

**AMENDED AND RESTATED RULES,  
REGULATIONS AND POLICIES OF  
ANTLERS LODGE CONDOMINIUM ASSOCIATION**

Effective October 15, 2020

The Antlers Lodge Condominium Association ("Association") has adopted these Amended and Restated Rules, Regulations and Policies ("Rules") pursuant to the Condominium Declaration for Antlers Lodge Condominiums, as that document 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 and the Bylaws.

1. Purpose and Scope. The primary functions of the Association are to manage the Common Elements and enforce the Declaration and Bylaws, including adopting these Rules in connection with such management and enforcement responsibility. The Board of Managers has adopted these Rules in order to protect the value and desirability of the Project. These Rules supplement other rules that may be found in the Articles, the Declaration and the Bylaws.
2. Common Elements. All areas used in common by Owners and Occupants (as defined in the Declaration, section 2.22, "Occupant" includes a Unit Owner's guests, invitees and tenants) shall not be obstructed or used for any purpose other than access to and from Units or other purposes for which they are intended. The Common Elements may not be used for the storage of personal belongings, trash or garbage. Any damage to the Common Elements caused by repairs or alterations to Units is the responsibility of the Unit Owner of that Unit. Littering is prohibited on the Project. Unit Owners may not alter or modify any portion of the Common Elements without first obtaining the approval of the Board of Managers. Any unapproved item or fixture attached to the Common Elements may be removed and discarded by the Board of Managers. The Managing Agent may inspect the Units to ensure compliance with this requirement.
3. Smoke Detectors and Carbon Monoxide Detectors. Unit Owners must always keep a current and working smoke detector in a Unit, as well as a working carbon monoxide detector as required by Colorado law. The Managing Agent shall inspect all Units annually to ensure compliance with these requirements. The Managing Agent may replace or repair an inoperable smoke detector or carbon monoxide detector, and the Unit Owner shall be responsible for the cost of the same.

4. Fireworks. No fireworks of other incendiary devices are allowed anywhere on the Project.
5. Firearms. No firearms may be fired or otherwise discharged on the Project.
6. Grills. No grills of any kind, including not limited to electric, propane charcoal or wood burning grills, may be used or stored anywhere on the Project. No flammable liquid for the purposes of starting fires may be stored anywhere on the Project. Unit Owners and Occupants may use the community grills located on the Project.
7. Leasing and Management Companies. All leasing companies and management companies, and/or Unit Owners, must provide the Managing Agent with the names and contact information for renters, upon request of the Association or the Managing Agent. Upon the execution of a rental agreement or lease for a Unit in the Project, all leasing companies and management companies, and/or Unit Owners must provide their emergency contact information to the Managing Agent. All individuals renting or leasing any Unit in the Project must be: (1) at least eighteen (18) years of age; (2) able to legally enter into a contract; and (3) legal citizens or able to provide documentation of legal status. All leasing companies and management companies, and/or Unit Owners are responsible for providing copies of these Rules and the Bylaws to their Occupants. Unit Owners are required to provide the Association with a signed copy of all leases for all rentals in excess of five (5) months in the Project.
8. Noises and Nuisance. No Unit Owner or Occupant shall make or permit any noise within a Unit that will disturb or annoy the Occupants of any other Unit. Smoking is prohibited in the Common Elements. No odor may be emitted in any part of the Project which is noxious or offensive to others. No inside lights which are unreasonably bright or cause unreasonable glare are permitted. No activity may be conducted on any part of the Project which is or might be unsafe or hazardous to any person or the Project as a whole. No activity may be conducted on any part of the Project which interferes with the peaceful possession and use of the Project by Unit Owners or Occupants. Loitering and loud noises are prohibited in the Common Elements. Loud noises are prohibited in the Project during quiet hours from 10:00 p.m. to 8:00 a.m. daily. Unit Owners and Occupants shall not emit loud noises, including but not limited to voices, televisions, electronic equipment, and musical equipment, from their Unit s, especially during quiet hours. Entry doors for buildings shall be kept closed in order to contain as much noise as

possible.

