and from the Unit) of not more than one thousand dollars (\$1,000.00).
  - (c) Before the Owner begins any Work approved by the Board, the Owner must deliver to the Managing Agent a copy of the Contractor’s license, and the license of subcontractors (if applicable), and a workers’ compensation policy covering all individuals carrying out the Work as required by Colorado law.
  - (d) Based upon the type and scope of the Work, the Board of Directors may require that the Owner or their contractor and/or subcontractors carry insurance in such types and amounts as determined by the Board. Such insurance shall name the Association as an “additional insured” and may include, but not be limited to, the following:

## Workers Compensation – Statutory

### Employers Liability Limits:

Bodily Injury by Accident - Each Accident	\$1,000,000
Bodily Injury by Disease - Each Employee	\$1,000,000
Bodily Injury by Disease - Policy Limit	\$1,000,000

### General Liability Limits:

\$1,000,000 Each Occurrence Limit
\$1,000,000 Personal Advertising and Injury Limit
\$300,000 Fire Legal Liability Limit
\$2,000,000 General Aggregate Limit (other than products - completed operations)
\$2,000,000 Products & Completed Operations

Such liability insurance shall apply as Primary and non-contributing insurance before any other insurance or self-insurance, including any deductible, maintained by or provided to, the additional insured.

Subcontractor shall maintain CGL coverage for itself and all additional insured for the duration of the project and maintain Completed Operations coverage of itself and each additional insured for at least three years after completion of the Work.

### Comprehensive Automobile Liability:

\$1,000,000 combined single limit

### Commercial Umbrella:

Umbrella Limits must be at least \$1,000,000

### For Surveying, Testing and Design Build Subcontractors or as applicable:

Professional Liability (Errors & Omissions) - Continued After Two (2) Years After Project Completion-\$1,000,000 per claim and \$2,000,000 aggregate for annual claims made coverage or \$2,000,000 Project Coverage

Prior to commencement of any Work, Contractor shall furnish the Association with for any required insurance: (1) workers compensation certificates (showing that is has coverage for the classification of work); (2) certificates of insurance naming the Association as an additional insured and agreeing to notify the Association before termination thereof; and (3) insurance declaration pages with policies attached covering all of the insurance required by the Board of Directors.

If any of the Work is sublet or subcontracted, Contractor shall require its subcontractors similarly to provide such coverage as is specified above.

2. Repair to Common Elements and other Units. In the event any portion of the Common Elements or another Unit are damaged by the general contractor, subcontractor

or damaged by any other individual or entity in any other way related to the Work, the Owner of the Unit where the Work is or has been conducted shall be responsible for the costs of repairs to the Common Elements and/or the other Unit and such costs shall be treated as an Assessment for collection purposes.

3. Hold Harmless and Indemnification Requirement. Based upon the type and scope of the Work, prior to the commencement of the Work, the Board of Directors at their discretion may require the Owner to sign an agreement holding harmless and indemnifying the Association, Board of Directors, Officers, Managing Agent or any other agents of the Association from any and all damage or destruction to the Common Elements or other Units and any personal injury or death relating in any manner whatsoever to the Work.

4. Timeframe for Work: No renovation plans will be approved for work to be conducted during the ski season (Thanksgiving to Mid-April) or the summer season (June to Mid-September). All work must be completed during the Off-Season. During such time as Work is permitted by the Board of Directors, the Work shall only be permitted to be carried out between the hours of 8:00 am to 5:00 pm on Monday through Friday. Work shall not be permitted on weekends nor on the 4<sup>th</sup> of July, Memorial Day, Labor Day or other holidays as specified by the Board or the City of Aspen.<sup>4</sup>

5. Removal and Disposal of Construction Debris: Construction debris and equipment shall not be permitted to be stored on or left on the Common Elements, nor shall such construction debris or equipment be permitted to be stored in the Unit in such a manner as to pose a hazard to any other Unit or the Common Elements. The Board of Directors or Managing Agent shall be permitted to specify where a receptacle for construction debris may be located, the length of time the receptacle shall be permitted on that location, how often the receptacle must be emptied and the general conditions required in and around the receptacle.

6. Parking for Contractors, Subcontractors, Vendors and Suppliers. Except for short term loading and unloading, no contractor, subcontractor, vendor or supplier shall park in front of the building. At all times during the Work, contractors, subcontractors and vendors shall be required to utilize parking permits issued by the Association and obtained by the Owner of the Unit where the Work is being carried out.

7. Hard Surface Flooring: No hardwood floors, tile or other hard surface flooring shall be installed in any Unit that is located above another Unit without Board approval, and only then in compliance with appropriate sound mitigation as required by the Board

In accordance with the Association's Enforcement Policy, failure to comply with these requirements may result in the levying of fines in compliance with the Association's Enforcement Policy following notice and an opportunity for a hearing. The Board of Directors of the Association also reserves the right to utilize any other remedies for enforcement as permitted by the governing documents of the Association or applicable Colorado law.

**No Smoking:**

The Chateau Aspen Condominium complex is a totally non-smoking facility. No smoking is allowed in individual units, in any of the common areas, or anywhere on the physical property. Violators are subject to fines and/or eviction.