

**2013 AMENDED AND RESTATED RULES AND REGULATIONS OF
THE SKI TIP RANCH CONDOMINIUM ASSOCIATION, INC.**

**THESE RULES SUPERSEDE ALL RULES AND REGULATIONS OF THE SKI TIP
RANCH HOMEOWNERS ASSOCIATION, INC. ADOPTED PRIOR TO THE
EFFECTIVE DATE OF THESE RULES**

The Declaration of Covenants, Conditions and Restrictions (“CC&Rs”), Articles of Incorporation and Bylaws of The Ski Tip Ranch Condominium Association, Inc. (along with these Rules and Regulations, the “Governing Documents”) provide for the governance of The Ski Tip Ranch Condominium Association, Inc. (“Ski Tip”). Pursuant to the authority granted to the Executive Board by the CC&Rs to establish, make, and enforce reasonable rules and regulations as may be necessary for the operation, use, and occupancy of the Ski Tip property and to amend the Rules and Regulations from time to time, the Executive Board does hereby adopt and publish these Rules and Regulations for Ski Tip, sometimes referred to as “Rules.”

1. Purpose

The Governing Documents are intended to create and provide for a harmonious and attractive development and to provide for and safeguard the health, comfort, safety, convenience, and welfare of homeowners and occupants within Ski Tip.

2. Authority

The Executive Board has retained the services of Wilderndest Property Management LLC (“Wilderndest”) as the “Property Manager” for the Association. In its capacity as the Property Manager for the Association, Wilderndest has the power and authority from the Executive Board through Wilderndest’s employees and other agents to enter onto the property of Ski Tip, including the individual units, to carry out its duties as Property Manager and to enforce these Rules, except for the imposition of fines, which shall remain within the sole province and discretion of the Executive Board.

3. Definitions

The terms “Association,” “Common Element,” “Executive Board,” “Occupant,” “Unit,” and “Property” when used in these Rules and regulations, shall have the meanings designated in the CC&Rs as the same may be amended from time to time. Any other terms defined in the Governing Documents shall have the meaning herein as defined in the Governing Document.

4. Ownership & Occupancy

- 4.1 No Unit shall be used for other than residential purposes, except that home occupations which conform with Summit County zoning regulations may be pursued on the condition that the Owner does not invite others to its Unit to conduct business.
- 4.2 No Unit shall be partitioned, subdivided, or combined with another Unit either by legal process or physical alteration except as permitted by the Governing Documents, which require a 100% approval of the votes in the Association.
- 4.3 No Owner shall offer to sell any interest under a "timeshare" or other "interval ownership" plan.
- 4.4 All leases or rental agreements used by homeowners or their agents must comply with the Governing Documents, including:
 - 4.4.1 No Owner shall lease its Unit for a term longer than 60 days without prior written consent of the Association,
 - 4.4.2 No Owner shall conduct a "bed and breakfast" operation in its Unit.
- 4.5 Except for short-term occupancies of less than 14 days, occupancy shall not exceed the design capacity of the Unit.

Effective July 12, 2013

5. **Association Records: Maintenance, Retention, and Production; Insurance; Audits and Reviews; Education of Board Members**

- 5.1 The Association will maintain, retain, and produce Association records in accordance with law and the Association's governing documents, including the declaration, articles of incorporation, bylaws, and this Rule which conforms with Colorado Revised Statutes §§ 38-33.3-209.4, -209.5, and -317, as amended.
- 5.2 All Association records must be maintained in a form that allows conversion into written form in a reasonable time.
- 5.3 In all feasible instances, considering privacy and confidentiality, the association will post documents on its website. The **following records will be maintained** at the Association's principal office as described in the records of the Colorado Secretary of State and shall be considered the sole records of the Association for purposes of document retention and production to owners:
- 5.3.1 Detailed records of receipts and expenditures affecting the operation and administration of the Association;
 - 5.3.2 Records of claims for construction defects and amounts received pursuant to settlement of those claims;
 - 5.3.3 Minutes of all meetings of owners and the Board, a record of all actions taken by the owners or the Board without a meeting, and a record of all actions taken by any committee of the Board;
 - 5.3.4 Written communications among, and votes cast by the Board members that are: (a) directly related to an action taken by the Board without a meeting pursuant to CRS § 7-128-202, or (b) directly related to an action taken by the Board without a meeting pursuant to the Association's Bylaws;
 - 5.3.5 The names of owners in a form that permits preparation of a list of names of all owners and the physical mailing addresses at which the Association communicates with them, showing the number of votes each owner is entitled to vote;
 - 5.3.6 Its current Declaration, Covenants, Articles of Incorporation, Bylaws, Rules and Regulations, Responsible Governance Policies adopted pursuant to CRS § 38-33.3-209.5, and other policies adopted by the Board;

5.3.7 Financial statements as described in CRS § 7-136-106 for the past three years and tax returns of the Association for the past seven years, to the extent available;

5.3.8 A list of the names, electronic mail addresses, and physical mailing addresses of its current Board members and officers;

5.3.9 Its most recent annual report delivered to the Secretary of State, if any;

5.3.10 Financial records sufficiently detailed to enable the Association to comply with CRS § 38-33.3-316(8) concerning statements of unpaid assessments, to be sent by certified mail, return receipt requested, so they are received by requesting party within 14 days of Association's receipt of request;

5.3.11 The Association's most recent reserve study, if any;

5.3.12 Current written contracts to which the Association is a party and contracts for work performed for the Association within the immediately preceding two years;

5.3.13 Records of the Board or Committee actions to approve or deny any requests for design or architectural approval from owners;

5.3.14 Ballots, proxies, and other records related to voting by owners for one year after the election, action, or vote to which they relate;

5.3.15 Resolutions adopted by its Board relating to the characteristics, qualifications, rights, limitations, and obligations of members or any class or category of members; and

5.3.16 All written communications within the past three years to all owners generally as owners.

5.4 An owner or owner's authorized agent may inspect and copy Association records during normal business hours if the owner or authorized agent has submitted a written request, describing with reasonable particularity the records sought, at least 10 days prior to the inspection or production of documents. The Association's "Request to Inspect Records" form is attached to and made a part

of this Rule. The Association may not condition the production of records upon the statement of a proper purpose.

