

**RULES, REGULATIONS AND POLICIES
OF
VIC'S LANDING**

The Vic's Landing Association ("Association") has adopted these Rules, Regulations and Policies ("Rules") pursuant to the Condominium Declaration for Vic's Landing Association dated as of the 17th day of April, 2008 and recorded with the Summit County, Colorado Clerk and Recorder on the 17th day of April, 2008 at Reception No. 885629, as it may be amended from time to time, ("Declaration"). All capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Declaration.

1. Purpose and Scope. The primary functions of the Association are to manage the General Common Elements ("GCE") and Limited Common Elements ("LCE"), including adopting these Rules in connection with such management responsibility.

2. Common Areas. Hallways, corridors, stairways and other GCE and LCE areas used in common by Owners, Occupants and others shall not be obstructed, including, but not limited to, by the storage of any recreational equipment or other personal property, or used for any purpose other than access to and from Units and other areas within the Project, or other purposes for which they are intended. In addition, Owners, Occupants and any other users of hallways, corridors and stairways shall not use these areas to gather or congregate or carry on any activities other than as reasonable and necessary for access to and from Units and other areas within the Project.

3. General Use Restrictions and Parking Regulations.

A. General Parking Restrictions. The number of parking spaces available at the Project is limited. The parking spaces in the garage of each Unit and the LCE parking areas in the driveway of each Unit, as designated on a Map, shall be available for use by the Owners and Occupants of each such Unit. The garages shall, at all times, be maintained and kept in a manner that will allow parking in the garage and any use of a garage that does not permit use of the garage for parking is prohibited. Additionally, Owners and/or Occupants of a Unit shall use the parking space(s) available in the Unit's garage first, and then the exterior LCE parking space in front of the Unit's garage door, such that garage parking is fully utilized, and no Owner and/or Occupant of a Unit shall keep or maintain on the Project more vehicles than the number of parking spaces included in such Unit or on the LCE parking space(s) appurtenant to such Unit. For example, if the Unit has a one (1) car garage and one LCE driveway parking space, then the Owner and/or Occupant of the Unit shall be restricted to not more than two (2) vehicles; and, if he has only one car, shall park the same in the garage, thereby preserving the exterior LCE space as available visitor parking for such Unit; and, if the Owner and/or Occupant has two (2) cars, then the same shall be parked in tandem, with one in the garage and the other in the LCE driveway in front of the Unit's garage. GCE parking areas in center of Dewey Placer shall be used only for temporary visitor parking and may be restricted to limited duration as deemed appropriate by the Association. All vehicles shall be timely moved and cleared of accumulated snow in a

manner to facilitate regular snow removal from the Project and in accordance with more specific requirements as may be adopted from time to time by the Association.

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

C. Repairs and Upkeep of Vehicles. No repairs or other work may be performed on vehicles on the Project, including any exterior parking spaces, except for minor emergency work necessary for start-up or towing, or repairs which are undertaken on garaged vehicles. Any vehicles with fluid leaks must be repaired within twenty-four (24) hours and all fluids which have leaked must be cleaned up promptly and, if not so cleaned up, a reasonable fee for clean up may be imposed by the Managing Agent.

D. Garage Doors. Except as necessary to facilitate parking, all garage doors shall be kept closed. Work on garaged vehicles and/or other activities or uses of garages shall be undertaken with the garage doors closed.

E. Refuse Piles. Refuse piles or other unsightly objects or materials shall not be allowed to be placed or to remain upon the Property. The Association shall have the right to remove such refusal piles or other unsightly objects or materials at the expense of the Owner responsible therefor, and such entry shall not be deemed a trespass provided three (3) days prior notice has been given to the Owner and the Owner failed to remove same during said three (3) day period. In the event of any second or subsequent violation of this paragraph, no additional notice shall be required as a precondition to removal of the offending materials by the Association at the expense of the Owner.

