RULES, REGULATIONS AND POLICIES OF

MOUNTAIN SIDE CONDOMINIUM ASSOCIATION

Revised January 2022

The Mountain Side Condominium Association ("Association") has adopted these Rules, Regulations and Policies ("Rules") pursuant to the Condominium Declaration for Mountain Side Condominium recorded with the office of the Summit County, Colorado Clerk and Recorder ("Declaration") and the Bylaws of Mountain Side Homeowners Association ("Bylaws"), as those documents may be amended from time to time. These Rules are in addition to the General Clubhouse and Pool Rules, and any other rules or regulations, adopted by the Association. All capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Declaration.

1. **Purpose and Scope -** The primary functions of the Association are to manage the Common Elements and enforcement of the Declaration, including adopting these Rules in connection with such management and enforcement responsibility.

2. **Common Elements -** All areas used in common by Owners and occupants ("Occupants") shall not be obstructed or used for any purpose other than access to and from Units or other purposes for which they are intended. Personal property shall not be left in any common area. Any damage to Common Elements or common personal property caused by the owner or his family, a guest, a tenant, or an invitee of a unit owner, shall be repaired at the expense of that unit owner. No work or modification shall be done upon any Common Element without the written authorization of the Board of Managers. No gas line, exterior wiring, television or radio antennae or air conditioning units shall be installed without the written authorization by the Board of Managers. The Association shall have no liability for any loss or damage to any articles left or stored on any Common Element.

3. **Installation of Satellite Dishes** - Installation of satellite dishes one meter or less in diameter shall be coordinated through the Board of Managers with regard to location of the dish and proper installation of the cable. No satellite dishes greater than one meter in diameter may be installed anywhere on the Property. No placement of any satellite dishes on any General Common Element is allowed, except for placement by the Owner on Limited Common Elements appurtenant to that Owner's Unit.

4. **Procedure for Architectural Approval for Modifications to Units -** In order to obtain approval of modification plans, there must be Board review of the following:
    A. Copies of all applications for building permits and inspection for code compliance.
    B. Evidence of Builder's Risk Insurance.
    C. Personal letter of request for modifications by actual owner.
    D. Personal guarantee by owner stating that all work performed will be completed satisfactorily.

E. Upon completion of modification, an inspection by Board members and/or the
F. Managing Agent will be conducted. Owner will be contacted prior to this inspection.
G. Owner must have written or e-mail approval signed by two out of three Architectural Control Committee members before beginning modification.
H. For washer dryer installation, see special instructions, #17 of these Rules and Regulations.
I. If unauthorized remodeling, modification, washer/dryer installation, etc. is brought to the Association's attention, the owner will be given a reasonable amount of time (as determined by the Board) to bring the unit/modifications into compliance. Should the unit owner fail to comply, the Association will arrange for a contractor to do any necessary work and bill the work to the owner.
J. Use of attic space is limited to storage only unless approved by the Condo ACC and the Town of Frisco.
K. Required standards for unit renovations (adopted 2/8/14)
    i. Forced air-furnace system – minimum 91% AFUE High efficiency lamps – minimum 75%
    ii. High efficiency water heater
    iii. Electric – minimum 0.95 energy factor Gas – minimum 9.67 energy factor
    iv. Energy Star appliance throughout
    v. Air movement at all ceilings over 15' (loft units – ceiling fans required) Dual flush toilets or Watersense toilets.
    vi. Programmable thermostats
    vii. No recessed lights in the exterior insulated ceilings Watersense (low flow) shower heads and faucet heads

5. **Noise -** Owners or Occupants shall not make or permit to be made any disturbing noise or do or permit any act which unreasonably interferes with the rights, comforts, or convenience of any other Owner or Occupant. Quiet hours will be strictly enforced after 10:00 p.m.

6. **Notice of Rentals -**The Managing Agent must be notified in writing of all rentals of more that ninety (90) days duration, and the tenant shall execute an agreement to abide by these Association's documents.

