RULES AND REGULATIONS

Applicable to all owners, occupants and visitors

Adopted April 6, 2020

HELPFUL CONTACT INFORMATION

FIRE, POLICE, MEDICAL EMERGENCY 911

EMERGENCIES AND PROPERTY MANAGEMENT.

- IN CASE OF MEDICAL, FIRE, POLICE, OR OTHER EMERGENCIES, CALL 911.
- Non-emergency calls, such as transients or dangerous animals at large, please call the Frisco Police Department at 970-668-8600.
- Property management emergencies, call Summit Resort Group at (970) 470-5252 or (800) 944-9601.

Property management emergencies generally consist of leaking pipes, no hot water, or no heat. If your call is a property management emergency, make sure that you relay that you need immediate assistance.

ASSOCIATION'S PROPERTY MANAGEMENT AGENT

SUMMIT RESORT GROUP

800-944-9601 970-468-9137

24/7 Emergency Property Management Issues

Property Administration, Accounting and General Property Maintenance

3550 Lake Dillon Drive, Dillon, CO 80435 Info@srgsummit.com

Kevin Lovett President, Summit Resort Group

TOWERS AT LAKEPOINT ASSOCIATION EXECUTIVE BOARD TowersBOD@gmail.com

DILLON TOWING AND RECOVERY 1-970-468-2907 or Toll Free 1-800-748-2647

RECYCLING Free recycling is available the Frisco Recycling Center in the County Commons, off highway 9 and CR 1004 at the south end of Frisco, as well as in single-stream receptacles all around town; no glass or plastic bags. Walmart and grocery stores recycle plastic bags. Paint may be recycled at Sherwin Williams. Items not allowed in the trash may be taken to the Summit County Landfill. Please check local websites for details.

UTILITY SERVICE NUMBERS

- XCEL ENERGY (800) 895-4999 or visit their website at www.excelenergy.com
- CENTURYLINK (LOCAL PHONE SERVICE) (970) 797-4930 OR (800) 261-1961
- COMCAST (XFINITY) CABLE & INTERNET (800) 934-6489

April 15, 2020

Dear Towers at Lakepoint Owner:

We welcome you to the Towers at Lakepoint and hope you will enjoy this property and the area. As with any community, we have certain Rules and Regulations which promote harmony and help observe the rights of all.

Enclosed you will find the revised Rules and Regulations that were discussed at the meeting of April 6, 2020. They were approved by the Executive Board and adopted on April 6, 2020. We urge you to read them thoroughly as soon as possible. We also urge you to read the other governing documents.

Most of the rules are basically the same rules and regulations that have been in effect for a number of years, and are included in this document to provide a more consistent resource for owners and their guests. New or significantly revised rules of particular note include rules on parking – including limits on the number of vehicles, parking permit requirements, and requirements to move vehicles for snow removal, document requests for transfer of ownership, and leasing of units at the Towers. In addition, forms are provided for Owners use for various administrative processes and a complete list of other legally governing documents. The new rules and changes are a result of the Executive Board's responsibilities to protect the property and rights of all the owners and residents.

THESE RULES AND REGULATIONS ARE EFFECTIVE MAY 1, 2020.

The Executive Board welcome your input and look forward to your attendance at future Board meetings and Owner meetings.

Sincerely,

Robin Sims President, The Towers at Lakepoint Association

RULES AND REGULATIONS

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INTRODUCTION. ADOPTION AND AMENDMENT PROCEDURE

Pursuant to Article V of the Bylaws of The Towers at Lakepoint Association, the Owners will constitute the Association, who will have the responsibility of administering the Property through an Executive Board. Included in the responsibilities of the Executive Board are the duties to administer and enforce the covenants, conditions, restriction, obligations and all other provisions of the governing documents and to establish, make and enforce compliance with such reasonable rules 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.

As required by Colorado State Law, the Executive Board adopted a Policy Regarding the Adoption and Amendment of Policies and Rules on August 7, 2014, which clarifies the Executive Board's authorities, and requires rules to be adopted at a meeting of the Executive Board, and requires notice of the adoption, amendment or repeal of a rule to each Unit Owner by mail after adoption.

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

SECTION 1. GENERAL PROPERTY RULES

A. <u>Access</u> Common sidewalks, driveways, entrances, and passageways shall not be obstructed or used for any other purpose than ingress and egress. Personal property or pets shall not be left or stored on the Common Elements.

B. <u>Barbeque Grill</u>

- 1. The grill is for the use of all Towers owners and guests.
- 2. A Unit key is required to access the natural gas valve.
- 3. Instructions for access and operation of the grill are available to all Unit Owners on the Association's website.
- 4. Please clean up the grill and lock the natural gas access door when finished.
- **C.** <u>Building Access Codes</u> Building access codes are changed periodically. Notice is given to all Owners at least seven (7) days prior of new access codes by Property Management Agent personnel.

D. <u>Common Property</u>

- 1. Storage of any kind is expressly prohibited on or in any Common Property unless the area is expressly designated for such purpose.
- 2. The Unit Owner is responsible for his own conduct, and that of his/her tenants or guests. It will be the Unit Owner's responsibility to understand and observe all regulations, and to enforce rules and regulations with tenants or guests.
- Any damage to or alteration of the Common Element of the Property caused by any Unit Owner, tenant or guest shall be the responsibility of such Owner and the Owner shall be assessed for the cost of repairing such damage or restoring the altered Element.

