

**Ski & Racquet Club Condos, LTD**  
**Rules & Regulations**  
(Revised July, 2002)

These Rules and Regulation are adopted by the Board of Directors pursuant to the By-Laws of the Association.

All Owners and non-owners, occupants, guests, renters, or rental agencies shall comply with these Rules and Regulations.

Recreation Facilities

**Clubhouse**

Pool, Hot Tub, Saunas

The clubhouse, including the pool, hot tub and saunas are for the use of owners, members of their families, their guests and renters only. Guests must be accompanied by an owner or a lessee. All persons 12 years of age and younger must be accompanied by an adult over 18 years of age. The clubhouse and aquatic facilities are open 9:00 a.m. to 9:00 p.m. daily and may only be used during those hours.

There is no lifeguard. All people who use the aquatic facilities do so at their own risk. No diving is allowed.

Glass and food is not allowed in the pool area. Street shoes are not permitted in the pool area. Persons having infectious diseases, open sores, bandages, cuts, casts, or recent vaccinations are not allowed in the aquatic facilities.

All persons are to use the bathroom facilities located in the clubhouse locker rooms. Do not urinate in the pool or hot tub. Children under 3 years of age and babies in diapers are not allowed in the pool or hot tub at any time. All persons using the aquatic facilities must shower before entering the pool, hot tub, or saunas.

Clubhouse rooms other than aquatic facilities may be rented for private use. Reservations can only be made by owners or long-term renter.

Owners may rent the clubhouse for a nonrefundable cost of \$50.00

Non-resident owners may rent the clubhouse for \$100.00, nonrefundable.

Long term renters may rent the clubhouse for \$200.00, nonrefundable.

The aquatic facilities are not included in the rental and are not to be used for private parties.

A refundable \$200.00 damage/cleaning deposit is required at time of rental, and will be refunded when the clubhouse passes inspection after the party. The person renting the clubhouse is responsible for the cleanup, including shampooing the carpet if necessary. Parking for private parties at the clubhouse is in the southwest parking lot to the west of C bldg.

Board members or the resident manager have the authority to ask for the removal of any person from these facilities because of improper behavior or any other reasonable basis.

Board members or the resident manager have the authority to close these facilities at any time because of safety/health hazards or for any other reason.

No dogs are allowed in the Clubhouse at any time.

All equipment is to be turned off after use. Users of these facilities are to pick up after themselves. Damaged or malfunctioning equipment must be reported to the resident manager immediately.

Neither the management company or the Association is responsible for lost or stolen items.

No smoking is allowed in the Clubhouse.

Use of the fireplace is at your own risk. Any fire you construct must be burned out or properly banked before leaving the building. Any damage which results will be charged to the responsible party.

#### Tennis Courts

Those using the tennis courts do so at their own risk. Access to the Courts is with the Clubhouse/Laundry room key. No dogs are allowed on the tennis courts. The courts are first come, first use basis and can not be reserved. The gate must be locked after use.

Skateboards, roller skates of any kind, bicycles are not allowed on the tennis courts. Any damage done to the courts will be charged to the responsible party.

#### Laundry Facilities

Washers and dryers (two in each building) are located in the middle of each building on the ground floor. There are also pay phones in the hallways leading into the laundry rooms. Access is by Clubhouse key. These laundry facilities are for the use of owners, members of their families, their guests and renters only. Please follow the operating instructions exactly. The instructions are on the inside of the lid of the washers. Damaged or malfunctioning equipment should be report to the company operating the machines. The company and the phone number is posted in each laundry room. Tampering with the coin box is illegal and violators will be prosecuted. Please keep the laundry rooms clean at all times. Please turn lights off after use. Keep laundry room door closed at all times. Neither management or Association are responsible for lost or stolen laundry. No smoking is allowed in the laundry facilities. No dogs are allowed in the laundry facilities.

#### Elevators

The elevators are to be used with care and with consideration of others who use the elevators. Anyone found to have caused damage to the elevators will be liable for the costs of repairs. When loading furniture or supplies into the elevator, please have someone hold the door open for you. Do not prop the door open. No smoking is allowed in the elevators.

