

**RULES  
AND  
REGULATIONS OF  
1700 SKI TIME SQUARE CONDOMINIUM**

\_\_\_\_\_, 202\_\_

## INTRODUCTION

The amenities at 1700 Ski Time Square Condominium (the “Community”) are designed to provide a pleasant lifestyle. There are numerous opportunities for both private moments and group interactions. As part of the Community, every Owner has both rights and obligations that help define and maintain the unique environment that allows the Community to be home. These rules and regulations (“Rules”) have been thoughtfully written to protect that environment, individual rights, as well as the interests of the community and real estate values.

The Community is governed by the 1700 Ski Time Square Association, Inc., a Colorado nonprofit corporation, (the “Association”) the “Association” described in the Declaration of Covenants, Conditions and Restrictions for 1700 Ski Time Square Condominium (the “Declaration”). The following Rules have been adopted by the Association’s Board of Directors (the “Executive Board”) and all such Rules shall apply to all Owners of Units (as such terms are defined in the Declaration) and their Permittees. Unless otherwise defined herein, each capitalized term shall have the same meaning as set forth in the Declaration.

As used herein, the term “Resident” shall mean any Owner, such Owner’s immediate family members, and such Owner’s Guests, in each case occupying a Unit. The term “Management” or “Managing Agent” shall mean any managing agent(s) retained or employed by the Executive Board, Association staff, and staff of the management agent(s). The term “Visitor” means any person who is not a Resident, whose presence within the Community is approved by or at the request of a particular Resident.

These Rules are in addition to the restrictions set forth in the Declaration. They are intended to serve as a guideline, and are to be interpreted not in the abstract, but with common sense in mind.

Note: Following these Rules does not eliminate the need to review the Declaration and comply with all restrictions contained therein. In addition, the Executive Board has adopted resolutions on certain aspects of governance that may apply.

## RULES AND REGULATIONS

### SECTION 1 ENFORCEMENT, CONSENT AND MODIFICATIONS

1. These Rules may be added to, amended, or repealed at any time by the Executive Board, subject to any Association policies with respect to such action. Any consent or approval given under these Rules by the Executive Board may be revoked at any time; provided, that the Executive Board's approval (or deemed approval) of any completed addition, alteration, construction work or other improvements to Units pursuant to the Architectural Guidelines may not be later revoked.
2. In the event of a conflict between the terms and provisions hereof and the Declaration, the Declaration shall control. In the event of conflict with Applicable Law, Applicable Law shall control.
3. If any provision of the Rules is held to be invalid, the remainder of the provisions shall remain in full force and effect.
4. A violation of these Rules will be enforced pursuant to the Association Documents and Applicable Law.

### SECTION 2 GENERAL RULES - BUILDINGS AND GROUNDS

1. No Obstruction. No walkways, hallways, entrances, elevators and stairways shall be obstructed or used for any purpose other than ingress and egress. No articles shall be placed or allowed to remain in the walkways, hallways, entrances, elevators, and/or stairways, including, without limitation, any skis, ski boots, shoes or other articles of clothing, other than entrance or welcome mats. The sidewalks, driveways and entrances must not be obstructed, encumbered, or used for any purpose other than ingress and egress to and from the Community unless authorized by the Executive Board.
2. Lobby/Entrance Area. The lobby and other Community entrance areas are intended for ingress and egress only. Loitering, congregating, or obstructing these areas in a manner that interferes with the use or enjoyment of the Common Elements by other Residents or Visitors is prohibited.
3. Snow and Mud Control. Residents and Visitors shall make reasonable efforts to remove snow, ice, and mud from footwear and equipment before entering interior Common Elements in order to prevent damage or hazardous conditions. Ski boots shall not be worn in the lobby, elevators, hallways, or other interior Common Elements except when necessary to travel directly between a Unit and the Ski Storage Locker area. Residents are responsible for ensuring that ski boots do not damage flooring or create excessive noise or disruption.
4. Skateboards, Scooters, Bicycles, Rollerblades, Etc. To help ensure the safety of Residents and their Permittees, recreational scooters, skateboards, and other similar objects shall not be used in hallways, on sidewalks or on any of the Common Elements, with the exception of service scooters and/or wheelchairs for disabled or handicapped use. Bicycles may only be parked in area in front of a Resident's vehicle in the Resident's designated Parking Space(s), in the Resident's designated bike locker, or such other areas designated for such purpose by the

Association, subject to availability. Residents are responsible for appropriately securing their bikes and acknowledge that bike parking and storage shall be at the sole risk of the Resident. No such items shall be stored on balconies or terraces. All lithium-ion battery E-mobility devices such as E-bikes, E-scooters and E-wheelchairs must be registered with Managing Agent, and may only be parked in the parking garage. The owner of an E-Mobility Device must be aware of the proper disposal procedures for a Lithium-Ion battery should it show signs of damage, failure or being recalled. No E-Mobility Device is allowed to be repaired or altered on the Premises. Disposal a Lithium-Ion battery must be immediate and off-premises at a proper battery disposal location (**NOT in the Community's trash or recycling containers**).

5. Outside Drying or Laundering. No clothing or other articles of any kind shall be hung in or from a balcony or terrace, windows, Limited Common Elements or the Common Elements.
6. Window Air Conditioners. No window or portable air conditioners of any kind shall be installed in a Unit or on a balcony or terrace.
7. Noise/Odors. Loud, boisterous behavior that disturbs other Residents is prohibited anywhere within the Condominium, including, but not limited to, inside Units and on the Common Elements. Should any loud, excessive or annoying sounds be emitted from a Residential Unit so as to cause complaints to be filed with the Association, the Owner of such Unit shall take all steps necessary to eliminate such excessive noise. Owners are responsible for disturbances caused by their Permittees, pets, etc.

Please respect your neighbors and maintain quiet hours between 10PM and 8AM. Please use common sense and courtesy in regard to voice levels, unnecessary noises and boisterous conduct. This includes, but is not limited to, televisions, radios and/or other sound-emitting devices. Keep the volume at a reasonable level at all times.

8. Improvements and Alterations. Pursuant to Section 10.07 of the Declaration, other than interior wall coverings (including paint) and interior non-structural fixtures, the Plans for any renovations or modifications to the interior of your Unit, together with the name and contact information for the architects, engineers, and contractors, as applicable, that prepared such Plans, must be submitted to the Executive Board in accordance with the requirements of the Architectural Guidelines.
9. Decorations. No entrances, hallways or any other portions of the Common Elements shall be decorated by any Resident in any manner without the prior written consent of the Executive Board. All Owners shall submit such request to the Executive Board for approval in accordance with the requirements of the Architectural Guidelines.

Subject to Applicable Law, holiday decorations visible from the exterior of a Unit may be put up no earlier than the Monday prior to Thanksgiving through the last Sunday in January (the "Seasonal and Holiday Decoration Period"). Any décor that is visible for the exterior of a Unit must be white and non-flashing. No electrical displays are permitted. Holiday or seasonal decorations (garlands) and wreaths are allowed on individual Residential Unit doors facing the hallways only during the Seasonal and Holiday Decoration Period. All such wreaths, garland or other seasonal décor must be either artificial or dried, not live. No nails, tacks or other means of attachment that will in any way damage the surface of the door or

door frame may be used (it is suggested that fishing line attached to a small flat-head nail attached to the top of the door (not the surface of the door) be used to hang wreaths or other door décor). No decorations are permitted to be installed on balconies or terraces.

Any live holiday trees must be wrapped in bags when transporting such trees throughout any Common Elements.