5.5 Notwithstanding the Rule above, a membership list or any part thereof may not be obtained or used by any person for any purpose unrelated to an owner's interest as an owner without the consent of the Board. Without limiting the generality of this Rule, without the consent of the Board, a membership list or any part thereof may not be:

5.5.1 Used to solicit money or property unless such money or property will be used solely to solicit the votes of owners in an election to held by the Association;

5.5.2 Used for any commercial purpose; or

5.5.3 Sold to or purchased by any person.

5.6 Records maintained by the Association **may be withheld from inspection** and copying to the extent that they are or concern:

5.6.1 Architectural drawings, plans, and designs, unless released upon written consent of the legal owner of the drawings, plans, or designs;

5.6.2 Contracts, leases, bids, or records related to transactions to purchase or provide goods or services that are currently in negotiation;

5.6.3 Communications with legal counsel that are otherwise protected by the attorney-client privilege or the attorney work product doctrine;

5.6.4 Disclosure of information in violation of law;

5.6.5 Records of an executive session of the board; or

5.6.6 Individual units other than those of the requesting owner.

5.7 Records maintained by the Association are **not subject to inspection and copying, and must be withheld**, to the extent that they are or concern:

5.7.1 Personnel, salary, or medical records relating to specific individuals; or

5.7.2 Personal identification and account information of members, including bank account information, telephone numbers, electronic mail addresses, driver's license numbers, and social security numbers.

- 5.8 The Association will impose a reasonable charge, which may be collected in advance and will cover costs of labor and material, for copies of Association records. The charge may not exceed the estimated cost of production and reproduction of the records.
- 5.9 A right to copy records under this Rule includes the right to receive copies by photocopying or other means, including the receipt of copies through an electronic transmission if available, upon request of an owner.
- 5.10 The Association is not obligated to compile or synthesize information.
- 5.11 Association records and the information contained within those records shall not be used for commercial purposes.
- 5.12 Upon request, the selling unit owner shall either provide to the buyer or authorize the Association to provide to the buyer, upon payment of the Association's usual charge pursuant to the Rule above, all the common interest community's governing documents and financial documents, as listed in the most recent version of the contract to buy and sell real estate promulgated by the real estate commission as of the date of the contract.
- 5.13 Audits or reviews of the books and records of Association shall be done at the discretion of the Board or upon owner request as follows:
- 5.13.1 An audit is required only if the Association has annual revenues or expenditures of at least \$250,000 and owners of at least one-third of the units represented by the Association request an audit.
- 5.13.2 A review is required only when requested by the owners of at least one-third of the units represented by the Association.
- 5.13.3 Copies of audits or reviews shall be available on request to any owner 30 days after completion.
- 5.14 Within 90 days after the change of any of the following, the Association will give written notice to the owners of the following items by first class mail, personal delivery, a binder at the principal place of business, or on the Association's website:

- 5.14.1 Names of the Association and the common interest community
 - 5.14.2 Name and address of management company, if any
 - 5.14.3 Physical address and phone number for the Association and the designated agent or management company
 - 5.14.4 Date of recording of the Declaration and recording information
- 5.15 Within 90 days after the end of each fiscal year, the Association will make the following information available to owners by first class mail, personal delivery, a binder at the principal place of business, or posting on the Association's website:
- 5.15.1 Date the Association's fiscal year begins
 - 5.15.2 Operating budget for the current year
 - 5.15.3 List of current regular and special assessments, by unit type
 - 5.15.4 Annual financial statements, including reserves
 - 5.15.5 Results of most recent audit or review
 - 5.15.6 List of all Association insurance policies (property, general liability, director and officer liability, fidelity), including companies, policy limits and deductibles, additional insureds, and expiration dates
 - 5.15.7 Association's bylaws, articles, and rules and regulations
 - 5.15.8 Minutes of board and member meetings for prior fiscal year
 - 5.15.9 Association's "Responsible Governance Policies" (contained in bylaws, rules, and policies)
- 5.16 The Association encourages education on good governance for the members of the Board. Upon submission prior to the seminar or course, the Board may approve payment of expenses for education for individual members of the Board if the education is directly related to good Association operations within the common interest community.

Effective July 12, 2013

REQUEST TO INSPECT RECORDS

[Revised December 2012]

This written request is pursuant to the Rule or Policy on Records Inspection of The Ski Tip Ranch Condominium Association, Inc.

To: The Ski Tip Ranch Condominium Association, Inc., c/o _____ Management

Address: _____

Email: _____

Date of this Request: _____, 20__

Date you or your agent intends to inspect the records (Must be at least 10 days after date of request): _____, 20__

Person(s) requesting Inspection of the Association's records: _____

Person(s) who will be present for the review of the Association's records: _____

Please note that all actual costs of inspection and any authorized copies must be paid in advance by the person requesting them.

State with particularity the records requested for inspection. Please include type and date(s) of record(s), those records for which you request a copy, and any specifics that will identify the information you seek to review. If necessary, use additional sheets.