9. Decks/Patios. Unsightly, oversized, or excessively brightly colored deck furniture may not be kept on decks. From May 1 to November 1 only, Unit Owners and Occupants may keep the following items on their decks or patios: operable bicycles, which must be stored on the deck and not hung; and well maintained hummingbird feeders, flower boxes, and hanging baskets that contain live flowers. No artificial plants are allowed. Swimsuits, towels, clothing, rugs and similar items may not be hung on decks or patios or attached to any building.
10. Use of Units. The uses of Units are subject to the following:
  - (a) Units may be used for single family residential purposes only. No secondary Units or apartments may be created on or in any Unit. Group home and living arrangements are prohibited.
  - (b) Only Unit Owners may use their Units for home occupations, which do not cause unreasonable disturbances to other Unit Owners or Occupants and are permitted by applicable zoning, municipal or land use.
  - (c) All Units entry door locks must be accessible by the Managing Agents master key. Unit Owners must obtain the permission of the Managing Agent before adding a lock to the Unit's entry door. In the event of an emergency where the Managing Agent must forcibly enter a Unit, and the Unit Owner is not in compliance with this provision, all expenses for repairs, replacements, keying or rekeying of damaged locks shall be the responsibility of the Unit Owner.
  - (d) The Managing Agent shall not provide keys to any Occupants unless the Unit Owner provides Notice to the Managing in writing and the Occupants provide proper identification.
  - (e) No wood burning stoves or appliances are allowed anywhere on the Project.
  - (f) No Unit Owner shall sell or offer any interest in a Unit under a "time sharing" or "interval ownership " plan or any similar plan without the specific prior written approval of the Association.
  - (g) Except for ingress and egress purposes, garage doors must be kept closed at all times.
  - (h) The number of Occupants allowed to reside in any Unit for a period of thirty (30) days or more, long term rental, is restricted to:

1 Bedroom Unit	2 people
2 Bedroom Unit	4 people





- additional skylight, window, door, or other alteration visible from the exterior of the Unit or to any Common Element;
- (b) Window coverings or other improvements, alterations, or decorations visible from outside a Unit; or
  - (c) Alteration or subdivision of Units or relocation of boundaries between adjoining Units.

To apply to the Board of Managers for the required written approval for a proposed Alteration, the Unit Owner must submit plans and specifications showing the nature, kind, shape, height, color, materials, and location of the proposed Alteration in sufficient detail for the Board of Managers to review them. The Unit Owner shall submit five (5) copies of the plans and specifications to the Managing Agent. The Unit Owner is responsible for any processing and/or review fees, which may include professional fees, the Association may incur in retaining architects, engineers or attorneys to review the plans and specifications. In reviewing the plans and specifications, the Board of Managers shall specifically consider the impact of the proposed Alteration on the harmony of external design and location in relation to surrounding structures and topography. Unless the Board of Managers specifically approves in writing a proposed Alteration within thirty (30) days of the Managing Agent receiving the correct number of plans and specifications, the Board of Managers is deemed to have denied the proposed Alteration. The decision regarding a proposed Alteration is within the sole discretion of the Board of Managers and is final.

12. Trash. Unit Owners and Occupants are responsible for placing all trash and garbage in the dumpsters. Trash may not be left anywhere else on the Common Elements. The disposal of any furniture, refrigerators, appliances, mattresses, tires, car batteries and motor oil are forbidden anywhere in the Project. If the dumpster is full and requires an extra pickup, please call the Managing Agent.
13. Powers of Managing Agent. The Managing Agent has full responsibility and authority to enforce the Rules, including rules regarding the hot tub and clubhouse areas. All infractions of the Rules should be reported to the Managing Agent and shall be handled pursuant to paragraph 25. The Managing Agent has full authority to handle all issues as directed by the Board of Managers. All Unit Owners and Occupants shall comply with requests of the Managing Agent regarding the Rules. Violators are subject to all procedures which may result in a penalty assessment against an Owner. The Managing Agent is not responsible for taking or delivering personal messages. Emergency messages will be taken

and delivered, if possible. The Managing Agent is not responsible for addressing any rental related problems, or for showing rental or sales properties.

