

BASECAMP SHOPS & RESIDENCES OWNERS ASSOCIATION, INC.

RULES AND REGULATIONS

Revised November 1<sup>st</sup>, 2021

The following rules and regulations, except as otherwise expressly stated, apply to all Residential Unit Owners and their families, lessees, employees, agents, invitees and guests with respect to the use of the Residential Units and any other portion of the Basecamp Shops & Residences project. Defined terms not specifically defined in these Rules and Regulations shall have the meaning attached to such terms in the Condominium Declaration for Basecamp Shops & Residences.

Violations of the following rules are to be reported to managing agent Alpine Edge via email to [HOA@AEPropertyManagement.com](mailto:HOA@AEPropertyManagement.com).

GENERAL

1. The Owner of each Unit in the Project 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 Building. Commercial units with air-conditioning: In order to prevent the growth of mold and mildew during warmer months of the year resulting in damage to any portion of the Project, increased Common Expenses, and increased insurance premiums or cancellation of insurance policies due to numerous damage claims, the thermostats within the Units shall be maintained with the air conditioning in an “on” position and at a maximum temperature setting of eighty-five degrees (85°) Fahrenheit (except during power failures or periods when air conditioning equipment is broken) whenever the temperature is forecasted to or does reach ninety degrees (90°) Fahrenheit or above. In addition, each commercial unit Owner must change its heat pump filter a minimum of two times annually to optimize system performance. The requirements set forth above shall be satisfied even when a Unit is not occupied.
2. Illegally parked vehicles, derelict vehicles and vehicles parked in unauthorized spaces, including spaces owned by other Owners in the Community, will be fined, towed or booted at the vehicle owner’s expense, with or without notice.
3. The balconies, terraces, stairways and windows shall be used only for the purposes intended, and no objects, including by way of illustration, but not limitation, unkempt potted plants, flags (except those permitted by the Act), banners, charcoal grills, umbrellas, bicycles, laundry garments, towels, awnings, canopies and all other objects, may be located on a balcony or terrace serving a Unit. The Board may adopt additional rules or policies concerning the type, color and material of exterior furniture that is permitted on balconies and terraces. Objects shall not be permitted to hang over or be attached to any exterior surface of a balcony or terrace wall or to otherwise protrude outside of the vertical plane formed by the exterior surface of a balcony or terrace wall. Owner use of any hazardous or potentially hazardous substances including, but not limited to paint, stains, solvents, sprays, propane, or other chemicals, is strictly prohibited within or on any Common Elements, including balconies, terraces, stairways and windows. Use of water to clean exterior terraces and the washing of the exterior surface of the balcony handrails or glass is prohibited.
4. Satellite dishes, antennas or wiring shall not be affixed to the exterior of the Building or balconies or terraces adjacent to Units. Rather, upon approval of the Board and Architectural Committee, satellite dishes may be affixed on the inside perimeter of a balcony or terrace adjacent to a Unit, provided that they are affixed to the balcony or terrace in such a way that wind or other elements will not blow or move them around or off the balcony or terrace.
5. Except as authorized by the Board or committee of the Board, no lighting of any kind shall be affixed to the exterior of the Building.