<u>Record</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____

Request by: _____

Signature

Address: _____

Phone: _____ Email: _____

6. Health, Safety & Quiet Enjoyment

- 6.1 No loud or objectionable noise, obnoxious odor, or bright light shall be permitted to emanate from any Unit which may be a nuisance to the Owner(s) or Occupant(s) of any other Unit.
- 6.2 No fireworks of any kind shall be carried, stored, displayed, exploded, set-off or used on, within, or over Ski Tip property.
- 6.3 No fire hazard, unsightly object or nuisance shall be placed, erected, constructed or permitted within or on the Ski Tip property, nor shall any Owner or Occupant endanger the health or safety of any person or interfere with the peaceful possession and quiet enjoyment of any other Unit Owner or Occupant.
- 6.4 Dumpster sites are provided for the disposal of normal household waste. Use of the dumpsters for the disposal of bulky, hazardous or toxic materials, including, but not limited to, construction debris, paint, flammable liquids, furniture appliances, carpet, carpet pad and tires is prohibited. All trash shall be placed completely within the trash dumpsters provided on the Property, and the dumpsters thereafter shall be closed to prevent animal intrusion.
- 6.5 Waste not suitable for dumpster disposal, accumulations of refuse and other unsightly objects or materials shall not be placed, kept, or allowed to remain within the Ski Tip property and shall be removed expeditiously at the Owner's expense.
- 6.6 Electric, propane, or natural gas grills are permitted. No open fires are permitted. Charcoal grills are not allowed to be kept on decks or patios and are not authorized for use at any time within the Ski Tip property.
- 6.7 Hunting and use of firearms on the Property is prohibited.
- 6.8 Except as may be approved in writing by the Association, nothing shall be done or dept at the Property that may result in the cancellation of any insurance maintained by the Association or may result in an increase in the rates of any such insurance.

Effective July 12, 2013

7. Insurance, Claims, Adjustment, and Deductible Procedures

The following Rule was adopted by the Executive Board ("Board") of The Ski Tip Ranch Condominium Association, Inc. ("Association") pursuant to Colorado law.

This Rule supersedes any Owner-Initiated Insurance Claim Procedures previously adopted by the Association.

RECITALS:

- A. Article XII of the Declaration of Covenants, Conditions and Restrictions for The Ski Tip Condominium ("Declaration") requires that the Association maintain certain policies of insurance.
- B. Section 12.02(a) of the Declaration provides the Association shall obtain and maintain casualty insurance. The casualty insurance shall insure the entire condominium project and any property, the nature of which is a Common Element together with all service equipment contained therein.
- C. Section 12.01(c) of the Declaration states that Owners shall carry other casualty insurance that they desire for their benefit and at their expense for Improvements located in or forming a part of their Units, and for any fixtures, furnishings, and equipment, other than fixtures and equipment that are part of the Common Elements, located within their Units.
- D. Colorado Revised Statutes ("C.R.S.") § 38-33.3-313(6) allows an association to adopt and establish written nondiscriminatory policies and procedures relating to the submittal of claims, responsibility for deductibles, and other matters of claim adjustment. To the extent the Association settles claims for damages to real property, it shall have the authority to assess all deductibles paid by the Association to negligent Unit Owners causing such loss.
- E. Pursuant to C.R.S. § 10-4-110.8(5), an Owner must meet certain conditions before filing a claim against the Association's insurance policy.
- F. For the benefit and protection of the Association and its Members, the Board deems it desirable to establish and operate under the following procedures to: (1) allow the Association to assess the applicable deductible to the Unit Owners responsible for the injury or damage, (2) assess and manage its risk, (3) ensure that only valid claims are submitted, and (4) verify that each claim is accompanied by all necessary information.

THEREFORE, THE FOLLOWING RULE IS ADOPTED:

7.1 The Association shall maintain an "Inclusive" insurance policy on the Residential Units, Common Elements, and Limited Common Elements of the Condominium. This policy shall cover the cost to rebuild the Residential Units, Common Elements, and Limited Common Elements to current standards, including interior finishing.

7.2 The Association is not required to nor does the Association maintain property insurance (casualty insurance) to cover damage or loss to any improvements, fixtures, decorating, furniture, furnishings, appliances, or other personal property supplied,

installed, or stored by the Owners within the Unit. The Association strongly recommends that Owners obtain and maintain casualty insurance to cover those items that the Association does not cover. Owners shall be responsible for their own interior insurance policies to cover personal belongings, furniture, and any upgrades they choose to make to the standard fixtures, materials, and appliances. Owners' policies shall be "bare wall."

7.3 To the extent the Association settles a claim for damage to real property, the Board, after providing the Unit Owner with notice and an opportunity to be heard, may assess the applicable deductible to that Unit Owner provided there is evidence to support that the damage was attributable to the actions or omissions of that Unit Owner, its family, invitee, guest, tenant, or other permitted resident or visitor.

7.4 The notice and opportunity to be heard as required above shall be consistent with the notice and hearing procedures outlined in the Association's Rule on Enforcement.

7.5 Any deductible assessed to a Unit Owner shall be collectible in the same manner as the common expense or default assessments.

7.6 The procedures below shall apply to all Owner-initiated insurance claims against the insurance policy maintained by the Association, and must be followed by the Owner before a claim can be filed.

7.6(a) The Owner must provide written notice to the Association, in care of the Association's Managing Agent, or the Association's Registered Agent, as reflected in the records of the Colorado Secretary of State, within 10 days of any incident where the Owner wishes to file a claim against the Association's insurance policy.