F. Mailboxes. No free-standing mailbox or newspaper box, or other similar device, shall be erected unless approved by the Board of Directors;

G. Trash Removal. Trash, garbage or other waste shall be disposed of in the common trash dumpster located on the Project. The dumpster area and enclosure shall be maintained in a sanitary, good, neat and orderly condition and no Owner or Occupant shall place any oversized item outside of the dumpster or enclosure without the prior written consent of the Board. Each Unit Owner shall be responsible for removal of trash generated within that Owner's Unit and the Association shall contract for and have trash removed from the dumpster. All trash containers must be kept indoors at all times.

H. No Tanks. No tanks of any kind, either elevated or buried shall be erected, placed or permitted upon the Property.

I. Vehicle Storage. No house trailer, trailer, pop-up trailer, motor home, recreational vehicle, boat, trailer, snowmobile, motorcycle, commercial vehicle, tent, shack, detached garage, barn, or outbuilding of any kind shall be permitted to be placed or parked on the Common Elements. No junk car, inoperative car or car under repair shall be parked, stored or maintained on the Property for more than three (3) days.

K. No Clothes Lines. No outdoor clotheslines shall be attached to any Unit or permitted or maintained on the Property.

L. No Wind Chimes. There shall be no wind chimes or other devices which generate noise as a result of wind or weather attached on any of the exterior Common Elements or Limited Common Elements.

4. Residential Decks. Subject to such additional restrictions or consents as may be required, no bicycles, skis, toys, furniture or other personal property shall be kept on any balcony, deck or patio appurtenant to a Unit, except for such deck and patio furniture as conform to such uniform guidelines as may be established from time to time by the Association and as will insure a uniform appearance of all deck and patio furniture on all balconies, decks or patios. Gas or electric fueled barbeque grills are permitted on any balcony, deck or patio appurtenant to a Unit. No wood or charcoal barbeque grills are permitted on any balcony, deck or patio appurtenant to a Unit. No linens, cloths, clothing, bathing suits or swimwear, curtains, rugs, mops or laundry of any kind or other articles shall be shaken or hung from any of any window, door, balcony, deck or patio or other portions of the Project.

5. Flat Roofs. There shall be no use or access to flat roofs on any building within the Project by any person other than the duly authorized representative of the Association. This prohibition is intended to preclude all use and/or access to such flat roofs for all purposes, including, but not by way of limitation, storage, placement of decorations, and sunbathing.

6. Residential Plants and Decorations. No flower pots, hanging baskets or flower boxes may be placed or hung on or hung from any deck, balcony or patio appurtenant to a Residential Unit, except in accordance with such uniform guidelines as may be established from time to time by the Association and except after first obtaining the Association's consent. Seasonal decorations, including holiday wreaths and exterior lighting, may be permitted, but may be subject to uniform guidelines established from time to time by the Association. Any such flowers, plants or decorations shall be kept in a neat and clean condition, and dead plants and out of season decorations shall be removed promptly.

7. Noise. No Owner or Occupant shall make or permit any noise within a Unit, GCE or LCE that will disturb or annoy unreasonably the Owners or Occupants of any other Unit.

8. Signs and Flags. No sign, notice, or other advertisement shall be placed in any window, on any deck, balcony or patio, or on any entrance door of or to any Unit, except as set forth in this Paragraph. In addition, the Association may provide uniform guidelines for signs advertising Units for sale.

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

B. American Flags. An Owner or Occupant may display an American flag in a window of the Owner's Unit, or on any balcony, deck or patio appurtenant to the Owner's Unit, only if the American flag is displayed in a manner consistent with the applicable sections of the federal flag code and does not exceed 36" by 48".

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

9. Antennae. No antennae, satellite dish or other similar device for the reception of radio, television or satellite communications may be attached to, hung from or placed on the exterior of any Unit, on any deck, balcony or patio or on the roof of any Building, without the prior written consent of the Association. If any one (1) meter (3.37") or smaller satellite dishes are requested, the Association will establish uniform guidelines for such dishes.