10. Unit Entryway. Unit entry area artwork is not permitted nor is any decoration allowed in hallways or on Unit front doors (except as permitted by, and subject to, Section 2.9 above). Residents are not permitted to install doorbells or door knockers with video technology.
11. Shades/Awnings/Air Conditioners. No exterior shades, awnings, reflective window film, or window guards, shall be installed or used in or about the Common Elements, Limited Common Elements, balconies or terraces other than such items as may have been installed with the original development of the Community.
12. Signs. No Owner shall be permitted to place a sign or flag bearing commercial messages, or any “For Rent” or “For Sale” signs, on the exterior of a building or in the interior of a Unit if visible from the exterior of the building, or on any other portion of the Community, without the prior written consent of the Executive Board. An Owner may place (A) one (1) flag that does not bear commercial messages in a window or balcony of the Owner’s Unit (subject to Applicable Law), the size of which flag may be limited by the Executive Board, and (B) one (1) sign that does not bear commercial messages in a window of the Owner’s Unit, the color, lettering and placement of which may be limited by the Executive Board. The size of such flags and signs shall be limited to a maximum of 36 inches by 48 inches.
13. Electrical Attachments. No lines for electrical or telephone equipment shall be installed on the exterior of the building or on any balcony or terrace nor shall such lines protrude through the walls or the roof of the building or on any balcony or terrace.
14. Maintenance of Unit. Each Owner shall maintain, repair and replace, at its own expense, all portions of any structures and other Improvements contained within the boundaries of its Unit, other than those to be maintained by the Association as set forth in the Declaration, in a good, clean, and sanitary condition. For more information on your maintenance obligations, please refer to the Declaration.
15. Insurance Risk. No Resident shall permit anything to be done or kept in his Unit, the Limited Common Elements appurtenant thereto or the General Common Elements that will result in an increase in, or the cancellation of, insurance for the Community or that would be considered hazardous, flammable or dangerous.
16. Waterbeds. Waterbeds are prohibited.
17. Plumbing. Water closets and other water apparatus (including, without limitation, air conditioning condensation drains) in the Units shall not be used for any purpose other than those for which they were constructed, nor shall any sweepings, rubbish, rags, papers, ashes or any other article be thrown into the same. Any damage resulting from misuse or negligence in the maintenance of any water closet or other apparatus (including, without limitation, air conditioning condensation drains) shall be paid for by the Resident in whose Unit it shall have

been caused. No individual water supply or sewage disposal system shall be permitted in any Unit. Residents are encouraged to require the use of steel braided or burst resistant hoses for all water connections within their Units.

18. Storm Damage. Residents shall close all exterior windows or doors when necessary to avoid possible damage from storms or the elements.
19. Smoking. Smoking is absolutely prohibited in or on all General Common Elements and any Residential Limited Common Elements that are allocated to more than one Residential Unit. Smoking shall be deemed to include the use of smoke-producing or vapor-producing products such as, but not limited to, cigarettes, cigars, pipes, marijuana, hookah, and electronic smoking devices (e.g., vaping). Smoking shall not be deemed to include smoke-producing or vapor-producing products involved with customary cooking, grilling, or other household practices within a Residential Unit or cooking, grilling, or other permitted commercial uses within a Commercial Unit(s) (as defined in the Declaration), or in its or their respective Limited Common Elements.
20. Lighting. No spotlights, floodlights, decorative lights, or other high intensity lighting shall be placed on the exterior of the building, or on any balcony or a patio. No exterior electrical, gas or other artificial exterior lighting shall be installed (including holiday or other decorative lights), other than lighting initially installed by Declarant.
21. Maintenance of Building Exterior and Common Elements. Residents are reminded that maintenance of the Common Elements, other than routine maintenance and cleaning (i.e., sweeping and/or washing) of any patios, balconies, and decks, is the responsibility of the Association. No Resident shall do any painting or decorating of the exterior of the Common Elements or make any other alterations or construct any improvements to the Common Elements.
22. Damage. All damage to the Common Elements caused by the negligence or misconduct of Owners or their Permittees shall be paid for by the Owner responsible. Pursuant to Section 7.07 of the Declaration, the costs incurred by the Association in correcting such damage may be assessed against the Owner.
23. Water. Water shall not be left running for an unreasonable or unnecessary length of time. Residents shall immediately notify the Association of any broken or leaking pipes, water closets, clothes washers or water heaters and any water intrusion into a Unit from the roofs or windows.
24. Storage Space. Personal items cannot be left in or on the Common Elements (other than an Owner's Storage Locker). Nothing shall be stored in a Storage Locker that will result in an increase in, or the cancellation of, insurance maintained by the Association or that would be considered hazardous, flammable or dangerous.
25. Drones. The operation of drones from, within, or above any Common Elements is prohibited.
26. Pest Control (Interior of Unit). Owners are responsible for performing or contracting to have performed such pest control service for their Unit as is necessary to keep Unit free from pest

infestation. The Association provides any necessary pest control service to the Common Elements.

27. Exterior Speakers and Noise. No Owner shall locate, use or place any speakers, horns, whistles, bells or other sound devices on any Common Element.
28. Care of Units. The Owner of each Residential Unit in the Community shall heat such Unit so as to maintain a minimum temperature in the Unit of no less than fifty-five degrees (55°) Fahrenheit from October 1<sup>st</sup> of each year to May 31<sup>st</sup> of the following year in order to minimize any damage that could result from the freezing of pipes, both individual and common, that pass near or through individual Units within the Community. Owners shall not place a load on any floor exceeding the floor load per square foot area which the floor was designed to carry and which is allowed by law or which may constitute a hazard to or may damage the building. Please consult the Managing Agent for such specifications.
29. Carts. Any bell carts are for the convenience and use of Residents and should be returned to the area designated for their storage and availability immediately after use. Carts may not be stored or maintained within a Unit for more than a four-hour period during usage.

### SECTION 3 BALCONIES AND PATIOS

1. No items may be hung from any balcony or terrace or the ceiling, wall or railing enclosing the balcony or terrace, and no items shall be attached to any wall or railing enclosing the balcony or terrace. Bird feeders are prohibited.
2. Wind chimes and other noise-producing items are not permitted on any balcony or terrace.
3. No device of any kind that uses any fuel type other than electricity, including charcoal or gas grills, or wood pellet or other smokers, is permitted on any balcony or terrace. Electric barbeque grills are permitted, subject to Applicable Law and any insurance policies of the Association.
4. No Resident or Permittee shall take and action or construct any Improvement which would result in the enclosure, or use as indoor living space, of any balcony.
5. No shades, awnings, reflective window film, window guards, ventilators, fans or air conditioning devices shall be installed or used on any balcony or terrace.
6. Other than any Declarant offered options, no artificial turf, carpet or other floor covering shall be installed on any balcony or terrace without the prior written approval of the Executive Board. In addition, no Resident shall remove or alter any flooring installed on a balcony or terrace as part of the original construction of the balcony or terrace without the prior written approval of the Executive Board.
7. Seasonal decorations, including lights (decorative or seasonal), are not permitted on any balcony or terrace. Seasonal decorations, including lights, are subject to the provisions of Section 2.9 above.