6. Declarant does not provide or install window treatments/coverings for the Units such as blinds, curtain, valances or drapes. Owners and guests, lessees, invitees and occupants of Unit shall be responsible for obtaining, maintaining, and keeping in good repair all window treatments. No window coverings installed by Owners and guests, lessees, invitees and occupants of Unit shall be of a bright color as reasonably determined by the Board. Owners are encouraged to obtain approval of window covering colors prior to purchase and installation if not backed by a neutral/earth tone color.
7. Owners may not place any film on the surface of, or tint, any window surface in a Unit or on a Unit balcony.
8. The sidewalks, driveways and entrances must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the Project unless otherwise authorized by the Board.
9. The Board or Managing Agent may retain a pass key to each Unit within the Project. This pass key will be secured by the building's key tracking system. 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.
10. All supply hoses serving appliances shall be properly installed and "burst resistant".
11. Pets are not permitted to run free outside of an Owner's Unit at any time. Pets shall not be permitted anywhere in the Community other than within Units and those Common Elements necessary to provide ingress and egress to and from Units (e.g., hallways and stairwells). When outside of a Unit, pets should be on leashes at all times when being walked by their Owners. Owners of pets must pick up the waste created by their pets immediately. Owners are responsible to prevent pets from damaging or soiling any landscaping, hallways, buildings or property owned by others. Pets may not be tethered to any of the common elements or limited common elements. A pet owner is fully responsible for all cleaning and repair fees if the Association or Managing Agent determines (in its sole discretion) that such owner's pet is responsible for any damage anywhere in the Community. Per the CCR's, guests, lessees, invitees, and occupants are not permitted to have pets on the premises.
12. No part of the Common Elements or Parking Spaces may be used for storage, vehicle repair, construction or any other purpose unless specific written permission for such use is given the Board. Notwithstanding the foregoing sentence, those areas identified as "Storage Areas" on the Map may be used for customary storage activities in conformance with applicable law. If, in the judgment of the Board, any item must be removed from a Common Element or a Parking Space because it is a violation of this rule, the Owner of said item shall be charged for the cost of such removal.
13. The storage of flammable or hazardous material that may unreasonably jeopardize the safety and welfare of any person or property is not permitted on or in the Project. The Association is not responsible for the theft or damage of items stored in Owners' Storage Areas. Owners are encouraged to store items off the ground so as to avoid damage from moisture that may flow into Storage Areas.
14. No person shall do or permit anything to be done within the Project, or bring or keep anything therein that would conflict with health and safety laws or with any insurance policy of the Association or with any rules of the Association or with any of the rules, regulations or ordinances of any governmental or quasi-governmental authority having jurisdiction over the Project.
15. No Owner or guest, lessee, invitee or occupant of a Unit may keep a waterbed in the Building or in his or her Unit.
16. No radios, stereos, speakers or any other apparatus may be used, nor shall any activity be conducted, in a manner that may be an unreasonable annoyance to other Owners, within any Common Elements. No Owner shall make or permit any disturbing noise within his Unit or the Common Elements by himself, his family, pets, guests, invitees, employees, agents or lessees, nor do or permit to be done anything that does or may interfere with the rights, comforts or convenience of other Owners or occupants. No amplified sounds of any nature maybe emitted from any balcony, deck or terrace within the Project, and no stereo or stereo speakers maybe used on any such balcony, deck

or terrace. Quiet hours for radios, stereos, etc. are from 10:00 pm to 8:00 am. Construction noise will only be allowed between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. No noise-generating construction will be allowed on weekends.