E. <u>Deliveries</u>

- 1. **Entrances and Exits**: Exterior doors shall not be propped open except during active entrance and exit through said doors.
- 2. **Delivery of Large Objects**: All Unit Owners and tenants must arrange for elevator padding at their own expense if large objects are to be moved in the elevators. Elevator weight restrictions are noted inside the elevator. Overweight and oversized objects must be moved using the exterior stairs.
- 3. **Building Access for Delivery Personnel:** Building access codes may be provided as part of the delivery instructions only to trusted delivery services.

- **F.** <u>Elevators</u> No one shall unnecessarily hold or otherwise interfere with the normal operation of the elevators.
- **G.** <u>Fire Suppression System and Sprinklers</u> Fire suppression sprinklers and smoke detectors in units 201-708 are connected to the property-wide fire suppression system. No action to render sprinklers or smoke detectors inoperable is allowed. No items of any type or size may be attached to or hung from any fire suppression sprinkler or smoke detector.
- **H. <u>Fireworks</u>** No fireworks of any kind are permitted on the Property.

I. Garages

- 1. Except when entering and exiting the garages, garage doors must be kept closed, to present an attractive appearance to the Property, to prevent unauthorized access to the buildings, and to prevent interior water pipes from freezing during cold weather.
- 2. Car engines shall not be left running while the vehicle is parked in a garage.
- Rental of unused garage space by one Unit Owner to another Unit Owner is permitted with approval by the Executive Board. Rental of garages to nonowners at the Towers is not permitted.
- 4. The attachment of any items to garage walls, pillars or roof is not permitted without application to and approval by the Executive Board.
- 5. See also detailed rules and regulations for Parking and Authorized Vehicles in Section 2.

J. Garbage/Trash

- 1. Receptacles in the lobby area are for walk-in/out guests only, and are not for the bagged trash, pet refuse or smoking waste.
- 2. All household trash shall be placed in durable plastic bags and secured tightly, placed in the dumpster, located in the rear parking lot in the enclosed building, and the doors to the trash building should be closed properly upon leaving the enclosure.
- 3. All trash must be contained in the dumpster and not extend above or beyond the dumpster walls. No garbage or refuse may be placed outside of the dumpster in the Trash Garage or any other common areas.
- 4. Only household refuse shall be disposed of in the trash dumpster.

- 5. All persons, including housekeepers, shall keep trash in their possession at all times and shall not drop trash or any other item from balconies. All garbage shall be kept from public view and disposed of with reasonable promptness.
- 6. Disposal in the dumpster of over-sized items, construction waste, electronics, paints, combustible materials, toxins and other trash that requires special processing at the landfill is prohibited. Please make arrangements with Property Management Agent personnel if you need to dispose of such items. Owners will incur all charges related to those disposals.
- 7. Recycling is available at various local free drop-off centers.

K. Grills/Fires on Decks and Balconies

- 1. No natural gas, propane, electric or charcoal grills may be used on any private deck in the north or south Towers buildings, including Units 201-708.
- 2. Propane or electric grills may be used on the private decks for Local Housing Units (LHU, Units 1-6); however no food smoking or grilling with wood chips is allowed.
- **L. Hot Tub** The access code to the hot tub area is the same as the access code to the lobby. See Hot Tub Rules and Regulations in Section 3.

M. Lobby

- 1. Golf spikes, ski boots, snow shoes, crampons, and similar footwear are not permitted to be worn in the lobby.
- 2. Bicycles are not permitted in lobbies nor may be ridden or wheeled through the hallways.

N. Noise Levels and Quiet Time

- 1. Quiet time is 10:00 PM to 8:00 AM. Please be considerate of others and keep noise levels to a minimum during these designated hours.
- 2. Occupants may not disturb the quiet enjoyment of any other occupant in the building at any time. Excessive noise in the building or adjacent grounds which may disturb the occupants of other Units is not allowed; including unreasonable noise levels from TV, radio or stereo equipment. Town of Frisco ordinances for noise and other behaviors will be strictly enforced.

O. Parking Parking at the Towers is extremely limited and strictly controlled by the Association using marked parking areas, authorized parking permits, and a combination of vehicle wheel "booting", owner fines, and vehicle towing at the vehicle owner's expense when violations occur. See detailed rules and regulations for Parking and Authorized Vehicle in Section 2.

P. Pets

- 1. Unit Owners are allowed two [2] household pets per Unit. Guests or family members staying 2 weeks or less are allowed to have one [1] pet on the Property; however, only three [3] pets per unit are allowed at one time.
- 2. Tenants, including short term and long term tenants, are not allowed to have pets in residence or on premises at any point in time.
- 3. The pet relief area is located near the dumpster in the rear of the building. Pet owners shall promptly pick up and dispose of bagged pet refuse and waste in the trash dumpster.
- 4. All pets must be leashed and kept under the pet owner's control at all times while on Common Area Property.

Q. Property Management and Maintenance Access of Units

The Association's Property Management Agent is authorized to access any Unit to make emergency repairs or to perform the duties and functions of which the Association is obligated or permitted to perform, including Unit inspection or other maintenance of the Common Elements of the Property. Property Management Agent personnel will provide advance notice when possible, and will always knock and announce before entering a Unit.

R. <u>Security</u>

- 1. If any suspicious activities are observed, notify the Town of Frisco police immediately. Document any vehicle license plate numbers or other identifying information you observe.
- 2. Do not open exterior doors for others without first identifying who is seeking entrance to the building.
- 3. Never leave any locked exterior door propped open.
- **S. Smoking** Smoking or vaping *of any substance* is prohibited in any Common Element area of the Towers complex, including but not limited to lobby areas, meeting room, hallways, elevators, exterior balconies or walkways, hot tub and surrounding area, parking lots and driveways. Smoking waste, including cigarette butts, cigar butts, etc., shall not be discarded on any Common Element areas of the Towers.