8. Furniture, furnishings, pots and plants kept and maintained on any balcony or terrace shall be of a neutral color harmonious with and not in conflict with the color scheme of the exterior walls of the building, and must be approved by the Executive Board. A sample (to include fabric and furniture finish) or a picture must be attached to the submittal. No interior type of furniture (sofas, couches, etc.), nor any lightweight (aluminum or plastic) furniture, will be allowed on any balcony or terrace. All furniture and furnishings will be required to be of sufficient weight to prevent it blowing off of any balcony or terrace, whether covered or uncovered. Residents will be liable for damage or injuries resulting from any furniture or other items blowing off or falling from their balcony or terrace.
9. No patio umbrellas shall be installed, kept or used on any balcony or terrace.
10. No spas or hot tubs shall be installed or kept on any balcony or terrace.
11. Residents shall not sweep, mop, throw, or permit items to be swept, mopped or thrown; or allow anything to fall from balconies or windows, including dirt or any other substance or thing. Cigarette butts shall not be discarded off of balconies or out windows. Owners shall be liable for any damages that may occur from such act.
12. Residents are not permitted to allow their pet(s) to urinate and/or defecate on balconies or terraces, and no porch potty, doggie lawn or pet relief station is permitted on a balcony or terrace. No animals shall be left unattended on balconies or terraces. No structure for the care, housing, confinement or training of any animal shall be maintained on the balconies or terraces.
13. No balcony or terrace shall be used as a storage area for items or materials that are not customarily intended for use on a balcony or terrace, such as to store bicycles or exercise equipment. No trash shall be left or stored on any balcony or terrace.
14. Waterproof containers and bottom pans must be used for all plants located on a balcony or terrace.
15. Owners are solely responsible for the regular and periodic maintenance of the plants on their balcony or terrace. Plants shall be maintained in a neat and orderly condition free from overgrowth and dead or damaged limbs. Owners are responsible for replacing any dead, sick or damaged plants promptly.
16. The operation of drones from, within, or above any balcony or terrace is prohibited.
17. Satellite dishes, antennas or wiring shall not be affixed to the exterior of the building. Rather, and only if the same service is not available through a central source within the building, satellite dishes may be affixed on the inside perimeter of a deck, balcony or patio that is a Limited Common Element allocated solely to the Residential Unit as long as they are (i) a standard size, do not protrude from any deck, balcony or patio, (ii) affixed to the deck, balcony or patio in such a way that wind or other elements will not blow or move them around or off the deck, balcony, or patio, and (iii) written notification to the Executive Board is provided prior to any such installation. The foregoing restrictions may be amended at any time to comply with the FCC Over-the-Air Reception Devices (OTARD) regulations.

## SECTION 4 BUILDING EQUIPMENT, ELEVATORS AND STAIRWAYS

1. No Resident shall use or permit to be brought into or stored in the Community any hazardous materials including, but not limited to, flammable fluids such as gasoline, kerosene, naphtha, benzene or other explosive materials or articles deemed hazardous to life, limb or property.
2. Oversized art, safes, stone slabs, large appliances, furniture, or other unusually heavy or bulky items may only be delivered or installed with prior coordination with Management. The Association may require such deliveries or installations to be scheduled in advance, use designated entrances, and comply with protective measures intended to prevent damage to elevators, floors, walls, and other Common Elements.
3. No Resident shall do any act or place any object in their Unit that would create a structural hazard or endanger the structure of the Community. When transporting items in elevator or hallways, users are expected to take reasonable precautions and are responsible for any damage.
4. Stairways are to be kept free of debris and cannot be used for storage.

## SECTION 5 ENTRY AND ACCESS

1. Resident Access. Residents have access to the Condominium and all publicly accessible Common Elements appurtenant to the Condominium unless reserved where applicable or restricted by management and/or the Executive Board, subject to Applicable Law.
2. Access Fob. Two access fobs per Unit are issued at closing in the name of the Owner. Additional fobs may be purchased for a fee of \$35 each or such other amount as determined by the Executive Board from time to time; provided, that no more than 5 fobs will be issued per Unit. This access device will allow Residents to enter the Building through access points. Replacement cost will be \$35 each or such other amount as determined by the Executive Board from time to time. Please report to Management immediately if a fob is lost or damaged so that access codes may be deactivated. Management may conduct an annual fob and transponder audit, and Residents must comply fully with the audit. Any resident who fails to comply, may have fobs and transponders deactivated.
3. Unit Access. The Executive Board or Managing Agent may retain a pass key to each Unit within the Project. This pass key will be secured by the Executive Board or Managing Agent, as applicable. Owners may not change the lock on any door; provided, however, that Owners may change the keying on a lock so long as such keying remains consistent with the master keying schedule. If a lock on any door is changed by an Owner, the Owner shall immediately provide the Managing Agent with a new key. Failure to comply with the requirements of this paragraph could result in forced entry by the Managing Agent and the removal or re-keying of the lock at the Owner's expense
4. Deliveries. All deliveries must be coordinated with Management. Delivery will either be accepted on behalf of the Resident or as authorized by Resident in writing. A temporary access fob will be issued to delivery personnel upon receipt of delivery personnel's driver license so that delivery can be made directly to the Resident.

5. Entrance Doors. Entrance doors are to remain locked at all times. An access reader is located next to entrance doors.

## SECTION 6 RIGHT OF ENTRY

1. In accordance with Section 11.03(b) of the Declaration, except in the case of an emergency, the Association, and all contractors and repairmen employed or engaged by the Association, shall not enter a Unit for the purpose of exercising of any rights of the Association or performing any obligations of the Association without at least twenty-four (24) hours' prior written notice to the Resident. Notice to the Resident may be given by posting the notice on the door of the Unit. If the Owner does not reside in the Unit, notice to the Owner may be given by depositing the notice in the United States mail, postage prepaid, addressed to the address of the Owner as shown on the records of the Association. In addition, an email notice or phone call may be used as an alternative means of providing notice.
2. If due to an emergency, forced entry becomes necessary, none of the Association, its directors, officers, or Management shall be liable for any damage done to the Unit as a result of the forced entry. In exercising the right of entry, the Association shall take reasonable measures to secure the Unit until the Resident is notified of the forced entry.

## SECTION 7 VEHICLES / PARKING / ENTRANCE

1. Parking. The Declaration sets forth certain restrictions, including size limitations, with respect to the Community's parking garage. The Association shall have the right to remove vehicles that the Executive Board determines, in its reasonable judgment, are parked in violation of the Association Documents at the expense of the vehicle's owner or take other appropriate means to see that such wrongful parking is not repeated, subject to Applicable Law. Please see the Declaration for more information.

No portion of the parking garage or any other Common Elements may be used for storage, vehicle repair, construction, or any other purpose inconsistent with these Rules. Vehicle repairs other than emergency repairs to remove a vehicle from the premises are prohibited. Vehicles may not be repaired, cleaned or washed in the parking garage, or on any other Common Elements. Motorcycles and bicycles may be parked in a Parking Space in front of a vehicle, provided that none of the foregoing that are parked in the space may extend beyond the Parking Space.

2. Garage Transponders. One garage transponder will be issued at closing in the name of the Owner for each Parking Space allocated to the Owner's Unit pursuant to the Declaration. Replacement cost will be \$100 each or such other amount as determined by the Executive Board from time to time. Please report to Management immediately if a transponder is lost or damaged so that access codes may be deactivated.
3. Garage Gate Operation. When the access fob activates the reader, the gate will open. Every vehicle must access into the garage individually. DO NOT FOLLOW BEHIND ANOTHER VEHICLE. If more than one vehicle attempts to enter the garage without separately activating the reader, extensive damage may result to both vehicle and the gate. THE ASSOCIATION IS NOT RESPONSIBLE FOR DAMAGES TO ANY VEHICLE CAUSED BY IMPROPER ENTRY INTO THE GARAGE. Those attempting to enter

without an access fob will be responsible for all damages to vehicle and the gate. When exiting, the gate will automatically open as your vehicle approaches the gate.

