

**RULES, REGULATIONS AND POLICIES  
OF  
MOUNTAIN SIDE HOMEOWNERS ASSOCIATION**

**Revised November 2014**

The Mountain Side Homeowners Association ("Association") has adopted these Rules, Regulations and Policies ("Rules") pursuant to the Declaration of Covenants, Conditions and Restrictions for Mountain Side P.U.D. recorded in the office of the Summit County, Colorado Clerk and Recorder and the Bylaws of Mountain Side Homeowners Association, as those documents may be amended from time to time, ("Declaration"). These Rules are in addition to the General Clubhouse and Pool Rules, the Architectural Guidelines of the Association, 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. These Rules are applicable to the Owner or Owners of any Sites, duplexes, or single family homes, as defined in the Declaration, but are not applicable to the Owners of Condominium Units in the Mountain Side Condominium Association.

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

2. Common Recreational Areas. The Common Recreational Areas used in common by Owners and occupants ("Occupants"), including the pedestrian easements, shall not be obstructed or used for any purpose other than access to and from Sites or other purposes for which they are intended. Personal property shall not be left in or on any Common Recreational Area. Any damage to Common Recreational Area or common personal property caused by an Owner or the Owner's family, a guest, a tenant, or an invitee of an Owner, shall be repaired at the expense of that Owner. No work or modification shall be done upon any Common Recreational Area without the written authorization of the Board of Directors. The Association shall have no liability for any loss or damage to any personal property left or stored on any Common Recreational Area. No modification may be made to any Common Recreational Areas by the Owner or Occupant of a Site.

3. Installation of Satellite Dishes. Installation of satellite dishes one meter or less in diameter shall be coordinated through the Architectural Control Committee with regard to location of the satellite dishes and proper installation of the cable. No satellite dishes greater than one meter in diameter may be installed anywhere on the Property.

4. Procedure for Architectural Approval for Modifications to Sites. In order to obtain approval of modification plans, there must be Architectural Control Committee ("ACC") review of the following, in addition to compliance with the provisions of the Architectural Control Guidelines for the Association:

- 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 the record Owner.
- D. Personal guarantee by the Owner stating that all work performed will be completed satisfactorily and in a timely manner.

- E. Upon completion of modification, an inspection by members of the ACC and/or the Managing Agent will be conducted. Owner will be contacted prior to this inspection.
- F. Owner must have written or e-mail approval signed by three members of the ACC before beginning modification.

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 occupant.

6. Notice of Rentals. The Managing Agent must be notified in writing of all rentals of more than 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, or on any Site, except as set forth in this Paragraph, and one standard 2 x 3 real estate sale sign as allowed by the Architectural Control Committee.

- 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 Site 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 Site, or on any balcony, deck or patio appurtenant to the Owner's Site, 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 Site. The maximum size of a service flag shall be 9" by 16".
- D. University flags may be displayed. The maximum size of University flags shall be 36" by 48".

8. Emergency Vehicle Parking. The Association shall not prohibit the parking of a motor vehicle in the Project if the Owner or Occupant of the Site 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 Sites. In the case of emergency originating in or threatening any Site, regardless of whether the Owner is present at the time of such emergency, the Association or anyone authorized by it, as well as fire, police and other emergency personnel, shall have the right to enter such Site for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate.

10. 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, snowmobiles, motorcycles and their accompanying trailers and commercial vehicles on any Site for any period in excess of fourteen (14) days in a sixty (60) day period is prohibited. Owners of Site may not erect, park or store any mobile home, house trailer, tent or shack on a Site.

11. 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 the Managing Agent responsible for providing access to Residential Units. Only people who are authorized by an owner or rental agency will be allowed access to a Residential Unit.

12. 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, except for firewood, or for hanging garments or other articles. Use of charcoal grills is prohibited; propane and/or electric grills are authorized.

13. Bird Feeders. Only seedless bird feeders are allowed. No seed-filled bird feeders are allowed.

14. Fireworks and Firearms. Fireworks of any kind shall not be stored, carried, ignited, displayed or exploded anywhere in the Project unless expressly authorized by the Board of Directors in writing. Firearms shall not be discharged anywhere on the project.

15. Trash. Garbage and trash shall be disposed of only by use of garbage disposal units or by use of common trash and garbage facilities. Owners shall keep their Site free of trash, ashes or refuse. Burning of refuse on a Site, or anywhere on the Property, is prohibited.

16. Landscaping. The following provisions regarding landscaping shall apply to Owners of a Site:

- A. Owners are responsible for mowing their own portions of the berm.

- B. Shared irrigation systems and regular household water use are monitored and billed separately. All owners are required to pay their billed share of the irrigation bill.
- C. The Board of Directors shall solicit bids for landscaping services which will be presented to the Owners of Sites.
- D. Owners shall mow their grass with regularity. If grass or weeds exceed 6", the Board of Directors may send the Owner of that Site a letter indicating that the grass must be mowed within seven (7) days of the sending of the letter. If the Owner fails to remedy the situation within that timeframe, the Association may provide for mowing the Site, with the cost of such mowing to be charged as an assessment against that Owner.

17. Animals. Only Owners and long term renters ("Long Term Renters") are permitted to have animals. Long Term Renters are those renters with leases of six (6) months or greater. Owners and Long Term Renters are limited to having three (3) dogs. Any rental of less than six (6) months is considered short term, and such renters are prohibited from having pets.

- 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 enforcement 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 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 Summit County regulations, all dogs must be kept on a leash at all times and under control of the owner when they are out of doors.

18. 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.

19. 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.

20. 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 Site 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 Site of the responsible Owner.

21. Performance of a Reserve Study. The Board of Directors may, from time to time and in its discretion, cause a reserve study ("Reserve Study") to be performed for those portions of the Common Recreational Areas and pedestrian easements 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 Directors. The Reserve Study may discuss the projected sources of funding for replacement of the Common Recreational Areas and pedestrian easements, and whether there is a current funding plan in place. The Board of Directors 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 Directors.

- 22. Collections. (See Responsible Governance Policies)
- 23. Conflict of Interest (See Responsible Governance Policies)
- 24. Conduct of Meetings. (See Responsible Governance Policies)
- 25. Enforcement of Association's Documents. (See Responsible Governance Policies)
- 26. Association Records. (See Responsible Governance Policies)
- 27. Investment of Reserve Funds. (See Responsible Governance Policies)
- 28. Adoption and Amendment. (See Responsible Governance Policies)
- 29. Dispute Resolution. (See Responsible Governance Policies)