10. Trash. All garbage, trash and other refuse shall be deposited in properly designated trash collection facilities.

11. Pets. No Owner may keep more than two pets, which pets shall be limited solely to domestic cats or dogs, in any Unit without the express written permission of the Association. All other pets are prohibited without the express written permission of the Association which may be denied for any reason and in the sole discretion of the Association. Each Owner shall be in control of his or her pets at all times when said pets are in, on or about the Unit or any of the Common Elements, and all dogs shall be leashed when on the Common Elements. Clean up of all pet waste shall be the responsibility of the pet owner and the Association may impose fines and/or clean up charges for violation of this obligation. No dog or cat shall be permitted to run freely on the Project, and no dog or cat shall be left unattended in the garage of any Unit or tethered to any exterior Common Element or Limited Common Element. In the event that any pet becomes noisy, menacing or disturbing to other Owners or Occupants, the Association may require such pet to be removed from Property.

12. Window Coverings. Unless otherwise approved in writing by the Association, window coverings shall be “cellular” or “pleated” fabric, with any portion visible from the exterior of a Unit being white or off-white in color.

13. Commercial Business. No Owner or Occupant shall carry on any business or trade from, on or in a Unit without the prior written approval of the Association. This prohibition shall not restrict Owners or Occupants from making or receiving business calls or sending or receiving business electronic mail or other internet business communications from, in or on a Unit.

14. Floors. No Owner or Occupant shall place any furniture, fixture or equipment in any Unit the weight of which exceeds the designed weight bearing load of the floor of such Unit. Except as originally installed by Declarant or for replacement of original installation, no Owner may install a wood, tile or other hard surface floor within any Unit without the prior written consent of the Association, which may be given or withheld based on the adequacy of plans for such flooring and of assurances concerning the installation of such flooring so that the Association is able to be reasonably certain that a sound deadening material will be included in the installation in order to eliminate the transmission of noise to Units on the floor below.

15. Temperature. The temperature in each Unit shall be maintained at a minimum of 60° Fahrenheit from October 1 through May 31, including at such times as the Unit is vacant. In addition to preventing possible freezing of pipes serving the Unit, other Units or Common Elements, maintaining the heat above 60° Fahrenheit will prevent heat from being transferred from adjacent Units.

16. Entry of Units. In the case of emergency originating in or threatening any Unit, regardless of whether the Owner is present at the time of such emergency, the Association or anyone authorized by it, as well as fire, police and other emergency personnel, shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate. To facilitate entry in the event of any such emergency, the Association shall retain a passkey to each Unit.

17. Entry Locks. An Owner shall neither place any additional lock on any entrance door of or to a Unit, nor change any existing lock unless a passkey is provided to the Association.

18. Moving and Deliveries. All individuals moving in or out of any Project must notify the Managing Agent or other person designated by the Board not less than (1) week in advance and must coordinate with the Managing Agent or such other person for a convenient day and time when the move may occur. Moving will be allowed only between the hours of 7:30 a.m. and 8:00 p.m. daily.

20. Contractors, Construction and Decorating Personnel.

A. Hours of Work. Construction, remodeling and decorating of Units will be permitted only between the hours of 8:00 a.m. to 5:00 p.m. and will not be permitted on Sundays and holidays. Any work resulting in noise to neighbors is not permitted before 9:00 a.m.

B. Approval for Work. If any such construction, remodeling or decorating of a unit involves any activity prohibited by Section 13.4 of the Declaration without the prior written approval of the Association, the Owner must submit plans and specifications showing the details of the requested alteration, window covering or other improvement or decoration visible from outside the Unit to the Association for review and approval at least one hundred twenty (120) days prior to the date when the Owner desires to begin making such alteration or installing such window coverings or other improvements or decorations visible from outside the Unit. At the time of such submission, the Owner shall deposit such amount as determined by the Board from time to time to be necessary to cover the processing and/or review fees. Within sixty (60) days after submission of plans and the required fee, the Board either shall approve the plans and return any unused balance of the fee or disapprove the plans with either comments as to the reasons for disapproval and/or suggested modifications to the plans that would make them acceptable. Any unused balance of the fee to cover the cost of review of revised plans may be retained by the Association, but shall be returned upon notice from the Owner that it is withdrawing the plans. The plans submitted, at a minimum, shall meet the requirements set forth in Section 13.4 of the Declaration and the Association's review shall be based at a minimum, on the impact of the alteration, window covering or other improvement or decoration on the harmony of the external appearance of the Project.