7. **Signs and Flags -** No sign, notice, or other advertisement shall be placed in any window, on any deck, balcony or patio, on any Unit, except as set forth in this paragraph.

    A. An Owner or Occupant is allowed to display one political sign per political office or ballot issue with the maximum dimensions of such sign limited to the lesser of: (a) 36" by 48" inches, or (b) the maximum size allowable by any applicable local ordinance that regulates the size of political signs on residential property. Any political sign shall be displayed only in a window of the Owner's Unit and shall not be displayed earlier than forty-five (45) days before an election, or later than seven (7) days after an election day.
    B. An Owner or Occupant may display an American flag in a window of the Owner's Unit, or on any balcony, deck or patio appurtenant to the Owner's Unit, only if the American

flag is displayed in a manner consistent with the applicable sections of the federal flag code and does not exceed 36" by 48".

C. An Owner or Occupant may display a service flag bearing a star denoting the service of the Owner or Occupant, or a member of the Owner's or Occupant's immediate family in the active or reserve military service of the United States during a time of war or armed conflict, on the inside of a window or door of the Unit. The maximum size of a service flag shall be 9" by 16".

8. **Emergency Vehicle Parking -** The Association shall not prohibit the parking of a motor vehicle in the community if the Owner or Occupant of the Unit is required by its employer to have the vehicle at his residence during designated times, and:
   A. The vehicle weighs less than 10,000 pounds;
   B. The Owner or Occupant is a bona fide member of a volunteer fire department, or is employed by an emergency service provider;
   C. The vehicle bears an official emblem or other visible designation of the emergency service provider; and
   D. Parking of the vehicle will not obstruct emergency access or interfere with the reasonable needs of the other Owners or Occupants to use parking areas and driveways within the Project.

9. **Entry of Units -** All entry doors into each Unit will be master-keyed to a master key which is retained by the Managing Agent. No Owner or Occupant shall alter any lock or install a new lock on any entry door into any Unit.
   A. In case of emergency the unit will be entered immediately. A note or form will be left notifying the owner that someone was in the unit and a work order will be entered for that activity.
   B. In very cold weather operations management may enter the unit to turn on the water valves to keep the pipes from freezing; same written procedure as 1.
   C. When an owner makes a legitimate inquiry about a violation of the covenants or rules, a letter will be sent to the owner giving them 2 to 3 days to choose if they want to be present during the inspection; same written procedure as 1.
   D. General inspections of flue, fireplace, etc. If the companies doing the inspections are doing it building by building, owners will be given advance notice – 24 hours; same written procedures as 1.
   E. Leaks will be treated as an emergency. If the leak is not severe such as a sky light, then 24 hours notice will be given; same written procedures as 1.
   F. Painting and staining of the building. Notice will be posted on each unit door stating when staining and painting will occur. It is the owner's responsibility to remove items from the deck or pay the management company to do that for them. Any deck barrier must be removed prior to painting. Painters will work around wood piles or gas grills; same written procedure as 1.3

10. **Garages -** Condo garages are for the parking of an operational licensed vehicle in an assigned spot, and storage of property tagged bicycles in the bicycle racks. No other use is permitted.

A. Assigned Parking Spot - Each Unit is assigned one parking spot for the parking of an operational licensed vehicle ONLY. Any other item will be removed by the management company at the owner's expense. Examples of unacceptable items are weight benches, tires, golf clubs, bicycles, or anything that is not a vehicle. Under no circumstances are construction materials permitted to be stored in the garage, even in an owner's assigned parking space.
B. Vehicles in non-operative condition, left parked for no more than seven (7) days, or unregistered vehicles parked on building grounds shall be towed. Working on vehicles is not permitted except for emergency repairs. Any vehicle leaking oil must be removed and all traces of oil must be cleaned. Failure to do so will result in a fine or other associated charge for clean-up.
C. Bike Racks - Bicycles may be stored on the provided racks in the condo parking garages. Only Bicycles may be stored on racks. Other items such as strollers or golf clubs are not allowed. Bikes must be appropriately tagged with a sticker indicating the unit number of the owner. Stickers can be requested through the managing agent. The Association will periodically inspect the racks and will remove any bicycles that are not properly labeled, or clearly abandoned. Short term renters can use the racks without a sticker for up to seven days. Owners are strongly encouraged to use a strong lock, as the Association is not responsible for the security of bicycles stored in the garage. Bicycle storage on the individual unit decks is prohibited.

