

# **RULES AND REGULATIONS**

## **SKI TIP RANCH HOMEOWNERS ASSOCIATION, I NC.**

*\*Revised July 7, 2007\**

The Declaration of Covenants, Conditions and Restrictions ("CC&Rs"), Articles of Incorporation and Bylaws of the Ski Tip Ranch Homeowners Association, Inc. (along with these Rules and Regulations, the "Governing Documents") provide for the governance of the Ski Tip Ranch Homeowners Association ("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.

### **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.

### **Authority**

The Executive Board has retained the services of Wilderrest Property Management LLC ("Wilderrest") as the "Property Manager" for the Association. In its capacity as the Property Manager for the Association Wilderrest has the power and authority from the Executive Board through Wilderrest'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 and Regulations except for the imposition of fines which shall remain within the sole province and discretion of the Executive Board.

### **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.

### **Ownership & Occupancy**

- 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.
- 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.
- 3 No Owner shall offer to sell any interest under a "timeshare" or other "interval ownership" plan.
- 4 All leases or rental agreements used by homeowners or their agents must comply with the Governing Documents, including:
  - a. No Owner shall lease its Unit for a term longer than sixty days without prior written consent of the Association,
  - b. No Owner shall conduct a "bed and breakfast" operation in its Unit.
- 5 Except for short-term occupancies of less than fourteen (14) days, occupancy shall not exceed the design capacity of the unit

### **Books and Records**

1. The Association shall maintain its accounting records using Generally Accepted Accounting Principles (GAAP).

2. The books and records will be maintained at the offices of the registered agent and property manager. The Property Manager shall make the books and records available for viewing during normal business hours to any owner or duly designated representative or agent of such owner. The Association will additionally maintain an on-line web site which shall have posted on it all of the books and records of the Association and such other documents as maybe required by the statutes of Colorado, as amended from time to time, or otherwise deemed appropriate by the Executive Board of the Association.
3. Any Owner wishing to have copies of the Association Documents, or books, records, budgets and financial statements of the Association shall submit a request in writing to the Property Manager, specifying which documents are requested. The Property Manager will charge a reasonable fee for copying such materials

### **Health, Safety & Quiet Enjoyment**

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.
2. No fireworks of any kind shall be carried, stored, displayed, exploded, set-off or used on, within or over Ski Tip property.
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.
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
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. 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.
7. Hunting and use of firearms on the Property is prohibited.
8. Except as may be approved in writing by the Association, nothing shall be done or kept 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.

### **Insurance**

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.
2. 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".

### **Exterior Appearance**

1. Except for the items set forth in 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, snowblowers, 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.

- 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.
- 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 clothesline are not permitted to be erected for outdoor use except on a temporary usage basis.
- 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.
- 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.
- 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.
- 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 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.
- 9 Decks should be constructed of wood, preferably pressure treated, and must be stained in brown or green. Construction of decks is at the expense of Unit owners but once built and installed become part of the common elements and belong to the Association. Should a Unit owner wish to construct a metal 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 esthetic of the Ski Tip property and buildings.
- 10 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.
- 11 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.
- 12 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 submission to the design review committee and the prior approval of the Executive Board.
- 13 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 and 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. Wilderrest should be contacted in connection with approval for Ski Tip Association needed approval matters.

## Structural Alterations

- 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.
- 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.
- 3 Tradespeople, workers 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.
- 4 All work shall be performed in accordance with applicable Summit County building codes.
- 5 All construction debris shall be removed from the Ski Tip property and individual units at the Unit Owner's expense and a regular basis during and construction project. All construction debris shall not be deposited in the Ski Tip property dumpsters.
- 6 Construction projects may only be conducted during the hours of 7:00 a.m. to 7:00 p.m. daily.
- 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 and belong to 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 esthetic of the Ski Tip property and buildings.
- 8 The following policy shall be followed for Ski Tip Ranch Owners<sup>1</sup> 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.

The policy is intended to:

1. ensure that the CC&R intent is followed,
2. make no changes to the liability incurred by the Ski Tip Homeowners Association, and
3. protect the rights of neighbors who may be affected by the proposed remodeling.

## Interior Remodeling Approval Policy

1. The proposed remodeling plan must be submitted to the Board of Directors of the Ski Tip Ranch Condominium Association, Inc. The plan must include:
  - a. architectural drawings,
  - b. approval by a professional engineering firm, licensed in Colorado, of any structural changes proposed by the remodeling,
  - 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
  - d. written approval by adjacent neighbors that they consent to the remodeling, and
  - 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.
2. 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 .

