

RULES
OF COUNTRY CLUB TOWNHOMES CORPORATION
SNOWMASS VILLAGE, COLORADO
Adopted by the CCTH Board August 6, 2014

TABLE OF CONTENTS

1. ARCHITECTURAL /LANDSCAPE DESIGN GUIDELINES FOR EXTERIOR CHANGES TO UNITS AND FOR LANDSCAPING CHANGES TO GENERAL AND LIMITED COMMON AREAS RULES pp. 1-2

- 1.1 Architectural/Landscape Design Guidelines
- 1.2 Landscape changes/maintenance
- 1.3 Deck replacement/maintenance
- 1.4 Planters and privacy screens

2. RESTRICTIONS ON USE OF THE PROPERTY RULES pp. 2-4

- 2.1 Single family residence only
- 2.2 Unit Owners and quests
- 2.3 Business or professional occupations
- 2.4 Pet ownership
- 2.5 Pets on leashes and pick-up of waste
- 2.6 Noise
- 2.7 Noxious odors or offensive activity
- 2.8 Restriction on use of charcoal barbecue grills
- 2.9 Parking, use of garages, and storage
 - (a) Unit Owner's parking spaces
 - (b) Garages
 - (c) Inoperable or commercial vehicles
 - (d) Storage containers
 - (e) Right to tow
- 2.10 Rental of units

3. APPEARANCE OF COMMON AREAS RULES pp. 4-5

- 3.1 Garbage and trash

- 3.2 Utility/maintenance closets in each building
- 3.3 Television dishes, antennas, and other media technical equipment
- 3.4 Exterior blinds, shades, awnings
- 3.5 No nails, screws, or other holes in exterior of Unit
- 3.6 Sign restrictions
- 3.7 Draperies or window coverings
- 3.8 Holiday lights and other decorations
- 3.9 Outdoor play equipment
- 3.10 State of repair and cleanliness
- 3.11 Bears attracted by birdfeeders/grills

4. GENERAL ADMINISTRATIVE RULES RULES pp. 6-10

- 4.1 Amendments
- 4.2 Right of entry into Units by CCTH employees
- 4.3 Rules discouraging CCTH employees from receiving personal articles from Unit Owners
- 4.4 No solicitations
- 4.5 Personal property liability
- 4.6 Property and fire insurance liability
- 4.7 Payment of assessments
- 4.8 Complaints procedure regarding management
- 4.9 Compliance with these Rules and complaints procedure for noncompliance
- 4.10 Fines for noncompliance of these Rules
- 4.11 Alternative Dispute Resolution – Disputes between Owner and Association or Board Member

ATTACHMENT A

ARCHITECTURAL/LANDSCAPE DESIGN GUIDELINES ALDG pp. 1-6

- 1. APPLICATION PROCEDURES FOR UNIT OWNERS BEFORE MAKING EXTERIOR OR LANDSCAPE CHANGES
- 2. BOARD REVIEW AND APPROVAL
- 3. DECK AND AT-GRADE ENTRANCES POLICIES
- 4. LANDSCAPE POLICIES
- 5. POLICIES REGARDING TELEVISION DISHES AND OTHER ATTACHMENTS TO EXTERIORS
- 6. EXPANSION OF UNITS AND PROHIBITIONS TO EXPAND CERTAIN

AREAS, AS OUTLINED IN TOWN OF SNOWMASS VILLAGE
PUD AMENDMENT

7. CCTH BOARD CONTACTS

FORM A CONSTRUCTION RULES FOR WORKMEN

FORM B OWNER/CONTRACTOR CONTACT, INSURANCE, AND
SCHEDULING INFORMATION

ATTACHMENT B

RENTAL RESTRICTIONS

ATTACHMENT C

ASSESSMENT BILLING AND COLLECTION PROCEDURES

RULES
OF COUNTRY CLUB TOWNHOMES CORPORATION
SNOWMASS VILLAGE, COLORADO
Adopted by the CCTH Board August 6, 2014

Most of these “Rules” were suggested or requested by current or past “Unit Owners” of Country Club Townhomes Corporation (“CCTH”). Many of the Rules are specifically stated in the recorded CCTH Amended and Restated Condominium Declaration (“Declaration”). The Declaration and the CCTH Restated Bylaws (“Bylaws”) give specific power to the Board of Managers (“Board”) to make and enforce these Rules in an effort to further promote and protect the value, desirability, and attractiveness of CCTH property.

