

RULES & REGULATIONS TIMBERLINE COVE CONDOMINIUM ASSOCIATION

Adopted: June 6, 2008

Revision History: 12/05/08; 09/03/09; 10/03/09; 07/01/10; 09/01/10; 08/01/13; 07/25/19

ADOPTION AND AMENDMENT PROCEDURE

Pursuant to Article Six: Restrictive Covenants and Obligations of the Declaration of the Timberline Cove Condominium Association, and all applicable laws of the State of Colorado, the following Rules and Regulations are established for the Timberline Cove Condominium Association, originally adopted on Thursday, March 13, 2008 by the Board of Directors.

The Bylaws of the Timberline Cove Condominium Association require that the Executive Board establish, make and enforce compliance with such reasonable Rules and Regulations as may be necessary for the operation, use and occupancy of the Units and the Common Area with the right to amend same from time to time. A draft of the proposed amendment will be submitted to the membership for review and comment at least thirty (30) days prior to adoption.

Timberline Cove Condominium Association is the authorized management body of the Timberline Cove Condominium Project. The Association is governed by a Board of Directors and the day-to-day management has been delegated to Summit Resort Group. All costs and responsibility of maintaining the integrity of the Condominiums are borne by the owners collectively. Thus, all owners of Timberline Cove Condominiums have a vested interest in adhering to the Rules and Regulations.

The Board of Directors seeks to make Timberline Cove Condominiums a pleasant living environment for all residents, owners and renters alike. To this end, the following Rules and Regulations are set forth, as required by the provisions, the Bylaws. The Bylaws empower the Board of Directors to establish and enforce such measures as it deems reasonable and necessary for the operation of the Condominium project. The Board also has the right to amend these Rules and Regulations at its discretion. We hope that all owners abide by the Rules and Regulations set forth below so that we can work together to make Timberline Cove Condominiums an enjoyable, safe and attractive place to live and vacation.

GENERAL RULES

1. No signs, billboards, poster boards, or advertising of any kind are allowed without prior written approval by the Board of Directors. Real Estate/For Sale signs may be permitted provided the Owner receives approval from the Board regarding size and location. All sign requests will be reviewed and approved/denied on a case by case basis.
2. No loud or objectionable noise, obnoxious odor, or bright light shall be permitted to emanate from any Unit that may be a nuisance to the Unit Owner(s) or occupant(s) of another Unit. This rule will be strictly enforced from 10:00 p.m. to 8:00 a.m.
3. No fireworks of any kind are permitted on the property.
4. All satellite dishes and devices of facilities to transmit or receive electronic signals, radio or television waves, including wiring, are prohibited outside a Unit unless first approved in writing by the Board of Directors in conformance with applicable Federal Law.
5. Patios and Decks: Only gas or electric grills are allowed; charcoal grills are prohibited. Outdoor fire pits or fireplaces of any type are prohibited.
6. Modification of exterior Unit:
 - A. Any exterior modification of any portion of the Unit including, but not limited to doors, windows, balconies, porches, etc. is not allowed without the express written consent of the Board of Directors. Repairs such as exterior staining, etc. that are the responsibility of the HOA shall not be undertaken by the Owner. Any modification that is done without written consent will be immediately returned to its original state at the Owner's expense.
 - B. Modification(s) that is/are approved will be completed at the Owner's expense and in compliance with the request for exterior modification(s).
7. No clothing, swimsuits, towels, laundry and similar materials shall be placed, hung, or kept on balconies, porches, decks, railings or any other location visible from outside the Unit.
8. Sheets, blankets, 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.
9. Unit occupancy shall be limited in number not to exceed the number of beds/pillows of the unit (i.e. 1 person per single/twin bed, 2 persons per double/queen/king bed). Only standard beds shall be used when determining unit occupancy (no air beds, cots, etc.). Owners will be given written notification of any violation

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and fined only if corrective action is not taken.

10. If Summit Resort Group is called out for a problem caused by owner/guest/renter, owner is responsible for payment. HOA will bill owner for whatever Summit Resort Group' actual costs.
11. Comcast Digital Cable Boxes: All Comcast Digital Cable boxes that were added as part of the digital upgrade in 2013 are the financial responsibility of each unit owner. The HOA and the Managing Agent have no fiscal responsibility for these boxes. Should a unit sell, it is up to the buyer and seller to ensure all boxes are accounted for. The same holds true if the unit is rented and there is a change in tenancy. Owners are solely responsible for the digital cable boxes.

TRASH DISPOSAL

1. All trash must be placed in the dumpster.
2. No trash should be left within the dumpster enclosure.
3. Boxes should be broken down before being placed in the dumpster.
4. Vehicles blocking pick-up of the dumpsters will be immediately towed at the vehicle owner's expense.
5. No trash should be left in the garage, on decks, in hallways or any Common Area. There shall be no dumping in small receptacles around the property.
6. Dumping of unacceptable and large items (i.e. furniture, appliances, carpet, remodeling debris, or tires) could result in a fine of up to \$500.00 as well as the responsibility for the additional fee that the trash company charges for removal of unacceptable items.