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<sup>1</sup> Capitalized terms are defined in the Declaration of Covenants, Conditions and Restrictions (CC&Rs) for The Ski Tip Ranch Condominium

3. 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.
4. Construction shall be performed by licensed contractors.
5. 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.
6. Plans, communications, and inspection results shall be kept in the records of the Association.

### **Animals**

*Note: The following animal rules will become effective only after the CC&Rs have been changed by the homeowners to remove the current prohibition against keeping of any animals.*

- 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 (2) 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.
- 2 All dogs over the age of three (3) 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.
- 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.
- 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.
- 5 Pet owners must clean up after their pet(s) and dispose of the feces in a sanitary manner.
- 6 Damage to any landscaping, Common Element or Unit caused by any pet shall be repaired at the pet owner's expense.

### **Vehicles & Parking**

- 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.
- 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.
- 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.
- 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 (7) 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.
- 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 (7) consecutive days.

- 6 The parking or operation of motorized vehicles in or on landscaped areas is prohibited.
- 7 No motor vehicle shall be constructed, repaired or serviced at the Property.
- 8 The following vehicles may 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 or spigots.
  - e. Vehicles parked in the lane adjacent to the landscaped circle.
  - f. Vehicles parked in landscaped areas.
- 9 Vehicles parked in one spot for 120 hours may be tagged. If not moved within seven (7) days after being tagged, the vehicle will be presumed to be abandoned and may be towed away at the vehicle owner's expense.
- 10 Any member of the Executive Board or the Property Manger 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.

### **Lodge Unit Charges**

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

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 forumula:

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

### **Enforcement & Penalties** **Resolution of Disputes**

- 1 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 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:
  - a. Initial Violation: A warning notice to have a violation corrected within ten calendar days and/or a fine of up to \$50 per day
  - b. Continuing Violations: A warning notice and/or a fine of up to \$100 per day for a continuing violation beyond ten calendar days after the issuing of the original ten calendar day notice.
  - c. 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.

- 4 Remediation: At any time after ten 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.
- 5 An 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.
- 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.
- 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 the filing of a suit for unlawful detainer.
- 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 submitted to arbitration to an arbitrator chosen by the parties. In the case of either mediation or arbitration where the parties can not agree to a mutually satisfactory mediator or arbitrator either the Owner or the Association may petition a Court in Summit County for the appointment of a mediator or arbitrator.

### **Delinquency**

Any Owner delinquent in the payment of monthly dues or special assessments shall be assessed the following fees and penalties:

After 30 days: Payment of a \$20.00 late fee per each 30-day period of delinquency.

After 60 days: Disconnection of cable T.V. service to the Unit.

After 90 days: Filing of a lien against the Unit.

At any point at which the Executive Board in its discretion deems it advisable an action of foreclosure may be instituted. Notice of delinquency and accumulated fees and penalties and any other action which the Executive Board may have taken will be included in each month's statement sent to an Owner.

### **Adoption & Amendment**

These Rules and Regulations were duly adopted by the Executive Board of the Ski Tip Ranch Association, Inc. on December 22, 2005. They are subject to amendment by the Executive Board.

## **Addendum**

### Executive Board of Ski Tip Ranch Condominium Association, Inc.

Ed Wood	Unit 8734	(303) 697-0830
Dan Prosser	Unit 8747	(713) 256-7725
Martin Litt	Unit 8795	(303) 343-4441
Dennis Blum	Unit 8728	(303) 388-3616
Joe Silva	Unit 8706	(303) 989-9800
Bob Terry	Unit 8704	(303) 789-2690

Keystone Neighbourhood Company (970) 496-4241

Registered Agent:

Wilderness Property Management Company LLC (303) 825-4434

204 Wilderness Rd  
PO Box 1069  
Silverthorne, CO 80498  
(970) 468-6291  
(303) 825-4434

c/o Pat Rice Ext. 225; [ricep@wilderness.com](mailto:ricep@wilderness.com)

### Ski Tip Ranch Landscape Design Review Committee

Joanna Glaze	Unit 8741	(816) 333-5439
O J Maven	Unit 8737	(630) 654-8637
Adele Burnham	Unit 8710	(305) 367-3797