11. **Recreational and Commercial Vehicles -** Parking or storage of any mobile home, house trailer, recreational and commercial vehicles or camper, horse trailer, motor home, step van, construction trailer or larger vehicle, boat, extended height van, snowmobiles, motorcycles and their accompanying trailers and commercial vehicles on any part of the property for any period in excess of seven (7) days in a thirty (30) day period is prohibited. The HOA has the right to boot or tow vehicles and/or trailers that are in violation at the owner's expense.

12. **Owner Responsibility -** Owners and Occupants are responsible for the actions of their families, guests, renters, and agents, including rental agents and contractors. Owners shall be responsible for providing keys to friends, renters or persons occupying with direct authority. If a rental agency is involved, it shall be the agency's responsibility to distribute keys to the renter. At no time is management responsible for providing access to Units. Only people who are authorized by an owner or rental agency will be given access to the Unit.

13. **Decks and Patios -** The balconies, decks, windows and patios shall be used only for their intended purpose and shall not be used for open storage or for hanging garments or other articles. No signs, other than those political signs as set forth herein, may be displayed anywhere in or around individual Units. Use of charcoal grills on decks is prohibited; propane and/or electric grills are authorized. Heat lamps are not permitted. No 'open' flames are allowed on the decks or balconies.

14. **No Smoking Rules -** No smoking is permitted on limited and general common elements within 20 feet of any building to include all decks, front and back, and garages.

15. **Bird Feeders -** Only seedless bird feeders are allowed at the Project. No seed-filled bird feeders are allowed.

16. **Fireworks and Firearms -** Fireworks of any kind shall not be stored, carried, ignited, displayed or exploded on any part of the project unless expressly authorized by the Board of Managers in writing. Firearms shall not be discharged anywhere on the project.

17. **Washers & Dryers -** Rules/requirements apply to ALL buildings unless otherwise noted and is required for both new installations and existing ones. Installation of washers and dryers is permitted in all condominium units provided the following conditions are met:
    A. Submit Unit Modification Form to the Board (Not required for washers/dryers installed prior to 3/1/13)
    B. Obtain the applicable permits from the Town of Frisco (plumbing, structure, etc.) and an electrical permit from the County. (THIS REQUIREMENT DOES NOT APPLY TO WASHERS INSTALLED IN I & J BUILDINGS PRIOR TO 3/1/13.)
    C. Washer water lines must be braided metal.
    D. An automatic water shut off valve must be installed on the supply lines (it must be able to detect a leak and shut the water off). THIS REQUIREMENT DOES NOT APPLY TO WASHERS INSTALLED IN I & J BUILDINGS PRIOR TO 3/1/13.
    E. All washers must have a full size "catch" pan to contain minor leaks. THIS REQUIREMENT DOES NOT APPLY TO WASHERS INSTALLED IN I & J BUILDINGS PRIOR TO 3/1/13.
    F. All dryer vents must be cleaned every three (3) years. It is the responsibility of the individual unit owner to schedule the dryer vent cleaning with a third party contractor.
    G. All gas dryers must be vented.
    H. Once a new installation is complete, the Board must be provided with copies of the signed off permits.
    I. Once a new installation is complete, the HOA will arrange for an HOA inspection.
    J. If installation does not meet the Board's requirements, the owner will have 10 days to correct. Should the owner fail to comply, the HOA will arrange for a contractor to rectify any issues and bill the unit owner.

18. **No Modification to Common Elements -** No modification may be made to any Common Elements by the Owner or Occupant of a Unit.