“General Common Areas” means all real and personal property owned by CCTH for the use of all owners, such as green spaces, parking areas, maintenance building, and utility closets. “Limited Common Areas” means property owned by the association reserved for use by fewer than all the Unit Owners and generally applies to property which is contiguous to a unit and designated for use by that unit only: for example, but not limited to, load bearing walls, decks, walkways and gardens leading into units. ***For a more extensive legal description of these terms, legally known as General Common Elements and Limited Common Elements, Unit Owners should see 1.5(a) and (b) of the Declaration. Unit Owners will find these Rules, plus attachments, as well as the Declaration and Bylaws, on the CCTH website.*** (If a Unit Owner wants to look at references to these Rules in the CCTH Declaration or Bylaws, the Unit Owner may use the parenthetical references following applicable paragraphs below.)

1. ARCHITECTURAL/LANDSCAPE DESIGN GUIDELINES FOR EXTERIOR CHANGES TO UNITS AND FOR LANDSCAPING CHANGES TO GENERAL AND LIMITED COMMON AREAS

1.1 Architectural/Landscape Design Guidelines. No changes may be made to the exterior of any unit or adjacent Limited Common Area, or to landscaping in General or Limited Common Areas, without prior written approval from the Board. ***The Board has adopted Architectural/Landscape Design Guidelines, listed in Attachment A to these Rules;*** and the Board, or its appointed committee, will act as fairly as possible, in accordance with its interpretation of these Guidelines. A Unit Owner must apply in writing, as outlined in the Guidelines.

1.2 Landscape changes/maintenance. Unit Owners may not change or add landscaping in the General and Limited Common Areas without written Board approval, and the Unit Owner, or any subsequent Unit Owners, will be responsible for maintaining the changed areas. Any Unit Owner making unauthorized exterior or landscaping changes will be

responsible for expenses the Board requires to comply with its interpretation of the Guidelines. ***For complete Rules on landscaping changes, Unit Owners are directed to the Architectural/Landscape Design Guidelines, Attachment A.***

1.3 *Deck replacement/maintenance.* All decks are Limited Common Areas but are the Unit Owner's responsibility to contract and pay for replacement, and the replacement must follow the Architectural/Landscape Design Guidelines, requiring written approval by the Board. Surface staining of original decks will be the maintenance responsibility of CCTH. Maintenance of replaced decks is responsibility of Unit Owner. ***For the complete Rules on decks, Unit Owners are directed to the Architectural/Landscape Design Guidelines, Attachment A.***

1.4 *Planters and privacy screens.* All planters, privacy screens, benches, and any other additions to decks, including irrigation systems installed in planters by Unit Owners, are the sole replacement/maintenance responsibility of Unit Owner, and ***any replacement must be approved as outlined in the Architectural/Landscape Design Guidelines, Attachment A.***

2. RESTRICTIONS ON USE OF THE PROPERTY.

2.1 *Single family residence only.* Each Unit is limited to occupancy by a single family, defined as a group of individuals living together as a single, noncommercial, nonprofit household, sharing a kitchen and dining area, with no more than two persons per bedroom. No part of any Unit shall be used for any purpose except housing and the common purposes for which the Unit was designed. (Decl. 4.1)

2.2 *Unit Owners and guests.* These Rules apply to Unit Owners, to their families, tenants, employees, agents, visitors, and to any guests, invitees or licensees of the Unit Owner. The Unit Owners shall comply with all the Rules governing the buildings, decks, driveways, recreational areas, grounds, parking areas, and any other appurtenances to the General or Limited Common Areas of CCTH. When in General or Limited Common Areas, all minors of Unit Owners and guests must be under parental or responsible guardian supervision at all times and shall not make objectionable loud noise, play, or trespass on other Limited Common Areas. Each Owner shall incorporate these Rules into any lease by reference, and a copy shall be appended to the lease. Any revisions to these Rules shall be promptly delivered to such Owner's tenant(s).

