

**RULES AND REGULATIONS OF
THE SNOWBIRD I, PHASE III HOMEOWNERS ASSOCIATION
REVISED NOVEMBER 2013**

In accordance with Paragraph 14 of the Declaration of Covenants, Conditions, and Restrictions of the Snowbird I, Phase III Condominiums (Covenants), the Board of Directors has adopted the following Rules & Regulations governing the use of General & Limited Common Elements.

All non-resident homeowners or their agents shall furnish a copy of the Association Rules & Regulations to their tenants at the time of executing a lease. The lease shall contain an acknowledgement by the lessee that they have received and read these Rules & Regulations.

Each lease shall contain the specific parking space and/or garage number(s) assigned to that particular unit.

DEFINITIONS

1. As used in these Rules & Regulations, the terms hereafter shall have the following meanings, unless the context otherwise requires:
 - (a) UNIT - as defined in Paragraph 1.(a) of the Covenants.
 - (b) HOMEOWNER - shall mean any owner as defined in Paragraph 1.(b) of the Covenants.
 - (c) GENERAL COMMON ELEMENTS as defined in Paragraph 1.(g) of the Covenants.
 - (d) LIMITED COMMON ELEMENTS as defined in Paragraph 1.(g) of the Covenants.
 - (e) ASSOCIATION - as defined in Paragraph 1.(d) of the Covenants.
 - (f) BUILDING - as defined in Paragraph 1.(e) of the Covenants.
 - (g) PERSON - as defined in Paragraph 1.(h) of the Covenants.
 - (h) CONDOMINIUM UNIT - as defined in Paragraph 1.(J) of the Covenants.
 - (i) PROJECT - as defined in Paragraph 1.(k) of the Covenants.
 - (j) BOARD OF DIRECTORS - as defined in Paragraph 1.(l) of the Covenants.
 - (k) RESIDENT - shall mean any person whose usual place of dwelling is at the Snowbird I, Phase III Condominiums, or any person who, although their usual place of dwelling is not at the Snowbird I, Phase III Condominiums, would be considered a legal resident of an address at the Snowbird I, Phase III Condominiums for purposes of taxation, voter registration, automobile licensing and registration. This would include, but would not necessarily be limited to, members of the Armed Forces of the United States, students at a college or university, etc., but would not include persons who have established a principal residence elsewhere.

8. Excessive noise shall not be allowed at any time. Courtesy /quiet hours shall be maintained before 10:00 a.m. and after 8:00 p.m., i.e. TVs, stereos, radios, clothes washers, dryers, etc.
9. **All gas and charcoal grills and open flame devices are banned from the complex.** Only electric grills may be used or stored on the patio or balcony of a unit.

CLUBHOUSE

1. The Clubhouse shall be for the exclusive use of the homeowners, residents, and tenants of the Snowbird I, Phase III Condominiums. Guests or visitors may use the Clubhouse only at the invitation of and only in the presence of a homeowner, resident, or tenant.
2. The Clubhouse may not be used for public meetings or gatherings; i.e., one at which the number and identity of guests are not known in advance and the purpose of which is purely social. No signs, placards, posters, billboards, etc. will be posted advertising a function at the Clubhouse. The provision of this restriction shall not apply to the function of the Association, its Board of Directors, or Committees.
3. The Clubhouse will remain locked at all times it is not in use. Reserving the Clubhouse for a private function entitles the homeowner, resident, or tenant host and invited guests the use of the Clubhouse only. Hosts and guests at such private functions are not permitted the exclusive use of the swimming pool or tennis court.
4. Private functions being hosted by a resident under the age of eighteen (18) must be under the direct supervision of a responsible homeowner, resident, or tenant over the age of twenty-one (21). Colorado state liquor codes are applicable to any private function held in the General Common Elements.
5. Keys which permit access to the Clubhouse are to be kept in the possession of a member of the Board of Directors, management company, and maintenance personnel. DUPLICATION OF CLUBHOUSE KEYS IS EXPRESSLY PROHIBITED.
6. Any homeowner, resident, or tenant may reserve the Clubhouse for a private function on a "first-come, first-serve" basis, by scheduling such function with the management company.
7. The following rules pertain to all private functions:
 - a. All private functions held in the clubhouse must end by , 10:00 PM.
 - b. **HOMEOWNERS** - A \$100.00 damage deposit in the form of a personal check or money order is required to reserve the clubhouse, payable to the Snowbird I, Phase III Homeowners Association. The rental contract and funds must be in the name of and endorsed by the homeowner scheduling the function. A non-refundable \$25.00 must be paid in advance for the use of the clubhouse.
 - c. **RENTERS** - A tenant scheduling a private function must submit a damage deposit of \$150.000 and \$25.00 usage fee in certified funds.
 - d. The management company, a board member or maintenance staff will inspect the Clubhouse before and after the private function.
 - e. Homeowners, residents, or tenants hosting a private function will be solely responsible for the general housekeeping of the clubhouse and must sign the damage record/checklist provided by the management company. Any

8. Climbing over or under the fence or gates which enclose the pool area will not be permitted.
9. All beverages must be in non-breakable containers. No removable parts of flip-top cans are allowed in the pool area. No food or beverages are allowed in the pool.
10. No pets will be allowed in the pool or pool area. No pets may be tied to the pool fence or trees **outside the pool area**.
11. Guests must be accompanied by their homeowner/resident/tenant host and no more than four (4) guests per unit are allowed at one time.
12. All gates must be locked after entering or leaving the pool area to ensure only homeowners/residents have access to the pool.