17. Except for signs that maybe erected by Declarant related to the development and sale of Units, and except for signs and flags prohibited from regulation as set forth in the Act, no signs, advertising posters, flyers, political placards, banners, flags, stickers, billboards, speakers, lighting, awnings, canopies or shutters of any kind shall be erected, placed, or permitted to remain on the Project without the prior written consent of the Board, nor shall any advertisement, announcements, or solicitation of any kind be distributed or passed out in any part of the Project, without prior written consent of the Board.
18. No awnings, trellis or other structure or projection shall be attached to the terraces or outside walls of the building without the prior written consent of the Board.
19. Each Owner and guest, lessee, invitee and occupant of a Unit hereby agrees to obtain the prior written consent of the Board prior to replacing a washer-dryer vent to ensure that it shall be the same in appearance and function as the vents originally installed by the Declarant. Any washer or dryer model is allowed in Unit, so long as it conforms to and complies with the current connection.
20. All deliveries and moving of furniture, fixtures, equipment and other household items to and from the Units shall be made through designated walkways only and shall not cause any unreasonable noise or unreasonable disturbance to the Owners or occupants of any other Units. All deliveries and moves shall be conducted during designated moving hours.
21. Unit Owners shall not place a load on any floor exceeding the floor load per square foot area that the floor was designed to carry and that is allowed by law or that may, in the reasonable opinion of the Board, constitute a hazard to or may damage the Building.
22. No charcoal grills are allowed on the Project. Only propane/gas grills are permitted on Unit balconies. No Owner or guest, lessee or occupant may keep, store or use a propane tank (regardless of size), propane grill or charcoal grill within his or her Unit or Storage Areas.
23. Bicycles must be stored in Units, within the Storage Areas or locked at outdoor bike racks but are otherwise not allowed to be stored on or in any other Common Element, including hallways, and balconies or Unit balconies. Bicycles may not be ridden anywhere inside the Building.
24. Scooters, mopeds, motorcycles and other petrol-powered vehicles are not allowed to be stored in Units, Storage Areas or other Common Elements, except for assigned Parking Spaces.
25. Vehicles may not be cleaned or washed on or within the Project. Vehicle repairs other than emergency repairs to remove a vehicle from the Project are prohibited.
26. Smoking is prohibited in and around all Common Elements, including hallways, stairs and stairwells, outdoor areas, Storage Areas and balconies or decks allocated as Limited Common Elements to individual Units.
27. Residents need to be aware of security of the Building and not allow secure doors to be propped open or allow unknown people to enter the Building with them.
28. Showing of Units for sale or lease by Owners may be conducted at any hour as long as showings do not disturb other residents. For sale signs, open house signs, for lease signs and other signage are prohibited within the Project except for signs erected by Declarant. Open houses must be monitored by Owner or Owner's representative and security of the Building must be maintained at all times.
29. Lock boxes may not be placed on the Building, except in areas that may be designated from time to time by the Association. Owners must provide their broker with keys. Managing Agent will not allow access to the Building or to individual Units.

30. Owners may rent or lease their Units in conformity with requirements set forth in the Declaration, local zoning laws, ordinances and regulations. Leases shall be in writing and shall state that the lease is subject to the provisions of the governing documents of the Association and that failure by lessee to comply with the terms of the Association governing documents shall be considered default under the lease.
31. Owners are not allowed to leave pets unattended on decks while owners are away from their unit. Pets are never to be isolated on a locked deck at any time.
32. Ski boots are not to be worn inside the common areas at any time.
33. Per the Project Plat & the Ground Lease, Residential Owners are allowed (2) vehicles per unit. A unit with a garage must use the garage for parking if the unit has (2) vehicles. Each vehicle must have a parking sticker issued by the Property Management Company. Vehicle information along with license plate numbers must be filed annually for a sticker. Units with garages may have (2) stickers to allow the cars to be alternated in the garage.
34. Owners are prohibited from modifying and or installing personal items in Common elements such as hallways including but not limited to artwork, signage, cameras, or other personal items without express written permission from the Board of Directors.

#### RENOVATION AND CONSTRUCTION PROCEDURE

1. Work hours for contractors and/or Owners doing renovation work will be 8:00 am 5:00 pm Monday through Friday. Owners must authorize in writing the distribution of any keys to a contractor.
2. Contractors must have a certificate of insurance for liability and workers' compensation insurance on file with the Managing Agent's office prior to the commencement of work in the Building. Insurance requirements for all contractors performing work within the Building are attached hereto as Exhibit A.
3. Owners are responsible for any damage caused by their actions as well as the actions of their contractors and agents.
4. Materials, supplies, tools and equipment may not be stored in or on the Common Elements, including but not limited to, driveways, hallways, and balconies without explicit permission has been granted by the Board.
5. Owner and contractor will be required to take precautions for the protection of hallway floors and walls, including if requested by the Managing Agent, plastic or masonite floor covering. Contractor will be required to clean such Common Elements daily at the completion of work each day.
6. Association trash and recycling chutes and trash and recycling receptacles are not to be used by Owner or contractor for renovation debris. All such debris is to be removed from the premises by Owner or contractor on a daily basis.
7. All Building entrance doors and garage doors must be kept shut and locked when not in use unless given express written permission from the Board of Directors for brief periods of time.
8. Owner and contractors are prohibited from moving, painting, or otherwise tampering with the fire alarm system and fire sprinkler system. Owner and/or contractor will contact the Managing Agent prior to taking such systems off line. Appropriate charges will be billed to Owner for Managing Agent's participation in fire alarm and sprinkler system monitoring assistance.
9. In the event a Residential Owner or occupant of a Unit desires to remodel the interior of the Unit and penetrate the interior surface walls or drywall of the Unit, said Owner shall obtain the prior written approval of the Board.
10. Without the prior written consent of the Board, no Owner or occupant of a Unit shall penetrate the surface walls or drywall of a Unit for any reason, including, by way of illustration, but not limitation, running speaker wire or cable in a Unit.