VEHICLES AND PARKING

1. Each unit is allowed one vehicle in garage parking in their designated space, which must be in operable condition. Signs are posted within the garage regarding oversized vehicles. Please be considerate of others. If your vehicle is oversized and extends beyond the yellow lines, or has a permanent or removable bike/ski/board/platform rack, hitch or other device installed that extends beyond the yellow lines, the vehicle must be parked outside.
2. Parking is permitted only in assigned parking spots within the garage. Vehicles parked in another unit's spot will be towed. There is no assigned parking in the exterior surface lots.
3. No parking of recreational vehicles such as boats, RV's, trailers of any style or type, camper shells, trucks larger than one ton, etc. are allowed and are subject to being towed within 24 hours of tagging unless prior approval has been obtained from the Board of Directors. Maximum time allowed with Board approval is 48 hours (to allow time for arranging off-site parking or to load/unload). No approval will be granted after the fact.
4. Vehicles parked outside in one spot for seven (7) days or that are unlicensed or inoperable 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.
5. Vehicles not in a designated parking space and/or that are obstructing traffic, snow removal, or trash removal are subject to immediate towing at the vehicle owner's expense or at the expense of the Unit Owner if the vehicle owner's contact information cannot be obtained or if the vehicle owner fails to pay such costs.
6. Vehicle maintenance may not be performed in the parking lots or garage. Vehicle and/or Unit Owners will be held accountable for damage to the asphalt or other surface as a result of leaking or spilled fluids, including, but not limited to, motor oil, antifreeze, and transmission fluid.
7. The parking or operation of motorized vehicles of any type in landscaped areas is prohibited.
8. 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.

HOT TUB RULES

The hot tub is for the exclusive use of Timberline Cove owners, residents, and their guests. Hours of operation are 10 a.m. to 10 p.m., or as posted in the Hot Tub area. Approximate temperature of the water is 103 degrees Fahrenheit. All persons using the hot tub do so at their own risk. Owners and management are not responsible for accidents or injuries. Noise from hot tubs carries and is very disturbing especially to owners on the east side of the building. Please be considerate of others.

PERSONS USING THE HOT TUB DO SO AT THEIR OWN RISK AND SOLE RESPONSIBILITY, AS NEITHER THE OWNER NOR AGENTS FOR THE ASSOCIATION ASSUMES ANY RESPONSIBILITY FOR ANY ACCIDENT OR INJURY IN CONNECTION WITH SUCH USE.

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1. No glass containers allowed in the hot tubs or hot tub area.
2. No smoking allowed in the building or hot tub area. No food allowed in the hottubs.
3. No suntan lotion or oils allowed in the hot tub.
4. No skis, ski boots, snowboards allowed in the hot tub area. No animals allowed in the hot tubs. All pet rules and restrictions contained herein pertain to the hot tub area.
5. All persons must shower before entering the hot tub.
6. People with skin, ear, genital, other infections or open sores or wounds may not use hot tub.
7. Children under 18 must have adult supervision. No child under 5 years of age is allowed.
8. Hot tub should not be used while under the influence of alcohol or drugs.
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.
10. Pregnant women, heart patients, elderly persons, diabetics, or people with high blood pressure should not use the hot tub.
11. Please replace cover over the hot tub when finished. Users are responsible for cleaning area after use.
12. Management has the right to refuse use of facilities to anyone.

PETS

1. Only owners will be allowed to have pets on the premises. Owners may have up to 2 pets, as per our Association documents.
2. Pet owners must manage their animals responsibly and are responsible for keeping their pets quiet. Pedestrians within the Property who are accompanied by pets must have a pet under the pedestrians' direct control by use of a leash not to exceed 10 feet in length.
3. The Owner shall promptly pick up and appropriately dispose of all pet refuse and waste.
4. Animals must not be left unattended on the balconies, walkways, or any Common Area. Pets are not permitted to run at large at any time.
5. Owners may not alter balconies or build animal pens on the property.

COLLECTION POLICY

The penalties for late payment of dues and assessments will be as follows:

<u>30 days delinquent</u>	Delinquency statement to owner noting that late fees/interest will be added (\$20 late fee for each thirty (30) day period, plus 1.5% of the monthly dues to be added beginning at sixty (60) days).
<u>60 days delinquent</u>	Disconnection of cable TV plus letter to owner showing late fees/interest as outlined in the Association's Covenants and stating intent to turn account over to an attorney for collection. All legal costs are the responsibility of the unit owner. Starting cost is \$300.
<u>90 days delinquent</u>	Attorney will send a demand letter giving owner 15 days to respond. If no response, attorney will initiate foreclosure proceedings on behalf of the HOA at 105 days.

ENFORCEMENT AND PENALTIES

1. Unit Owners shall be responsible to inform occupants, renters, management companies, trades people, contractors, and workers of the content of these Rules and Regulations.
2. Owners shall be responsible for the actions of their tenants and guests. Any damage to the general common areas or common personal property caused by an Owner, member of an Owner's family or his guests, or his tenants, shall be repaired at the expense of the Unit Owner.
3. The Board of Directors in its sole discretion shall resolve situations not covered by these Rules and Regulations.
4. Violations of these Rules and Regulations, as well as violations of the Declaration, Bylaws, or Adopted Policies and Procedures of the Timberline Cove Condominium Association shall subject the Unit Owner to the following penalties at the discretion of the Board of Directors:

PENALTY FOR VIOLATIONS:

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1 st Offense:	A warning notice to have a violation corrected within ten calendar days.
2 nd Offense:	\$50 assessment against condominium unit.
3 rd Offense:	\$100 assessment against condominium unit
4 th Offense:	\$150 assessment against condominium unit
5 th and Subsequent Offenses:	\$200 assessment against condominium unit

5. Owners notified of a violation shall have thirty (30) days from the postmark date of any notification to file a written protest and shall have the right to appear in person, by a representative or written response, to the Board of Directors in care of the Management Company. The Board of Directors shall direct the Management Company which appropriate action to take.
6. The decision of the Board of Directors shall be final. All fees, charges, fines, and penalties imposed by the Board of Directors and all costs incurred by the Timberline Cove HOA in enforcing these Rules and Regulations, the Declaration and Bylaws, shall be considered assessments enforceable against the Units and the Unit Owners.
7. The Board of Directors 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.