14. Pets. The keeping of pets on the Project are subject to the following:
- (a) Only Unit Owners are allowed to keep a reasonable number of domesticated Dogs, cats and/or birds in their Units. For the purposes of this paragraph, Unit Owners include a Unit Owners' immediate family (e.g., spouse, children, grandchildren and parents). Occupants are not allowed to keep pets anywhere in the Project. Unit Owners may not authorize Occupants to bring pets into the Project.
  - (b) Unit Owners are required to clean up after their pets and are responsible for any damage caused by their pets.
  - (c) Any noise or disturbance by a pet anywhere on the Project is prohibited. No kennel or commercial pet operations are permitted.
  - (d) All pets on the Project must be kept on a leash when not in a Unit. The leash must be under the control of a person physically capable of controlling the pet. Any pet in an open vehicle must be tethered so the pet cannot extend beyond the confines of the vehicle.
  - (e) Pets may not be left unattended anywhere in the Common Elements. The Managing Agent may remove any such pet at the expense of the pet owner.
  - (f) The Board of Managers may order removal of a pet from the Project if any of the rules set forth in this paragraph are violated.
15. Satellite Dishes. Satellite dishes may not be installed anywhere on the Project without the prior written consent of the Board of Managers.
16. Signs and Flags. No sign, notice, or other advertisement shall be placed in any window, on any balcony, on any Unit, without the written permission of the Board of Managers, except as set forth in this paragraph.
- a. A Unit 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 a 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. A Unit Owner or Occupant may display an American flag in a window of a 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. A Unit Owner or Occupant may display a service flag bearing a star denoting the service of the Unit Owner or Occupant, or a member of the Unit 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".
17. Emergency Vehicle Parking. The Association shall not prohibit the parking of a motor vehicle on the Project if the unit owner or Occupant is required by its employer to have the vehicle at his or her residence during designated times, and:
- (a) The vehicle weighs less than ten thousand pounds (10,000 lbs.);
  - (b) The Unit Owner or Occupant is a bona fide member of a volunteer fire department, or is employed by an emergency service provider;
  - (c) The vehicle bears an official emblem or other visible designation of the emergency service provider; and
  - (d) Parking of the vehicle will not obstruct emergency access or interfere with the reasonable needs of the other Unit Owners or Occupants to use parking areas and driveways within the Project.
18. Parking Regulations. Parking is provided for Unit Owners and Occupants as follows:
- (a) Parking is provided only for Unit Owners and Occupants. Except for Units A12 and A22, each of which has one (1) exterior parking space, each Unit is provided with one (1) garage parking space and one (1) parking space in front of the garage.
  - (b) A vehicle may not occupy more than one (1) parking space and cannot extend onto the street.
  - (c) Driveways and sidewalks shall not be obstructed in any way or used for any other purpose other than entering or departing Units.
  - (d) Except as otherwise set forth herein, no trucks (pickup trucks and SUVs excepted), commercial vehicles, trailers, mobile homes or detached campers may be stored, kept or maintained anywhere in the Project.
  - (e) No boats, recreation vehicles, off-road vehicles, snow mobiles or trailers (with or without a boat, vehicle, or anything else on it) or

similar crafts or vehicles may be kept, stored, parked or maintained anywhere on the Project, except inside a garage.

- (f) All vehicles parked in the Project must be licensed, registered and operating. No damaged or unsightly vehicles may be kept, stored, parked or maintained anywhere on the Project. No junk vehicle, inoperative vehicles, unlicensed vehicle, or vehicle under repair may be parked, stored or maintained on the Project for more than three (3) days.
- (g) All vehicles must be removed from the driveways of Units for snow removal no later than 10:00 a.m. on the morning following a snowfall of more than four (4) inches.
- (h) No vehicle maintenance, including oil changes, may be performed on the Project
- (i) If a violation of any parking rule as set forth herein has occurred and the vehicle operator is unwilling or unavailable to immediately resolve such violation, the Managing Agent in its sole discretion, may have the vehicle towed by a professional towing service at the expense of the vehicle's owner or operator.

The Association is not responsible for any damage to vehicles parked on the Project.

19. Entry of Units. In the case of emergency originating in or threatening any Unit, regardless of whether the Unit Owner or Occupant 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. The Association also has the right to access any Unit for maintenance and repair purposes, including inspection of electrical and plumbing equipment.

20. Liability Insurance. Each Unit Owner shall obtain liability insurance covering such Owner's liability for claims and liabilities arising in connection with the ownership of the Condominium Unit or the use thereof with a combined single limit of not less than one million dollars (\$1, 000,000) in respect to any one accident or occurrence. A certificate for this insurance required to be carried by each Unit Owner shall be provided to the Association within sixty (60) days of notice from the Association of this provision of the Rules and at least annually or upon any change in such insurance, thereafter.

