

SNOWDANCE CONDOMINIUM ASSOCIATION, INC. RULES AND REGULATIONS

1. Gas grills only are allowed.
2. Only owners (defined as owner of record) may have pets. Legal owner's pets must be kept under leash at all times while on Association property. Pet droppings on Association property must be cleaned-up by the respective owner.
3. Any common sidewalks, driveways, entrances, halls, stairways, and passageways shall not be obstructed or used by any unit owner or other residents for any other purpose than ingress and egress from the units.
4. Vehicles/Parking
 - A. No vehicle belonging to or under the control of a unit owner or a member of the family or a guest, tenant, lessee, or employee of a unit owner shall be parked in such a manner as to impede or prevent ready access to any entrance to or exit from the building. Vehicles shall be parked within designated parking areas. Any traffic flow markings and signs regulating traffic on the premises shall be strictly observed. Authorized parking permits are required for all vehicles.
 - B. No owner or tenant shall keep or permit to be kept any large and/or unsightly objects of personal property, including, but not limited to, commercial vehicles, and other vehicles other than automobiles, on any of the property of the condominium project without the prior written consent of the Association Managing Agent or the Board of Managers. Boats, trailers and recreational vehicles may not be kept on the property for longer than 14 days. In no case will a motor home or recreational vehicle be occupied while on premises.
 - C. The Board reserves the right to limit the number of vehicles per occupant.
 - D. No owner or resident shall keep or permit to be kept any inoperable, abandoned vehicle (vehicles without tags will be considered abandoned) or vehicles with expired tags on any of the property of the Condominium Association. An abandoned vehicle is any vehicle that has not been moved for seven (7) consecutive days. If an owner has need to leave a vehicle for more than seven (7) days, he/she needs to notify the Association Managing Agent of the reason and duration of time required. No automotive repairs on any vehicle shall be permitted on the Condominium Association property.
 - E. Unauthorized vehicles are subject to removal at the owner's expense.
5. No article shall be placed permanently on or in any of the general common areas except for those articles of personal property which are the common property of all of the unit owners.
6. No work of any kind shall be done upon the exterior building walls or upon the general or limited common areas by any unit owner without prior consent of the Association Managing Agent or the Board of Managers.
7. No owner shall install wiring for electrical installation or for any other purpose, nor shall any television, radio, or citizens' band antenna, machines or air conditioning units be installed on the exterior of the project, including any part of the balcony or that protrude through the walls or the roof of the condominium improvements except as may be expressly authorized by the Board of Managers. Request for installation of satellite dishes must be presented to the Board of Managers in writing and approved prior to installation.
8. Noise/Disturbance
 - A. Owners, their family, their guests; residents, tenants or lessees shall exercise reasonable care to avoid making or permitting to be made loud, disturbing or objectionable noises, and in using or playing or permitting to be used or played musical instruments, radios, phonographs, television sets, amplifiers;

and any other instruments or devices in such a manner as may disturb the other owners or occupants of other units.

B. Quiet hours are from 10 PM to 8 AM.

9. Disposition of garbage and trash shall be only by the use of garbage disposal units or by use of common trash and garbage facilities located outside the building.
10. The balconies, decks, or patios shall be used only for the purpose intended and shall not be used for hanging garments or other articles or for cleaning rugs, household articles, or other items. No rugs or other materials shall be dusted from windows, balconies, decks, or patios by beating or shaking. Storage of personal property shall be governed by the Board.
11. Any damage to the common elements or common personal property caused by an owner or their family member, guest, tenant, lessee or employee shall be repaired at the expense of that unit owner, except as otherwise provided by agreement between Association and Management Company.
12. The Association Managing Agent shall retain a passkey to the front door of each unit. No owner shall alter any front door lock or install a new front door lock on any front door without prior consent, and if such consent is given, the owner shall provide a key for the Association Managing Agent.
13. The Association assumes no liability for any loss or damage to articles stored in common or other storage areas.
14. The Association common property and facilities shall be used only by owners, members of their families and their guests, and by compliant renters who are occupying a Snowdance unit in lieu of owner occupancy.
15. Signs, including "For Sale" and "For Rent" shall not be placed or maintained on Snowdance Condominium Association property or in individual units.
16. Any future facility rules are hereby made a part of the Snowdance Condominium Association, Inc. Rules and Regulations.

