THE CORRAL AT BRECKENRIDGE HOMEOWNERS ASSOCIATION

2025 HOUSE RULES

Presented to the Corral at Breckenridge Homeowners Association at the Annual General Meeting held on August 2nd, 2025, and adopted unanimously by the Corral at Breckenridge Executive Board of Directors at the Board of Directors meeting on January 27, 2025 and posted on the Association Website on January 28, 2025.

The Corral at Breckenridge (CAB) Homeowners Association (the HOA), through its Executive Board of Directors (BOD), has adopted the following House Rules for all occupants (Owners, Guests, and Tenants) of the CAB condominiums. The express intent of these Rules is to protect the quality atmosphere, the value and desirability of the property, and to promote and safeguard the health, comfort, safety, convenience and welfare of the Owners of the units within the property, and that of their guests or short-term tenants. These rules are based on and amplify the "Declaration of Covenants, Conditions, Restrictions, and Easements for The Corral at Breckenridge", as recorded August 20, I997, as amended, which are binding upon all Owners as members of the HOA. These House Rules amend and replace the House Rules previously adopted in 2020. The Declaration of Covenants, where more restrictive, is overriding and should be consulted in its entirety should questions arise concerning any of these Rules.

1) Term.

These Rules shall remain in effect until amended or repealed by the BOD

2) Amendments and Notice to Owners.

Amendments to these Rules must be approved by a majority vote of the BOD and shall take effect immediately thereafter. Owners will be notified in writing of such amendments. Each Owner is responsible for knowing and abiding by these Rules. Each owner is responsible for ensuring their property manager and guests have been informed of the Rules and have access to them. A laminated copy will be provided to all units for this purpose.

3) Definitions.

An "Owner" is defined as a person or entity that has legal title to one or more CAB condominium units. A "Guest" is defined as an occupant of a CAB residential unit with permission of the Owner, but who is not paying rental revenue for such use. A "Tenant" is defined as a revenue-paying occupant of a CAB residential unit. "Business Staff' is defined as employees and/or agents of the Owner occupying the Commercial Units during business hours. "Customer" is defined as a person not an Owner, Guest, or Residential Tenant of the CAB who is accessing the Commercial Units for non-CAB HOA business.

"Managing Agent" refers to the property manager engaged by the CAB HOA to manage the day to day running and maintenance of the CAB. At the time of adoption of these House Rules, this service is performed by Great Western Lodging.

4) Common Elements.

a) Use of common elements, including, but not limited to, hot tubs, exercise room, rest rooms, and lobby areas, are restricted to Owners, Guests, and Tenants as defined in paragraph 3 above. Owners, Guests and Tenants must observe posted hours of operation of these amenities and facilities

b) No Owner Shall make any structural or design change to the Common Elements or Limited Common Elements, which includes balconies, decks, patios, walkways and driveways, landscaping, gardens, grass, roadways, parking areas, amenity areas, or lobbies. Common Elements and Limited Common Elements are as shown on the condominium plan for the CAB. (The preceding is paraphrased from the condominium Declarations and Bylaws).

c) The Association shall maintain and repair the Common Elements in such a manner as the HOA may determine. At the discretion of the BOD, damage or loss to Common Elements caused by an individual Owner, his Guest, or his Tenant shall be the responsibility of that Owner.

d) Each Owner is required to maintain his unit, deck, patio, garage, and any storage room, as applicable, in a clean condition of good order and free from trash and garbage. No trash or other refuse shall be dumped anywhere on the property, except in designated receptacles in Garage 9 in the West building or the Garage in the South building. Burning of refuse is not permitted anywhere on CAB property. Only refuse containers and dumpsters provided by the Association may be used or be visible outside of units. Refuse containers may not be kept on patios or decks.

e) Recycling is required by the Town of Breckenridge and designated receptacles are provided in both trash Garages for this purpose.

f) Decks and patios may not be used for storage, nor is drying of laundry permitted, thereon.

g) Common walkways, driveways, parking areas, entrance halls, stairs, and passageways shall not be obstructed or used by any Owner, Guest or Tenant or any purpose other than parking and movement of personal vehicles, and for personal passage to and from units. Such areas may not be used for play or storage.

h) Outside entry doormats must be made for that purpose and in good condition. Carpet scraps, and badly worn or dirty mats may be removed and destroyed at the discretion of the BOD