21. Insurance Claims by Owners. Subject to C.R.S., § 10-4-11 0.8(5), as may be amended, a Unit Owner shall have the right to file a claim against the insurance 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 a Unit Owner for clarification of coverage. In making such a claim against any insurance policy of the Association, the Unit Owner must follow this procedure:
- (a) The Unit Owner must first contact the Board of Managers in writing regarding the subject matter of the claim.
  - (b) The Unit Owner must give the Association at least twenty (20) days to respond in writing, and give the Association a reasonable opportunity to inspect the damage; and
  - (c) The Unit 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.
22. Assessment of Insurance Deductibles. When the Association, or a Unit Owner settles a property insurance claim with any insurance policy of the Association, the Association shall have the power to assess the negligent Unit Owners causing the loss or Unit Owners benefiting from the repair or restoration all deductibles paid by the Association. If more than one Unit is damaged by a loss, the Association, in its reasonable discretion, may assess each Unit Owner a pro-rata share of any deductible paid by the Association. Any such deductible shall be levied and collected as an assessment against the Unit of the responsible Unit Owner.
23. Performance of a Reserve Study. The Board of Managers may, from time to time and in its discretion, cause a reserve study ("Reserve Study") to be performed for those portions of the Common Elements of which the Association is responsible for the maintenance, repair, replacement and improvement. A Reserve Study may be based upon a physical analysis and /or a financial analysis, as determined by the Board of Managers. The Reserve Study may discuss the projected sources of funding for replacement of the Common Elements, and whether there is a current funding plan in place. The Board of Managers may perform an internally conducted Reserve Study or may retain a reserve study analyst or specialist to complete the Reserve Study. Any Reserve Study conducted may be updated at any time in the discretion of the Board of Managers.
24. Investment of Reserve Funds and Assessment Reserves. If the Board of

Managers is to invest any reserve funds or Assessment reserves to generate revenue that will accrue to the balance of such reserve funds or Assessment reserves, 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 availability of 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.

## 25. Resolution of Rules Violations.

- a. Violation Resolution Process. The Board of Managers hereby establishes the following policy for resolving violations of or noncompliance with the Declaration, the Bylaws and these Rules by a Unit Owner or Occupant.
  - i. Any Unit Owner or Occupant may notify the Managing Agent or Board of Managers regarding the existence of an alleged violation. The Board of Managers shall refer any such complaints to the Managing Agent. In the event a member of the Board of Managers independently becomes aware of an alleged violation, he or she must promptly notify the Managing Agent. The Managing Agent must promptly proceed under subparagraph (ii) if it receives a complaint or independently becomes aware of an alleged violation.
  - ii. The Managing Agent shall promptly investigate all alleged violations. The Managing Agent, in its sole discretion, may require the claiming Unit Owner or Occupant ("Complainant") to provide additional information or set forth the allegations of the violation in writing. If the Managing Agent is satisfied that there may be a violation, the Managing Agent shall promptly contact the alleged responsible Unit Owner ("Respondent") in person, by

telephone, or in writing regarding the possible violation. The Managing Agent may also, but is not required to, contact the Occupant in the Respondent's Unit, if any, regarding the possible violation. The Managing Agent, in its sole discretion, may require the Respondent to set forth an explanation regarding the violation in writing. Any writings collected hereunder by the Managing Agent shall be kept in the Association's records and shall not be reproduced or distributed unless required by the Board of Managers or law.

- iii. After evaluating the positions of the Complainant and Respondent, the Managing Agent shall determine, in its sole discretion, whether there has been a violation. If the Managing Agent determines that there has been no violation, the Managing Agent shall notify both the Complainant and Respondent and place a written statement to that effect in the Association's records. If the Managing Agent determines that there has been a violation, it shall mail a written notice of violation ("Notice") to the Respondent in an envelope marked "URGENT - FINANCIAL CONSEQUENCES INVOLVED" by Certified Mail, Return Receipt Requested. The Notice shall set forth the date of Notice, details and date of the violation, any deadline for terminating the violation before the imposition of penalties and/or legal action, the dollar amount of any potential financial penalty, and the right to request a hearing before the Board of Managers to contest the finding of the violation or the potential financial penalty.
- iv. For purposes of this paragraph, service of the Notice on one Unit Owner shall be service on all Unit Owners of the Unit. It is the Unit Owners' obligation to keep the Managing Agent notified of any change of address. Failure to do so will not affect the validity of service hereunder.
- v. Subject to a Respondent's request for hearing under subparagraph (c)(i), if the alleged violation is not corrected within the time set forth in the Notice or occurs again within the next twelve (12) months following service of the Notice,

the Managing Agent shall, in its sole discretion, satisfy itself that there is a repeated or continuing violation, at which time financial penalties pursuant to the Notice shall be assessed and/or the Association may initiate legal action to abate the violation.

b. Financial Penalties.