4. EV Charging and 110 Outlet Use. Residents with electric vehicles must charge the vehicle using an approved EV Charger. Residents will not be permitted to use a 110 outlet for the purpose of charging an electric vehicle. Residents are highly encouraged to contact the management office prior to purchasing a new electric vehicle to ensure a charging station can be installed in the Unit Owner's assigned parking location.

## SECTION 8 RESIDENT USE OF COMMON ELEMENT AMENITY AREAS – GENERAL

The amenities within the Common Elements include: (i) a Fitness/Wellness Studio and (ii) an Outdoor Hot Tub; (iii) an Outdoor Firepit and Play Areas and (iv) a Sauna.

Problems related to the Common Elements should be reported to the Association.

1. Pets. Pets are NOT allowed in interior Common Elements, except the lobby, elevator and hallways as would be required to enter and exit the building and the dog wash station.
2. Clean-Up. All persons using any of the amenities and any other Common Elements must ensure all their trash and debris is deposited in the appropriate receptacles and must restore the area to the same condition it was prior to the event. The Association may charge a cleaning fee for leaving any of the Common Element areas dirty, trashy or messy. Management will determine whether or not the area has been left in an acceptable condition. Should additional cleaning be needed, the Unit Owner is responsible for any charges, which may be assessed against the Unit if not promptly paid.
3. Guests. Residents must ensure their Visitors adhere to all Rules regarding use of any amenities and other Common Elements.
4. Details. Refer to the separate sections of these Rules for more specific details on the use of the various Common Element amenities, to the extent in existence.
  - a. Loud, profane, indecent or abusive language is prohibited. Harassment or physical abuse of any person by another is prohibited. No person's actions shall compromise the safety of another. All persons using Community facilities shall obey all safety rules and shall cease unsafe activity when directed to do so by Management or their agents. No exotic entertainment is permitted.
  - b. Residents are responsible for their Visitors while using Common Elements and facilities. Visitors must be accompanied by the Resident while making use of the Common Element facilities.
  - c. Advertisements or posters of any kind shall not be placed or distributed on or within any Common Elements without the prior written consent of the Association.
5. Hours of Operation: Several amenity areas have hours of operation as listed below.
  - a. Fitness/Wellness Studio: 24 hours/day.

- b. Outdoor Hot Tub: 6 AM to 10 PM daily.
- c. Outdoor Firepit and Play Areas: 8 AM to 10 PM daily.
- d. Sauna: 8 AM to 10 PM daily.

## SECTION 9 HOT TUB AND SAUNA AREAS

Persons using the hot tub and sauna do so at their own risk. The Association will not be responsible for injuries sustained by persons in or about these areas. Anyone using these areas is required to do so in a manner considerate of others and to comply with the following rules for safety, hygiene and prevention of added repair and maintenance costs.

1. Pets are NOT permitted within the area.
2. Glass is NOT permitted in or around the area.
3. Smoking is NOT permitted in or around the area.
4. The total number of a Resident's Visitors allowed in the area may not exceed four (4). All Visitors must be accompanied by the Resident at all times.
5. Management may need to close these areas during certain authorized work activity.
6. Residents and their Visitors must abide by the rules posted or hereafter promulgated and published by the Association. Failure to abide by such rules shall result in forfeiture of the right to use these areas for a period to be determined by the Executive Board. Residents should use discretion in inviting Visitors.
7. Do not use the hot tub or the sauna if you have a communicable illness.
8. Gum is prohibited in the area.
9. No child under fourteen (14) years of age may use the hot tub or sauna unless supervised by an adult who shall be responsible for the safety of the child.
10. Proper swim attire is required. All persons of any age who use diapers are required to wear approved swim diapers.
11. Residents and Visitors using these areas may be subject to a cleaning fee for leaving the area dirty, trashy, or messy. Management will make such determination regarding whether or not area has been left in acceptable condition and whether or not a cleaning fee would be applicable. The Unit Owner is responsible for any cleaning costs incurred by the Association, which may be assessed against the Unit if not promptly paid.
12. Residents or Invitees violating these policies or inappropriately using the area may result in the Unit Owner being subject to a fine and may forfeit the right to use the areas for a period of time as determined by the Executive Board.

13. Management is authorized to enforce the rules and has authority to ask anyone who does not comply to leave the area immediately.
14. Amplified music is not allowed. Music may only be enjoyed through personal music players with headphones. The foregoing limitations do not apply to the Association or Association sponsored social events whereby music may be allowed if approved by the Executive Board.

#### SECTION 10 OUTDOOR FIREPIT AND PLAY AREAS

1. Smoking is NOT permitted in or around these areas.
2. Kegs of any size are not permitted to be utilized in these areas.
3. These areas MUST be cleaned after use and restored to the same condition it was prior to the event.
4. Residents and Visitors using these areas may be subject to a cleaning fee for leaving the area dirty, trashy or messy. Management will determine whether or not the area has been left in acceptable condition. Should additional cleaning be needed, the Resident shall be responsible for such charges, which will be assessed against the Resident's Unit if not promptly paid.
5. Residents violating these policies or in any way abusing these areas may result in the Resident being subject to a fine and may forfeit the right to use area for a period of time as is determined by the Executive Board.
6. Amplified music is not allowed. Music may only be enjoyed through personal music players with headphones. The foregoing limitations do not apply to the Association or Association sponsored social events whereby music may be allowed if approved by the Executive Board.

#### SECTION 11 FITNESS/WELLNESS STUDIO

1. Visitors must be accompanied by the Resident when using the Fitness/Wellness Studio.
2. Pets are NOT allowed.
3. Smoking is NOT permitted.
4. Appropriate attire should be worn at all times. All persons are required to wear fitness attire and appropriate soft sole footwear.
5. The Fitness/Wellness Studio should be used in a manner considerate of others and comply with all the rules for safety, hygiene and the prevention of repairs and maintenance. No conversations on cell phones or other telecommunication devices is permitted. Weights must not be dropped. When another person is waiting to use an aerobic machine, usage limited to 30 minutes. No chalk may be used in the Fitness/Wellness Studio.

6. After use, equipment must be wiped down. Please remove any personal belongings and trash.
7. The Association may promulgate specific rules regarding machine usage and post them in the Fitness/Wellness Studio.
8. The Association will remove any personal equipment placed in the Fitness/Wellness Studio and shall not be held liable for the loss of any personal equipment.
9. Children under fourteen (14) years of age **MUST** be accompanied and supervised by an adult who shall be responsible for the safety of the child.
10. Any Resident who brings their Personal Trainer into the Fitness/Wellness Studio for a training session must ensure that such trainer has a signed Personal Trainer Indemnification and Release agreement and accompanying certificate of insurance on file with the Association. For purposes of this Section, "Personal Trainer" includes someone who is instructing, directing or supervising the exercise of someone else, whether or not compensation is received.
11. The total number of Resident's Visitors in these areas cannot exceed three (3).
12. Amplified music is not allowed. Headphones must be used with all audio equipment.
13. Each individual who uses the Fitness/Wellness Studio (including Residents) *must* sign a Fitness Center Release and Waiver Agreement.

## SECTION 12 VISITOR POLICY

1. Visitors must be accompanied by the Resident when using the Common Element facilities.
2. Damage that occurs while an any Visitor is using the facilities is the responsibility of the Resident.
3. Residents are encouraged and should escort their Visitors from building entrances to their Unit.
4. All Visitors will be required to abide by the Declaration and these Rules, and the Association and Management shall have the power to revoke Invitee's privileges if the Declaration or these Rules are violated.