C. Service Vehicles and Debris. All workers must park their service vehicles as directed by the Managing Agent or other authorized person. No debris may be stored in the hallways or other GCE or LCE. Workers must clean up and remove all debris daily. No building debris may be discarded in the trash chutes or trash bins belonging to the Association.

21. Sales/Leasing of Units.

A. Duty to Inform. Each Owner must provide written notice to the Association, or its designee when listing his or her Unit for sale or lease. Each Owner also must provide the names of its real estate brokers and/or agents, including the telephone numbers. No agents or brokers will be permitted to show a Unit until after this rule has been complied with.

B. Signage. No signs or advertising material of any kind visible from the outside of a Unit are permitted on doors, walls, windows, terraces, balconies, decks, patios or other Common Elements. Units may be shown by appointment only.

C. Purchasers/Lessees. Each Owner must provide written notice to the

Association when his or her Unit has been sold or leased, and such notification must include the Purchaser's or lessee's name, address and telephone number. The Association will be responsible for providing the Purchaser or lessee a copy of the Project Documents. In accordance with Section 9.8 of the Declaration, the Board shall establish from time to time a reasonable fee for the processing the transfer of Units.

22. Solicitation. There shall be no solicitation by any person anywhere in the Project for any cause, charity or other purpose whatsoever unless specifically authorized by the Board.

23. Children. All minor children shall be the responsibility of their parents or legal guardians who must supervise them at all times while they are within the Condominium Project. All children shall be required to comply with Project Documents.

24. Nuisances; Illegal Acts. Nothing shall be kept or permitted to be kept in a Unit which will increase the insurance rates of the Association or obstruct or interfere with the rights of any other Owner or the Association. No nuisances or illegal acts shall be committed in a Unit or within the Project.

25. Liability Insurance. Each Owner shall obtain the insurance provided for in Section 17.4 of the Declaration with the amount of the liability insurance to have a combined single limit of not less than \$1,000,000 in respect to any one accident or occurrence. A certificate for all such insurance required to be carried by each Owner shall be provided to the Association within ten (10) days of Owner's acquisition of his Unit and at least annually or upon any change in such insurance thereafter.

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

31. Investment of Reserve Funds. Pursuant to Article 15 of the Bylaws, the Board of Directors is to invest the assessment reserves to generate revenue that will accrue to the balance of such assessment reserves, and in furtherance of that goal, such investment shall be made in accordance with the following policies, listed in order of their priority:

A. Safety of Principal. Promote and ensure the preservation of the principal of any assessment reserves.

- B. Liquidity and Accessibility. Structure maturities to ensure available assets for projected or unexpected expenditures.
- C. Minimal Costs. Minimize investments costs, such as redemption fees, commissions, and other transactional costs.
- D. Diversify. Mitigate the effects of interest rate volatility upon assessment reserves.
- E. Return. Invest funds to seek the highest level of return.

32. Enforcement of Association's Documents. The Board of Directors shall have the power and duty to hear and make decisions regarding violations and written complaints filed with the Board of Directors and impose fines or other sanctions, pursuant to this policy. The Board of Directors may determine enforcement action on a case by case basis, and take other actions as it may deem necessary and appropriate to assure compliance with the Declarations, Articles of Incorporation, Bylaws, and any rules, regulations and policies promulgated thereunder (hereafter collectively the "Association's Documents"), and to create a safe and harmonious living environment.

