

BAY CLUB at FRISCO

HOMEOWNERS' ASSOCIATION

Rules and Regulations

Authority: Pursuant to the authority granted by the Colorado Common Interest Ownership Act, the Bay Club at Frisco Articles of Incorporation, the Bylaws, and by the Declaration of Covenants, Conditions, and Restrictions of the Bay Club at Frisco Homeowners Association (the "Declaration"), together with any Amendments, which are in full force and effect as of January 19, 1998, the Board of Directors of the Bay Club at Frisco hereby enacts the following rules and regulations, and policy for enforcement thereof. These rules and regulations shall replace all existing rules and regulations, as of November 20, 2019. If any provision herein conflicts with the contents of the Declaration, the Declaration shall take precedence.

Purpose: It benefits all owners in the Bay Club at Frisco to establish, and abide by, Rules and Regulations to promote the common good, provide for uninhibited enjoyment, and to ensure a healthy and peaceful community, thus retaining a pleasant and attractive living environment.

***ALL OWNERS AND NON-OWNER OCCUPANTS, GUESTS, RENTERS AND EMPLOYEES
SHALL COMPLY WITH THESE RULES AND REGULATIONS,
AS WELL AS THE COVENANTS AND RESTRICTIONS OF THE DECLARATION.***

***A FULL COPY OF THE RULES MUST BE MADE AVAILABLE, IN A READILY ACCESSIBLE LOCATION,
TO EACH AND EVERY CONDOMINIUM UNIT OCCUPANT.***

1. **Access** - Common walkways, driveways, parking areas, entrances and passageways shall not be obstructed or used for any purpose other than ingress and egress. Personal property or pets shall not be left on the Common Area. Reasonable access to a Condominium Unit must be provided to the Association, its managing agent, employees or contractors, for necessary Association safety, protection, maintenance, and repair services. Reasonable notice will be given except in cases of emergency. Failure to provide such access may result in damages and/or fines being assessed against the owner of the home to which access is required, and subsequently impeded or denied.
2. **Assessments** - Annual Assessments ("monthly Dues") are required, in advance, by the first day of every month, regardless of whether an invoice or statement is received. A ten (10) day "grace period" is permitted before a \$35 late charge is applied, per month late. Any delinquencies remaining by the end of the month (that is those that become at least 30 days delinquent) shall also incur interest at the rate of 21% per annum. Serious delinquencies also may invoke other remedies as the Board of Directors may enforce, as permitted by the Declaration, including, but not limited to, the filing of a lien against the home and possible legal action. All costs of collection shall be added to the owner's account. Special Assessments shall be subject to the same grace period (following the due date), late fees, and interest charges. All payments are deemed paid when a check or cash has been received by the Managing Agent.
3. **Heating** - Condominium Unit thermostats should be set at a minimum fifty-five degrees (55°F) during winter to avoid potential freezing of water lines. Low temperature monitors should be set at forty degrees (40°F), which will signal the alarm center if the internal Unit temperature approaches freezing level. All unit Owners/Occupants should make their best effort to keep their garage doors closed in freezing temperatures.
4. **Home Improvements** - No owner shall construct any structure or improvement, or make any structural or design change, either temporary or permanent, to the Condominium Unit, exterior of a building, or on the Common Elements, without first obtaining written consent from the Architectural Review Committee. All approved improvements, repairs, modifications or alterations shall be consistent with the environs, surrounding development and infrastructure, the aesthetics of the Common Area, compliance with the local government, the Declaration and any other relevant governing documents of the Association. No used or second-hand structure, no building of a temporary character, tent or shack shall be placed or used on the Common Area; except those necessary for approved construction. No television, radio or other antennas, including satellite dishes greater than 24 inches in diameter, shall be affixed to the exterior of a building. Satellite dish installation must be approved in writing by the Architectural Review Committee and must be professionally affixed to the Limited Common Area only. No exterior blinds, awnings or other exterior window treatments shall be permitted without prior approval. All interior window coverings must be white, off-white, natural or wood-tone as seen from the exterior. Deck and patio floor coverings must be approved by the Architectural Review Committee, so to avoid improper water drainage.
5. **Hot Tubs** - Hot tubs may be used by Owners, tenants and guests of both. Anyone using the hot tubs does so at his/her own risk. There is no lifeguard or attendant on duty. Anyone using the hot tubs must shower before entering. Bathing suits must be worn - no "cut-offs". The rules governing the hot tub will be posted in the hot tub area.