2.3 *Business or professional occupations.* No industry, business, or trade will be permitted to be domiciled in a Unit or run from a Unit. Professional and administrative functions are allowed provided such practice is incidental to the primary use of the Unit as a residence, and provided no external evidence of business practice is visible to the neighbors. Signs or advertising shall not be displayed in windows or in the General or Limited Common Areas. (Decl. 4.1)

2.4 Pet ownership. Only Unit Owners may have household pets, and the number is restricted to two common pets per Unit, unless written consent is given by the Board. No renters, guests, employees, contract workers, or other visitors may have pets on the property of the Unit or common property. No wild animals, reptiles, or pets of any kind shall be raised or bred in a Unit. (Decl. 4.6)

2.5 Pets on leashes and pick-up of waste. No pets are allowed on CCTH General or Limited Common Areas unless on a leash and in compliance with the Town of Snowmass Village laws. Pets may not be tethered, chained, or otherwise restrained on any of the Unit decks or the Common Areas, and they shall not be allowed to make objectionable noise or play or trespass on other Limited Common Areas. Unit Owners must pick up their dog waste and put it in the convenient dog waste receptacles placed throughout the townhome areas. The Declaration specifies that any damage caused by a pet to CCTH General Common Area landscaping must be repaired at the Unit Owner's expense. (Decl. 4.6)

2.6 Noise. No Unit Owner, tenant, or guest will make or permit any disturbing noises on the property. No Unit Owner, tenant, or guest will play, or allow to be played, any musical instrument, or operate or allow to be operated any electronic entertainment device, at such high volume that it will cause unreasonable disturbances to neighbors.

2.7 Noxious odors or offensive activity. No Unit Owner, tenants, or guest shall cause, or allow to be caused, noxious odors or offensive activity that may disturb neighbors.

2.8 Restriction on use of charcoal barbecue grills. For fire safety and insurance concerns, charcoal barbecue grills are prohibited on upper decks. Charcoal barbecue grills must be placed ten feet away from any building components having combustible construction, and Unit Owners need to use common grill safety measures. Gas grills are allowed on upper and lower decks.

2.9 Parking, use of garages, and storage.

(a) Unit Owner's parking spaces. Each Unit Owner has permanent parking available inside the Unit Owner's garage and the area immediately outside the garage. All other parking spaces are "open parking" and not for permanent use by anyone. No Unit Owner may conduct major repairs or restorations of a vehicle in any parking spaces. All vehicles must have current license plates, and no parked vehicles may be covered, even temporarily, by tarps. No vehicle with a "For Sale" sign attached may be parked in the CCTH property. The Unit Owner will be responsible for instructing guests, tenants, employees, and other invitees not to block sidewalks, neighbors' garages, or driveways; and CCTH shall be held harmless for damages or losses as a result of illegal parking.

(b) Garages. Garages can be used only for the storage of operable vehicles and storage incidental to the garage. No conversion of garages to living, office, workshop, or permanent storage space will be allowed.

(c) Inoperable or commercial vehicles. No inoperable (or unlicensed) vehicle or large commercial-type vehicle may be parked in a Unit Owner's permanent spaces or in open parking areas. No parking of trailers, camper-type vehicles, snow mobiles, buses, boats, or motor homes will be allowed for more than one week. This Rule does not apply to commercial vehicles related to approved current construction projects or to emergency vehicles under 10,000 pounds Gross Vehicle Weight Rating.

(d) Storage containers. Large portable storage units or mobile storage containers may not be parked for more than one week in CCTH driveways or on any other General or Limited Common Areas.

(e) Right to tow. Vehicles in violation of these Rules may be towed at Unit Owner's risk and expense.

2.10 Rental of units. Deeds to CCTH units vary on leasing and rental restrictions for each cluster, or phase, of buildings; and Unit Owners will comply with the Rental Restrictions outlined in Attachment B. The Board enforces all Rental Restriction policies.