## Storage lockers

Each condo unit is assigned a storage locker. These lockers are to be used only by owners, their families and/or guests, and long-term renters. Anything stored in any lockers is solely at the user's risk and the management and the Association are not responsible for any damage or loss.

## General Complex

### Fireplaces

Most of the unit fireplaces were converted to gas fireplaces, and only gas fireplaces are allowed.

### Grills

No charcoal grills are allowed. Electric and bottled gas grills are allowed. No exceptions.

### Pets

Only owners of units may keep pets on the property. Renters and guests may not have an animal of any kind. Anyone violating this policy will be fined, and may be charged for any damages which may result from having an illegal pet. The first time a renter or guest is found to have an illegal pet, the fine is \$100. A second offense will be a \$250 fine and a request to terminate the rental. Additional fines and/or a lien against the property will be assessed if the animal remains.

Dogs, and other pets may, present a sanitation problem. They may damage shrubs, trees, grass and flower beds. They can be a potential danger to children and adults and to other animals. Dogs must be under direct control at all times. Ski & Racquet is within the town limits of Breckenridge and is subject to the County and town leash laws. Dog owners are expected to use the designated area, and are expected to clean up after their pet anywhere within the complex. Pets are not allowed on the roofs. If an animal becomes obnoxious to other residents, the Board will give written notice to the owner to correct the problem or to remove the animal from the complex. The fine for disregarding these rules is \$100 the first offense, \$250 the second offense. Additional offenses will come before the Board for determination of consequences.

Those resident owners having more than one dog prior to the vote to limit dog numbers enacted at the annual meeting in June of 2000, may keep their dogs until they sell the unit and move away or until the animal is no longer their pet. No exceptions.

### Parking

Each unit has a designated parking slot under the corresponding building. Two small cars may be parked in each slot, provided the car does not extend past the outer edge of the elevator shaft. If a vehicle extends beyond the elevator shaft, it may be towed at the owner's expense. The driveways must be kept clear for snowplowing and emergency response vehicles. Large vehicles may not park two to a slot if they extend beyond the elevator shaft. Additional parking is available by the Clubhouse, at the east end of the driveway between A and B buildings, on the west side of the C building, and at the east end of the C building. If your vehicle blocks in another vehicle, it may be towed at your

expense. If you park in a slot that is not your designated slot, your vehicle may be towed at your expense. There is no parking allowed on the drive way next to the tennis courts, or between the B and C buildings. These are designated fire zones. No parking is allowed which blocks the entrances to the dumpsters, nor by any sign designating a no parking zone. Violators may have their vehicles towed at their expense. Any oil or other vehicle fluid leak is the responsibility of the owner and is expected to be removed and cleaned up immediately, and at their expense.

Any vehicle parked other than in the designated slot must be moved every 72 hours. Only minor repairs (example: changing a flat) may be done on the complex grounds. Car washing, changing oil, etc. on the complex grounds is not allowed. Recreational vehicles and campers may park in the lot west of the C building for a maximum of 72 hours. Storage of utility trailers, boats, snowmobiles, personal water craft, or other vehicles is prohibited on the property. Large commercial type vehicles are not allowed to park on the property other than when servicing a residence.

### Garbage and Waste

Two dumpsters are provided within the building to the west of building C. These dumpsters are for the use of the owners, guests and renters only. Only household waste is to be disposed of in the dumpsters. The dumping of furniture, used appliances, building materials or other waste is prohibited; Hazardous material is not to be put in the dumpsters. Violators will be fined, and will be charged with the costs of disposal. Nothing that does not fit entirely within the confines of the dumpster may be disposed of in the dumpsters.

Household waste is not to be stored on the balconies, decks or walkways of the complex. The trash cans at the entrance to the elevators are not to be used for household waste.

### Other Rules and Regulations

Any damage to common elements or common personal property caused by the owner, child, guest, tenant, or invitee of a unit owner shall be repaired or replaced at the expense of that unit owner. Unit owners are responsible for the actions of their guests, renters, and agents, including rental agents and contractors.

No outside additions, alterations or changes shall be made upon the exterior wall or upon the general common elements by any resident. Such work is the responsibility of the Association and must be approved by the Board of Directors.