7.6(b) The notice must describe in reasonable detail the incident and the initial information regarding the scope and extent of any damage, as well as the cause of any damage, and shall also include the following:

1. Owner's address, phone number, and the address of the Unit where the incident occurred, if different from the Owner's address;
2. The time, location, and events surrounding the incident, in reasonable detail;
3. The names and addresses of the injured, if applicable; and
4. The names and addresses of any and all witnesses.

7.6(c) The Association will respond in writing to the Unit Owner within 15 days after the date the notice is received by the Association.

7.6(d) The Association's response may be contingent on the Association's insurance agent or adjustor having a reasonable opportunity to inspect the damage and the subject matter of the claim. Any such inspection shall be completed within 30 days of the Association's written response.

7.6(e) Should the Board determine that the subject matter of the claim falls within the Association's insurance responsibility, the Board shall submit the claim to the Association's insurance carrier on behalf of the Owner, in compliance with the requirements of such insurance policy.

7.6(f) If the Association's insurance agent or adjustor, after the inspection of the damage and the probable cause of the damage determines that the subject matter of the claim falls outside the Association's insurance responsibilities, no claim may be filed against the Association's policy.

7.6(g) The Unit Owner or the Board may at any time request clarification of coverage from the Association's insurance carrier. The Association's insurance carrier, when determining premiums to be charged to the Association, shall not take into account any request by a Unit Owner or the Board for a clarification of coverage.

In the event a court of competent jurisdiction finds a provision of this Rule on Insurance Claim, Adjustment, and Deductible Procedures void or otherwise unenforceable, all other provisions of this Rule shall remain in full effect as written.

Effective: July 12, 2013

8. Exterior Appearance

8.1 Except for the items set forth in 8.2, below, no item of any kind, including, but not limited to, charcoal barbeque grills, skis, bicycles, skateboards, rugs, furniture, trash, construction equipment, ladders, hoses, snow blowers, lawnmowers, and other lawn and garden equipment, shall be kept or stored on or under balconies, porches, decks, or any other location visible from outside the Unit.

8.2 Gas and electric barbeque grills, outdoor (“patio”) furniture, bird feeders, and decorative items compatible with the design and style of the Ski Tip property buildings project may be placed and kept outside the Unit on patios and decks.

8.3 No clothing, swimsuits, towels, laundry or unsightly items shall be placed, hung, or kept on balconies, porches, decks, railings or any other location visible from outside the Unit, and clotheslines are not permitted to be erected for outdoor use except on a temporary usage basis.

8.4 Sheets, blankets, bedspreads, towels, and similar materials shall not be used for window coverings. Window coverings shall be maintained in good repair and present a color of white, off-white, greens, browns, or natural wood when closed and viewed from outside the Unit.

8.5 Garage doors shall be maintained in good mechanical repair and remain closed except when vehicles are entering or exiting a Unit’s garage or for short periods of time in connection with nearby outdoor activities.

8.6 No exterior television or radio antenna or satellite dish shall be placed, erected, constructed, or maintained within the Ski Tip property without the prior approval of the Executive Board and as permitted by law.

8.7 No sign, billboard, poster board, or advertising structure of any kind, including signs for the sale, rental, or leasing of any Unit, shall be placed, erected, displayed, or maintained anywhere within the Ski Tip property, including on the balconies, porches, decks, windows, and exterior walls of individual Units except as permitted by law.

8.8 No plantings or landscaping alterations nor any exterior modification of any kind, including, but not limited to an enclosure, structure, outbuilding, or facility of any kind, including, but not limited to, fences, barriers, animal pens, posts, poles, clotheslines, mailboxes, ditches, trenches, driveways, walkways, stairs, playhouses, and sheds, shall be placed, erected, constructed, or maintained by any Owner or Occupant within the Ski Tip property except as submitted to the design review process and approved by the Executive Board.

8.9 Owners installing plants at their expense shall maintain the plants at their expense, including any necessary watering for one year. After one year all living plants become part of the Common Elements and belong to the Association. For one year after planting, Owners shall be responsible for removing all dead plants at their expense.

8.10 Decks should be constructed of wood, preferably pressure treated, and must be stained in brown or green all as more specifically defined on the current deck criteria posted on the Association website. Construction of decks is at the expense of Unit Owners but once built and installed, decks become part of the Common Elements and shall be maintained by the Association. Should a Unit Owner wish to construct a metal patio or deck, prior to construction of the proposed deck, as with all other exterior construction, the owner must submit the proposed plan to the Design Review Committee for approval which will be granted in the sole discretion of such committee if the design and materials fit within the design esthetic of the Ski Tip property and buildings, and comply with Ski Tip Ranch Deck Approval Criteria as published or posted on the Association website.

8.11 Should a Unit Owner wish to install an outside personal hot tub, prior to construction, as with all other exterior construction, the Owner must submit the proposed plan for the hot tub to the Design Review Committee for approval which will be granted in the sole discretion of such committee if the design and materials fit within the design esthetic of the Ski Tip property and buildings, and comply with current Ski Tip Ranch Hot Tub Approval Criteria as published or posted on the Association website. Specifically, the approval shall be granted only after execution and acknowledgment by the record owners of their indemnification of the Association that will encumber the unit and will be recorded in the county real estate records.

8.12 Furniture on patios and decks on a permanent basis shall be of sturdy, natural design, color, and construction. Covers for furniture shall be of similar colors as that provided for the furniture, shall be capable of being secured in such a way that they do not blow off.

8.13 Screen doors for the main entrance to the Unit or for access to patios and decks shall be retractable and of natural colors – green or brown.