3. APPEARANCE OF COMMON AREAS

3.1 Garbage and trash. All garbage and trash must be placed in the trash receptacles at the CCTH Maintenance Building, and no garbage or trash may be placed outside the receptacles or elsewhere in the Common Areas. No garbage cans, containers, or bags of any kind may be placed outside for pick-up or collection. No paint cans or old appliances of any kind may be dumped into the trash receptacles. Unit Owner should contact Snowmass Village Public Works Department (970-923-5110) for advice on proper disposal of these items.

3.2 Utility/maintenance closets in each building. Utility closets housing electrical, heat tape controls, cable, and telephone equipment, were designed and intended solely for these purposes; and the closets must be kept clear for access by service and utility company employees as well as CCTH maintenance staff. No Unit Owner or contractor may store material or personal property of any kind in these CCTH closets, and anything found in the closets is subject to being removed and discarded without notice. Any damage to the utility/maintenance equipment in these closets will be assessed to the Unit Owner or contractor causing the damage.

3.3 Television dishes, antennas, and other media technical equipment. The placement of television dishes or other media technical equipment must comply with Section 5 of the CCTH Architectural/Landscape Design Guidelines, Attachment A, and must have written approval before installation. Dishes or other media technical or electrical equipment must fully comply with the rules of the Board of Fire Underwriters and the public authorities having

jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by dishes, antennas, or other electrical equipment in such Unit.

3.4 Exterior blinds, shades, awnings. Unit Owners must have prior written approval of the Board before attaching anything to the buildings, and exterior blinds, shades, screens, awnings, or canopies must be compatible with the exterior color of the buildings.

3.5 No nails, screws, or other holes in exterior of Unit. No Unit Owner may make holes in the siding, stucco, or posts to attach, hang, or display anything on the exterior of a Unit, with the exception of an American flag, or U.S. Service flag, mount. This Rule applies to signs, flood lights, rugs, decorative flags or banners, clothes lines, shutters, television dishes, or other similar items. A flag mount may be attached for a single American or U.S. Service flag but may never be mounted on stucco. Flag mounts should be attached to a timber rather than making a hole in the siding. Any American or U.S. Service flag on display must be respectfully maintained. (Colorado state law provides that homeowner associations must allow the American flag and U.S. Service flag to be displayed at appropriate times.)

3.6 Sign restrictions. No signs or advertising may be displayed visible to the public without prior written consent of the Board. (Decl. 4.4)

3.7 Draperies or window coverings. Interior window coverings, or at least their linings, visible to the public, must be compatible with the exterior color of the buildings.

3.8 Holiday lights and other decorations. No holiday lights or decorations may be attached to the exterior siding, stucco, or any other exterior surface. No Christmas figures or animal "sculptures" outlined in lights may be placed on Units or in Common Areas. White, non-blinking lights may be used to decorate trees and wreaths. The Town of Snowmass requires that all such lights be turned off by 11:00 p.m.

3.9 Outdoor play equipment. Basketball hoops, swing sets, or other play equipment may not be left out overnight on decks, driveways or in any Common or Limited Common Areas.

3.10 State of repair and cleanliness. Each Unit Owner will keep the Unit and adjacent Limited Common Areas in good repair and clean.

3.11 Bears attracted by birdfeeders/grills. Unit Owners need to be aware that birdfeeders and grills not cleaned after use have attracted bears to CCTH. If any CCTH Unit is damaged by a bear attracted by birdfeeders or grills, the Unit Owner responsible will be charged for repairs to CCTH property. Unit Owners should keep their lower level doors and windows locked to prevent damage to interiors.

4. GENERAL ADMINISTRATIVE RULES

4.1 Amendments. These Rules may be amended from time to time by resolution of the Board of Managers. Unit Owners may comment on the Rules and suggest changes or additions

4.2 Right of entry into Units by CCTH employees. The Declaration specifically gives CCTH employees the right to enter a Unit, whether or not the Unit Owner is present, to tend to emergency situations or to perform necessary maintenance. Entry may be made without prior approval of the Unit Owner, but requests for entry will be made in advance, except in emergencies, and at a reasonable time.