5) Conference Room and Service Kitchen

Use of the conference room and service kitchen in the lower level of the West building is a privilege available to Owners, Guests and Tenants as defined in paragraph 3 above. The following Rules govern use of these facilities:

a) Use of the facility by people other than noted above is prohibited without special permission of the BOD or its Managing Agent. The lack of adequate parking at the Corral generally precludes use by persons other than Owners, Guests and Tenant

b) The usage fee for the conference facilities, which will include a cleaning fee, shall be as established by the BOD or its Managing Agent, and the calendar of usage shall be scheduled through the Managing Agent

c) Occupancy and use of the conference room shall not exceed 228 people for a cocktail party formal and 100 persons for a seminar format. Loud or obnoxious sounds shall not be permitted in the conference facilities, nor shall obnoxious odors be allowed to emanate from these facilities.

d) The service kitchen associated with the conference room is limited to be used as a staging area for food prepared (cooked) elsewhere. Food for large group meals may not be prepared in the service kitchen. It must be stressed that the service kitchen is not approved for use as a full meal kitchen by the Town of Breckenridge, or by the Red, White and Blue Fire Department. The service kitchen is not equipped with the appropriate fire suppression or ventilation systems to accommodate meal preparation.

6) <u>Parking.</u>

a) Parking is provided for Owners, Guests, and Tenants only. A CAB Parking Pass must be clearly displayed on vehicles parked outside of garages. With the exception of the South Building, units with garages may park one vehicle in the garage and one vehicle immediately in front of the garage. Under no circumstances, without written permission of the owner of the garage, will a vehicle be allowed to park in front of a garage belonging to a unit other than where the vehicle owner is staying. In no event may traffic lanes, garages or parking/driveway areas be blocked. Units without garages may park two vehicles in the undesignated parking areas. Managing Agent should be consulted in the event more than two vehicle parking areas are needed or in the event that parking a second vehicle outside of a garage is not possible. Parking between garages is permitted for **Compact Cars only,** in East and West Buildings, where space allows and if entry to garages is not restricted. The wheels of the parked car must be within any parking stripes. The Managing Agent should be consulted as necessary to resolve appropriate parking space needs. The owner of the Commercial Units is allocated two parking spaces on the west side of the West Building by the main lobby entrance.

b) Only vehicles that are operable, bear a current registration, and are not damaged or unsightly, may be parked outside garages. Further, parking of vehicles outside garages shall be limited to; I) the time when an Owner is in residence at The Corral or, 2) in the case of a Guest or Tenant's vehicle, such vehicle may only be parked outside a garage while the Guest or Tenant is occupying a unit at The Corral.

c) No trailer, bus, mobile home, recreation vehicle, camper, truck larger than 3/4 ton, maintenance or construction equipment, or any vehicle wider than a single parking space may be parked on the premises except that temporary parking of large vehicles supporting delivery of goods or maintenance of the premises is permitted. Owner, Guests, or Tenants may park personal Sprinter Vans provided that no one is occupying the Van for living or sleeping purposes.

d) No vehicle of any kind may be stored outside garages anywhere on The CAB property. Only temporary outside parking by Owners, Guests, or Tenants in residence, as described elsewhere in this section is permitted.

e) No vehicle may be parked so as to interfere with emergency equipment access to Corral property. No vehicle may be parked so as to interfere with access to any dumpster. No parking is allowed on the driveway areas of the property.

f) Except for block heaters and battery chargers, no vehicle may be connected to any electricity, water, or drain in any building. Sleeping in a vehicle on the premises is not permitted. No vehicle maintenance, including oil changes, may be dune on CAB property, except emergency repairs or service.

g) Vehicles in violation of these rules may be towed at the discretion of the Managing Agent. Owners or operators of towed vehicles will be subject to a recovery fee. The Association and its Managing Agent are not responsible for any damage done to, or loss of content of vehicles parked anywhere on the Property.

7) Trash.

a) All garbage/trash shall be placed in the dumpster provided by the association, and all recycling shall be placed in the appropriate recycle containers provided by the association, located next to the dumpster. Any trash, debris, garbage, or large items left on the ground either in front of the unit front doors, hallways or in other common areas may be removed by the association or its Managing Agent and the Board may impose a fine in the amount of fifty dollars ($50.00) per occurrence, assessed against the unit owner responsible for such trash.