Pregnant women, persons experiencing heart disease, diabetes, or other medical problems should consult their physician prior to use of hot tubs. Anyone using a hot tub shall not be under the influence of alcohol or drugs. Children under sixteen (16) must be accompanied by an adult. It is advised that no one use the hot tubs alone. Anyone using a hot tub should check the water temperature before using it to determine its suitability for use. The maximum temperature is 104°F for safe use.

Care should be used in entering and leaving a hot tub since all surfaces are slippery when wet. No pets, food, alcoholic beverages or breakable items are allowed in the hot tub areas. All electrical appliances should be kept at least ten (10) feet from a hot tub. Anyone using a hot tub must turn off controls, replace and lock the hot tub cover after use, and secure gate upon leaving the enclosure.

6. Landscaping - No tree shall be cut down, no owner shall conduct any exterior gardening or planting, nor construct fencing, hedges or walls, or make any addition or alteration to the landscaping, or other common areas, without first obtaining written consent from the Architectural Review Committee and, in some cases, the local government. Any requested improvements must meet all local government regulations and be submitted to the Architectural Review Committee for approval in sketch and descriptive form. The Committee shall respond in writing within 45 days of submission. Notwithstanding, an Owner is not only permitted, but duly encouraged, to periodically remove any noxious weeds to be found upon the property without first obtaining Committee approval (although seeking the Committee's advice is welcome).
7. Maintenance - Each owner shall be solely responsible for all maintenance and repair of the interior of his/her Condominium Unit, as well as any respective exclusive Limited Common Elements, including balconies, porches, windows and entry doors (including glass and/or screens), and any other improvements exclusively servicing that Unit (including all fixtures, service lines, utilities and equipment). However, the Association shall maintain and repair the entire fire suppression system, but shall hold an Owner responsible for any cost of repairs due to negligence of the Owner or the Owner's guests. An Owner must keep in good working condition, at his expense, any alarm systems installed in the Unit, including, but not limited to smoke alarms, heat detectors, burglar alarms and CO monitors. All decks and patios must be kept reasonably free of snow and ice accumulation. Any malfunction within a Unit, or its Limited Common Elements, that might affect an adjacent Unit or the Common Elements must be promptly reported to the managing agent. Similarly, any malfunction of the Common Elements that an Owner notices that might affect his/her Unit, should also be promptly reported to the managing agent. If the Association determines that a malfunction is the Owner's responsibility, then that Owner shall be accountable for the maintenance, repair and any related costs. No owner shall unreasonably harm the value of other Condominiums by the shoddy upkeep of his/her Condominium Unit or the Limited Common Elements. Each owner shall maintain his/her Condominium Unit in a clean, safe, attractive, and orderly condition, and in good repair. If snow builds up on a 3-bedroom unit's courtyard side deck in excess of eight (8) inches, the unit owner shall have 7 days following notice from the Association to remove the snow. If the snow is not removed, the Association shall have the authority to ask Management to remove the snow and bill the owner the standard hourly rate with a 1 hour minimum. This expense is an assessment enforceable against the unit and/or unit owner.
8. Noxious, Offensive Activities or Fire Hazards - No illegal, noxious or offensive activity shall be conducted, nor shall anything be done or placed within a Condominium Unit, or the Common Area, that is or may become a nuisance or cause embarrassment, disturbance, or annoyance to others. Lights emitted from a Unit shall not be unreasonably bright nor cause unreasonable glare. No sound shall be unreasonably loud or annoying. No firearms, fireworks, explosives, arrows, air rifles, BB guns, or similar devices shall be discharged on any part of the Property. Quiet hours are to be observed between 10:00 p.m. and 8:00 a.m.
9. Pets - No animals, livestock, birds, poultry, reptiles, or insects of any kind shall be raised, bred or kept within a Condominium Unit or on the Common Area, except that Owners and family members (spouses, children, grandchildren, parents of Owners) only may keep up to a total of 2 domestic pets, provided they are not kept, bred or maintained for any commercial purposes. Exceptions may be granted with written permission of the Board of Directors. Pets must be kept on a leash at all times and cannot be left unattended in the Common Elements, including balconies. Owners of pets are responsible for immediate pick-up, and proper disposal, of waste from their pet. It is prohibited to allow continued barking or other noises from animals, either inside or outside of a home. In addition to such fines as imposed herein, an owner of a pet causing or creating a nuisance, or unreasonable disturbance or noise, shall be given Notice of Hearing from the Board of Directors, which may result in the offending pet(s) being permanently removed from the Property upon 3 days written notice following the Hearing. Any pet found running free and unattended may be held for collection by the Animal Control Department of Summit County. The owner shall be responsible for all costs incurred for its release. Other restrictions may apply as to the type and nature of pets permitted.
10. Residential Use Only - No Condominium Unit shall be used other than for a single-family dwelling and shall not be used at any time for business, commercial, or professional purposes (home occupations subject to local government laws excepted). No accessory apartment may be created in any home. Occupancy for short-term Condominium tenancy shall be no more than six people in a two bedroom and eight people in a three bedroom unit.