4.3 Rules discouraging CCTH employees from receiving personal articles from Unit Owners. Employees and agents of CCTH are not authorized to accept packages, keys, money, or articles of any kind from or for the benefit of the Unit Owner. If packages, keys, money, or any other articles are left with a CCTH employee, the Unit Owner assumes the sole risk; and CCTH shall not be liable for resulting injury, loss, or damage.

4.4 No solicitations. No solicitations from anyone will be allowed.

4.5 Personal property liability. Any personal property placed outside a Unit, including in garages, or on Common Areas or in any appurtenant place, is the sole responsibility of the Unit Owner, and CCTH shall in no event be liable for the loss, destruction, theft, or damage to that personal property.

4.6 Property and fire insurance liability. Nothing shall be done or kept in any of the General Common or Limited Common Areas which will increase the rate of CCTH property or fire insurance or result in the cancellation of CCTH insurance on the building or its contents. No Unit Owner shall allow public laws, ordinances, or regulations to be violated. No gasoline or other explosive or flammable material may be kept in any Unit or Limited Common Area. For other insurance-related matters, Unit Owners are referred to the CCTH Amended and Restated Condominium Declaration 10.1 through 10.4.

4.7 Payment and Collection of Assessments

1. For purposes of these collection policies, "assessments" includes regular and special assessments and any associated fees, charges, late charges, attorney fees, fines, and interest charged pursuant to 38-33.3-315(2).

2. Regular assessments are payable to the Association quarterly in June, September, December, and March. Regular assessments are considered past due and delinquent 30 days after the date of the invoice. All other assessments must be paid within 30 days after the date of an invoice or they will be considered past due and delinquent.

3. If the account is unpaid for more than thirty days, a late fee of \$50 will be charged. If no payment is received after sixty days, a late fee of \$150 will be charged.
4. The Association imposes the lesser of 18% per annum or the maximum rate allowed by law on the unpaid balance of a delinquent owner's account.
5. An Owner shall be assessed a returned-check charge of \$50 or other amount deemed appropriate by the Board in the event any check or other instrument attributable to or payable for the benefit of such owner is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to insufficient funds. Such return check charge shall be due and payable immediately, upon demand. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law on all returned checks or other forms of payment that are partially or fully dishonored or rejected.
6. Prior to turning over an owner's delinquent account to a collection agency or referring it to an attorney for legal action, the Association shall send the unit owner notice of delinquency stating: (a) the total amount due, with an accounting of how the total was determined; (b) whether the opportunity to enter into a payment plan exists and instructions for contacting the Association to enter into a payment plan; (c) the name and contact information for the individual the unit owner may contact to request a copy of the unit owner's ledger in order to verify the amount of the debt; and (d) that action is required to cure the delinquency and that failure to do so within thirty days may result in the unit owner's delinquent account being turned over to a collection agency, a lawsuit being filed against the owner, the filing and foreclosure of a lien against the unit owner's property, or other remedies available under Colorado law.
7. If a delinquent owner has not already entered into a payment plan with the Association hereunder (or is not otherwise exempted pursuant to C.R.S. § 38-33.3-316.3), a delinquent owner is entitled to enter into a payment plan, provided:
 - 7.1. The delinquent owner must make a written request for a payment plan within 10 days of the date of any notice of delinquency from the Association.
 - 7.2. The delinquent owner and the Association shall each work in good faith with each other to reach a resolution, which resolution shall include the following terms: (a) the delinquent owner shall be provided six months to pay back the delinquent assessments, in equal monthly installments unless otherwise agreed; (b) interest will continue to accrue on the delinquent balance during the repayment period unless otherwise agreed; and (c) the delinquent owner must timely pay all current assessments during the repayment period.
 - 7.3. The Association and the delinquent Owner shall enter a written payment plan within fourteen days of the owner's timely request for a payment plan; provided, however, if terms acceptable to the Association and the delinquent owner cannot be reached within the time provided herein, the Association may proceed with collection activity.
 - 7.4. Nothing herein shall prohibit the Association from entering a repayment plan on different terms that provided herein if the circumstances warrant different treatment, as determined by the Association in its sole discretion.