T. <u>Snow Removal</u> The Towers at Lakepoint is located in a high altitude mountain community, and is subject to alpine conditions more than half the year. Be prepared for snow and ice, both on the ground and parking surfaces and falling from buildings. Use caution on interior floors and stairs, as they may be wet and slippery due to melting snow and ice, and on exterior halls and stairs that may have snow accumulations. Please wipe your feet on entry rugs to help minimize this condition.

Snow removal occurs once daily when more than three (3) inches of snow has fallen since the last removal.

U. Storage Closets

- 1. Storage closets are for the exclusive use of the Unit Owner to whom the closet is assigned. For Units 201-708, each Unit is assigned one Limited Common Element closet for use of the Unit Owner only.
- 2. Storage of gasoline or any other flammable material is not permitted. Storage of explosives, ammunition, firearms or any other item that is potentially harmful or hazardous is not permitted.
- 3. Storage closets must be kept locked at all times. The lock must be provided and maintained by the Unit Owner.
- 4. Any item found outside of the storage closets in corridors will be disposed of by maintenance personnel without notice.
- 5. The Association shall not be liable for any loss or damage to articles left or stored in any Unit or Common Element, including storage lockers.

SECTION 2. PARKING AND AUTHORIZED VEHICLES

Parking at the Towers is very limited, especially during high-occupancy periods such as holidays, or periods where snow must be stored on or around the parking surfaces. The Towers consists of 62 units, and off-street parking is limited to a maximum of 112 spaces (including 56 garage spaces, 32 dedicated spaces outside of garage doors, 4 handicap accessible spaces, and 30 undesignated spaces, assuming that no snow is stored on the parking surfaces). The Towers and many of its parking surfaces are located adjacent to wetlands that feed into Dillon Reservoir, a protected wetland system. Accordingly,

A. Vehicle Requirements

- 1. Oversized vehicles, such as large trucks [over 20 feet in length or over one ton], recreational vehicles such as boats, motorhomes, camper shells, horse trailers, and other trailers are prohibited from parking in the parking lot except for temporary loading and unloading. Prohibited vehicles are subject to being towed unless prior approval has been obtained from the Executive Board. Maximum time for loading or unloading with Executive Board approval is 24 hours.
- 2. Vehicles must be properly maintained. All vehicles must display valid license plates and be in operable condition. All vehicles shall meet local noise and emission requirements.

B. Assigned and Unassigned Parking

- 1. Each Unit, except Local Housing Units, has one dedicated garage space. Unit 705 has one additional dedicated garage space. Garage spaces are Limited Common Elements of the Towers, and as such are Common Elements allocated for the exclusive use of the Owner. These garage spaces may not be leased, loaned, or otherwise assigned to any other party other than the owner, guest or tenant of that Unit without the written approval of the Executive Board. Garage or parking spaces shall not be leased to a party who does not own at the Towers.
- 2. Some Units (32 of 62 units) have an additional assigned parking space located outside of their dedicated garage space, so designated by Unit numbers above the garage door and painted parking stripes. Only an owner, guest or tenant of that Unit are allowed to park in those assigned spaces.
- 3. All remaining parking spaces are unassigned.
- 4. Each Unit is allowed a maximum of two vehicles to be parked overnight at the Towers. These vehicles must be parked in the dedicated garage or assigned parking space, if such spaces are assigned to the Unit. All other parking is in unassigned parking spaces on a first-come, first-served basis.

C. <u>General Parking Rules</u>

- 1. All vehicles owned or operating by any owner, resident or overnight guest parked from 10 p.m. to 8 a.m. in any outdoor assigned or unassigned parking space <u>must</u> display a Towers at Lakepoint Association parking pass in the vehicle, which is to be placed either hanging on the rearview mirror or on the dash and visible from the front windshield on the driver's side.
- 2. Short-term, temporary outdoor parking in unassigned spaces by Unit Owners or their guests is allowed until 10:00 p.m., if space is available.
- 3. Commercial vehicles may park in unassigned spaces so long as such parking is only for the period of time necessary to provide the commercial services requested by a Resident or the Association.
- 4. Parking in a designated "Fire Lane" as established by fire code regulation or "No Parking" area is prohibited at all times. Any vehicle parked in a fire lane may be ticketed by the Town of Frisco and/or towed at the vehicle owner's expense.
- 5. All vehicles are restricted to designated parking areas as identified by the painted parking stripes or garages. See Parking Map. Vehicles may not be parked, maintained or stored so as to obstruct passage of other vehicles on the Property. The parking or operation of vehicles of any type in landscaped areas is prohibited.
- 6. All traffic flow markings and signs regulating traffic or parking on the Property or as designated on the Parking Map in this document shall be strictly observed. All vehicles must be operated in a manner as to assure safety of pedestrians. Speed in excess of 10 miles per hour is prohibited.
- 7. Vehicle maintenance, including changing oil or draining of other fluids, maintenance that required the vehicle to be on blocks or jacks, or any maintenance that renders a vehicle inoperable for more than twelve (12) hours, may not be performed in the parking lots or garages. Vehicle and/or Unit Owners will be held accountable for damage to the asphalt or other surface and for assessments from governing entities as a result of leaking or spilled fluids, including, but not limited to, motor oil, antifreeze, and transmission fluid.
- 8. Vehicles may be required to be moved from assigned and unassigned parking spaces including garages for property maintenance or repair. Owners will be given notice, by phone or email, as far in advance as possible. In emergency situations, vehicles not moved may be towed. Owners may leave a key to vehicles in their unit for emergency situations and may notify the Property Management Agent of the location of the key.
- 9. After three (3) inches of snowfall has occurred, all vehicles must be removed from the outdoor paved parking areas between the hours of 10:00 a.m. and 2:00 p.m. to facilitate snow removal and storage.