8.14 No tree, shrub, bush, other vegetation, or landscaping element shall be cut, trimmed, pruned, removed, relocated or otherwise disturbed, nor shall any surface contour be graded, regarded, altered, or otherwise disturbed, without submission to the Design Review Committee and the prior approval of the Executive Board.

8.15 The Design Review Committee is an entity of the Keystone Neighbourhood Company designated for review of architectural matters of design and construction of improvements and alterations of major construction of such things as Patios and Decks. The Executive Board has appointed its own separate Design Review Committee for matters of landscaping an exterior appearance of furniture and window dressings and coverings. The Keystone Neighbourhood Company should be contacted for patio, deck, and other construction projects requiring a building permit. Wildernest should be contacted in connection with approval for Ski Tip Association needed approval matters.

Effective July 12, 2013

9. Structural Alterations

- 9.1 No structural alteration to any Common Element or Unit, including, but not limited to, the removal or relocation of any interior wall or the construction, reconstruction, replacement, removal, or addition of any skylight, window, door, wall, deck, railing, air conditioning, or heating unit, hot tub, awning, or light fixture visible from outside the Unit may be made without the prior approval of the Executive Board, except that windows, exterior doors, railings, and light fixtures may be replaced with identical or substantially similar items without prior approval.
- 9.2 Any Owner desiring to make any alteration shall submit plans and specifications to the Executive Board showing the nature, kind, shape, height, materials, and location of the proposed alteration(s) in sufficient detail so that the Executive Board may make an informed decision. Any reasonable costs incurred by the Executive Board in making such decision shall be assessed to the applicant.
- 9.3 Tradespeople, works, or contractors hired to perform work within the Ski Tip property, including individual Units, shall be licensed and insured pursuant to Summit County building codes and other applicable regulations.
- 9.4 All work shall be performed in accordance with applicable Summit County building codes.
- 9.5 All construction debris shall be removed from the Ski Tip property and individual units at the Unit Owner's expense and on a regular basis during and construction project. All construction debris shall not be deposited in the Ski Tip property dumpsters.
- 9.6 Construction projects may only be conducted during the hours of 7:00 a.m. to 7:00 p.m. daily.
- 9.7 Decks should be constructed of pressure treated wood and must be stained to coincide with the stains used by the Association on all decks. Construction of decks is at the expense of Unit Owners but once built and installed become part of the Common Elements under the authority of the Association. Should a Unit Owner wish to construct a patio or deck, it must, as with all other exterior construction, be submitted to the Design Review Committee for approval which will be granted in the discretion of

such committee if the design and materials fit within the design aesthetic of the Ski Tip property and buildings.

- 9.8 The following policy shall be followed for Ski Tip Ranch Owners¹ or their agents who wish to remodel their Unit in such a manner that the interior walls that define the intersection of the Unit and its Limited Common Elements are moved. Modifications to the exterior are not permitted by this policy.

9.8.1 The policy is intended to:

9.8.1.(a) Ensure that the CC&R intent is followed,

9.8.1.(b) Make no changes to the liability incurred by the Ski Tip Homeowners Association, and

9.8.1.(c) Protect the rights of neighbors who may be affected by the proposed remodeling.

9.8.2 Interior Remodeling Approval Policy.

The proposed remodeling plan must be submitted to the Board of Directors of the Ski Tip Ranch Condominium Association, Inc. The plan must include:

9.8.2.(a) Architectural drawings,

9.8.2.(b) Approval by a professional engineering firm, licensed in Colorado, of any structural changes proposed by the remodeling,

9.8.2.(c) Approval by a fire protection consultant, licensed in Colorado, stating that the proposed remodeling does not alter the original fire suppression coverage of the Unit, and

9.8.2.(d) Written approval by adjacent neighbors that they consent to the remodeling,

¹ Capitalized items are defined in the Declaration of Covenants, Conditions and Restrictions (CC&Rs) for The Ski Tip Ranch Condominium.

- 9.8.2.(e) An insurance binder by proposed contractor, insuring the value of the building in which the Unit is located, for the duration of the construction.
- 9.8.3 The Board shall either approve or deny the submission within 60 days of receipt. If denied, the Board of Directors shall state the reason for denial. If denied, the Owner may modify the plan and resubmit it.
- 9.8.4 The remodeling plan shall then be submitted to the County to obtain a building permit. If the County makes substantial changes to the plan, the revised plan shall then be resubmitted to the Board of Directors for final pre-construction approval.
- 9.8.5 Construction shall be performed by licensed contractors.
- 9.8.6 When construction is complete, it shall be inspected by County inspectors. A copy of the final approved inspection report shall be furnished to the Board of Directors.
- 9.8.7 Plans, communications, and inspection results shall be kept in the records of the Association.

Effective July 12, 2013

10. Animals

- 10.1 No animal of any kind shall be raised, bred, or kept within the Ski Tip Property, except that dogs and cats may be kept by the Owner in combination not to exceed two in number. In addition, small caged birds such as canaries and parakeets and small pet fish such as goldfish and tropical fish may be kept by the Owner. No other animal may be kept without the prior approval of the Executive Board. Animals may not be kept by Owner's Guests.
- 10.2 All dogs over the age of three months shall have a valid license from the location of permanent residence of the animal and from Summit County if the animal is to be permanently housed in Unit.
- 10.3 All dogs when outside shall be on a leash. Dogs may be tethered outside, but only at the rear of the Unit occupied by the dog's Owner on a tether not to exceed 15 feet in length. One end of the tether must be secured not more than 12 inches from the Unit's foundation; the other end shall not be secured.
- 10.4 Pets shall not be allowed to endanger the health or safety of any person or animal, nor shall they be allowed to annoy any Owner or Occupant, or disturb the peace of any other person by habitual barking, howling, yelping, or whining, or by being obnoxious in any other way.
- 10.5 Pet Owners must clean up after their pet(s) and dispose of the feces in a sanitary manner.
- 10.6 Damage to any landscaping, Common Element, or Unit caused by any pet shall be repaired at the pet Owner's expense.

