

RULES AND REGULATIONS

Gore Trail at Wilderrest Condominiums

Revised February 25, 2006

The Bylaws of the Gore Trail at Wilderrest Association ("GTWA") require that the Executive Board establish, make and enforce such reasonable rules and regulations as may be necessary for the operation, use and occupancy of the condominium project with the right to amend same from time to time.

Purpose

The purpose of these Rules and Regulations is to create a harmonious and attractive development and to promote and safeguard the health, comfort, safety, convenience and welfare of Unit Owners, and Occupants in the condominium project.

Definitions

The terms "Common Element," "Executive Board," "Occupant," "Unit," and "Unit Owner," when used in these Rules and Regulations, shall have the meanings designated in the Declaration of Covenants, Conditions, Restrictions and Easements for The Gore Trail Condominium project as the same may be amended from time to time.

Ownership & Occupancy

1. No Unit shall be used for other than residential purposes, except for home occupations which conform with Summit County zoning regulations and approved by the Executive Board.
2. No Unit shall be partitioned, subdivided or combined with another Unit either by legal process or physical alterations without the prior approval of the Executive Board.
3. No Unit Owner shall offer to sell any interest under a "timesharing" or other "interval ownership" plan without the prior approval of the Executive Board.
4. All leases or rental agreements shall be submitted to the Executive Board for compliance with all pertinent Rules and Regulations.
5. Except for short-term occupancies of less than fourteen (14) days, occupancy shall be limited to two (2) persons per bedroom.

Health, Safety & Quiet Enjoyment

1. Owners and occupants shall exercise reasonable care to avoid making or permitting loud, disturbing, or objectionable noises. This includes but is not limited to using or playing musical instruments, radios and compact discs, heavy walking or jumping, and slamming doors. Loud parties that disturb other occupants shall not be tolerated.
2. To minimize the chance of attracting wildlife onto the property, dogs and other pets shall not be feed outside. (See Pets for relevant pet issues).
3. To minimize the attraction of rodents into the units, bird feeders and other seed type feeders are not permitted on the property.
4. No fireworks of any kind shall be carried, stored, displayed or exploded on or over the condominium project.
5. No fire hazard, unsightly object or nuisance shall be placed, erected, constructed or permitted within the condominium project, nor shall any Unit 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. A dumpster is provided for the disposal of normal household waste. Use of the dumpster 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.
6. 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 condominium project and shall be removed expeditiously at the owner's expense.
7. Whenever your unit is unoccupied, the thermostat should be at 55 degrees from May 1 to October 1 and 62 degrees from October 1 to May 1. Owners should adjust thermostats whenever the unit is vacated and are responsible for notifying their rental agent(s) and tenants of this policy.

Exterior Appearance

1. Except for the items set forth in 2, below, no item of any kind, including, but not limited to, charcoal barbecue grills, skis, bicycles, skateboards, rugs, furniture, trash, construction equipment, ladders, hoses, snowblowers, lawnmowers and other lawn and garden equipment, shall be kept or stored on or under balconies, decks or any other location visible from outside the Unit.
2. Gas and electric barbecue grills, outdoor ("patio") furniture, humming bird feeders, and decorative items compatible with the design and style of the condominium project may be placed and kept outside the Unit without the prior approval of the Executive Board.
3. Carport usage shall be restricted to personal automobiles and shall not be used for storage of any kind. This includes but is not limited to the stowage of canoes, bicycles, and recreational equipment from the rafters.
4. No clothing, swimsuits, towels, laundry or unsightly items shall be placed, hung or kept on balconies, decks, railings or any other location visible from outside the Unit.

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5. 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 or natural wood when closed and viewed from outside the Unit.
6. No exterior television or radio antenna or satellite dish shall be placed, erected, constructed or maintained within the condominium project without the prior approval of the Executive Board.
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 condominium project, including on the balconies, porches, decks, windows and exterior walls of individual Units. Political signage no more than forty-five (45) days prior to or seven (7) days following an election is allowed as prescribed by Colorado Revised Statutes.
8. No 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 Unit Owner or Occupant within the condominium project.
9. 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, regraded, altered or otherwise disturbed, without the prior approval of the Executive Board.

Vehicles & Parking

1. Parking in the condominium project is limited by covenant and by zoning regulations. The primary parking space (one) for the exclusive use of each Unit is in the carport. The spaces next to the buildings are reserved for short-term visitor and guest parking. Immediate towing is in force (see 6a).
2. Parking is prohibited at all times in locations indicated, as these areas must be kept clear for emergency access, trash collection and for snow plowing and snow storage during the winter months.
3. Parking of motor homes, vehicles with tandem axles, trailers of all types, boats, snowmobiles, ATV's, motorcycles, or any similar vehicle deemed inappropriate by the Executive Board is prohibited.
 - a) When motor homes are used as the only means of transportation, they may be permitted in the parking area provided they meet all other criteria of these Rules and Regulations, are not being lived in, are parked in the primary or secondary parking space of the 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 (7) consecutive days.
 - b) Trailers, for the purpose of moving, may be permitted in the parking area when used in conjunction with Unit occupancy provided they meet all other criteria of these Rules and Regulations, are parked in the primary or secondary parking space of the Unit occupied by the trailer 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 two (2) consecutive days.
4. The parking or operation of motorized vehicles in landscaped areas is prohibited.
5. Mechanical work of any kind, including changing of oil and oil filter removal, is not permitted.
6. The following vehicles will be towed away immediately at the vehicle owner's expense:
 - a) Vehicles that are inoperative or not properly licensed.
 - b) Vehicles obstructing traffic, snow removal or trash collection.
 - c) Vehicles obstructing access to another Unit's parking spaces.
 - d) Vehicles parked in posted "No Parking" zones and by fire hydrants.
 - e) Vehicles parked in landscaped areas.
7. Vehicles parked in one spot for 48 hours will be tagged. If not moved within seven (7) days after being tagged, the vehicle will be presumed to be abandoned and will be towed away at the vehicle owner's expense.