The foregoing rules and regulations are subject to amendment and to promulgation of further regulations pursuant to the provisions of the Bylaws.

SNOWDANCE CONDOMINIUM ASSOCIATION, INC.

Approved at 4/07/01 Board Meeting via unanimous vote by Board of Managers

SNOWDANCE CONDOMINIUM ASSOCIATION

RESOLUTION OF HOUSE RULES VIOLATIONS

PREAMBLE

The SNOWDANCE CONDOMINIUM ASSOCIATION shall keep a list of HOUSE RULES, which will be supplement to all rules found in the Articles, By-Laws and Declaration of the SNOWDANCE CONDOMINIUM ASSOCIATION. Copies of the current HOUSE RULES will be sent to ALL OWNERS AND POSTED IN EACH OWNERS UNIT and are on file with the PROPERTY MANAGER. (Columbine Management and Real Estate, A ResortQuest Company, 350 Lake Dillon Drive, PO BOX 2590, Dillon, CO 80435 - 970-468-9137)

ARTICLE I

It is MANDATORY that these HOUSE RULES VIOLATIONS AND HOUSE RULES FOR ALL OWNERS, GUESTS, RENTERS AND TENANTS BE MADE AVAILABLE TO ALL OWNERS. It is the OWNER's responsibility to provide any rental company or guests with these rules.

ARTICLE 2

Any rule change shall be approved by a majority vote of a quorum of BOARD OF MANAGERS, and shall take effect immediately. OWNERS will be notified of such changes. Each OWNER is responsible for knowing the rules. Failure to exercise his responsibility is not a defense to remediation, assessments, and fines or to legal action.

ARTICLE 3

A violation of an article, By-Law, Declaration, or House rule by guests, renters, tenants shall be deemed to be the acts of the OWNER for the purpose of assessment of penalties, for assessing remediation costs or costs of other remedies. If unit has multiple OWNERS, enforcement may be against the property or any one OWNER.

ARTICLE 4

House Rules shall remain in perpetual effect, or until amended or repealed.

ARTICLE 5

VIOLATIONS OF A LOCAL ORDINANCE OR STATE STATUTE MAY BE ENFORCED BY THE LOCALITY WITHOUT REGARD TO ANY REMEDIES PURSUED BY THE SNOWDANCE CONDOMINIUM ASSOCIATION.

ARTICLE 6

Although any OWNER may seek relief from an alleged violation through the courts, the BOARD OF MANAGERS of the SNOWDANCE CONDOMINIUM ASSOCIATION hereby establishes the following procedures for the resolution of alleged violations of noncompliance with the Articles, Declarations, By-Laws or the House Rules by any OWNER, guest, renter or tenant. The procedure for dealing with alleged violations involves three levels to be pursued in the following sequence.

6-1 Informal notification of OWNER, GUEST, RENTER or TENANT by the PROPERTY MANAGER. This may be done by phone, in person or by friendly notice/reminder.

- 6-2 Verbal and written notice to the UNIT OWNER by the PROPERTY MANAGER including a fine, and finally
- 6-3 A formal hearing.

Progression through these stages will be terminated at the stage in progress when the alleged violation is satisfactorily addressed.

ARTICLE 7 - PARKING

It should be noted that if a violation of the parking rules has occurred, and the vehicle operator is either unwilling or unavailable to rectify the situation, that the PROPERTY MANAGER may arrange for the vehicle to be towed by a professional, THE EXPENSE WILL BE BILLED TO THE UNIT OWNER (as specified in the House Rules). This may be done without the Formal Written and Penalty Process described below but repeated parking violations may in addition to towing lead to the process below.

ARTICLE 8 - INFORMAL RESOLUTION OF ALLEGED VIOLATIONS

In the event of an apparent violation of the rules contained in any of these documents mentioned above, the PROPERTY MANAGER should be notified. He/she will request OWNER, guest, renter or tenant to cease, desist or correct any act or omission which appears to be in violation of these rules. This first request may also be done by a friendly reminder in the form of a letter. Prompt correction or adequate explanation of the alleged violation to the satisfaction of the PROPERTY MANAGER will terminate the Rules Resolution Process. The first request should be considered to be a friendly reminder that the occupants of the unit appear to have violated SNOWDANCE CONDOMINIUM ASSOCIATION rules.