- i. The Board of Managers hereby establishes the financial penalties for violation of or noncompliance with the Declaration, the Bylaws or these Rules by a Respondent or Occupant, as follows:

	One-Time Occurrence	Continuing Occurrence
First Offense	\$100	\$50/day until resolved
Second Offense	\$200	\$50/day until resolved
Third or More Offenses	\$300	\$50/day until resolved

- ii. The applicable penalty is determined by the type of violation. One- Time Occurrence penalties apply to a violation that constitutes a discrete incident (e.g., barking dog). Continuing Occurrence penalties apply to violations that are of a continuous nature, including, but not limited to, the Respondent's refusal to remove an inappropriate item from a balcony or improper use of a Parking Space. The Managing Agent may, in its sole discretion, determine that a violation is a One-Time Occurrence. The Managing Agent may, in consultation with at least one (1) member of the Board of Managers, determine that a violation is a Continuing Occurrence.
- iii. Any penalty assessed, if not voluntarily paid to the Association before the next scheduled payment of dues, will be added to the next billing statement and is payable within thirty (30) days thereafter. If, after a hearing or a waiver thereof, a violation or series of violations is deemed to have occurred, the penalties shall be assessed from the date of the first violation and added to the next billing statement. Any unpaid amount shall be charged against the Respondent's Unit and will be collectible as any other assessment charged against the Unit. In the event the assessments are not paid in a timely manner, the Board of Managers may impose charges for



late payments, recover legal costs for the collection of assessments and other actions to enforce the Rules of the Association, regardless of whether an action was initiated. Nothing herein shall operate to limit the Association's remedies.

- iv. Assessments of financial penalties may be waived in whole or in part or adjusted downward in the sole discretion of the Board of Managers. Waiver or adjustment in a particular case will not set a precedent in any other case.

c. Hearing Process.

- i. Any Respondent who has received a Notice of violation resulting in the assessment of a financial penalty shall have an opportunity to request a hearing for the purpose of contesting the violation or the financial penalty set forth in the Notice. The Respondent must contact the Managing Agent in writing within ten (10) days following the date of service of the Notice and request a hearing. The Managing Agent shall, within ten (10) days of receiving the request for hearing, schedule a formal hearing before the Board of Managers, who may be present in person or via teleconferencing technology. The Respondent must participate in person during the hearing and may have witnesses present. In the event a proper and timely request for a hearing is not made as provided herein, the right to a hearing shall be deemed forever waived.
- ii. The Board of Managers may act as an impartial decision maker as that term is defined in C.R.S. § 38-33.3-209.5. Any member of the Board of Managers who has a direct personal or financial interest in the outcome of a hearing and, therefore, is incapable of acting as an Impartial Decision Maker, shall disclose such interest to the other members of the Board of Managers. The remaining members of the Board of Managers not having a direct personal or financial interest in the outcome of the hearing will determine if such member is disqualified as an Impartial Decision Maker and, therefore, from participating in the hearing. A member of the Board of Managers shall not be deemed to have a direct personal or financial interest in the outcome if he or she will not, as the result of the outcome, receive any greater benefit

or detriment than will the general membership of the Association. If disqualification of members of the Board of Managers results in an even number of remaining members eligible to make a decision, the Board of Managers may appoint a Unit Owner in good standing to serve as an Impartial Decision Maker. If disqualification of members of the Board of Managers results in no eligible members, the Board of Managers may appoint one (1) or more Unit Owners in good standing to serve as Impartial Decision Makers.

- iii. The Impartial Decision Makers may confer with witnesses or other members of the Board of Managers or the Managing Agent before rendering a decision. A final decision will be rendered at the end of the hearing. In the event there are circumstances that prevent the Impartial Decision Makers from rendering its decision at the end of the hearing, a final decision will be made within five (5) days after the hearing, and the Respondent will be notified verbally and in writing of the Impartial Decision Makers' decision at that time.
- iv. If, after the opportunity to be heard, a violation or series of violations is deemed to have occurred, the assessment of penalties shall be upheld from the date of the first violation. The Respondent shall also be responsible for all expenses, if any, incurred by both parties in completing the resolution and hearing process.
- v. If the Impartial Decision Makers overturn the assessment of penalties, the Managing Agent will refund any payment already made by the Respondent or, if no payment has yet been made, the assessment will be removed from the Respondent's next billing invoice. In that event, each party will be responsible for their own expenses, if any, incurred in completing the resolution and hearing process.

26. Dispute Resolution. Except in connection with a proceeding regarding the violation of the Association Documents or in connection with the collection of any past due Assessments, fines or other charges, 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 Summit County, 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 these Rules 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 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.

27. Notices. All notices or demands under this paragraph shall be in writing and provided in accordance to the addresses required to be provided by the Association, and the address of the Owner required to be kept on file by the Association

28. Amendment. The foregoing Rules are subject to amendment as more fully provided for in Article 14 of the Bylaws.

The undersigned certifies that the foregoing Rules, Regulations and Policies were adopted by the Board of Managers of the Association as of the 15<sup>th</sup> day of October 2020.

  
\_\_\_\_\_  
President