

SUMMIT YACHT CLUB ASSOCIATION
RESOLUTION OF HOUSE RULES VIOLATIONS
REVISED 2000

PREAMBLE

The SUMMIT YACHT CLUB 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 SUMMIT YACHT CLUB 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 1

It is MANDATORY that these HOUSE RULES VIOLATIONS AND HOUSE RULES FOR ALL OWNERS, GUESTS, RENTERS AND TENANTS ARE POSTED IN EACH OWNER'S UNIT FOR OWNER, GUESTS, RENTERS, TENANTS, INFORMATION AND COMPLIANCE.

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House Rules shall remain in perpetual effect, or until amended or repealed.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 SUMMIT YACHT CLUB ASSOCIATION.

ARTICLE 6

Although any OWNER may seek relief from an alleged violation through the courts, the BOARD OF MANAGERS of the SUMMIT YACHT CLUB 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 SUMMIT YACHT CLUB 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 Summit Yacht Club 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.

SUMMIT YACHT CLUB ASSOCIATION
HOUSE RULES FOR ALL OWNERS, GUESTS, RENTERS, TENANTS
REVISED 2000

PREAMBLE

Under the By-Laws of the Condominium Association, the Board of Managers is empowered to ESTABLISH AND ENFORCE such reasonable HOUSE RULES as may be necessary for the use and occupancy of the SUMMIT YACHT CLUB. The BOARD OF MANAGERS adopted these revised rules in September 2000. The BOARD requests cooperation of all OWNERS, GUESTS, RENTERS, and TENANTS in making the SUMMIT YACHT CLUB a pleasant place to live or spend your vacation!

SECTION 1 – PARKING

- 1-1. PARKING BY PERMIT ONLY! ONE space is provided per UNIT and all OWNERS, GUESTS, RENTERS, TENANTS shall cooperate in the use of the space available.
- 1-2. No automobiles, trucks, vans, motorcycles, snowmobiles, boats, RV's or trailers of any type, may be stored in the parking lot. All vehicles parked in lot must be licensed, registered and operating.
- 1-3. No RV trailer or such vehicle may be occupied while parked in the lot. The use of SUMMIT YACHT CLUB power outlets for RV trailer consumption is prohibited.
- 1-4. No vehicle wider than a normal car or more than 20 feet in length shall be parked in the parking spaces.
- 1-5. No vehicle may remain parked in the same parking space for three days without being moved.
- 1-6. All vehicles must be moved for snow removal. Accumulation of three inches or more of snow requires room for snow removal equipment to operate. Vehicles will be towed if necessary and EXPENSES CHARGED TO OWNER'S UNIT.
- 1-7. No vehicle repairs are permitted in the parking lot, including boats, snowmobiles, etc.
- 1-8. Vehicles parked in violation of the rules shall be towed by a professional and CHARGED TO OWNER'S UNIT. The PROPERTY MANAGER has full authority to enforce these rules at the discretion of the BOARD OF MANAGERS.
- 1-9. SUMMIT YACHT CLUB ASSOCIATION is not responsible for any damage to vehicles in the parking lot.
- 1-10. All UNITS face the parking lot. DO NOT PLAY LOUD MUSIC, TALK LOUDLY OR MAKE NOISE IN THE PARKING LOT DURING SLEEPING HOURS (10:00 PM to 8:00 AM)

SECTION 2 – COMMON AREAS

- 2-1. Common areas are defined as the parking lot, walkways, landscaped areas, stairs, patios and entrance balconies.
- 2-2. Report all infractions of rules to the PROPERTY MANAGER by calling 970-468-9137.
- 2-3. Loitering, loud voices, running, playing and riding wheeled vehicles are prohibited on stairs.
- 2-4. Damage by OWNER, GUESTS, RENTERS, TENANTS to common areas and cost of repair will be charged to UNIT OWNER.
- 2-5. NO FIREWORKS or firearms may be fired or discharged on the premises.

SECTION 3 – OWNER UNITS #1-#51 INCLUSIVE

- 3-1. An OWNER shall not make structural, mechanical, electrical or general alterations to a unit or installations located therein without previously notifying the PROPERTY MANAGER for the SUMMIT YACHT CLUB ASSOCIATION in writing. The Association shall have the obligation to answer within 10 days after such notice and failure to do so within such time shall mean that there is no objection to the proposed modification or alteration.
- 3-2. Any malfunction that occurs in a unit is to be reported to Columbine Management Company (468-9137). In the case of an emergency, the report is to be made immediately, otherwise please report during normal business hours. Items such as lightbulbs, appliances, etc. are the responsibility of the owner.
- 3-3. Quiet time for all units is designated from 10:00 PM to 8:00 AM.
- 3-4. PROPERTY MANAGER will advise OWNER, GUESTS, RENTERS, and TENANTS of noise complaints, such as loud TV, music or excessive partying during quiet hours. OWNERS, RENTERS, GUESTS AND TENANTS are to keep UNIT doors closed to contain noise as much as possible. If disturbed by noise violations during quiet hours person inconvenienced should call local police. Phone 970-468-6078.
- 3-5. OWNER, GUESTS, RENTERS, TENANTS are responsible for removing all garbage/trash, recycle materials and ashes from the unit and depositing directly into designated containers in trash enclosure at the north end of the parking lot. DO NOT LEAVE THE ABOVE WASTES ON BALCONIES OR PATIOS!
- 3-6. Balcony and patio areas shall be kept neat and orderly – not used for storage. Items permitted: firewood, porch furniture, gas or electric barbecues only, skis or bicycles. Do not throw items (including but not limited to cans, cigarette butts, or solid objects) from balcony.
- 3-7. OUTDOOR GRILLS – ONLY GAS OR ELECTRIC GRILLS shall be used in the Summit Yacht Club complex. The use of flammable liquids to start fireplaces is forbidden, as is the storage of flammable materials. Propane grills must be attended to at all times when in use. THE USE OF CHARCOAL GRILLS OF ANY SORT IS STRICTLY PROHIBITED.