## SECTION 13 PETS

1. No Resident may have more than three (3) domestic household pets per Unit. A domestic household pet shall mean a dog, cat, or bird of a variety commonly kept as a household pet. Aquarium fish are permitted, subject to the limitations on the size/weight of the tank therefor set forth in these Rules, and the maximum number of pets shall not apply to such aquarium fish. No animals of any kind shall be raised, bred or kept on the Property or within any Unit for commercial purposes.

2. All Residents must comply with all Applicable Law with regard to control and health of pets. All dogs and cats shall have a current license, shots and identification tag. Loose, unattended dogs, cats or other animals without a license or identification tag may be reported to the local Animal Control for pickup.
3. Pets are NOT ALLOWED in the interior Common Elements, except the lobby, elevator and hallways as would be required to enter or exit building. Pets shall not be leashed, chained or tethered to any building, stake, sprinkler, fence, trees or other improvements or landscaping contained within the Community or otherwise left unattended. Pets may not be left unattended on balconies or terraces for an extended period of time. Outdoor pet houses, shelters or enclosures of any kind are prohibited.
4. Owners with dogs are responsible at all times for taking the steps necessary to assure that their dogs' barking does not disturb others. Any repeated or prolonged disturbance by a pet, such as noise, odor, waste or threatening or nuisance activity, may be cause for imposition of a fine on the Owner of the Unit where the pet resides and/or the removal of the offending pet from the Community. Decisions concerning the removal of a pet shall be made by the Executive Board.
5. Pets MUST be CARRIED or on a LEASH while in transit to or from a Unit.
6. Owners shall be liable for any damage to persons or property caused by any pet maintained or kept in their Unit, whether by the Owner or others.
7. Any dog or other permitted pet which has bitten or attacked a person or other animal or any dog or other permitted pet which the Executive Board, in its sole discretion, determines has a propensity to attack persons or other animals or otherwise constitutes a threat to the safety of persons or other animals on the Property or which because of incessant barking or other behavior constitutes an unreasonable annoyance or nuisance to Residents shall be removed from the Community by the owner of the permitted pet within three (3) days after written demand for removal of the permitted pet is given to the pet's owner by the Executive Board.
8. Residents must not allow pets to use balconies, nor shall "doggie potty pads" be permitted, as a substitute for taking the pets outside the building to release bodily excretions. Barking dogs are not allowed on balconies.
9. Owners are responsible for cleaning up after their pets. Any excretions left behind in any of the Common Elements, whether interior or exterior, and not immediately cleaned up by an Owner will result in enforcement action, which can result in fines.
10. During transport, should a pet have a dropping or leakage problem the person transporting the pet must clean the area. Such incidents must be reported to management for additional cleaning.
11. Fish tanks/aquariums weighing more than twenty (20) pounds or in excess of 2.5 gallons must be submitted to the Executive Board for approval.

## SECTION 14 CONTACT INFORMATION

Each Owner shall provide the Association or Managing Agent with current contact information, including a telephone number and email address, and shall update such information promptly upon any change. Owners who do not reside in their Unit on a full-time basis must also provide contact information for a local representative or property manager authorized to respond to emergencies and access the Unit if necessary.

## SECTION 15 TRASH

1. All garbage, trash, and refuse (not recyclable) from your Unit must be deposited into a plastic bag and tied before being discarded with care in the appropriate trash chute.
2. Place all glass bottles (no lids) and all other recyclable items in the recyclable chute.
3. Boxes and packing materials or construction debris may not be put in the trash chute at any time. Boxes must be broken down flat and placed in the main trash room. Please call management if you need assistance disposing of flattened boxes. If packing materials and boxes are left in the hallways, the Unit Owner will be responsible for the costs associated with hiring a contractor to remove this nuisance and fire hazard.
4. No Owner or Permittee shall dispose of or place any furniture, televisions/monitors, or computers in the garbage chutes or trash rooms, or in any trash dumpster.
5. It is the Resident's responsibility to inform their Visitors of these rules.

## SECTION 16 OUTSIDE SERVICE PERSONNEL

1. Residents are responsible for all maintenance, repairs and replacements within their Units. For any building maintenance or Common Element concerns, please inform Management.
2. Residents must arrange directly with outside repairmen and service personnel for other services for their Unit. Residents must arrange payment directly to the vendor –the Association will NOT be an intermediary payer for these services. Vendors must provide proof of insurance to the Executive Board, including General Liability and workers comp, and list the Association and Management as additional insureds. . Owners are required to obtain and retain evidence of insurance from the vendor and provide a copy to the Association. If an Owner fails to require its vendor to maintain insurance and to provide evidence of insurance to the Owner, and the Owner fails to provide evidence of such insurance to the Association, the Owner agrees to indemnify the Association for any claims of personal injury or property damage. Owners are encouraged to consult with their insurance professionals to ensure they have adequate insurance to fund this indemnification obligation.
3. Residents are to notify Management whenever a repairman or service personnel will be visiting their Unit prior to repairman or service personnel arriving on site.

4. Work must be performed by repairmen/service personnel only during the following hours (exceptions may be made for emergency repairs). Management must be notified prior to arrival:

Monday thru Friday                    8:00 AM to 5:30 PM  
Saturday: (“No Noise Work”) 10:00 AM to 5:00 PM

5. No work may be performed on Sundays, Bank Observed Holidays, Holiday Weekends, Thanksgiving week, and the week between Christmas and New Year’s (except for emergency repairs).
6. Residents performing their own work must abide by the above schedule or do work that cannot be heard by other Residents.

#### SECTION 17 RENTAL OF UNITS BY OWNERS

1. All leases are subject in all respects to the provisions of the Declaration and the other Association Documents, including these Rules. Any violation of the foregoing by the Lessee shall be a default under the lease.
2. Any Owner who leases their Unit (including for overnight occupancy) must make copies of the Declaration and the Rules available to the tenant. The Owner shall be liable for any violation of the Declaration or the Rules by the Owner’s tenants or other persons residing in the Unit and their respective Visitors and, in the event of any such violation, the Owner, upon demand of the Association, shall immediately take all necessary actions to correct any such violations.

#### SECTION 18 RESALE OF UNIT

1. Owners selling their Unit(s) must do the following:
  - Provide written notification to the Executive Board authorizing Real Estate Brokers/Agents access to the Unit for sale. Without this written notification NO Real Estate Broker/Agent will be permitted to enter the Unit.
  - Provide written permission for the Association to provide a key and a fob to an authorized Real Estate Broker/Agent.
  - Lockboxes will not be permitted. No lockboxes shall be permitted on Unit doors or any location.
2. All prospective purchasers must be accompanied by a Real Estate Broker/Agent.
3. All Real Estate Brokers/Agents (even if a key has been provided to the listing agent) must check in with Management. Upon verification from the Unit Owner of a scheduled appointment by the listing agent, the Real Estate Broker/Agent may proceed to the Resident’s Unit(s).

4. Owners may provide a key to their designated “listing” Real Estate Broker/Agent to access the Unit. If the Owners elect to do so, then the Owners must notify the Executive Board, in writing, the name of the designated Real Estate Broker/Agent and the real estate company name. No Real Estate Broker/Agent will be permitted to enter a Unit until written notification is given.
5. No Association agent or employee will open a Unit for anyone in connection with the showing of a Unit for sale.
6. No realtor signs, except as required by law, will be permitted within the Community.
7. Open houses must be monitored by the Owner or Owner’s representative. All open house visitors must be escorted at all times, and security of the building must be maintained at all times. Open houses are allowed between 10 AM and 4 PM on Saturday and Sunday only. Open houses, where the invited guests are other licensed real estate brokers but no buyers are invited, are allowed 7 days a week from 9 AM to 2 PM.

