

**CHATEAU CLAIRE, INC.**

Post Office Box 539  
Dillon, Colorado 80435

**POLICIES, RULES AND REGULATIONS**

August 2023

The following Policies, Rules and Regulations are in addition to the provisions contained in the Condominium Declaration and Bylaws. If there is any conflict between these Policies, Rules and Regulations and the Declaration and/or Bylaws, then the provisions of the Declaration and Bylaws shall prevail. These “Policies, Rules and Regulations” will be revised as necessary by the Board. Copies of the revisions will be sent to each owner.

**GENERAL**

Chateau Claire is governed by a three to nine member Board of Directors, elected for two year terms, and managed by Managers employed by the Board on behalf of the Association. Employment terms and conditions are set forth in a Management Contract, which contract is subject to periodic review and revision by the Board. There is no present policy for payment of Director’s fees.

The Board of Directors elects its President, Vice President, Secretary and Treasurer.

**GOVERNANCE POLICIES**

Records of the Association will be accurate and complete. Board members will disclose any conflict of interest prior to any decisions being made. All meetings will be conducted following Roberts Rules of Order. Board members will be selected by a majority vote of owners. A secret ballot may be necessary in the case of a contested ballot. Ballots are to be counted by a committee of volunteers. All covenants and rules will be routinely and consistently enforced. All Association records are available to owners during regular business hours. Copies will be provided but a nominal service fee may be charged to cover the copying costs. Reserve fund balances have been identified and amounts are routinely being added to them.

## **ASSOCIATION DUES**

1. Owner's monthly assessments are established by the Board of Directors.

Effective January 1, 2023 (subject to change each year with Board approval)

One Bedroom, 1 Bath     \$445.00

Two Bedroom, 1.5 Bath   \$502.00

Two Bedroom, 2 Bath     \$513.00

## **INSURANCE**

It is suggested that each Owner may wish to purchase personal property insurance and liability coverage to supplement insurance coverage provided by the Association as required by the Declaration and/or Bylaws. The Association maintains insurance on the buildings and "Officers & Directors" coverage. A copy of the insurance policy is on file in the office and can be viewed during business hours Monday through Friday.

## **ACCOUNTS**

All accounts are due and payable in full upon receipt of monthly statements. If an owner's account is in excess of 60 days past due, the Association may exercise its lien rights against that Unit. If an owner is in excess of 30 days past due on their monthly account, the owner will be assessed a late fee of \$50. If an owner is past due in payment of special assessments, the owners will be charged interest at a rate determined by the Board.

## **MEETINGS**

The Homeowners Association Annual Meeting is held at a time, date and place specified by the Board and all owners will be notified by mail. All association meetings and meetings of the Board are open to every owner of the association, or their designated representative appointed in writing. Special meetings of owners may be called by the president, the majority of the board or by 20% of the owners.

## **RIGHT OF FIRST REFUSAL**

Section 12 of the original Declaration governs the right of first refusal in considerable detail along with a Policy Document dated May 16, 2018 (attached hereto). It is impractical to outline the major steps here so reference should always be given to the more detailed language of Section 12 and the Policy Document, the provisions of which shall prevail. Any owner who wishes to transfer all or any part of his interest in a Unit is required to give written notice to the Association.

## **RESPONSIBILITIES OF OWNERS**

1. No owner or occupant shall make, or permit, any disturbing noises to be made in the building or on the premises or permit anything to be done that would interfere with the rights, comforts or convenience of other owners or occupants.
2. The Association discourages use of any Unit by dependent children under the age of 21, unless accompanied by a parent or a responsible adult. Children shall not be permitted to loiter or play unattended on the stairways or in the halls or any other common area.
3. Owners will be required to make direct payment for all costs for repairs or supplies incurred in connection with his or her Unit. No such cost may be charged to the Association unless prior approval of the Board is obtained.
4. All damage to the property of others, including the common elements and facilities resulting from the misuse of such, shall be paid for by the owner responsible. All damage to the building or common elements and facilities by the moving and/or carrying of articles therein, shall be paid for by the owner or person in charge of such articles. No ski boots shall be worn within common areas due to scuffing of floors and noise.
5. Storage of vehicles, boats and/or trailers on the premises is not allowed without prior approval to parking on-site and must utilize a parking pass, and shall not exceed five days. Trailers parked without permission and abandoned vehicles (defined as unable to drive and not moved in 5 days) will be towed away at owner's expense. If longer term parking is necessary, prior approval is required. Lost parking passes replacement cost is \$50.
  - a 1 Bedroom Unit are allowed 1 vehicle parking space on-site subject to availability
  - b 2 Bedroom Unit are allowed 2 vehicle parking spaces on-site subject to availability
6. No material or supplies belonging to a Unit owner shall be stored in any hallway, stairwell, recreation room or any other location in a common area. Storage compartments are provided for each Unit owner in the basement of each building. The common areas shall not be used for any purpose other than for which they were constructed and intended. No exterior window shades, awnings or window guards shall be used except as shall be put up or approved by the Association. All interior window covering should have a white or off-white backing facing outside.