Effective July 12, 2013

11. Vehicles & Parking

- 11.1 Parking in the Ski Tip property is limited by covenant. Outdoor parking is limited to not more than one vehicle per Unit except during any daily period during which a Unit is entertaining non-resident Guests of the unit. The primary parking space for the exclusive use of each Unit is in the Unit's garage.
- 11.2 Parking is prohibited in front of any garage and around the landscaping area in the center of each building, if the effect of such is to block access to another Unit's garage or to block access to fire spigots. Parking is prohibited in front of all garages except for Units 8704 and 8719 where such parking does not block access to other garages or fire spigots.
- 11.3 Outdoor parking of motor homes, vehicles with tandem axles, trailers of all types, boats, snowmobiles, ATVs, or any similar vehicle is prohibited. Emergency vehicles may be parked in compliance with laws.
- 11.4 When motor homes and other vehicles with tandem axles are used as the only means of transportation, they may be permitted in the outdoor parking areas adjacent to the Unit provided they meet all other criteria of these Rules and Regulations, are not being lived in, are parked in the outdoor parking spaces adjacent to a Unit occupied by the motor home Owner or operator, and do not obstruct the normal flow of traffic or access to other parking spaces; however, in no case shall motor home parking exceed seven consecutive days. Motor homes may also be parked in the parking spaces on the North side of Alhambra Drive across from the Ski Tip Lodge so long as they are parked straight in and do not stick so far out into Alhambra as to be a hazard to normal driving or otherwise constitute an obstruction to normal flow of traffic.
- 11.5 Trailers, boats, snowmobiles, ATVs and similar vehicles may be permitted in the outdoor parking area adjacent to a Unit when used in conjunction with Unit occupancy provided they meet all other criteria of these Rules and Regulations, are parked in the outdoor parking space adjacent to the Unit occupied by the such vehicle Owner or operator, and do not obstruct the normal flow of traffic or access to other parking spaces; however, in no case shall trailer parking exceed seven consecutive days.
- 11.6 The parking or operation of motorized vehicles in or on landscaped areas is prohibited.
- 11.7 No motor vehicle shall be constructed, repaired or serviced at the Property.

11.8 The following vehicles may be towed away immediately at the vehicle owner's expense:

11.8.1 Vehicles that are inoperative or not properly licensed.

11.8.2 Vehicles obstructing traffic, snow removal or trash collection.

11.8.3 Vehicles obstructing access to another Unit's parking spaces.

11.8.4 Vehicles parked in posted "No Parking" zones and by fire hydrants or spigots.

11.8.5 Vehicles parked in the lane adjacent to the landscaped circle.

11.8.6 Vehicles parked in landscaped areas.

11.9 Vehicles parked in one spot for 120 hours may be tagged. If not moved within seven days after being tagged, the vehicle will be presumed to be abandoned and may be towed away at the vehicle owner's expense.

11.10 Any member of the Executive Board or the Property Manager acting in its capacity as such shall have the authority to redirect or restrict the parking of any vehicle to facilitate traffic flow, parking access, snow removal, or trash collection.

Effective July 12, 2013

12. **Lodge Unit Charges**

- 12.1 The Lodge Unit shall pay its proportional cost of the spa and tennis courts Common Elements. The Lodge Unit shall not pay any other costs of the Association. The annual budget for supporting the spa and tennis courts shall be allocated to the Residential Units and to the Lodge Unit by the following formula:

Each Residential Unit's share shall be = 1/51 of the total cost
The Lodge Unit's share shall be = 1/51 of the total cost

- 12.2 The annual budget for all costs other than those which support the spa and tennis courts shall be allocated to the Residential Units only by the following formula:

Each Unit's share shall be = 1/50 of the total cost

Effective July 12, 2013

13. **Enforcement & Penalties; Resolution of Disputes**

- 13.1 Owners shall be responsible to inform Occupants, tradespeople, contractors and workers of the contents of these Rules and Regulations.
- 13.2 Situations not covered by these Rules and Regulations shall be resolved by the Executive Board in its sole discretion.
- 13.3 Violations of these Rules and Regulations or the provisions of any other of the Governing Documents shall subject the Owner to the following potential penalties at the discretion of the Executive Board after notice to the Owner and the opportunity to be heard:
- 13.3.1 Initial Violation: A warning notice to have a violation corrected within 10 calendar days and/or a fine of up to \$50 per day.
 - 13.3.2 Continuing Violations: A warning notice and/or a fine of up to \$100 per day for a continuing violation beyond 10 calendar days after the issuing of the original 10-calendar day notice.
 - 13.3.3 Subsequent Violations of Same Nature – A new violation subsequent to an initial violation after such has been cured may be deemed to be a continuing violation subject to a warning and/or \$100 per day fine as of and from the first day of the new violation.
- 13.4 Remediation: At any time after 10 days after the issuance of a warning notice the Executive Board may enter the Unit subject to the issuance of such warning notice or the common property surrounding the Unit to cure such violation unless the violation creates a hazard which in the discretionary opinion of the Executive Board (which shall include the Property Manager acting in its discretion as the agent for the Association) needs immediate remediation in which entry and remediation may occur without notice. The Association may recover any expenses incurred by the Association in remedying or curing the effects of the violation.
- 13.5 An Owner notified of a violation shall have 30 days from the postmark date of any notification to file a written request and shall have the right to appear in person, by representative, or written response for hearing at the next Executive Board meeting.
- 13.6 The decision of the Executive Board shall be final. All fees, charges, and penalties imposed by the Executive Board and costs incurred by Association in

enforcing these Rules and Regulations and the other Governing Documents shall be considered assessments enforceable against Units and Owners.