- 10. Parking on the Property is limited by the Rules of the Association, the regulations of the City of Frisco, and Association snow removal and other property repair and maintenance requirements. The Executive Board shall have the authority to redirect or restrict the parking of any vehicle to facilitate traffic flow, parking access, property maintenance, snow removal or trash collection.
- 11. Off-site or street overnight parking is governed by the Town of Frisco. See Town of Frisco website and ordinances for off-site or street parking requirements.
- **D.** <u>Enforcement</u> Any vehicle parked in such a manner as to violate these rules may be subject to the enforcement procedures set forth herein, including but not limited to, booting or towing, legal action, fines, etc. 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.

In the following circumstances, vehicles are subject to immediate towing at the vehicle owner's expense:

- Blocking another vehicle;
- Blocking the dumpster;
- Blocking the lobby entrance;
- Parking in a designated parking space in front of a garage dedicated to a specific Towers Unit number without being the owner, guest or tenant of that Unit:
- Parking in a designated fire lane (any area outside of painted parking spots) or blocking access to a fire hydrant.
- Parking outside of paved parking areas.
- Parking in a handicap-accessible space without a permit.

Replacement of an issued Towers at Lakepoint Association parking pass (lost, stolen, broken) will be at owner's expense, assessed at not less than \$50 per pass.

E. Parking Map The parking map on the following page indicates the location of assigned garages (GAR) and parking spaces (as indicated by the Unit number), handicap accessible parking (HC), unassigned parking spaces (UNASSIGN), fire lanes and no parking areas.

PARKING MAP



SECTION 3. HOT TUB USE

The hot tub is for the exclusive use of *Towers Owners, Residents and Their Guests Only*. Approximate temperature of the water is 102 degrees Fahrenheit. All persons using the hot tub do so at their own risk. Owners and the Executive Board are not responsible for accidents or injuries.

Noise from the hot tub carries into all units in the Towers. Please be considerate of disturbing others and be aware that your conversations can be overheard. The hot tub area is fenced and gated. The access code for the hot tub enclosure is the same as the access code for the Towers lobby.

HOURS OF OPERATION:

8am-10pm Sunday-Thursday

8am-11pm Friday-Saturday

HOT TUB RULES:

- Maximum spa occupancy 15 persons.
- No food, glass or animals allowed in the hot tub area.
- Children under age 16 must have adult supervision.
- No children under age 5 are permitted in hot tub.
- No diving, jumping, or running.
- No smoking.
- Elderly persons, pregnant women, small children, people with health conditions requiring medical care should consult with a physician before entering a spa.
- Hot tub immersion while under the influence of alcohol, narcotics, drugs or other medicines may lead to serious consequences and is not recommended.
- Enter and exit the hot tub slowly.
- Please shower before entering.
- Limit your soak to 15 MINUTES. Cool off before re-entry. Prolonged use may result in nausea, dizziness, or fainting.
- Do not enter if water temperature is over 104°F.
- Never use alone.
- Do not use the hot tub if there are problems with or concerns over water level or quality, offensive odor, missing or faulty components, equipment failure, or if there are potential hazards nearby. Notify Property Management Agent personnel immediately.
- Please keep noise to a minimum.
- Please replace hot tub cover after each use.
- Emergency assistance call 911
- 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 use of the hot tub. The Association reserves the right to deny use of facility to anyone not complying with the rules.

SECTION 4. APPEARANCE AND OTHER ADMINISTRATIVE RULES

A. Alterations of Property

- 1. No alterations of any kind may be made to the exterior portions of the building.
- 2. No structural, plumbing or electrical alterations within any Unit that affect the original design of the unit may be made without prior written approval of the Executive Board. Replacement of exchangeable plumbing fixtures and electrical components, such as replacement of light fixtures, sinks or faucets, etc., are allowable without approval. Any other alteration done without written consent of the Executive Board will be immediately returned to its original state at the Owner's expense.
- 3. Please refer to the Listing of Governing Documents for applicable policies, including the Policy for Architectural Review, which includes the application for alterations, information related to the review and approval process, and contractor guidelines that must be signed by the Unit Owner and the contractor.
- **B.** Antennas No satellite dishes, antennas, or devices of any kind to transmit or receive electronic signals, may be attached or mounted to any portion of the Property outside a Unit unless first approved by the Executive Board.

C. <u>Assessments and Collections</u>

- 1. All monthly assessments and any special assessments or other lawful charges of the Association are due and payable on the first (1st) day of each month. Any payment which is received within thirty (30) days after its due date shall not be considered delinquent.
- 2. Any delinquent account or payment of less than the full amount which is due in any given month, shall cause the Unit Owner to be subject to a Service Charge of Twenty Dollars (\$20.00) for each month, which shall be added to the Unit Owner's Common Expenses. Any assessment or other charge not paid within thirty (30) days after the due date shall bear interest from the due date at the rate as established by the Executive Board but not to exceed 21% per annum.
- 3. Unit Owner will be subject to a Returned Item Charge of Fifty Dollars (\$50.00) for any returned payment to the Association, whether due to insufficient funds, account closures or account freezes.
- 4. Unit Owners who are delinquent in the payment of Common Expenses shall be subject to legal action in accordance with the provisions of the Declaration and By-Laws. Once legal action has been commenced, all legal fees and costs will be assessed to the Unit Owner, as required by the Declaration and By-Laws.
- **D.** <u>Association Records</u> As required by law, the books and records of the Association are available for the inspection of Unit Owners for any proper purpose at reasonable times at the Association's office upon 30 days written request.