ARTICLE 9 - FORMAL WRITTEN NOTICE AND PENALTY ASSESSMENT

- 9-1. If the alleged violation is not corrected, or if it is repeated on another occasion, the PROPERTY MANAGER should be notified. If the PROPERTY MANAGER is satisfied that there is a violation, the PROPERTY MANAGER shall notify the OWNER in person, by telephone and may - but is not required to do so, also notify the guest, renter or tenant responsible for the violation. A written notice of complaint also shall be sent to the OWNER by Certified Mail, return receipt requested. Refused/unclaimed certified mail shall still be deemed necessary notification. The notice shall give details of the alleged violation, including the date the violation was detected and the amount of the assessment, which might be levied if not corrected.
- 9-2. Service on one OWNER shall be service on all OWNERS. Service by mail shall be complete and effective five (5) days after notice is mailed to an OWNER'S last known address (service date). No order, penalty or decision adversely affecting the rights of an OWNER shall be made unless the OWNER was served as provided herein. The OWNER then has the opportunity to be heard as described below. Note that it is not necessary for the OWNER to receive the notice, just that the notice be mailed as stated above. The Board of Managers may rely on the accuracy of the address list of OWNERS kept in the offices of the PROPERTY MANAGER. It is the OWNER'S obligation to keep the PROPERTY MANAGER notified of any change of address. Failure to do so will not affect the validity of service.
- 9-3. If within five (5) days after the service date, the OWNER has not rectified the apparent violation to the satisfaction of the BOARD OF MANAGER'S or PROPERTY MANAGER, or has not requested a hearing, the assessment described in the written complaint is automatically valid.

ARTICLE 10 - HEARING

- 10.1 If the BOARD OF MANAGERS or the PROPERTY MANAGER is notified within five (5) days after the service that the OWNER desires a hearing, the PROPERTY MANAGER will schedule this hearing with at least two (2) members of the BOARD OF MANAGERS or at least one (1) member of the BOARD OF MANAGERS and the PROPERTY MANAGER (the Panel). The OWNER must participate in the hearing and may have witnesses present. This hearing may be conducted in person or by means of a telephone conference, and will normally take place within fourteen (14) days from the service date. Failure of the OWNER to participate in a scheduled hearing will result in a decision against the OWNER.
- 10.2 The Panel may confer with witnesses or other members of the BOARD OF MANAGERS before rendering a decision. A final decision will be made within five (5) days after the hearing, and the OWNER **will** be notified verbally and in writing of the Panel's decision.

ARTICLE 11 - ASSESSMENT OF PENALTIES

11-1. If the hearing is decided against the OWNER, the following schedule of penalties shall stand and the owner will be notified in writing as above.

11-2. The penalty for violating any of the rules shall be:

First offence: \$50.00

Second offence: \$100.00

Three or more offences: \$250.00

If, after the opportunity to be heard, a violation or series of violations or series of violations is deemed to have occurred, the fine(s) shall be assessed from the date of the first violation. Where the violation is a single incident (e.g. loud noise), the above penalties are meant to apply. Where the offense is a continuing one (e.g. an unauthorized pet kept on the premises or an unregistered automobile in the parking area) the penalty may be \$50/day until resolution of the violation. Assessments of penalties may be waived in part or adjusted downward at the exclusive direction of the BOARD OF MANAGERS on a case by case basis. Waiver or adjustments in one case will not set precedent in any other case involving similar circumstances.

11-3. Any fine or penalty assessed as a result of a written notice and the waiving of a formal hearing, or as the result of the Panel's decision following a hearing as aforesaid, if not voluntarily paid to the Snowdance Condominium Association before the next scheduled payment of dues, will be added to the next billing statement and is payable within 30 days thereafter. Any unpaid amount shall be charged against the OWNER'S property and will be collectible as any other debt charged against the property. The interest rate shall be 12%. Nothing herein shall operate to limit the Association's remedies.