7.5. The Association may pursue legal action against the unit owner if the unit owner fails to comply with the terms of his/her payment plan, including the failure to remit payment of an agreed-upon installment or to remain current with regular assessments as they come due during the repayment period.

8. Payments received by the Association from a delinquent Owner shall be applied on the delinquent account in the following order (regardless of inscriptions or notations on the front of the check): (a) attorney fees, legal fees and costs incurred for collection of assessments or for owner's failure to comply with provisions of the Association's Governing Documents, including lien fees; (b) fines, late charges and interest; (c) returned check charges, and other costs owing or incurred with respect to such Owner pursuant to the Governing Documents or Colorado statutes; (d) past due regular and special assessments; and (e) currently due regular and special assessments. *Checks containing a restrictive endorsement on the back will be returned to the owner and the amount tendered shall be considered unpaid.*

9. The Association may only foreclose on an assessment lien if:

9.1. The balance of the assessments and charges secured by its lien equals or exceeds six months of common expense assessments based on a periodic budget adopted by the Association; and

9.2. The Board has formally resolved, by a recorded vote, to authorize the filing of a legal action against the specific unit on an individual basis. The Board may not delegate its duty to act under this section to any attorney, insurer, manager, or other person, and any legal action filed without evidence of the recorded vote authorizing the action must be dismissed. No attorney fees, court costs, or other charges incurred by the association in connection with an action that is dismissed for this reason may be assessed against the unit owner.

10. Nothing in these collection policies shall require the Board to take specific actions at a specific time but the Board shall not take any action in less than the time stated herein for a particular action. The Board has the option and right to continue to evaluate each delinquency on a case-by-case basis.

11. The Board shall suspend the voting privileges of any member who has been delinquent for more than sixty (60) consecutive days, excepting from that period any member who has been granted and is in conformance with the terms of a payment plan.

12. Unit Owners may arrange to make quarterly assessments automatically through internet banking services. Payments paid electronically must arrive at CCTH within 30 days following the statement date. Assessments cannot be paid with credit cards.

4.8 Complaints procedure regarding management. All complaints regarding the management of CCTH shall be made in writing to any member of the Board of Managers. No Unit Owner shall direct, supervise, or in any manner attempt to assert control over or request favors of any CCTH employee or Board member.

4.9 Compliance with these Rules and complaints procedure for noncompliance.

These Rules are published on the CCTH website, and Unit Owners and guests or renters are politely reminded to comply. The CCTH Amended and Restated Condominium Declaration and Restated Bylaws do, however, give the Board the authority to direct actions to be taken and to impose fines. The Board's enforcement action shall reasonably conform to the following guidelines:

(a) Association Enforcement. The Association shall have the right to enforce any provision of the covenants, rules, and regulations in any appropriate and legal manner, including enforcement proceedings in a court of competent jurisdiction and revoking member privileges of the offending member. Board action hereunder shall require ten days' notice to the offending member that a meeting of the Board will be convened to determine whether a violation has occurred, and providing the member the opportunity to present a written or oral defense, except that non-payment of assessments may be conclusively determined by a statement from the Treasurer or the Association's accounting agent.

(b) Complaints of Owner Violations. Any member may submit a complaint to the Board, in writing, stating the complaining member's name, the member accused of the violation, the alleged violation, and the specific acts of the accused member that lead to the complaint. The Association shall notify the member subject to investigation of the complaint and, where not unreasonable or inappropriate considering the nature of the complaint, the name of the member making the complaint. The Board shall review the complaint and may refer the matter to the Association manager and/or legal counsel for further investigation before the Board renders a final decision. If no decision is rendered within thirty (30) days, the complaint shall be dropped. If the complaint is determined to have merit, the Board shall handle the violation in accordance with subsection (a), providing ten days' notice and an opportunity to present a defense.

(c) No Waiver. For any violation of the covenants, rules, and regulations, the Association need not act with respect to an alleged or actual violation of the declaration, bylaws, or rules if the Board, acting with due care, in good faith, and without a conflict of interest, concludes that a response to the violation would be impractical or excessively expensive compared to the benefit conferred. The Association's failure to act on any one occasion does not affect its right to enforce or not enforce those instruments on another occasion.