Executive Board Meetings Executive Board meetings are open to all Unit Owners. The time for Board meetings is determined by action of the Executive Board from time to time, and appropriate notice will be provided to all Unit Owners.

F. <u>Exterior Doors and Screen Doors</u>

- As the building ages, Unit Owners may find a need to replace their exterior front doors or hardware. Exterior doors and hardware are replaced at the Owner's expense with materials that match as close as possible to the original build. See specifications in Section 8 for Rules and Regulations Regarding Exterior Doors
- 2. Screen doors for exterior front doors that open or swing outward, or that slide open over exterior siding, are prohibited. Retractable screen doors are permitted. Frames for any retractable screen door shall match as closely as possible the color of the existing door and building trim. The Executive Board has pre-approved the following retractable screen door as compliant with these rules: "Brisa Retractable Screen Door Sandstone Color."

G. Keys & Locks

- 1. All locks and/or deadbolts on exterior doors must be keyed to the Towers master key. Master keys will be only for the use by Property Management Agent personnel and Executive Board in the performance of their duties, including security inspection, property repairs and property or other emergencies. The master keys will not be provided to or for the use of any vendors, contractors, or other unauthorized persons.
- 2. All exterior door hardware must:
 - a. Be Kwikset compatible.
 - b. Include a dead bolt with grade 1 security
 - c. Be pick-resistant according to UL 437:11.6 and be a one-key mechanism to lock the door and the deadbolt at one time.
 - d. May also be Wi-Fi operated if the hardware also complies with all above rules.
- 3. The Property Management Agent personnel will only assist registered Owners with unit access during normal working hours. After-hour unit access, access by a renter or guest, or key replacements are the responsibility of the Owner.
- **H.** <u>Maintenance Requests</u> All requests for maintenance of Common Elements, including roofs, exterior doors and windows, and mechanical heating and cooling systems, must be made through the Property Management Agent.

I. <u>Meeting Room</u>

- 1. The Meeting Room located on the first floor in the North Tower shall be used only for private, non-commercial, social functions of Unit Owners and for social and business functions of the Association.
- 2. Application for use of the Meeting Room for a private party will be accepted only from the Unit Owner or Resident. The Unit Owner or Resident must be present from the beginning to the end of the function.
- The Meeting Room may be reserved for a private function by submitting a request to the Executive Board. Reservations will be accepted on a first come, first served basis.
- 4. The Unit Owner is responsible to ensure that the Meeting Room is cleaned and left in good condition before 10:00 a.m. of the day following the function. Owners are responsible for all clean-up, including trash removal, floors, etc. If clean-up is not adequate, the owner will be charged for janitorial services based on actual costs.
- 5. Please note that the Meeting Room does not have any water for service or clean up, and cleaning supplies or equipment are not provided.
- 6. The Unit Owner who reserves the Meeting Room is responsible for any damage which is caused to any portion of the Property which is caused by anyone at the function. Any damage to any of the areas in the immediate vicinity of the function shall be assumed to have been caused by a guest at the party, unless the damage has been noted in writing on the application in advance of the time the party begins. Any damage and labor charges necessary to repair the damage will be assessed to the Unit Owner. The Association will not be held liable for damage to any personal property left or stored in the meeting room.
- All Unit Owners or Residents who use the Meeting Room are required to comply with all applicable laws concerning the sale and serving of alcoholic beverages.
- 8. The hours during which the Meeting Room may be used shall be determined by the Executive Board.
- 9. Failure to comply with the above rules may result in denial of further applications to use the Meeting Room.
- **Signs and Advertisements** No signs, billboards, poster boards, or advertising structure of any kind, including but not limited to "For Sale", "For Rent", or similar signs real estate signs, shall be erected or maintained for any purpose whatsoever anywhere on the Property except such signs as have been approved by the Executive Board pursuant to its regulations.

SECTION 5. CLOSINGS AND TRANSFERS OF OWNERSHIP

- A. <u>Closing Document and Processing Fee</u> Upon the sale or transfer of any Unit within the Towers, the Property Management Agent will supply the requested Association documentation for processing loan and closing statements upon request. In each instance of Unit sale or transfer, the Property Management Agent will charge and collect a fee of two hundred dollars (\$200) from the prospective purchaser or transferee. However, in the event a request is made which requires information to be provided in less than thirty (30) days, the Property Management Agent may charge the Unit Owner an additional fee for rush service.
- **B.** Additional Document Fee The Association may charge a fee in the amount of twenty five cents (\$0.25) per page for the cost of copying any additional documents.
- C. <u>Collection of Fees</u> The above mentioned processing and document fees shall be collected and transferred to the Property Management Agent at the time of closing of the sale of each Unit. As per the Declaration of Covenants and the amendments thereto, the Reserve Fund Contribution shall by also collected and transferred to the Association at the time of closing of the sale of each Unit.
- D. <u>Electronic Files</u> The Association allows access to various electronic documents on its website to owners and prospective buyers, including all governing documents, rules and regulations, insurance certificates, recent financial statements and meeting minutes. For access information to those digital files, please contact the Property Management Agent. Access is granted at no cost to any authorized party.
- E. <u>Updating of Owner Information</u> As required by the Bylaws, every person becoming an owner will immediately furnish to the Property Management Agent (as agent of the Executive Board) a copy of the recorded instrument vesting in that person such ownership. Owners shall also provide the Property Management Agent with a completed "Membership Information Survey" within 15 days of closing their purchase of any unit at the Towers. See "Membership Information Survey" on pages 21-22 of this document.