- 3-8. Outdoor open flames on balconies and patios is also PROHIBITED. This would include but is not limited to "tiki" torches, candles, etc.
- 3-9. Fireplaces shall be attended to at all times when in use. Fires must be completely extinguished before leaving the unit. Ashes are to be placed in a unit ash can, covered and disposed of at the trash enclosure. DO NOT LEAVE ASHES ON PATIOS OR BALCONIES.
- 3-10. STORAGE – Each OWNER UNIT has a storage closet in it provided for personal use. NOTHING MAY BE STORED OUTSIDE. No highly flammable or combustible items shall be stored in OWNERS UNITS.
- 3-11. NO advertisements for sale, for rent, or services are allowed from windows, patios, or balconies on Summit Yacht Club property.
- 3-12. No loud, abusive or drunken behavior or use of illegal substance will be tolerated. OWNERS, GUESTS, RENTERS and TENANTS are asked to exercise reasonable care in maintaining a low noise level and keeping the volume down on radios, stereos and TV's. Please remember, many of your neighbors may "turn in" very early after a long day of work, skiing or outdoor exercise. VIOLATIONS should be reported to the PROPERTY MANAGER (970) 468-9137 who has been authorized by the BOARD OF MANAGERS to request police assistance if necessary to maintain the peace and decorum of the complex.
- 3-13. Any damage or clean up caused by repairs or an alteration to individual units is the responsibility of the owner of the unit.
- 3-14. Owners who rent their units are required to provide PROPERTY MANAGER with a copy of their lease. This is for the purposes of knowing how many people are supposed to be in each unit.
- 3-15. Owners are required to fill out an up to date owner information form sent out periodically by the PROPERTY MANAGER to insure all contact information is correct. FAILURE TO RETURN THIS FORM MAY RESULT IN BEING FINED.
- 3-16. Occupancy limits on long term rental units – 2 people/1 Bedroom UNIT, 6 people/3 Bedroom UNIT.

SECTION 4 – PETS

- 4-1. ONLY OWNERS are allowed to bring pets with them during their stay at Summit Yacht Club providing the pet does not create a nuisance. Owners are defined as: "Owner" of record on the property deed filed with the association, his or her spouse, their children, their grandchildren and their parents. OTHER RELATIVES, GUESTS, RENTERS, TENANTS and guests of same are not allowed to bring pets to Summit Yacht Club.
- 4-2. OWNERS ARE REQUIRED TO CLEAN UP AFTER THEIR PETS in all common areas inside and outside. Owners will be charged for repairs of any damage caused by pets.
- 4-3. ALL PETS MUST BE CARRIED OR RESTRAINED ON A LEASH WHEN THEY ARE OUTSIDE OWNER'S UNIT (THIS INCLUDES CATS!).
- 4-4. Local authorities will deal with abandoned, mistreated, dangerous or loose pets.

- 4-5. Pets shall not be chained and/or left unattended in or on common areas including balconies or patios.**
- 4-6. Noise and disturbance caused by pets will not be tolerated. Repeated offenses will be dealt with as specified in the RESOLUTION OF HOUSE RULES VIOLATIONS.**

SECTION 5 – MANAGEMENT CONTROL

- 5-1. PROPERTY MANAGER has full responsibility and authority to administer these HOUSE RULES at the direction of the BOARD OF MANAGERS**
- 5-2. All OWNERS, GUESTS, RENTERS, TENANTS shall comply with requests of the PROPERTY MANAGER regarding these HOUSE RULES. GUESTS, RENTERS, TENANTS are subject to procedures which may result in fines or penalty assessments against the UNIT OWNER.**
- 5-3. The PROPERTY MANAGER shall have access to any unit, as provided in the Association By-Laws. No alteration or change of locks will be allowed without authorization of the PROPERTY MANAGER. There will be weekly inspections for the preventative maintenance of all units.**
- 5-4. The PROPERTY MANAGER is not responsible for taking or delivering personal messages. Emergency messages will be taken and delivered if possible.**
- 5-5. The PROPERTY MANAGER is not responsible for OWNER, GUEST, RENTER or TENANT problems (i.e., housekeeping, wood, linens, and key access).**
- 5-6. The PROPERTY MANAGER will not hold or release keys to GUESTS, RENTERS or TENANTS for access to OWNER'S UNIT.**
- 5-7. The PROPERTY MANAGER is not responsible for showing rental, leasing or sale of OWNER'S UNIT.**