TENNIS COURT

1. Courtesy should be displayed at all times when using the tennis court. Players should relinquish the court with one (1) hour or when the set is finished, whichever occurs first, when other persons are waiting to use the court.
2. The tennis court may be used only between the hours of 8:00 a.m. and 10:00 p.m. Quiet should be maintained before 10:00 a.m. and after 8:00 p.m.
3. The tennis court will not be used as a playground or for any purpose other than tennis.
4. The tennis court may not be reserved for private functions.
5. Food and glass containers are not permitted on the tennis court.
6. **Only soft white-soled shoes** are permitted on the tennis court.
7. No pets are allowed on the tennis court.
8. Bicycles, tricycles, skateboards, roller skates, scooters, and other such play equipment will not be permitted on the tennis court.
9. Guests must be accompanied by their homeowner, resident, or tenant host, and no more than four (4) guests per unit are allowed at one time.
10. All doors or gates must be locked after entering or leaving to ensure only homeowners, residents, and tenants have access to the tennis court.

PETS

1. Homeowners shall bear the responsibility for any and all pets residing within their units, including the pets of residents, tenants, guests, visitors, etc. Said responsibility shall include financial liability for any damage caused by these pets, and inconvenience caused by these pets.
2. Any and all pets must be **properly leashed and under the control** of a responsible individual when on any General Common Element of the Project. Pets will not be allowed to roam freely on the General Common Elements at any time. Pets should be kept away from trees, shrubs and plants when being walked on or across the General Common Elements.

11. No boats, trailers, recreational vehicles, or other vehicles of a similar type of nature, not used for primary transportation, may be in any General or Limited Common Element other than a garage.
12. Vehicles in excess of 7 ft. in width and/or double axle will not be permitted to park on the Snowbird complex at any time, with the exception of loading or unloading.
13. Vehicles parked in the visitor spaces that are posted "No Parking Between 1 a.m. and 5 a.m." will be towed without notice during these hours.

ARCHITECTURAL CONTROL

1. No building, fence, wall or other structure shall be commenced, erected, altered, moved, removed or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography, by the Board of Directors of the Association, nor shall any building exterior or improvement be painted, repainted, stained, colored in any manner until the same has been approved in writing by the Board of Directors.
2. If the need for maintenance or repair is caused through the willful or negligent act of any owner, his agent, family, guests or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which owner's unit is subject. This includes all exterior doors, windows and screens.
3. All clothes lines, equipment, garbage cans, wood piles, or storage piles shall be kept within the enclosed balcony or patio area, not to exceed the height of the railing, so as to conceal them from view of neighboring units and streets. Rubbish, trash, or garbage shall not be temporarily left in common areas, shall not be allowed to accumulate and must be removed from the premises. Wood piles on balconies shall not cover more than one-quarter (1/4) of the balcony's floor area, and wood splitting on balconies is expressly prohibited. This restriction is designed to eliminate overloading of balcony supports.
4. No planting, gardening, or altering of the existing landscaping shall be done, and no fences, hedges, walls, balconies or additions to the improvements shall be erected or maintained upon common property except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Board of Directors or their designated representative.
5. No exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the premises, nor upon any structure situated upon the real property, except as may be approved in writing by the Board of Directors.
6. No screen or storm doors, unless approved in writing by the Board of Directors, may be installed on the exterior entrances.
7. No permanent barbeque grills or pits may be constructed on any patio, balcony or common property.
8. No permanent shelves may be erected on the exterior of any unit unless approved in writing by the Board of Directors or their designated representative.

of accused) will be reported to the Board of Directors at the next scheduled meeting or, when warranted, at a special meeting for disposition.

7. The Board of Directors has the right to add, change, or delete the rules as necessary. Homeowners or tenants will be notified of any change(s) via the Newsletter.

FINES

1. Homeowners will be assessed a \$25.00 late charge for association fees postmarked after the fifteenth (15th) of the month in which it is due.
2. After having received a warning of being in violation of any of the Rules and/or Regulations, the homeowner may be assessed a penalty fee of \$50.00 the first time. Subsequent violations of the same rule or regulation will result in fines of one-hundred fifty (\$150.00) for the second offense and fines of three-hundred (\$300.00) for the third and successive offenses.
3. The fine is payable to the Snowbird I, Phase III Homeowners Association. This fine will be due and payable within thirty (30) days. Failure to pay such a fine will result in the suspension of the voting rights and the right to use the recreational facilities by the violator until the fine has been paid. In addition, failure to pay the fine may result in the filing of a lien against the owner of the unit.