- 13.7 The Executive Board shall have the authority to take any additional remedial action it deems appropriate, including, but not limited to, the filing of a lien, the filing of an action for injunctive relief or money judgment, or both, or the filing of a suit for unlawful detainer.
- 13.8 In the event that a dispute arises as to whether the Rules and Regulations have been violated or in the case of any other matter, except for enforcement of delinquencies in payment of dues and assessments, between an owner and the Association such dispute or disagreement shall be resolved through the use of alternate dispute resolution mechanisms. If a matter or dispute has not been resolved through discussions and meetings between the Owner and the Association, it shall initially be submitted to mediation with a mutually satisfactory mediator. If a mediator is unable to satisfactorily resolve the matter, it shall be resolved in a Court in Summit County, Colorado.

Effective July 12, 2013

14. Further Explanation of Governing Documents

- 14.1 The Association shall be diligent in the enforcement of the governing documents consisting of the Declaration, articles of incorporation, bylaws, and rules. Some formal resolutions of the Board and resolutions of the members, maintained in the minutes of the Association, may be considered governing documents. As stated in the governing documents, reasonable enforcement is intended to maintain the values of all the units in the community and to make the community a desirable place to live. The objective of the Association is to be fair, firm, and consistent in its enforcement.
- 14.2 Regardless of the language of the governing documents, Colorado Revised Statutes, Section 38-33.3-101, *et seq*, the Colorado Common Interest Ownership Act (“CCIOA”) states to the following effect and the governing documents are superseded by the following:
- 14.2.1 Owner(s) and occupant(s) may display on their property, in their windows, or on the balconies adjoining their units American flags of no larger than 4 feet by 6 feet and install flagpoles of no greater height than 12 feet.
- 14.2.2 Owner(s) and occupant(s) may display on the inside the unit’s window or door a service flag (sometimes called blue star or gold star banner) of no more than 20 inches by 30 inches indicating the military service of a member of the owner’s or occupant’s immediate family during a time of war or armed conflict.
- 14.2.3 Owner(s) or occupant(s) may display one political sign on the owner’s sole property or in the unit’s window for each contested election and ballot issue from 45 days before through 7 days after election up to the size and number of signs allowed by the local municipal or county ordinance. If there is no such ordinance, each sign shall be no larger than 36 inches by 48 inches.
- 14.2.4 An occupant who is bona fide member of a volunteer fire department, and an occupant who is employed by a primary provider of emergency fire fighting, law enforcement, ambulance, or emergency medical services, may park an emergency vehicle bearing an official emblem and weighing less than 10,000 pounds on the common interest community when it does not bar emergency access or other owners’ reasonable use of streets, driveways, or guest parking spaces.

- 14.3 In the normal course of the Association's business, the Board will supervise those acting on behalf of the Association to communicate with the owners so that owners are aware of their responsibilities and the standards of behavior in the community. The communication will reasonably use such means as the Association's website (if in existence), newsletters, correspondence, email broadcast messages, and postings in areas of the community frequented by the owners to advise owners of agenda items in regular and special Board meetings. The Association will encourage any continuing developer, real estate agents, and title insurance companies to provide full packages of applicable governing documents to all new owners in the community.
- 14.4 If an owner or occupant of the community allegedly violates any of the governing documents (other than the requirement to pay assessments), the Association will promptly give notice to the owner (and occupant, if a different person) of the apparent violation and request prompt compliance in accordance with Rule 13.

Effective July 12, 2013

15. Procedures for Adopting and Amending Rules

- 15.1 After due consideration, the Board will draft or cause to be drafted proposed rules and/or amendments of rules ("proposed rules") for the Board's proposed rulemaking.
- 15.2 The Board will act upon the proposed rules upon proper motion, second, and discussion by the Board members only (and any others only as specifically requested by the Board) and will adopt, reject, amend, or otherwise act upon the proposed rules by majority vote of the Board.
- 15.3 Upon adoption of the final rules, as the rules may be amended by the Board, the Board shall mail by regular first class mail or hand deliver the rules as adopted to the owners at their addresses of record with the Association.
- 15.4 The rules will be numbered and will show the date on which each rule shall be effective.
- 15.5 The Association shall maintain the current, effective rules in an orderly manner so that owners and Board members may readily access the rules.