#### SECTION 19 MAIL

1. Each Unit has a Post Office Box assigned to it for the receipt of mail.
2. Outgoing U.S. Mail may be deposited in the outgoing mail box located in the mailroom.
3. Domestic mail weighing greater than 16 ounces and International mail and military APO/FPO mail may NOT be placed in the outgoing mail box. Per the U.S. Postal Service this mail must be taken in person to a Post Office.
4. Residents may leave outgoing packages for Fed Ex, UPS, Airborne, DHL and other outgoing carriers with management, provided the carrier is one who picks up packages from management or will pick up packages upon request. Management personnel are not responsible for and will not handle packages for carriers that do not provide pick-up service. The Association will NOT prepare packages for pick-up, and will NOT pay for mailing charges – **Residents MUST arrange direct payment with the carriers.**
5. Unannounced deliveries by UPS, Fed Ex, Amazon, Airborne, DHL, etc., will be held in the package room. The package delivery system will notify Residents that a package has arrived. U.S. postal employees will place a notification in the Resident’s mailbox if the package does not fit into the mailbox and they have left the package with management personnel.
6. Management personnel will not sign for U.S. mail or U.S. mail packages unless the Resident has given written authorization. A Mail Authorization Form is available with management to authorize Association personnel to sign for U.S. mail or U.S. mail packages. (Complete Mail Authorization Form)
7. Neither the Association nor its personnel (employees and/or contracted staff) are responsible for any loss or damage to any property delivered; however, normal care will be given to delivered items while they are in the custody of Association personnel (employees and/or contracted staff).

## SECTION 20 DELIVERIES (OTHER THAN MAIL)

1. Management personnel can accept deliveries for Residents.
2. Residents must notify management personnel of deliveries they have arranged (furniture, food, etc.). Management personnel will require the name of the company, item(s) to be delivered, date and time of delivery.
3. Except in cases of emergency, Management personnel is not permitted to admit anyone into a Resident's Unit without prior authorization. If the Resident will not be present for the delivery, a Vendor Access Form is available with management and must be completed prior to the delivery.
4. Neither the Association nor its personnel (employees and/or contracted staff) are responsible for any loss or damage to any property delivered; however, normal care will be given to delivered items while they are in the custody of Association personnel.
5. Certificate of insurance is REQUIRED from all vendors and moving companies. Failure to secure elevator reservation and provide required insurance will result in refusal of the delivery.
6. Oversized packages, furniture deliveries, and large items must be coordinated with Management in advance. The Association may require that such deliveries be scheduled during designated delivery hours and may require use of designated elevators and protective coverings for Common Elements.

## SECTION 21 ABSENCE OF RESIDENT

1. Management must be informed, in writing, if anyone should be granted access to a Resident's Unit during an absence. If the Unit is to be serviced in any way during an absence or the Resident will be receiving any major deliveries, the Resident must provide the name of the company, the person representing the company (if known), the service to be completed, the date, (if known), and the time of service.
2. Neither the Association nor its personnel (employees and/or contracted staff) are responsible for any loss or damage resulting from authorized access to a Unit.

## SECTION 22 SOLICITATION

1. No Residents or any other person shall be permitted, directly or indirectly to solicit the sale of services, goods, wares, merchandise, real estate or Units within the building.
2. Any door-to-door solicitation for any purpose, including the signing of petitions, is prohibited, except those required to be permitted by law.

## SECTION 23 FIRE SAFETY DEVICES

1. Smoke Detectors. Each Resident must maintain all smoke detectors, alarms and strobes installed in his or her Unit.

2. Fire Sprinklers. All pipes, heads and other parts of any sprinkler system (whether located within or outside of a Unit) are part of the Common Elements and shall be maintained, repaired and replaced by the Association. No Resident shall make any modifications or repairs to, paint or hang anything from any sprinkler system and shall immediately notify the Association of any broken or damaged sprinkler heads or other components of any sprinkler system. Each Resident must take care not to harm, damage or unnecessarily activate any fire sprinklers installed in his or her Unit. Nothing should be stored within eighteen (18) inches of any sprinkler head.
3. Fire Alarm System. Residents and their Visitors are prohibited from tampering with any fire alarm system, which includes smoke detectors, heat detectors, flow switches, tamper switches, etc. Disconnecting any part of a fire alarm system is against the law and will affect the operation of the fire alarm system in the other Units. If a Resident notice anything irregular about the fire alarm system in the building, notify Management immediately.

#### SECTION 24 SKI EQUIPMENT.

1. Skis, snowboards, boots, poles, helmets and other ski equipment shall not be stored or carried through the lobby, elevators, hallways or other interior Common Elements except when necessary to transport such equipment directly to or from the designated Ski Storage Locker area. All such equipment must be stored in the designated Ski Storage Lockers or other areas designated by the Association. No ski equipment may be stored in hallways, entrances, or other Common Elements.
2. Wet ski boots or equipment shall not be worn or carried in a manner that causes water, snow, or debris to accumulate in the Common Elements.
3. The Association reserves the right to remove improperly stored items or items that create safety, sanitation, or operational issues.
4. In the event the Ski Storage Locker facilities are fully occupied by Unit Owners, rental guests or other occupants of Units shall be required to store their skis, snowboards, and related equipment offsite at a designated ski rental shop or other storage facility.

## ARCHITECTURAL GUIDELINES

### SECTION 1: INTRODUCTION TO THE ARCHITECTURAL GUIDELINES

These Architectural Guidelines (“Guidelines”) are designed with the goal of maintaining the aesthetic beauty, and preserving the safety, value and desirability of the Community. By adhering to these Guidelines, which include guidelines and standards for all improvements and sound and noise guidelines, all Residents will benefit from the beauty and enjoyment of the Community.

In accordance with Section 10.7 of the Declaration, prior to making any renovations or modifications to your Unit or the Limited Common Elements appurtenant thereto (other than interior wall coverings (including paint) and interior non-structural fixtures within the Unit), the Plans for any such renovations or modifications, together with the name and contact information for the architects, engineers, and contractors, as applicable, that prepared such Plans, must be submitted to the Executive Board. Any such renovations or modifications that would impair the structural or acoustical integrity of any Unit, any Common Element, or any utilities or other systems servicing any portion of the Common Elements or any other Unit (which shall be determined by the Executive Board in its sole discretion), are subject to the approval of the Executive Board. After receiving any necessary written approval from the Executive Board and complying with applicable government agencies, you may install your improvements or undertake your approved action. Please review these Guidelines prior to completing your submittal for approval to ensure your submittal is complete. In the event of a conflict between these Guidelines and the Declaration, the Declaration shall prevail. The Executive Board may promulgate an Architectural Submittal Form for use in connection with submittals.

Any alteration must meet legal requirements for safety and structural integrity, as mandated by the requirements of the Declaration, Rules, and applicable regulations and codes. Any applicable City permits and/or licenses must be obtained before work can begin.

If, at any time, you have any questions regarding the review process, please contact Management.

### SECTION 2: PURPOSE

These Guidelines are not intended to restrict individual creativity or personal preference, but rather to assure and preserve the value, desirability, aesthetics, and architectural integrity of the Community.

### SECTION 3: SUBMITTAL OF APPLICATION FOR ARCHITECTURAL APPROVAL

**Submittal of Application.** Prior to the commencement of any addition, alteration, construction work or other improvements, you must first submit an Architectural Submittal Form to the Executive Board in accordance with the procedures set forth below. The following is intended to describe some of the improvements which require approval by the Executive Board. Even though a proposed improvement may not be listed below, you should submit an Architectural Submittal Form for your proposed improvement. Note: Architectural approval would not be required for routine service work; however, Section 6 below in regard to requirements for contractors and subcontractors may be applicable depending on the scope of routine service work being completed.