A. Complaint. A proceeding to determine if the Association's Documents have been violated and any enforcement measures and remedies that may apply shall be initiated by the filing of a written complaint with or by the Board of Directors. The complaint shall state the specific provision(s) of the Association's Documents alleged to have been violated and as many specifics as are available as to time, date, location and persons involved including the name of the complainant.

B. Notice of Violation; Demand for Abatement. Except with respect to violation of parking and/or snow removal regulations, the violation of which may be subject to immediate fines and/or towing imposed in accordance with such additional rules and/or schedules as may be adopted from time to time by the Association, upon receipt of a complaint, the Association shall determine that the allegations in the complaint are sufficient to constitute a violation of the Association's Documents and that if action is warranted, the Association shall send a notice. The Association will send a notice ("Demand for Abatement") to the Owner, by certified mail, return receipt requested addressed to the mailing address of the Respondent on file in the records of the Association at the time of such mailing. The notice shall advise the Owner of the following: (1) the alleged violation; (2) the action required to abate the violation; (3) a time period, not less than ten days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any additional similar violation may result in the imposition of a sanction after notice and hearing, if the violation is not continuing. The foregoing notwithstanding, any Owner may appeal the violation of any parking and/or snow removal regulation by requesting a hearing in writing to the Association not later than five (5) days

from the date of the violation, whereupon the Association shall issue a Notice of Hearing and proceed in accordance with the remainder of this Section 32.

C. Notice of Hearing. At any time within twelve months of date of the Demand for Abatement, if the violation continues past the period allowed in the Demand for Abatement without penalty or if the same violation subsequently occurs, the Board or its agent, not less than ten (10) days before the date of any hearing, shall mail the Owner a written notice of a hearing ("Notice of Hearing") to be held by the Board of Directors. The Notice of Hearing shall contain: (a) the nature of the alleged violation; (b) the date, time and place of the hearing, which time shall not be less than ten days from the date of the Notice of Hearing; (c) an invitation to attend the hearing and produce any statement, evidence, and witness on his or her behalf; and the proposed sanction to be imposed; and (d) shall contain the following statement: The Board of Directors may determine that the Owner's failure to respond or appear at the hearing constitutes a no-contest plea to the complaint, and enforce the provisions of the Association's Documents.

D. Hearing and Fine. The hearing shall be held pursuant to the Notice of Hearing affording the alleged violator or a representative a reasonable opportunity to be heard. Each hearing shall be open to attendance by all Members of the Association. If the Board of Directors determines by a majority of the Directors present at the hearing that a violation occurred, the Board of Directors may assess a reasonable fine, not to exceed \$300, suspend the Owner's voting rights for a period not to exceed sixty (60) days, or both, and shall provide the Owner with written notice of its action. If the Owner does not pay the fine within thirty (30) days after receipt of the notice, the fine shall accrue interest at eighteen percent (18%) annually, and shall become a statutory lien upon the Owner's unit, without the necessity of recording a lien, pursuant to C.R.S. § 38-33.3-316.

E. Decision. If the Owner appears at the hearing or provides a written response, after all testimony and other evidence has been presented to the Board of Directors at a hearing, the Board of Directors shall render its decision(s), taking into consideration all of the relevant facts and circumstances. The decision of the Board of Directors shall be final. Except as provided herein, the Board of Director's decision shall have an effective date no sooner than five (5) days after the hearing. If the Board of Directors does not inform the Owner of its decision at the time of the hearing, or if no hearing is held, the Board of Directors will provide a written decision to the Owner's address of record via first class mail within five (5) days after the hearing. The minutes of the hearing shall contain a written statement of the results of the hearing and sanction, if any, imposed

F. Waiver and Modification of Procedure. The Association has the option and right to continue to evaluate each enforcement issue on a case by case basis. The Association may grant a waiver of any provision herein. Such relief granted to an Owner shall be appropriately documented. In addition, the Association is hereby authorized to extend the time for the filing of lawsuits and liens, or to otherwise modify the procedures contained herein, as the Association may determine appropriate under the circumstances. In addition,

the Association is hereby authorized to modify any of the procedures contained herein, as the Association may determine appropriate under the circumstances.