7. No signs of any kind shall be placed in windows or upon doors or other exterior surfaces or common elements without the prior written approval of the Board or Managers of the Association. No signs advertising a Unit "For Sale" shall be displayed in any Unit window or on the premises of Chateau Claire.
8. Recreational facilities shall be open for use from 10:00 a.m. until 10:00 p.m. daily and equipment may be checked out from the Manager during office hours.
9. Owners are required to give satisfactory evidence of ownership following closing of any sale of a Unit before ownership records may be changed.
10. Unit No. 1 and the Office belong to the Association and may be rented at the sole discretion of the Board.
11. Owners of dogs, cats, and other domestic pets shall not allow their pet(s) to disturb or annoy other occupants of the building. Any inconvenience, damage or unpleasantness caused by the same shall be the responsibility of the respective owners. Pets should be under voice command or leash. Pets are not allowed in laundry or sauna areas. Dogs and cats shall be exercised and other needs taken care of off premises. Pets shall not be tethered in such a way that it would impede access to a Unit or damage landscaping. Pets shall not be left unattended in an automobile or decks.
12. Guests of Owners, and Tenants are not permitted to have pets of any kind with the exception being certified service animals. Proof will be required to be provided to the Board.
13. Chateau Claire is a Non-Smoking Property and no smoking of any kind including vaping or e-cigarettes shall be permitted within Units and Common Areas nor within 25-feet of any entrance to a building (per Colorado Clean Indoor Air Act).
14. The Manager and only the Manager shall retain a master key to each unit. All lock changes or additions shall be arranged through the supervision of the Manager in order to retain the master system integrity and safety throughout the facility. Owners shall be required to provide a key if requested within 5 business days.
15. Firewood shall not be split on the decks or in the units. Any damage resulting from this practice will be charged to the owners or renters.

16. Dumpster is not to be used for any other purpose other than household trash. Any furniture, hazardous materials (i.e., paint), materials from remodeling (i.e., carpeting, old cabinets, appliances) will be subject to owner charges.
17. Charcoal grills are not allowed at Chateau Claire Condos. The fire hazard caused by these grills is just too great. Gas grills are permitted and shall be located to not have smoke enter adjacent Units.
18. Snow Removal is done on an as needed basis. Management will notify occupants. All vehicles must be removed by the designated time or keys must be accessible to management. Failure to comply will result in car(s) being towed at owner's expense.
19. Owners shall be required to provide notification to Management Company whether they rent long term, or short term. Owners shall be required to provide copy of short-term rental license or long-term leasing (30-days or longer) agreement for rental along with Tenant contact information including vehicle information to the Management Company.

### **PROCEDURE FOR RESOLVING COMPLAINTS**

A member with a complaint of any condition arising out of his membership in the Association or ownership of a Unit at Chateau Claire should first discuss the problem with the Manager. If the complaint is not resolved, regardless of its nature, shall be reduced to writing and delivered to the President of the Association and the Board members.

Within twenty days of the receipt of such complaint, the President shall hold a special meeting comprised of the then Board of Directors to review such complaint. At such meeting the complainant shall present his grievance either personally or through an attorney. The Board of Directors shall have the right to have an attorney present at such meeting.


Within thirty days of the special meeting and the hearing of such complaint, the Board shall make its determination of the issues and shall inform the President of its decision. Within ten days of the notification of the Board's decision, the President shall give written notice of such decision to the parties involved in the complaint by mailing such notice of their last know address.

In the event the complainant or anyone else affected by such decision does not accept the Board's determination, he and/or they may take such further legal action as may be available to them.

Compliance with the procedures outlined above shall be a condition precedent to the bringing of any legal action.

Approved by: 


  
Board President


  
Secretary

Date: July 25, 2023