**Executive Board Approval.** Prior written approval of the Executive Board is required for the following proposed improvements to Units:

1. Interior Improvements: Without limiting the requirements of the Declaration, all interior improvements to a Residential Unit below require the approval of the Executive Board.
  - Moving of load-bearing walls
  - Window coverings including draperies, shutters, shades, etc.
  - Plumbing changes
  - Electrical changes
  - Ceilings and columns
2. Electrical, HVAC/Heat and Plumbing: New installations or changes to any originally installed electrical, HVAC/heating or plumbing of any kind, and any work which would result in the penetration of the unfinished surfaces of the ceilings, walls or floors, or that would require core drilling or the movement of or change in any plumbing or electrical Common Element, require the prior written approval of the Executive Board.
3. Exterior Changes or Additions: Changes or additions to any balcony or patio including, but not limited to patio covers, windows, screens, sunshades, awnings, walls, doors, railings and gates, are not permitted. No exterior building penetrations will be allowed.
4. Entry Door Hardware: Owners shall not remove or replace any hardware on any entry doors.
5. Patio and Balcony Furnishings. Furniture, furnishings, pots and plants kept and maintained on any balcony shall be of a neutral color harmonious with and not in conflict with the color scheme of the exterior walls of the building and must be approved by the Executive Board. No furniture, furnishings, pots, plants or other items which extend above the wall or railing of a balcony shall be kept and maintained on any balcony unless approved by the Executive Board. No interior type of furniture (sofas, couches, etc.), nor any lightweight (aluminum or plastic) furniture or furnishings, will be allowed on any balcony or terrace. All furniture and furnishings will be required to be of sufficient weight to prevent it blowing off of any balcony or terrace, whether covered or uncovered. Residents will be liable for damage or injuries resulting from any furniture or other items blowing off or falling from their balcony or terrace.
6. Failure to Obtain Approval: Failure to obtain approval of the Executive Board can result in enforcement action by the Association. Please also remember that a building permit or other permit may be required by the City, or other governmental agencies prior to the commencement of any work.
7. Combining Two Units: If an Owner desires to combine two Units, the Executive Board shall not grant approval of the removal of a demising wall or floor between two (2) or more adjoining Units which are owned by one (1) Owner unless:
  - a. Outside Consultants consisting of both an architect and structural engineer licensed in the State of Colorado have approved the Plans for such Improvements;
  - b. All applicable permits are acquired and submitted with the Plans;

- c. Such Improvements do not adversely impact the structural integrity of the building, do not contain any common utilities, do not affect any other Units, and;
- d. The Plans are otherwise in conformance with the requirements of the Declaration and these Architectural Guidelines. Should future Owners wish to restore the combined Units to their previous state, the stated procedures apply as well.

SECTION 4: ARCHITECTURAL REVIEW PROCESS AND PROCEDURES

Send requests to: 1700 Ski Time Square Condominium Association, Inc.,  
c/o \_\_\_\_\_

Or by email to: \_\_\_\_\_

**Application for Approval.** All applications for any improvements requiring approval by the Executive Board must be submitted in writing (“Submittal Package”), together with the items described below:

**Submittal Package.** The Submittal Package for any improvements (other than patio furnishings and window coverings) must include each of the following:

- Plans showing the location, nature, kind, shape, height and materials, including the color and any other requirements set forth herein, clearly indicating all proposed modifications.
- Floor plans, if a Resident is requesting permission to remove or relocate a wall.
- A proposed construction schedule (including proposed start and completion dates).
- Certificates of insurance (including contractor’s exclusions and proof of valid workers compensation insurance).
- Permits and licenses, if applicable.
- An Application Processing Fee, if applicable, in an amount established by the Executive Board.
- Names, addresses and phone numbers of all architects, engineers, contractors and subcontractors who will work on the project, as well as all Contractor’s license numbers and insurance certificates. (Subject to approval by the Association).

**Note:** *The Executive Board will not be able to review your application unless all required plans, forms, fees and information for your proposed improvement(s) are included in your Submittal Package.*

**Submittal Package for Patio Furnishings and Window Coverings.** For any patio furnishings and window coverings, the Owner shall submit one (1) copy of a picture showing patio furnishings and samples of proposed fabrics and finishes, as well as the weight of each furnishing, or a photo of the proposed window covering and any applicable fabric and liner samples.

### **Submittal Package Review Fees.**

**Outside Consultant/Architect Fee:** The Executive Board may require an Owner to pay any fees, costs or expenses associated with the review and any necessary approval of the Owner's Plans and Specifications by an Outside Consultant or any costs associated with the review of the Plans and Specifications by an Architect, if determined by the Executive Board. Any wall or ceiling changes or other structural improvements that might impair the structural or acoustical integrity of any Unit, any Common Element, or any utilities or other systems servicing any portion of the Common Elements or any other Unit must be approved by a licensed Architect, Sound Engineer and any other person reasonably required to evaluate the design.

**Additional Fees:** Additional fees may be imposed on Owners if determined necessary by the Executive Board, based upon the complexity or scope of the Submittal Package and/or to retain consultants. If such fees are determined necessary, you will be notified by the Executive Board and you will be required to submit the additional fee(s) within ten (10) days of the request.

**Review of Application:** Management, upon behalf of the Executive Board, shall review the Submittal Package to ensure that it contains all of the information required.

If the Submittal Package is complete, the Submittal package will be forwarded to the Executive Board. The Executive Board may determine and notify the Owner that, based upon the proposed Improvements or the complexity of the proposed Improvements, additional review fees will be required. The Submittal Package will not be submitted to the Executive Board unless the Submittal Package is complete and until such fees are paid. Failure to submit a complete Submittal Package and include the appropriate fees with the Submittal Package will constitute an incomplete application, and the application will be returned to the Owner for completion prior to review by the Executive Board.

The Executive Board will review the Submittal Package and will provide written notification whether the requested improvement or alteration is not subject to Executive Board approval, or if requiring Executive Board approval, whether such improvement or modification is approved, approved with conditions, or disapproved, within thirty (30) days from the receipt of the Submittal Package or such additional length of time as it may request, subject to the Owner's consent. If an Owner fails to receive notice of the action by the Executive Board within the 30-day day period, then the Owner shall have the right to deliver a reminder notice. If the Owner fails to receive a response within fifteen (15) days after delivery of the Owner's reminder notice the Submittal Package will be deemed approved.

If an Owner's proposal is not approved, or returned as incomplete, a revised Submittal Package may be submitted.

**Diligence in Construction.** Upon final approval of the Submittal Package, the Owner shall promptly commence construction and diligently pursue completion of the construction in conformance with the construction schedule.

**Damage Deposit.** The Executive Board may require an Owner to submit a refundable damage deposit. The damage deposit will be refunded provided there is no damage to any Common Elements or any other Unit within the Community, as determined by the Executive Board upon

completion of the inspection below. If any damage exceeds the deposit, the Unit's Owner is responsible for any charges.

## SECTION 5: GENERAL CONDITIONS

Approval by the Executive Board does not constitute waiver of the requirements of any governmental agencies. Architectural approval of Plans does not constitute acceptance of any technical or engineering specifications and the Association does not assume any responsibility for such. The function of the Executive Board is to review submittals for architectural design of Improvements, placement of Improvements, color schemes, finishes and materials and similar features which are recommended for use in the building. All technical and engineering matters are the responsibility of the Owner. In addition to the restrictions set forth in the Declaration and the Rules, each Owner shall also comply with the following restrictions and guidelines.