33. Collections. The following provisions constitute the policy of the Association for the collection of past due assessments.

A. Late Charges. The Association shall be entitled, but is not required, to impose a late charge of not less than fifty dollars (\$50.00) on each past due installment that is over 30 days delinquent. All late charges shall be due and payable immediately, without notice, in the manner provided for payment of Assessments.

B. Attorney Fees on Delinquent Accounts. The Association shall be entitled to recover its reasonable attorney fees and collection costs incurred in the collection of Assessments or other charges due the Association from a delinquent Owner, and shall be entitled to judgment therefore. .

C. Application of Payments. The Association reserves the right to apply all payments received on account of any Owner first to payment of any and all legal fees and costs (including attorney fees), then to costs and expenses of enforcement and collection, late charges, interest, returned check charges, lien fees, and other costs owing or incurred with respect to such Owner, and any remaining amounts shall be applied to the Assessments due with respect to such Owner.

D. Collection Notices.

(i) Delinquency Notice: If payment in full for the common Assessment or other charge owed to the Association is not received within thirty (30) days of when due, the Association may, but is not required, to send a notice of delinquency to the unit Owner who is delinquent in payment.

(ii) Notice of Lien: If payment in full is not received within sixty (60) days of when due, the Association may, but is not required to, send a notice to the Owner that a Notice of Lien will be filed if the delinquency is not promptly cured.

E. Liens. If payment in full, for any Assessment or other charge, is not received within sixty (60) days of when due, the Association shall be entitled to file a Notice of Lien against the Unit of the delinquent Owner. The Notice of Lien shall include the amount of the past due assessments and also may include the late charges, attorney fees, fines and interest owed by the delinquent Owner. The Notice of Lien shall be served upon the delinquent Owner by mail to the Owner's address that the Association may have in its records for the Owner.

F. Referral of Delinquent Accounts. The Association may, but shall not be required to, refer delinquent accounts to its attorneys for collection. After consultation with

the Board of Directors and/or the Association's managing agent, the attorneys may be authorized to exercise all available remedies to collect the amounts due, including judicial foreclosure and appointment of a receiver of the delinquent Owner's Unit. In addition, the Association may, but shall not be required to, assign delinquent accounts to one or more collection agencies for collection.

G. Waiver and Modification of Procedure. The Association has the option and right to continue to evaluate each collection issue on a case by case basis. The Association may grant a waiver of any provision herein. Such relief granted to an Owner shall be appropriately documented. In addition, the Association is hereby authorized to extend the time for the filing of lawsuits and liens, or to otherwise modify the procedures contained herein, as the Association may determine appropriate under the circumstances.

34. Dispute Resolution. Except in connection with an enforcement proceeding in accordance with these Rules in connection with the collection of past due assessments, if a dispute ever arises between an Owner and the Association, or between two or more Owners, the parties shall use the procedures set forth in the following provisions for any dispute that does not involve an imminent threat to the peace, health, or safety of the Project.

A. Negotiation. The Owner and the Association, or the Owners, shall attempt in good faith to resolve any dispute promptly by negotiations between persons who have authority to settle the controversy ("Representatives"). Any party may give another party written notice of any dispute not resolved in the normal course of business. Within twenty (20) days after receipt of said notice, Representatives of the parties to the dispute shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within sixty (60) days of the notice of dispute, or if the parties fail to meet within twenty (20) days, any party to the dispute may initiate mediation of the controversy as provided below.

B. Mediation. If the dispute has not been resolved by negotiation as provided above, either party may give written notice to mediate ("Mediation Notice") and the parties shall endeavor to settle the dispute by mediation between their respective Representatives with a neutral third party mediator. If the parties encounter difficulty in agreeing on a neutral third party, each of the Owner and the Association may appoint a neutral third party, and such third parties shall appoint a neutral third party to mediate.