No resident shall post any advertisement, or posters of any kind, in or on any part of the complex except as authorized by the Board. "For Sale" or "For Rent" signs are prohibited. It is prohibited to hang towels, garments, rugs, etc. from the windows, balconies, decks or fences of the complex. Storage of furniture, appliances and other such materials on the balconies, decks, walkways, in parking slots and on driveways is prohibited.

Devices which interfere with TV or radio reception (such as CB radios, ham radios, etc.) are prohibited.

Common areas may not be used for storage of any kind. Common sidewalks, driveways, entrances or passageways shall not be obstructed or used for any other purpose than ingress and egress. Personal property shall not be left in common areas. Walking, climbing, or storage of any kind is not allowed on any roof area.

Quiet hours are 10:00 p.m. to 7:00 a.m. At all times, residents shall not make or permit to be made, any disturbing noise, or to do or permit any act which unreasonably interferes with the rights, comforts or convenience of any other occupant.

All units are to be keyed to the Master Key. It is essential that the resident manager have access to any unit to check for water leaks, fire, or any other situation which may affect the complex or any other units. If you change locks to your unit, you must key the locks to the Master Key system. Failure to do so can result in liability to the owner of the unit. Owners shall be responsible for providing keys to family, 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 will the resident manager or the management company provide access to a private condominium unit. Only those persons authorized by the owner or the rental agency will be given access to any unit. Any damage or expense which results from water flow (e.g. from bath tubs, showers, washers or damaged pipes within a unit) shall be the liability of the owner of the unit where the water originated.

The posted speed limit is 10 miles per hour. The flow of traffic is counter clockwise from east to north to west to south around the buildings. Entering the complex through the exit road is prohibited, and dangerous. Care should be taken when driving in the complex. Watch for adults, children and animals in the driveways at all times. Violators of the traffic rules may be fined.

The Board of Directors and the management company must be notified in writing of all rentals of more than 30 days duration, and the tenant shall execute an agreement to abide by the Association's Rules and Regulations. No more than two persons per bedroom will be allowed in rental units.

Fireworks of any kind are prohibited on the property. Fireworks can not be stored, carried, ignited, displayed or exploded on any part of the complex. Firearms are not to be discharged anywhere on the complex. Violators may be fined.

Any remodeling which will in any way affect the complex is not permitted without prior authorization of the Board of Directors of the Association. There are procedures for architectural approval of modifications to Ski & Racquet Club, LTD which must be followed before any remodeling may proceed.

Complete detailed plans including dimensions and detailed specification, all drawn to scale, including materials to be used, must be submitted to the Board for review.

The name of the contractor and evidence of the contractor's insurance and bond ability must be provided. Copies of all applications for building permits and inspection for code compliance must be provided. Personal request from the owner in writing for the modification must be provided. Personal guarantee by the owner stating that all work performed will be completed satisfactorily within a specified time frame.

Owner must have written approval signed by at least three Board members before beginning any modification. Upon completion of the modification(s), an inspection by Board members and the management company will be conducted.

The Common areas and the recreation facilities therein may be used by the owner, their licensees or invitees pursuant to the Rules and Regulations, provided that their usage shall be at the individual's own risk and responsibility. The Association assumes no liability for, nor shall be liable for, any loss or damage to articles left or stored in any unit or common area.

The Board of Directors has the authority to institute a schedule of reasonable charges against owners or the agents for violation of these Rules and Regulation, the By-Laws, the Declaration and the Articles of Incorporation. Reasonable procedures including notice of alleged violations and opportunity to be heard by a grievance committee shall be implemented by the Board. All fees, charges and penalties imposed by the Board and costs incurred by the Association in enforcing the Rules and Regulations and the By-Laws and Condominium Declaration of the Association shall be charged to the violating owner. Each day that a violation continues after notice shall be considered a separate violation.

The Board shall have the authority to take any remedial action it deems appropriate in the event of a violation of these Rules and Regulation, the By-Laws, or the Declaration, including assessment of charges and penalties, the filing of a lien, the filing of and action for injunction or money judgment, or filing of a suit for unlawful detainer.

The Rules and Regulation are subject to amendment by the Board of Directors.