11. Exterior and structural additions to and modifications of all enclosure components of the Building are prohibited. No change or alteration to the Common Elements (including the construction of any additional skylight, window, awning or door) shall be made until the plans and specifications showing the nature, kind, shape, height, color, materials, and location of the same shall have been submitted to and approved in writing by the Board (in its sole discretion) as to harmony of external design and location in relation to surrounding structures and topography.
12. Mechanical, electrical and low-voltage conduits and/or piping serving other Units may not be tampered with or altered in any way.
13. The Association may charge a Unit Owner for any damage to any Common Elements or adjacent Units and for any cleaning fees incurred as a result of construction activities by or for the benefit of such Owner.

TRASH GUIDELINES

The following rules apply to use of the trash receptacles for disposal of Trash (including recyclables) in the Community:

1. No Trash shall be placed on the Common Elements, including the Limited Common Elements outside the Unit, temporarily or otherwise.
2. All Trash and recycling materials must be moved to the Community’s trash and recycling facilities for collection or otherwise completely removed from the Project by an Owner, its guest, lessee, invitee or occupant.
3. No hazardous materials including flammable or toxic materials (paint, stain, thinners, gasoline, and medical waste), shall be placed in the Association trash and recycling dumpsters.
4. No furniture, appliances, or other large items shall be disposed of in any trash location.

Owners shall ensure that guests are aware of and abide by all other rules for the Project.

ENFORCEMENT OF RULES

If someone is believed to be in violation of any of the provisions of the governing documents, a written complaint must be submitted by an owner, the managing agent, or a member of the Board of Directors to management via email to HOA@AEPropertyManagement.com. Management will notify the offending party in writing and a fine may be charged to the assessment account of the Owner of the unit in which the guilty person resides and collected with the monthly assessments. Offending parties will be held accountable to the following escalating scale of penalties:

<i>1<sup>st</sup> violation</i>	–	<i>warning</i>
<i>2<sup>nd</sup> violation</i>	–	<i>\$250 fine</i>
<i>3<sup>rd</sup> violation</i>	–	<i>\$500 fine</i>
<i>Further violations</i>	–	<i>\$1,000 fine</i>

Each fine on record will be eliminated 365 days after its occurrence.

THE ABOVE RULES AND REGULATIONS have been approved and adopted by the BASECAMP SHOPS & RESIDENCES HOA Board of Directors, effective as of the \_\_\_\_ day of November, 2021.

BASECAMP SHOPS & RESIDENCES HOA

By: \_\_\_\_\_  
Fred Newcomer, President

EXHIBIT A

to  
BASECAMP SHOPS & RESIDENCES OWNERS ASSOCIATION, INC.  
RESIDENTIAL RULES AND REGULATIONS

1. INSURANCE COVERAGES

- A. Workers' Compensation. Workers' Compensation insurance with statutory limits in compliance with the law or laws of the state or states in which employees are hired or will work. In addition, Employer's Liability insurance, including Occupational Disease coverage, meeting the requirements and minimum limits listed below:

\$500,000	Bodily Injury Each Accident
\$500,000	Each Employee
\$500,000	Aggregate – Policy Limit

Such insurance shall include "other states" insurance, so as to include all states not named on the declarations page of the insurance policy, except for the monopolistic states.