C. Arbitration. Any dispute which has not been resolved by mediation as set forth above within sixty (60) days of the date of the Mediation Notice, shall be finally settled by binding arbitration conducted in accordance with the terms of this subparagraph, upon written demand for arbitration made by any party ("Arbitration Demand") provided, however, that if one party has requested the other to participate in mediation and the other has failed to participate, the requesting party may make demand for arbitration before expiration of such sixty (60) days.

(i) As soon as reasonably possible following the Arbitration Demand, but not later than fifteen (15) days after the date of such Demand, the parties, in good faith, shall attempt to select a mutually acceptable arbitrator to hear and decide the matter or matters in controversy. In the event the parties cannot agree on a mutually acceptable arbitrator within thirty (30) days after the date of such Demand, each party shall appoint an unrelated third party within forty (40) days after the date of such Demand and, within fifteen (15) days of the date of the appointment of the last of such unrelated third parties, such third parties shall appoint an arbitrator to hear and settle the dispute in accordance with the terms and provisions hereof. If any party does not appoint an unrelated third party in a timely manner or if such third parties cannot or do not appoint an arbitrator in a timely manner, then any party may make application to the District Court for Summit County, Colorado for appointment of an arbitrator.

(ii) The arbitration shall be conducted by a single arbitrator and the decision of the arbitrator shall be final, enforceable, binding and unappealable to any court or tribunal, except as otherwise may be provided by Colorado law. Such decision shall be enforceable with the same force and effect as if issued by any court of competent jurisdiction. The decision of the arbitrator shall be based upon the evidence and facts presented by the parties and shall be in accordance with Colorado law. The arbitrator is not empowered to award damages in excess of compensatory damages.

(iii) The costs of the arbitration, including reasonable attorney fees, shall be awarded to the prevailing party. If there is no prevailing party, such fees and costs may be awarded at the discretion of the arbitrator who, in making such award, shall assess the relative good or bad faith of the parties throughout the dispute.

(iv) All arbitration proceedings shall be conducted to expedite resolution and minimize cost. Disclosures shall be required and discovery shall be allowed and both shall be governed by Rules 26-37 of the Colorado Rules of Civil Procedure, as amended, except that upon application of either party, the arbitrator, in the interest of justice and efficiency, may limit discovery as such arbitrator deems appropriate.

(v) The place of arbitration shall be Breckenridge, Colorado.

D. Provisional Remedies. The procedures specified in this paragraph entitled Dispute Resolution shall be the sole and exclusive procedures for the resolution of disputes between an Owner and the Association, or between two or more Owners; provided, however, that a party may seek a preliminary injunction or other provisional judicial relief if in its judgment such action is necessary to avoid irreparable damage or to preserve the status quo. Despite such action, the parties will continue to participate in good faith in the procedures specified herein.

E. Performance to Continue. Each party is required to continue to perform its obligations under the Declaration and Rules, Regulations and Policies pending final resolution of any dispute.

F. Extension of Deadlines. All deadlines specified in this paragraph may be extended by mutual agreement.

G. Costs. Each party shall pay its own costs with respect to negotiation and mediation. The prevailing party in any arbitration or provisional judicial relief shall be entitled to reimbursement from the other party for all reasonable costs and expenses, including attorney fees in connection with such arbitration or provisional judicial relief.

H. Notices. All notices or demands under this paragraph shall be in writing and provided in accordance with the Declaration to the address required to be provided by the Association and the address(es) of the Owner(s) required to be kept on file by the Association.

35. Amendment. The foregoing Rules and Regulations are subject to amendment as more fully provided for in Article 16 of the Bylaws.

Certificate

The undersigned certifies that the foregoing Rules and Regulations were adopted by the Board of Directors of Vic's Landing Association as of the 17th day of April, 2008

Thomas M. Ailony
Secretary