1. Building Permits. Building permits may be required for certain Improvements or changes. The applicant shall obtain any requisite Executive Board approval of any Improvements requiring a building permit prior to requesting such permit from the City.
2. Damage to Common Elements and/or Association Property. Contractors must protect all Common Elements and other Units from damage. An Owner shall be responsible for any damage to the Common Elements and other Units. All applicable charges for restoration will be charged back to the Owner by the Association and are due and payable within thirty (30) days from notification to the Owner. The Executive Board may require an Owner to submit a refundable damage deposit. The damage deposit will be refunded provided there is no damage to any Common Elements or any other Unit, as determined by the Executive Board upon completion of the inspection below. If any damage exceeds the deposit, the Unit's Owner is responsible for any charges.
3. Effect of Approval. Approval of plans is not authorization to proceed with Improvements on any property other than that which was approved by the Executive Board in writing.
4. Building Code Requirements. It shall be the responsibility of the Owner to ensure that proposed modifications shall be consistent with applicable building code requirements. No Improvements will be permitted that could impair the structural integrity or mechanical systems of the building, or lessen the support of any portion of the building.
5. Zoning. All uses shall be in conformity with the Ordinances.
6. Mechanic's Lien. No Owner may cause or permit any mechanic's lien to be filed against the Common Elements or any other Unit for labor or materials alleged to have been furnished or delivered to or for such Owner, and any Owner who does so shall immediately cause the lien to be discharged within five (5) days after notice to the Owner from the Executive Board. If any Owner fails to remove such mechanic's lien, the Executive Board may discharge the lien and assess the Owner for such cost of discharge.
7. Concrete Walls or Slabs. No Owner shall drill, penetrate or otherwise tamper with the concrete or other structural components of the building, including any balcony, terrace, patio, exterior wall, storage area or Parking Space, nor any firewall or wall separating Units.

## SECTION 6: REQUIREMENTS FOR CONTRACTORS, SUBCONTRACTORS AND ANY OTHER WORK

1. Insurance and Contractor's License. Each Owner shall provide proof of insurance, proof of valid workers compensation insurance, and a Contractor's License (if applicable) for the Owner's contractors, subcontractors, or any other person or entity who/which will perform work in connection with the Owner's project along with Submittal Package. The Association shall be named as an additional insured on the Certificates of Insurance for the period of time the work is in progress.
2. Registration of Work. All contractors, subcontractors, or any other persons who perform work on or within the Community, shall provide prior notice to the Association. Management or a member of the Executive Board, or designated representative, has the right to accompany the person or persons performing the work and take photographs of the condition of the Common Elements area prior to the commencement of the work and after completion of the work.
3. Protecting Floor Areas and Elevators. The elevator must be protected with padding as may be needed and the elevator and hallway floors must be covered with protection during any work by an Owner. The protective coverings must be removed by 5:00 PM each day. Elevator and hallway must be vacuumed after removal of protective covering each day, without exception.
4. Trash and Debris. All trash and debris must be carried off-site on a daily basis. Neither the trash chutes nor the Association trash areas shall be used for disposing of construction debris. Unit Owner will be charged a daily fee for any construction debris or materials disposed by their Contractor in the trash chute or in the Community trash areas.
5. Utility Shutdowns. Any plan to temporarily disconnect for any reason a Unit's utilities must occur on a date coordinated with Management at least one week prior to the proposed date for interruption of utility service. If any Association staff is used, the Owner must pay all expenses (including overtime).
6. Working Hours. Working hours for any Improvements are limited to Monday through Friday, 8:00 AM to 5:30 PM and Saturday from 10:00 AM to 5:00 PM (no noise work). No work may be performed on Sundays, Bank Observed Holidays, Holiday Weekends, Thanksgiving week and the week between Christmas and New Year's. Exceptions may be made for emergency repairs. Workers may access the building thirty minutes before the applicable "Working Hours"; but may not make any disruptive noise until "Working Hours" begin.
7. Conduct by Workers. Workers shall exhibit proper behavior consistent with the terms of these Rules, and shall show respect towards other Residents. Workers are not allowed to bring observers, children or their pets within the Community and will be denied entry if they have an observer, children or pet with them. Workers are prohibited from creating nuisance noise unrelated to the construction work. Workers are also prohibited from eating meals or taking breaks on the grounds of the Community. Workers must perform work such as carpet cutting and tile cutting in an area designated by the Association. All workers must wear shoes, pants or shorts and shirts with sleeves in the Community at all times.

8. Stopping Work. The Association has the right to stop any work that is in violation of these regulations or any other provision of the Association Documents, creates a fire or safety hazard, or interferes with activities of the Community.
9. Fire Safety Devices. No one shall remove any permanent smoke detectors, sprinklers, security speakers or fire safety devices anywhere in or about a Unit or the Common Elements. If spray paint, sanding, or any other work that could potentially set off the smoke detectors or fire sprinklers will be performed, it is permissible to cover smoke detectors and/or fire sprinklers with plastic (and no other material), but the plastic **must be removed at the end of each day**. **A fine will be charged for each smoke detector or fire sprinkler left covered overnight**. Arrangements must be made with Management in order to cover and protect smoke detectors located in the Common Element corridors adjacent to the Unit. Fire exits may not be blocked at any time.
10. Equipment. Contractors must use their own equipment. The use of Common Element electricity facilities, and Association tools and equipment is prohibited. Common Elements, including hallways, may not be used for any purpose by contractors and subcontractors. Workers are also prohibited from using their equipment in the parking areas or garage or other Common Elements. A fine may be charged for non-compliance to the Owner. The Association is not responsible for the disappearance of any tools, equipment or materials left in the Common Elements.
12. Minimizing Dirt, Etc. The front door of each Unit must be kept closed during construction in order to contain dust, dirt, noise, paint fumes, etc.
13. Other Prohibitions. Contractors shall not use jackhammers or similar equipment, shut off water for longer than four hours, perform any cutting of or other work with or on materials on balconies or terraces.
14. Parking. There is no contractor parking allowed in the Community except for the Parking Spaces assigned to the Owner of the Unit in which the contractor is performing work.
15. Owner Responsibility. Each Owner is responsible for any violations by such Owner's contractor or subcontractors of the Architectural Guidelines, the Rules and the Declaration.

#### SECTION 7: COMPLIANCE WITH REQUIRED PROCEDURES

If any architectural change is made in violation of the Architectural Guidelines, the Executive Board may have a written notice of violation sent to the Owner. The violation notice may specify a time period for removal of the non-conforming improvement if the Executive Board reasonably determines that it is necessary to remove the non-conforming improvement.

#### SECTION 8: INSPECTION AND CORRECTION OF WORK

1. Right of Inspection during Course of Construction. Upon providing reasonable notice, the Association may enter into any Unit during the course of construction or installation of any improvements for the purpose of inspecting such construction and/or installation to determine whether it is performed in substantial compliance with the approved plans and specifications, the contractor's guidelines and applicable governmental rules and regulations.

2. Notice of Completion. Upon the completion of any construction or reconstruction or the alteration or refinishing of any improvements, or upon the completion of any other work for which approved Plans are required, the Owner shall give written notice of completion thereof to the Executive Board.
  
3. Final Approval Inspection. After receipt of an Owner's written notification of completion, the Executive Board may inspect the construction for completion and compliance. However, such right of inspection terminates ninety (90) days after the Executive Board has received a notice of completion from the Owner and no action has been initiated. No inspection in any way implies that the construction or design is done correctly or in a quality manner. None of the Association, the Executive Board, its members or representatives, or their respective successors or assigns shall be liable for losses, claims, or damages to anyone whatsoever in connection with any inspection or granting of any approval.