11. Responsibility - The Owner of any property is responsible for the conduct of his or her tenants and guests. Owners will ensure that tenants and guests are aware of and comply with these Rules and Regulations, or any covenants and restrictions of the Declaration. Owners will be responsible for payment of any fines or other charges relating to their tenant and/or guest's failure to comply with the Rules and Regulations or covenants and restrictions of the Declaration.
12. Signage - No signs, billboards, poster boards, or advertising structure of any kind (with exclusion of the Association name and management company name), shall be erected or maintained for any purpose whatsoever outside of a Condominium Unit. One real estate sign advertising a home for sale or rent is permitted provided it is no larger than five square feet in size and may only be placed in the window of the home. In no event shall any signs advertising a home business or occupation be allowed.
13. Storage - Owners must keep any appurtenant porch, patio, deck, steps, and walkways in a safe, clean, orderly and sanitary condition. Balconies shall not be used for storage of any kind; however, approved outdoor furniture and appliances (limited to one table, no more than four chairs, one 20lb propane or direct feed gas grill, or alternatively an electric BBQ grill - charcoal grills are expressly prohibited anywhere on the premises) and plants are permitted. Outdoor clotheslines are not permitted. No floor coverings are permitted on the exterior balconies. All other personal property, bicycles, tricycles, toys and recreational equipment shall be kept inside the home or garage. No cut grass, tree clippings or plant waste, lumber, metal, other building materials, scrap, refuse or trash shall be stored or allowed to accumulate in or on the Common Elements. Flammable liquids may not be used or stored anywhere on the property.
14. Snowplowing - Periodic snow plowing is conducted once daily upon the accumulation of 3 inches or more of snow. Vehicles should be removed from the Common Area, including driveways, between the hours of 10am and 3pm during winter snowstorms to permit adequate snow removal.
15. Trash - No trash, other refuse or debris may be thrown or dumped on the Common Area. The burning of any refuse or debris outdoors is prohibited. No outdoor storage of any trash, other than in the Common Area dumpster, which must be kept closed at all times, protected from wildlife intrusion, until the day of collection by a commercial trash disposal company. No trash is to be placed by the dumpster. Boxes must be flattened. No large items to be placed in dumpster, household or otherwise, including but not limited to furniture, mattresses, appliances, carpeting, or construction debris. Improper disposal of items will subject the owner to the special pick-up charge invoiced to the Association by the waste management company. Please assist in picking up any trash displaced and/or dispersed upon the Common Elements by wildlife, pets, wind, or alike.
16. Vehicles and Parking - Parking is provided for licensed and operable passenger vehicles (including cars, vans, pickup trucks, SUVs and wagons), and shall only be in garages, driveways and designated parking areas. Items stored in the back of pickup trucks for more than 48 hours must be covered and screened from sight. No parking of commercial vehicles and vehicles over one ton without written Board approval. No trailers, motor homes, campers, recreational vehicles, snowmobiles, or boats shall be parked or stored within the Common Area (including driveways), unless approved by the Board of Directors. No unlicensed, abandoned or inoperable vehicles of any kind shall be parked or stored within the Common Area. An inoperable vehicle is one that has not been driven under its own propulsion for one (1) week or more. No snowmobiles or other recreational vehicles shall be operated within the Common Area. No parking on roadways or in fire lanes at any time. No vehicle maintenance or repairs are permitted on the Common Area. Vehicles must not be "raced", "gunned", "revved" or excessively idled in a manner that will disturb the peace and quiet of the community. In addition to the fines imposed herein, vehicles in violation shall be given 48 hours' notice of the Association's right to tow, however, any vehicle parked on the roadway or obstructing traffic shall be immediately towed without notice. All expenses incurred from towing shall be charged to the offending vehicle owner, or to the owner of the Condominium Unit to which the vehicle owner resides or has visited. The Board of Directors reserves the right to make that determination.
17. Owner Maintenance Responsibilities.
 - A. Owners are responsible for all maintenance and repair within a unit, including fixtures, equipment and utility lines. Additionally, each Owner is responsible for repair of all materials which make up the finished surfaces of the perimeter walls, ceilings and floors within the unit such as: drywall, paneling, paint, wallpaper, tile and carpeting. Each Owner is also responsible for all windows and doors in the exterior walls of the unit.
 - B. Each Owner must perform his or her maintenance and repair obligations to avoid any damage to other units or Common Elements. An Owner is responsible for damages to other units or to the Common Elements arising from any item or condition the Owner is required to maintain and repair regardless of whether the Owner is negligent.
 - C. Owners are required to replace water heaters every ten years. After replacement of the water heater, the Owner of the unit shall notify Management of the date of the replacement and the serial number of the water heater.