SECTION 6. LEASING OF UNITS

A. <u>ALL OWNERS MUST:</u>

- 1. Comply with state and local requirements relating to short-term and long-term rentals.
- 2. Comply with all Association governing documents relating to insurance coverage.
- 3. For any Unit rented or available to rent:
 - a. Notify the Association through its Property Management Agent that the Unit is available for rent.
 - Provide contact information for the designated responsible agent for all Units available for short term rental (less than a consecutive thirty-day period).
 - c. Provide contact information for tenants for all long term rentals (thirty or more consecutive day period).
 - d. Provide a copy of the applicable rules and regulations, including Sections 1-3 of this document, to all tenants. Tenants should be informed that this information is being provided to them because they are a part of the Association by virtue of their residency and they are obligated to obey the provisions of the documents.
- B. <u>Unit Owners' Responsibility</u> Unit owners are responsible for compliance with all Association Rules and Regulations of their tenants or guests. Enforcement by the Association will be against the Unit Owner. Additional costs borne by the Association directly related to the actions of any tenant or guest will be charged to the Unit Owner. All fines, costs and legal fees will be charged to the Unit Owner.
- C. Requests for Reasonable Accommodation Service Animals and Emotional Support Animals The Association will comply with fair housing laws. If a tenant who has a disability that is not readily apparent requests a reasonable accommodation that includes residence of an assistance animal:
 - 1. The Owner/landlord shall obtain the following from the tenant and provide a copy of same to the Executive Board:
 - a. Written request from the tenant for reasonable accommodation.
 - b. Letter from a doctor or other health professional (a physician, psychiatrist, social worker or other mental health professional), written on the health professional's letterhead and signed and dated, that documents the existence of a disability and the disability-related need for the assistance animal. The documentation is not required to disclose the nature of the disability.
 - **2.** Upon receipt of the above documentation by the Association, the Owner and tenant should consider the request for accommodation to be approved.

SECTION 7. FLOOR COVERINGS

The following rules and regulations have been adopted by The Towers at Lakepoint Condominium Association, Inc. ("Association") Executive Board, pursuant to the provision of C.R.S. 38-33.3-209.5, and at a regular meeting of the Executive Board on November 14, 2016.

Purpose: The Executive Board has adopted the rules and regulations regarding floor coverings to assure harmonious, peaceful, and ease of enjoyment for all occupants at The Towers at Lakepoint.

Every owner has the right of enjoyment as noted in the Declarations section 5.1.

Approval of improvements are covered in section 6.1B in the Declarations:

No owner shall construct any structure or improvements or make or suffer any structural of design change (including a color scheme change), either permanent or temporary, of any type or nature whatsoever to the Common Elements, or construct any addition or improvement on his Unit without first obtaining prior written consent from the Executive Board, and in regard to structural changes, the prior written consent thereto from the Executive Board and in regards to structural changes, the prior written consent of The Town of Frisco.

These requirements pertain to any flooring changes, any penetration of wall, floors, ceilings, inside either the condo Unit or inside garages, and any improvements that would require a permit to be issued by the Town of Frisco.

Sound Transmission: No Unit shall be altered in any manner that would increase sound transmission to any adjoining Unit. This includes replacement of flooring materials, or the penetration of any wall, floor, or ceiling that increases the sound transmission to any other Unit.

Flooring Materials: No change in the type of floor covering materials as originally installed in the Units shall be permitted except with the written consent of the Architectural Review Committee. To maintain the quiet building we enjoy, all Units shall have sound deadening materials except the entry hall, bathrooms, and the kitchen. Flooring in bathrooms, halls, and the kitchen shall be as originally installed or of a material with the same or better acoustical quality and rating as noted below. Other areas are to be covered with carpeting installed over padding, or other materials that provide equivalent insulation against sound transmission as noted below.

All changes to floors must provide for the following sound control properties for both airborne and impact sound insulation.

The impact sound insulation rating of the floor or ceiling assemblies after installation must be Impact Insulation Class (IIC) and Sound Transmission Class (STC) of at least 70dB, and the most desirable would be 72dB or above.

These provisions may be in addition to other specific provisions outlined in this document.

Any flooring materials installed prior to November 2016, which transmit noise not in compliance with this policy, must use appropriate area rugs to deaden the transmission of sound to other Units. If the Executive Board receives a written noise complaint, and that complaint is substantiated, a noise nuisance may be declared and noise abatement must be put into place.

SECTION 8. REPLACEMENT OF EXTERIOR DOORS AND HARDWARE

A. The original exterior doors were: Rigi-Guard insulated steel doors by Johnson Door Products, 24-guage steel, U Value of .15, fire rating of 20-minutes, with no lites (no windows), 1 3/4" exterior doors, solid with smooth finish, painted to color of the total building color scheme.

To ensure the uniformity of the building, any replacement of Unit front doors must be:

- Insulated solid core steel doors
- 24-guage steel
- U Value of .15 or greater
- Fire Rating of at least 20-minutes (90-minutes recommended)
- No lites (no windows)
- 1 3/4" exterior doors
- Installation must be with at least 3 hinges
- Solid core with smooth finish (if other than solid door is requested, prior approval of the BOD is required. No Mission style, barn door, panel plank, eyebrow, molded doors will be approved. No wood doors will be approved. 6panel smooth finish doors will be acceptable.
- Door frames must be painted to match the total building color scheme. If door frame is metal, it must be galvanized steel, have corrosion resistance, and have the proper surface for painting.
- Door sills, must be ADA compliant.
- **B.** Any replacement of ski locker doors must be flush style, a style that matches existing ski locker doors, with at least three hinges, solid core with smooth finish, painted to match, and with a door sill that is ADA compliant.
- **C.** Door hardware, latches and locks for Unit front doors may be replaced with basic hardware similar to that originally installed, or may be replaced with various new locking mechanisms including those manufactured by RemoteLock by ResortLock. Care should be taken to match original hardware to the extent possible to ensure a consistent appearance of the Towers.
- **D.** See also SECTION 4 Appearance and Other Administrative Rules and Regulations, for rules and regulations regarding Keys and Locks.