19. **Trash Disposal -** Garbage and trash shall be disposed of only by use of garbage disposal units or by use of common trash and garbage facilities.

20. **Animals -** All animals of non-owners are prohibited. All animals in the Project shall be registered with the Managing Agent. Owners may keep a maximum of two animals per unit. Owners who own and have registered more than two animals per unit with the Managing Agent by March 1, 2003 may keep them subject to the other conditions in this section. In any case, animals in excess of two may not be replaced when they die or are no longer in possession of the unit owner.

A. If any animal becomes a nuisance to the other Occupants, the Owner or person having control of the animal shall be given a written notice to correct the problem, and if not corrected, the owner, upon written notice, will be subject to the existing grievance procedures and penalties, and may be required to remove the animal.
B. Owners having animals assume full responsibility for personal injury or property damage caused by the animal, and each animal owner indemnifies the Association and its agents and holds them harmless against any loss, claim, or liability of any kind of character whatsoever, arising from, or growing out of having an animal in the project.
C. Owners are required to clean up after their animals and place the debris in trash bins.
D. All animals, registered or not, are prohibited from the clubhouse at all times.
E. In accordance with County regulations, all dogs must be kept on a leash and under the control of the owner at all times when they are out of doors.

21. **Liability Insurance -** Each Owner shall obtain liability insurance to have a combined single limit of not less than $500,000 in respect to any one accident or occurrence.

22. **Insurance Claims by Owners -** Subject to the provisions of C.R.S. ' 10-4-110.8(5), as they may be amended, an Owner shall have the right to file a claim against the policy of the Association. The Association's insurer, when determining premiums to be charged to the Association, shall not take into account any request by an Owner for clarification of coverage. In making such a claim against any insurance policy of the Association, the Owner must follow this procedure;
    A. The Owner must first contact the Board in writing regarding the subject matter of the claim;
    B. The Owner must give the Association at least fifteen (15) days to respond in writing, and give the Association a reasonable opportunity to inspect the damage;
    C. The Owner will only be allowed to make a claim if the subject matter of such claim falls within the responsibility of an insurance policy of the Association.

23. **Assessment of Insurance Deductibles -** When the Association, or an Owner, settles a property insurance claim with any insurance policy of the Association, the Association shall have the power to assess the negligent Owners causing the loss or Owners benefiting from the repair or restoration all deductibles paid by the Association. If more than one Unit is damaged by a loss, the Association, in its reasonable discretion, may assess each Owner a pro-rata share of any deductible paid by the Association. Any such deductible shall be levied and collected as an assessment against the Unit of the responsible Owner.

24. **Performance of a Reserve Study -** The Board of Managers may, from time to time and in its discretion, cause a reserve study ("Reserve Study") to be performed for those portions of the Common Elements which the Association is responsible for the maintenance, repair, replacement and improvement of. A Reserve Study may be based upon a physical analysis and/or a financial analysis, as determined by the Board of Managers. The Reserve Study may discuss the projected sources of funding for replacement of the Common Elements, and whether there is a current funding plan in place. The Board of Managers may perform an internally conducted Reserve Study, or may retain a reserve study analyst or specialist to

complete the Reserve Study. Any Reserve Study conducted may be updated at any time at the discretion of the Board of Managers.

25. **Collection of Unpaid Assessments -** (See Responsible Governance Policies adopted 11/15/14)

26. **Conflicts of Interest -** (See Responsible Governance Policies adopted 11/15/14)

27. **Conduct of Meetings -** (See Responsible Governance Policies adopted 11/15/14)

28. **Enforcement of Association's Documents -** (See Responsible Governance Policies adopted (11/15/14)

29. **Association Records -** (See Responsible Governance Policies adopted 11/15/14)

30. **Investment of Reserve Funds -** (See Responsible Governance Policies adopted 11/15/14)

31. **Amendment -** (See Responsible Governance Policies adopted 11/15/14)

32. **Dispute Resolution -** (See Responsible Governance Policies adopted 11/15/14)