Insurance Rules.

- A. A list of all Association insurance policies including limits and deductibles is furnished annually to each Member and is available from the Managing Agent upon request. Each Owner should review with an insurance agent recommended coverage pertaining to his or her unit. Owners may purchase an HO-6 policy, including a loss assessment endorsement to cover damages to other condominium units or the Common Elements and cover deductibles which may be assessed to an Owner.
- B. If a unit Owner desires to file a claim against the Association's insurance policies, written notice must be first provided to the Association's Board of Directors and Managing Agent with a detailed description of the claim. The Association will have the right to inspect the damage and not less than fifteen (15) days to respond in writing to the Owner before a claim is filed. The Association may request an extension of an additional fifteen (15) days if further investigation of the damage is necessary before a claim is filed.
- C. Each Owner is responsible for all damage arising from negligence of the unit Owner or damages arising from an Owner installed improvement, regardless of negligence.
- D. To the extent the Association settles claims for damages to real property it may assess negligent unit Owners causing such loss or Owners benefitting from such repair or restoration all deductibles paid by the Association. In the event that more than one unit is damaged by a loss, the Association in its reasonable discretion may assess each unit Owner a pro-rata share of any deductible paid by the Association.
- E. The Board of Directors, or management company, may request proof of insurance from owners regarding the H0-6 rider and/or a business policy for those owners renting their units.