8) Pets.

a) Owners may keep up to 2 (two) pets (dogs, cats, or household birds only) on the property.

b) Owners are responsible for preventing all pets from disturbing other owners or guests.

c) Pets are not permitted outside the unit, including decks and walkways, unless under the direct supervision and leash control of the Owner. Owners will remove pet residue immediately following its deposit anywhere on the property. Owners will be charged for cleaning and repair of damage to common areas caused by their pets.

d) Owner privileges in relation to pets are extended to immediate family members (parents, adult legal children). Units owned by corporate entities, if there is more than one proprietor, must submit a list of the persons to whom they wish owner privileges as they relate to pets to the BOD for review and approval.

e) Owners may **NOT** give permission to a Guest or Tenant to bring a pet, other than a trained, certified, or licensed service animal, onto the premises. Guests and Tenants with pets will be asked to remedy the situation immediately or be subject to immediate eviction.

9) Grills and Fireplaces.

a) Only propane or electric **barbeque** grills are allowed. Charcoal, pellet or other solid fuel grills are expressly prohibited from being used anywhere on the property.

10) <u>Satellite Dishes or Antennas.</u>

a) General: These Rules apply to owners who intend to place antennas on unit decks or patios. Decks and patios are "Limited Common Elements", defined in governing documents as a portion of the condominium Common Elements allocated for the exclusive use of one or more owners, but fewer than all the owners. The roof, exterior walls, hallways and walkways are "Common Elements" which may not be used to support or enable antenna installation without prior approval of the Executive Board of the Association. The Association is not obligated to provide a unit owner with a place to install an antenna if that unit does not have a suitable exclusive use area associated with it.

b) Owners are requested to notify the Managing Agent of their intent to install an antenna on their deck or patio. This notice of intent should not be construed as a request for approval. Indeed, antenna installation may proceed (in accordance with the Association regulations as described in the "Summary of Board Action Taken Without a Meeting Referencing Satellite Dishes" available on the CAB Web Site) at the owner's discretion. Rather, such notice will serve as a courtesy to keep management informed of changes in and around the CAB condominium complex. The antenna installation, including mast, must be contained wholly within the space of the unit Limited Common Element. That is, it must not protrude from the deck or patio into or over Common Area space or into or over Limited Common Element space associated with another condominium unit. Please see the Satellite Dish regulations for details on installation dos and don'ts and owner responsibilities. In the event that an installation cannot be implemented without causing a violation of these rules, the proposed installation must be submitted to the Board for prior approval. The Board will take into consideration the justification for the exception as well as its impact on neighboring residents.

11) <u>Safety</u>.

a) Small electric space heaters are permitted in the units; however, no auxiliary heaters employing flammable liquids or gases may be employed inside condominium units. Propane fueled radiant heaters may be used outdoors, on decks and on patios.

b) No flammable liquids, including (but not limited to) gasoline, kerosene, or fuel oil, may be kept in containers other than vehicle fuel tanks, anywhere on the premises.

c) Cigar and cigarette butts, matches, any other residue associated with smoking of tobacco or marijuana products must not be thrown from balcony decks or patios or otherwise discarded anywhere within Corral property other than in appropriate receptacles.

12) <u>Commercial Units.</u>

In accordance with the Declaration of Covenants, business activities conducted by the Owner of Commercial Units C- I and C-2 in the West Building are restricted to CAB HOA business, properly management, and such other commercial activities as may be authorized by the Town of Breckenridge zoning ordinances *and* approved by the Executive Board of the CAB HOA. The following procedures will be employed to apprise the CAB HOA Executive Board of proposed commercial use of the Commercial Units and to provide the procedures to gain the required approval for such activities. This information should be supplied to the Executive Board in writing 30 days before starting the business and the Owner will need written approval from the Executive Board before the commercial activity can commence.

a) The Owner must advise the Executive Board in writing in advance of all proposed non-CAB HOA and property management business activities and request Executive Board approval thereof. The request must detail the type of business, the hours of operation, the number of on-site Business Start: and forecast the potential Customer traffic transiting CAB Common Elements. The request must also demonstrate that the proposed business is in conformance with the Town of Breckenridge's business ordinances and regulations, including zoning, and that the proposed business has or can secure appropriate operating licenses. The request must also demonstrate that the business has secured or can secure sufficient general liability and property damage insurance with The Corral at Breckenridge Homeowners Association named as an additional insured.

b) Since the CAB Community has assigned or allocated parking for all Units, and since there are only a few unassigned parking spaces for CAB Owners, Tenants and Guests, the request must address how the proposed business will accommodate the parking needs for Business Staff and Customers.

c) No residential use of the Commercial Units is permitted. All other House Rules applying to Residential Units also apply to the Commercial Units.