Association requires all parties to carry this insurance regardless of eligibility for waiver or exemption of coverage under state statute.

- B. Commercial General Liability. Commercial General Liability insurance must be written for the following policy limits:

\$1,000,000	Per Occurrence, Combined Single Limit for Bodily Injury and Property damage
\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operating Aggregate

Coverage shall be written on the Standard Insurance Service Office (ISO) Policy form or its equivalent, and shall include broad form contractual, broad form property damage, personal injury, premises operations, products/completed operations, independent contractors and subcontractors), fire legal liability, and coverages for XCU.

General Liability, including products/completed operations, must be carried for a minimum of three years from completion of Contractor's Work on-site, or as required by the Contract Documents.

- C. Umbrella and Excess Liability. Umbrella and Excess Liability insurance must be written for the following policy limits:

\$2,000,000	Per Occurrence
\$2,000,000	Annual aggregate limit

Coverage must follow primary policy form.

- D. Commercial Automobile Liability. Commercial Automobile Liability insurance covering the use of all owned, non-owned, and hired automobiles used in connection with work by Contractor at the Project, both on and off the jobsite, containing combined single limit of \$1,000,000 per accident.
- E. Commercial Watercraft and/or Aircraft Liability. Commercial Watercraft and/or Aircraft Liability insurance covering the use of all owned, non-owned, and hired watercraft and/or aircraft with a combined bodily injury or property damage limit of \$50,000,000, if watercraft or aircraft are used in connection with Contractor's work at the Project.
- F. Pollution/Professional Liability. Association will determine on an individual contract basis what, if any, coverage shall be carried and what minimum limits will be required.

G. Equipment Policy. Equipment Policy providing coverage for Contractor's equipment and tools brought onto the Project.

2. CONDITIONS

- A. All of the above insurance shall be endorsed to contain the following wording:  
    "This insurance will not be cancelled without at least thirty (30) days advance written notice to the Basecamp Shops & Residences Owners Association, Inc."
- B. Such other insurance as the Contractor may carry with respect to its operations and/or property is at its own expense and risk.
- C. All insurance companies providing coverages must be acceptable to the Association.
- D. Such insurance shall be primary and non-contributory with any other insurance and shall be in a form and from insurance companies acceptable to Association.
- E. The required insurance limits may be provided through a combination of primary and umbrella/excess policies.
- F. Commercial General Liability, Umbrellas/Excess, and Auto Liability policies required in this section shall name Prime Contractor, Owner, Architect, and other parties as required under the terms of the contract between Prime Contractor and Subcontractor as Additional Insured. The Additional Insured endorsement shall be ISO form GC2010(11/85) edition or its equivalent. Coverages provided to the Additional Insureds shall be primary and non-contributory with respect to any other insurance available to the Additional Insureds.
- G. All policies of insurance, as allowed by statute, that are in any way related to the work or services by Contractor at the Project, including those that are secured and maintained by consultants and Contractors, shall include a provision providing that each party and their insurance carriers shall waive all rights of recovery under subrogation or otherwise, against Additional Insureds.

3. CERTIFICATES AND THIRTY-DAY NOTICE

Each Contractor, prior to commencing with any work at the Project, shall provide Certificates of Insurance, in a form and with content acceptable to Association, evidencing compliance with the insurance requirements throughout the duration of such work and shall provide a copy of the policy upon request. The insurance required shall be with licensed and qualified insurance companies acceptable to the Association.

Each certificate shall include:

- Limits of liability for coverages as listed above.
- Required Additional Insureds and waiver of subrogation acknowledgement.
- 30 days written notice to Association.

Certificate Holder:

Basecamp Shops & Residences Owners Association, Inc.

c/o \_\_\_\_\_

Attn: \_\_\_\_\_

\_\_\_\_\_, CO \_\_\_\_\_