SECTION 9. ENFORCEMENT OF RULES AND REGULATIONS

Unit Owners shall be responsible to inform occupants, renters, management companies, trades people, contractors, and workers of the content of these Rules and Regulations.

The policies, rules, and regulations are adopted by the Executive Board, pursuant to the authority granted in Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation, and the Bylaws, which are in force. The Executive Board may amend or approve an owner's application for exception to these Rules and Regulations at any time.

A complaint of violation may be initiated by the filing of a written complaint with or by the Executive Board. The complaint shall state the specific provision(s) of the documents alleged to have been violated and as many specifics as are available as to time, date, location and persons involved. The Executive Board then shall determine if the allegations in the complaint are sufficient to constitute a violation of Documents and if action is warranted. Action will include a notice of complaint and warning letter for the first offense, a second warning letter and notice of right to be heard and hearing, and assessment of fines.

The Executive Board adopts the schedule of charges for fines as set forth below for violation of these Rules and Regulations, the Bylaws, or the Declarations. All fines, fees, charges and penalties imposed by the Executive Board and costs and attorney's fees incurred by the Association in enforcing the Rules and Regulations shall be considered assessments enforceable against Condominium Units and Unit Owners pursuant to these Rules and Regulations, the Bylaws and Declaration of Covenants, Conditions, Restrictions, and Easements for The Towers at Lakepoint Association. Each day that a violation continues shall be considered a separate violation.

Violations of the hot tub rules of use, unauthorized access, and disruptive activity will be fined at the following rates.

First Offense: \$100 Second Offense: \$400

Third Offense: Banned Access

All other violations will be addressed as follows:

First Offense: Written Warning
Second Offense: \$25.00 Assessment
Third Offense: \$100.00 Assessment

Subsequent Offense: To be determined by Executive Board

The Executive Board shall have the authority to take any remedial action it deems appropriate in the event of a violation of these Rules and Regulations, the Bylaws, or the Declaration including assessment of charges and penalties, the filing of a lien, filing of an action for injunction or money judgments, or filing of a suit for unlawful detainee. The Property Management Agent shall have the authority to enforce all rules and regulations and submit written warnings, including fines for any defiance by Owners, tenants, or guests, as agreed by the Executive Board.

SECTION 10. FORMS AND OTHER DOCUMENTS

The following forms and other documents are not considered official rules and regulations, but are included here to assist Owners, Property Management Agent, and the Executive Board as they fulfill their responsibilities.

Membership Information Survey

Note to Owners: The Association's Declaration of Covenants, which have been recorded against the Property, provides that all purchasers of Units and/or their tenants, upon acceptance of a deed, agree to be bound by the provisions of the Declaration, bylaws, rules and regulations of the Association.

PLEASE PRINT OR TYPE - USE N/A IF NOT APPLICABLE.

Towers Unit Number:		
Owner(s):		
Last Name:		First Name:
Home Phone:	Cell Phone:_	Email (s):
Last Name:		First Name:
Home Phone:	Cell Phone:_	Email (s):
Primary Contact:		
Billing Address:		City/State/Zip:
Emergency Contact/ Phone	e:	Garage Access Code:
Use of Unit: Primary condo use:	Rental/Short Term	Second HomeRental/Long Term
Rental Management:	Self	Other: Name of company
If your Unit is a rental, pleas management company/resp	•	ring tenant (long-term rental) or term rental) information:
Name(s) (first and last):		
Contact Information Phone		Fmail

Membership Information Survey, page 2

to ma	nformation provided nagement of The T uarded as appropri	owers at Lake	epoint Asso	ciation, and t		•
	ciation to post my e r List that is posted			on to The To one number o	wers at Lake on the passwo	point ord protected
	rs at Lakepoint Ow ail or by regular U		•	-	•	s statements
	I wish to receive n	ny monthly du	ies stateme	nts by regula	r US Mail	
	I wish to receive n please send to the					
						Signed by:
	•					<u>,</u> 20

Membership Voting Proxy

, (print name), owner of Unit, am
a member in good standing of The Towers at Lakepoint Association under the
provisions of the legal instruments of that corporation.
PLEASE NOTE: EACH UNIT IS ALLOCATED ONE VOTE. THEREFORE, CO-OWNERS MUST COORDINATE THEIR VOTES AND RETURN ONLY ONE PROXY PER UNIT.
PLEASE CHECK ONE OF THE FOLLOWING:
1. I grant my proxy to the President of The Towers at Lakepoint Association, (Mail to Towers at Lakepoint Association, Attn: President, P.O. Box 105, Frisco, CO 80443, or email TowersBOD@gmail.com).
2. I grant my proxy to (print name). (If you prefer, please name another individual who will carry your proxy to the meeting to vote on your behalf.)
This proxy, which is executed for the Annual Meeting of The Towers at Lakepoint Association and is scheduled for (insert date here)
THIS PROXY SHALL REMAIN IN EFFECT FOR THIS MEETING ONLY.
DATE, 20
SIGNATURE:

Nomination Application for Executive Board

The undersigned, being a member of The Towers at Lakepoint Association, does hereby submit his or her name as a candidate for the position of Director on the Executive Board of said Association.