Any member of the Executive Board shall have the authority to redirect or restrict the parking of any vehicle to facilitate traffic flow, parking access, snow removal or trash collection.

Snow removal

Notices, to remove your vehicle, will be posted for cleaning, plowing and sweeping of the parking lot. Cars remaining will have to be towed at owners expense.

Structural

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, doors, railings and light fixtures may be replaced with identical items without prior approval.

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2. Any Unit 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 Board may make an informed decision. Any reasonable costs incurred by the Board in making such decision shall be assessed to the applicant.
3. Tradespeople, workers or contractors hired to perform work within the condominium project, including individual Units, shall be licensed and insured pursuant to Summit County building codes and other applicable regulations.
4. All work shall be performed in accordance with applicable Summit County building codes.
5. All construction debris shall be removed from the condominium project at the Unit Owner's expense and shall not be deposited in the Gore Trail dumpster.
6. Noise from construction is prohibited from 7:00p.m. to 6:59a.m. daily

Pets

1. No animal of any kind shall be raised, bred or kept within the condominium project, except that dogs and cats may be kept in combination not to exceed four (4) 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. No other animal may be kept without the prior approval of the Executive Board.
2. All dogs over the age of three (3) months shall have a valid Summit County Pet Animal License after having been kept on the premises for any consecutive fourteen (14) day period.
3. All dogs when outside shall be on a leash.
4. Dogs may not be tethered outside.
5. Pets shall not be allowed to endanger the health or safety of any person or animal, nor shall they be allowed to annoy any Unit 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.
6. Pet owners must clean up after their pet(s) and dispose of the feces in a sanitary manner.
7. Damage to any landscaping, Common Element or Unit caused by any pet shall be repaired at the pet owner's expense.

Clubhouse and Hot Tub Usage

The clubhouse and hot tub are for the exclusive use of Gore Trail owners and guests/renters. All owners and guests/renters are entitled to use the club facilities at any time it is open for use.

Clubhouse

1. The clubhouse may be used by a group (as indicated above), during clubhouse hours after reserving same in writing through Wilderrest Management personnel.
2. At least one owner must assume liability for any damage done to the premises as a result of a meeting or party. A \$100.00 deposit shall be tendered against damages and/or cleaning expenses. This shall not limit the owner's liability. If the premises are left in "as found" condition the deposit shall be returned.
3. The clubhouse shall not be restricted from other owners use.
4. All clubhouse Rules and Regulations will remain in effect during such party or meeting.

Clubhouse and Hot Tub Rules and Regulations

All persons using the hot tub do so at their own risk. Owners and management are not responsible for accidents or injuries.

1. Hours are 10:00 a.m. to 10:00 p.m. or as noted on the clubhouse door.
2. A maximum limit of 35 people in the clubhouse and 6 people in the hot tub.
3. No food and or glass containers in the hot tub areas.
4. Children under 14 must be accompanied by an adult (18 or over). No child under the age of 5 is allowed in the hot tub.
5. No suntan lotion or oils allowed in the hot tub.
6. No skis, ski boots, snowboards, or animals allowed in the building or hot tub area.
7. All persons must shower before entering the hot tub.
8. People with skin, ear, genital, other infections or open sores or wounds may not use hot tub.
9. Soaking too long can elevate body temperature and result in nausea, dizziness, or fainting. Recommended time limit is 10-15 minutes but varies by individual. For health and safety reasons pregnant women, heart patients, elderly persons, and people with high blood pressure should not use the hot tub.
10. Please replace cover over the hot tub when finished. Users are responsible for cleaning area after use.
11. Management has the right to refuse use of facilities to anyone.

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Enforcement & Penalties

1. Unit Owners shall be responsible to inform Occupants, tradespeople, contractors and workers of the contents of these Rules and Regulations.
2. Situations not covered by these Rules and Regulations shall be resolved by the Executive Board in its sole discretion.
3. Violations of these Rules and Regulations, as well as violations of the Declarations of Gore Trail Condominiums ("Declarations") and Bylaws of Gore Trail Condominium Association, Inc., ("Bylaws") shall subject the Unit Owner to the following potential penalties at the discretion of the Executive Board:
 - a) First Violation: A warning notice to have a violation corrected within ten calendar days or a fine of up to \$25 per day.
 - b) Subsequent Violations: A warning notice or a fine of up to \$50 per day for each additional violation within a 90-day period or continuing violations which are not corrected within ten calendar days of notice so long as the violation continues unabated.
4. A Unit Owner notified of a violation shall have 30 days from the postmark date of any notification to file a written protest and shall have the right to appear in person, by representative or written response at the next Executive Board meeting.
5. The decision of the Executive Board shall be final. All fees, charges and penalties imposed by the Executive Board and costs incurred by the GTWA in enforcing these Rules and Regulations, the Declarations and Bylaws shall be considered assessments enforceable against Units and Unit Owners.
6. 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 monetary judgment, or the filing of a suit for unlawful detainer.

Adoption & Amendment

These Rules and Regulations were duly adopted by the Executive Board of the Gore Trail at Wilderrest Condominium Association on October 7, 2000. They are subject to amendment by the Executive Board, after being drafted and submitted to the membership for review and comment at least thirty [30] days prior to adoption, and were last amended on February 25, 2006.