Enforcement of Rules and Regulations - The Board of Directors hereby grants full authority to the Management Company, and its agents, to enforce all Rules, Regulations and Covenants. Neither the Association, the Management Company, nor their agents, shall be responsible if the performance of their duties results in any injury, damage or related costs to persons or property. The Board of Directors has adopted a schedule of charges for violation of any covenants, restrictions, rules, regulations, Deed Restrictions, Bylaws, or the Declaration. All fees, charges and penalties imposed by the Board and costs, including Attorney's fees, incurred by the Association in enforcing their policies shall be considered assessments enforceable against the Condominium Unit, and/or Unit owner pursuant to the Declaration. Violations shall be dealt with as set forth below:

First offense:

Once a violation is observed or reported and verified, an informal oral communication will be initiated with the Owner(s), and/or offending parties, with a request to correct the violation. At the discretion of the Management, a written notification may be sent, in addition to or in place of the oral contact, to the owners informing them of the violation and giving an opportunity to correct the violation within a specified period of time - not more than ten (10) days. A prompt and satisfactory response will terminate the resolution process, unless damages or costs have been incurred.

Second offense, or uncorrected violation:

A formal written notice will be sent detailing the alleged violation and request for rectifying the violation within ten (10) days. The Owner will also be informed of the right to request a hearing, and of the intent to immediately impose an assessment fine in the amount of \$25.00. If an owner requests the hearing, the Association will establish a date, time, and location of the hearing and invite the owner to produce any statement, evidence, and/or witness on his/her behalf. However, the Association will be under no obligation to conduct a hearing if the owner does not request one within the specified time frame.

Third offense, or violation remaining uncorrected:

If a third similar offense occurs, or the violation remains uncorrected for a further ten (10) days beyond date of the written notice of the "2nd offense", another written notice shall be sent immediately imposing a fine of \$100. Within ten (10) days of the date of this notice, the owner may request an additional hearing; however, the Association is under no obligation to conduct a hearing if the owner does not request one.

Final notice and legal action:

If the violation remains uncorrected, or another similar offense committed, a final written notice will be sent immediately imposing an additional fine of \$200. No hearing will be permitted; however, upon the Association's approval the matter will be turned over to the Association's attorney and that owner shall be responsible for all attorney fees, interest, fines and any other fees associated with collection proceedings.

Exception 1: in addition to, or in place of, these fines, parking violations may result in towing at the owner's expense.

Exception 2: delinquent assessments shall be dealt with according to the remedies outlined in paragraph 2 "Assessments" above.

Exception 3: in addition to, or in place of, these fines, the Board of Directors, or its assignee, may, following the First Offense Notice, enter the Condominium Unit or improvement thereon to abate or remove, at the expense on the defaulting owner, any structure, thing or condition that may be in breach of these Rules and Regulations, without being deemed guilty in any manner of trespass or any other civil or legal violation.

Exception 4: in addition to, or in place of, these fines, the Association may terminate cable TV service to the Unit. The owner will then be responsible for paying the fines and the reconnection fee to resume their cable service.

Hearing and fines: Hearings may be held "in person" or via telephone, or a combination thereof. Failure of the owner to request a hearing, or appear at the scheduled hearing, will be considered an admission of guilt of the violation and will result in immediate assessment of the fine. Additionally, the Association may invoke other remedies as permitted in these Rules or the Declaration. Any charges or fines shall be considered assessments and shall be added to the Owner's account, thus becoming lienable, and shall be due and payable accordingly.

Hearing Committee: The Board of Directors will act as, or appoint, a Hearing Committee, which will serve until removed by the Board or resignation of a Committee member. Hearing Committee owners must be members of the Association in good standing (all assessments current and not involved in disciplinary action against, or from, the Association). A Committee of up to five (5) members may be appointed, however a quorum of three (3) members may conduct the hearing. The Hearing Committee will select a Chairman and Secretary. A majority vote of a quorum of the Committee will be required to make any decisions concerning assessment of fines or other remedial action. When notified by the managing agent or Board of Directors of the need for a hearing, the Chairman will schedule a hearing as soon as possible, but in any event no longer than fifteen (15) days after notification of the need for a hearing. Any person having a right to Notice and Hearing shall have the right to appeal a decision by the Committee. Written notice of the request of appeal must be filed within 10 days of being notified of the decision. The Committee shall conduct a further Hearing within 30 days.

IN WITNESS WHEREOF, the undersigned, as _____ of the Association, certifies these Rules and Regulations were approved and adopted by the Board of Directors on _____, 2019.

(sig): _____ (name): _____