Effective July 12, 2013

16. Assessment Collection

- 16.1 Monthly assessments (sometimes called dues or maintenance fees) are due and payable the first day of the month (the due date), are delinquent if not paid on the due date, and incur a late charge and bear interest from the date of delinquency if not paid on or before 30 days after the due date.
- 16.2 Special assessments are due on the date or dates specified in the special assessment.
- 16.3 The owner shall pay a one-time late charge of \$20.00 on each late monthly payment or late special assessment payment.
- 16.4 In addition, the owner shall pay interest on each assessment after the due date of that assessment at the rate of 18 percent per annum.
- 16.5 When delinquency exceeds 30 days, the Association or the Manager will send a **reminder** to the owner that the assessment payment is delinquent, the owner has incurred a late charge, interest is accruing, and the owner must immediately pay the assessment, plus late charge, plus interest.
- 16.6 When delinquency exceeds 60 days, the Association or the Manager will disconnect Cable TV service to the Unit and send the **first warning notice** to owner, stating the late charge(s) and interest, and stating that owner must pay the account current on or before the end of the month of the date on the first warning notice, OR enter into a written payment plan acceptable to the Association, OR the Association will take further collection action.
- 16.7 When delinquency exceeds 90 days, the Association or the Manager will send **final warning notice**. The owner must pay the account current by paying all delinquent assessments, late charges, interest, and costs of collection on or before the end of the month of the date of the final warning notice, OR enter into a written payment plan acceptable to the Association, OR a notice of lien shall be recorded against the Unit and the account will be turned over to the Association's legal counsel for collection.
- 16.8 From the time the owner's **account is turned over to legal counsel**, the owner must communicate only with the law firm to pay or settle the account. The owner must pay all late charges, interest, costs of collection, and legal fees incurred by the Association.

16.9 An owner's payment of less than the full amount owed to the Association at any time shall be applied to pay the following (if applicable) in the order listed, from the oldest to most recent in each category:

- 2.9(a) Attorney fees and legal costs
- 2.9(b) Association costs and expenses
- 2.9(c) Late charges
- 2.9(d) Interest
- 2.9(e) Fines (if applicable)
- 2.9(f) Utilities, storage (if applicable)
- 2.9(g) Assessments

16.10 In the normal course of business, the Association will reject any check containing a restrictive endorsement or a request that the payment be applied other than in accordance with this Rule.

16.11 At any time the payment of assessments is delinquent, the Association may, in its sole discretion, discontinue the above collection procedure and proceed directly to court action to protect the interest of the Association.

Effective July 12, 2013

17. Reserve Study, Funding Plan, and Sources of Funding

As reasonably determined from time to time, the Association may prepare or have prepared a competent reserve study to show the required reserve funds for the portions of the community maintained, repaired, replaced, and improved by the Association. This may include such items as painting, repair of exterior surfaces, walls, gutters and downspouts, roofs, doors, windows, walks, parking areas, storage areas, drives, patios, porches, steps, concrete and asphalt, utilities, plumbing, wiring, and other substantial improvements to the identified portions. An internally conducted reserve study shall be sufficient. If a reserve study is prepared, it shall state whether there is a funding plan, projected sources of funding, and whether the reserve study is based on a physical analysis and financial analysis.

Effective July 12, 2013

18. Investment of Reserve Funds

- 18.1 The officers, Board members, managing agent, attorney, and accountant employed by the Association will be subject to the standards of conduct set forth in C.R.S. § 7-128-401 regarding the investment of reserve funds. Reserve funds shall be invested in one or more accounts separate from the general operating account of the Association. Further, the reserve funds shall be invested in conservative accounts with a small possibility of loss to the Association. The majority of the reserve funds shall be deposited in accounts and amounts that are fully insured against loss by an agency of the U.S. government.
- 18.2 Any and all persons who have access to the reserve funds shall have fidelity insurance covering the Association against dishonesty of such persons in the full amount of the funds in those accounts.

Effective July 12, 2013

19. ANNUAL BOILER INSPECTION

RECITALS:

- A. Analysis of heating and hot water systems is a vital part of boiler performance, dependability, efficiency, and longevity.
- B. Annual inspections lower the risk of freezing and leakage that damages the heating and hot water systems and the real and personal property of the owners and the Association.
- C. Damage to the heating and hot water systems poses a safety hazard to residents and property at Ski Tip Ranch.
- D. The Executive Board of the Association ("Board") has considered various preventive measures for health, safety, and property protection.
- E. As part of the Association's overall risk management program, the Association has considered and entered into the Residential Mechanical Service Agreement-2012 with Advanced Building Solutions, ABS Plumbing and Heating.
- F. To give the benefit of the discounted rate for inspection and correction of problems found and to make its policy clear to all owners in the Association, the Board deems it appropriate to adopt a rule.

THEREFORE, the Board of The Ski Tip Ranch Condominium Association, Inc., after due consideration, adopts this Annual Boiler Inspection Rule.

- 19.1 The Association and the Owners will reasonably comply with the Residential Mechanical Service Agreement-2012, a copy of which is attached as Exhibit A and made a part of this Rule by this reference, including the Annual Boiler Inspection Opt-Out Form.
- 19.2 The Board has directed the Association's community association manager, Wildernest Property Management, to publish on an annual basis the Annual Boiler Inspection Policy substantially in the form of the attached Boiler Inspection Memorandum dated July 5, 2012, a copy of which is attached as Exhibit B.
- 19.3 Owners shall comply promptly with all requirements of this Rule.
- 19.4 If an Owner fails to timely comply with the inspection and recharging requirements of the Rule and the specifications of the Exhibits, the Association will authorize its Boiler Inspection contractor to recharge the system at the current rates to be charged to the unit Owner's account as a Default Assessment under Section 7.06 of the Declaration for The Ski Tip Ranch Condominium ("Declaration").
- 19.5 If an Owner opts out of the boiler inspection program arranged by the Association, the Owner shall comply strictly with requirement to provide proof of inspection and glycol installation to Wildernest Property Management by the stated deadline or the Association shall proceed to have its Boiler Inspection

contractor inspect and recharge the system at its current rates to be charged to the unit Owner as a Default Assessment under the Declaration.

Effective July 12, 2013

20. Adoption & Amendment

These Amended and Restated Rules and Regulations were adopted by majority vote of a quorum of the Executive Board on July 12, 2013.

ATTEST:



Secretary