The undersigned does hereby certify that he/she is a member in good standing and is the only candidate nominated from the Unit listed below:

Qualifications:		
'		
Statement:		
		
DATED:	, 20	
	Signature of Association Me	mber
Unit No		
Address:		

Document Preparation Fee

Date	:	
То:	Name	
	Address	
Re:	Unit, Towers	Lakepoint, 980 Lakepoint Drive, Frisco, CO
Selle	r:	
Buye	r:	
Docu	ment Preparation Fee	Total Amount Due: \$200.00
must		The Towers at Lakepoint Association. This amount ciation's Property Management Agent prior to obtaining
Than	k you.	
	utive Board Fowers at Lakepoint A	ociation

Document Package for Sale of Unit

INFORMATION NEEDED FOR CLOSING	INFORMATION PACKET FOR NEW OWNER
Statement of Account Balance	Welcome letter
Statement of Resale Contribution Due	Property Management Agent Information
Current Budget and Dues	Current Schedule of Assessments
Current Balance Sheet and Operating statement	Membership Information Survey
Declaration of Covenants and Amendments	ACH Payment Authorization
Bylaws	12 Towers at Lakepoint Association assessment envelopes
Policies	Parking passes
Rules and regulations	Latest newsletter
Certificate of insurance	

Violation Complaint – Witness Statement

PLEASE NOTE: A Violation Complaint must be completely filled out or the complaint will not be considered valid by the Executive Board. After the report has been filed, it may be necessary for you to appear at a hearing. The violator will also be asked to attend this meeting. After hearing this case, the Executive Board will determine if a violation occurred and if a fine should be levied.

Offender's Name:	
Address:	Unit No.
Violation Location:	
Date of Violation:	Approx. Time:
Were any photographs take	en?YesNo
If so, by whom:	
	nis form or forward as soon as possible. Include date taken, and the name(s) of anyone else who was present.
Report submitted by:	
Phone:	Email:
Address:	
cooperate with the Assoc	atements based on my personal knowledge. I will ciation and its attorneys to provide additional statements event of a hearing or trial, I will appear to testify as a
Signature:	Date:

Notice of Violation

Date:	
TO:	Unit Owner
been f	re hereby notified, as the owner of Unit, that a Violation Complaint form has illed out accusing you of violating the Association's Declaration, By-Laws or Rules egulations regarding:
This w	as allegedly violated by
Meetir You ha hearin	xecutive Board will review the violation(s) at our next regularly scheduled Board ag on, 20, at approximately p.m. ave a right to present a defense and evidence regarding this accusation. After g the case, the Executive Board will determine if a violation occurred and if a fine I be levied.
	e be present at this meeting. The Executive Board will proceed on the aforestated with or without your presence.
	Very truly yours,
	THE TOWERS AT LAKEPOINT ASSOCIATION Executive Board

cc: Occupant if rental

Notice of Determination Regarding Violation

DATI	E:
TO:	Unit Owner
in vic	nis day of, 20, the Executive Board found you to be plation of the Declaration, By-Laws or Rules and Regulations of the Association rding:
This	was violated by:
()	The Board has determined that no violation occurred.
()	The Board has determined that a violation has occurred. Accordingly, costs and expenses of enforcement in the amount of \$ have been assessed against your unit and are now due.
()	Damages, expenses and administrative charges in the total amount of \$ have occurred and are now due.
()	Legal expenses in the amount of \$ have been incurred by the Association and are now due.
()	As a result of a second or subsequent violation, we have instructed our attorneys to inform you that legal proceedings will be instituted if further violations occur, and the expenses incurred will be assessed to you.
	Very truly yours,

THE TOWERS AT LAKEPOINT ASSOCIATION Executive Board

Listing of Governing Documents

The following legally executed documents govern all Units at the Towers at Lakepoint.

Document Title	Date Executed
Articles of Incorporation	November 8, 1995
Bylaws of The Towers at Lakepoint Association	1996
Declaration of Covenants, Conditions, Restrictions and	
Easements For The Towers at Lakepoint	January 21, 1998
Condominiums	
Amendment Number One to the Declaration of	
Covenants, Conditions, and Restrictions For The	
Towers at Lakepoint Condominiums – Expansion for	June 30, 1999
Local Housing	
Amendment Number Two to the Declaration of	
Covenants, Conditions, Restrictions and Easements	
For The Towers at Lakepoint Homeowners	December 20, 2000
Association, Inc. – Assignment of Garage	
Employee Housing Restrictive Covenant and Agreement	
Local Housing Units 1, 2, 3, 4, 5 and 6	May 4, 1999
Policy Clarification and Restatement – Damage to Other	February 28, 2012
Units	
Policy Regarding the Adoption and Amendment of	
Policies and Rules	August 7, 2014
Policy Regarding Board Member Conflicts of Interest	August 7, 2014
Policy Regarding Conduct of Meetings	August 7, 2014
Collection Policy	August 7, 2014
Policy Regarding Dispute Resolution	August 7, 2014
Enforcement Policy	August 7, 2014
Policy Regarding Inspection and Copying of Association	
Records	August 7, 2014
Insurance Guidelines	August 7, 2014
Reserve Fund Investment Policy	August 7, 2014
Reserve Study Policy	August 7, 2014
Policy Concerning the Association's Exercise of Right to	
Access Owners' Units	August 7, 2014
Policy Regarding Architectural Review of Unit	November 14, 2016,
Modifications	Amended September
	23, 2019