13) <u>General.</u>

a) Locks on the main entrance to the units must be keyed to the master system, maintained by the Managing Agent, so as to allow access to the units in case of an emergency or other issue requiring access.

b) Locks must be replaced by a professional locksmith, so they can be keyed to the master system. The color of the lock must be oil-rubbed bronze.

c) Permanent lock boxes of any type are not allowed on the main entrance to units.

d) Electronic locks are permitted on the main entrance to units as long as the lock meets the requirement in 13a of being keyed to the master system. Electronic locks must be in keeping with the overall aesthetic of the Corral and be of oil-rubbed bronze in color.

e) It is permitted for an owner to install an electronic lock or other lock box inside or immediately outside their garage or locker (on the wooden fascia).

f) No activity shall be conducted which is a nuisance, embarrassment, disturbance, or annoyance to others. No lights shall be operated which are unreasonably glaring or bright. No sound shall be emitted which is unreasonably loud or annoying. Specifically. QUIET TIME is between the hours of 10:00pm and 8:00am. QUIET TIME shall be strictly enforced by the Managing Agent with assistance from local law enforcement when necessary.

g) No odor shall be emitted which is noxious or offensive. Smoking of any tobacco, cigar, pipe or marijuana products is strictly prohibited anywhere within Corral Common and Limited Common areas, including decks and patios. Smoking violations may be fined up to $300 per occurrence.

h) Each owner may display one sign and one flag within the confines of the Unit being a window or balcony. Flags may be no larger than 3’ x 5’, professionally manufactured and must be in good condition free from fading and tears. Signs may be no larger than 24” x 36” and shall be professionally lettered, in good condition free from fading and tears. Commercial signs are prohibited.

i) Realtor lock boxes are allowed – EXCEPT those defined as self-showing or self-touring lockboxes and those associated with rently.com - on the main entrance to a unit to assist with unit showings for the purposes of real estate sales for a maximum period of 180 consecutive days. A realtor or representative of the Managing Agent must be present at all real estate showings.

j) Installation or replacement of hot tubs must be approved by the BOD. Town of Breckenridge approval may also be required. No Owner, resident, or lessee shall install wiring for electrical or telephone installation, or for any purpose, nor shall any machines, or air conditioning units be installed on the exterior of the project, including any part of a patio or that protrude through the windows, walls or the roof of the condominium improvements, except as may be expressly authorized by the Association.

k) Umbrellas and sunshades may be installed on Limited Common area decks and patios but should not be opened or unfurled except when in use. Such devices should be of subdued colors, generally compatible and complimentary to the overall color scheme of the Corral buildings.

l) No garage, or any portion thereof, shall be used for any business or commercial use, or as a living area. Garages shall only be used for their intended purpose, i.e. the parking of vehicles and for incidental storage.

m) The exterior of the units, including but not limited to, fences balconies decks and patios, shall not be painted, decorated, or modified by an Owner (for purposes herein such term includes any family member, Guest, Tenant, employee, and/or invitee of an Owner) in any manner without prior written consent of the BOD, which consent may be withheld on purely aesthetic grounds at the sole discretion of the Board. Any Owner making approved exterior modifications or interior structural modifications to the Unit, as permitted in the Declaration, requiring permits from and for inspections by Summit County Building Department, shall comply with additional specific rules and regulations.

14) Enforcement.

a) The BOD has delegated to the Managing Agent full responsibility and authority to enforce the Rules herein.

b) Any Owner may request another Owner, Guest or Tenant to cease, desist, or correct any act or omission, which appears to be in violation of the Rules. If the alleged violation is not corrected

   i) The Managing Agent should be notified immediately. If the Managing Agent is satisfied that a violation of these rules has occurred, the Managing Agent shall promptly notify the Owner in person or by phone, and may, but is not required to do so, also notify an offending Guest or Tenant.

c) Any serious violation to these rules which involves the local police may result in the immediate eviction of the Guest or Tenant.

15) <u>Resolution of Rules Violations.</u>

a) Owners, Guests, and Tenants must comply with requests of the Managing Agent regarding correcting violations of the Rules.

b) Violation of the Rules by an Owner, Guest, or Tenant in unit shall be deemed to be the act of the Owner for purposes of assessment of penalties or costs related to such violation. If a unit has multiple Owners, enforcement may be against the property of any Owner thereof.

c) Any violation of these rules not corrected by an Owner within five days of receipt of notice by the Managing Agent of such continuing violation (as evidenced by sending notice by certified U.S. mail; five day period starting from receipt of such mailing), then the BOD may choose to levy a fine against the Owner of the unit per the CAB Enforcement Policy.

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