4.10 Fines for noncompliance of these Rules. The Board may impose fines against the offending Unit Owner as follows:

- (a) First offense: written warning from the Board
- (b) Second (of same) offense: \$100 fine

- (c) Repeat (of same) offense: special action by the Board
- (d) Fines, if not paid when billed, shall be collected as outlined in the CCH Declaration
- (e) Expenses charged to a Unit Owner for noncompliance with the Architectural/Landscape Design Guidelines are in addition to these fines.

4.11 Alternative Dispute Resolution – Disputes between Owner and Association or Board Member.

(a) Alternative Dispute Resolution (ADR) shall mean negotiation and non-binding mediation overseen by a neutral third party ADR professional, as further described below.

(b) The claims subject to ADR, which shall be a condition precedent to the filing of any lawsuit for the resolution of any claim(s), shall include any demand, grievance, or dispute relating to:

(i) The interpretation, application, or enforcement of the Association's governing documents;

(ii) The rights, obligations, and duties of any officer, Board member, or association member, under the Association's governing documents.

(c) The following shall not be considered claims subject to ADR unless all parties to the matter otherwise agree to submit the matter to ADR:

(i) Any suit by the Association to collect assessments or other amounts due from any member;

(ii) Any suit by the Association to obtain a temporary restraining order or emergency equitable relief and such ancillary relief as the court may deem necessary to maintain the status quo and preserve the Association's ability to enforce the provisions of the Declaration concerning use restrictions and property rights of owners;

(iii) Any suit between members of the Association, which suit does not include the Association as a party, provided such suit asserts a claim which would constitute a cause of action independent of the Association's governing documents;

(iv) Any suit in which any indispensable party is not a member of the Association, a member of the Board, or an officer of the Association; and

(v) Any suit as to which any applicable statute of limitations would expire within 180 days after giving the notice required to initiate ADR, as set forth below,

unless the party against whom the claim is made agrees to toll the statute of limitations as to such claim for a period reasonably necessary to comply with ADR.

(d) Any party asserting a claim hereunder shall give written notice to each other party and to the Board stating plainly and concisely the nature of the claim and each party's role in the claim, the basis of the claim, and the remedy sought. Any writing that complies with the foregoing shall, upon delivery to all other parties, be a "Notice of Claim".

(e) The claimant and all other parties shall make every reasonable effort to meet in person within thirty (30) days of the Notice of Claim and to confer for the purpose of resolving the claim by good faith negotiation. Any or all of the parties may bring legal representation.

(f) If the parties have not resolved the claim(s) through negotiation within thirty (30) days of the Notice of Claim, the claimant shall have thirty (30) additional days to submit the claim to mediation with an entity designated by the Association or, if the Association is a party to the claim, to an independent agency providing dispute resolution services in the Roaring Fork Valley. The claimant shall provide the mediator with the contact information of the other parties and the mediator shall schedule the mediation after conferring with all parties as to an acceptable date and time. If the claimant fails to submit the claim to mediation within the time required hereunder, or does not appear for the mediation when scheduled, the claimant shall be deemed to have waived the claims, and the other parties shall be relieved of any and all liability to the claimant on account of the claim.

(g) Each party shall bear its own costs of mediation, including attorney's fees, and each party shall share equally all fees charged by the mediator. Upon request by any of the parties, the mediator shall be authorized to shift the burden of the costs of mediation and the mediator to the claimant if the mediator determines that the claimant's claim(s) were substantially frivolous or groundless.

THESE RULES were adopted by the Country Club Townhomes Corporation Board of Managers by a resolution proposed at a meeting held on September 26, 2011, and ratified by the vote of all Managers on August 6, 2014. This document supersedes all past Rules and Regulations adopted by previous Boards.

*ATTACHMENT A
TO THE COUNTRY CLUB TOWNHOME ("CCTH") RULES*

***ARCHITECTURAL/LANDSCAPE DESIGN GUIDELINES
Adopted by the CCTH Board August 6, 2014***

These Architectural/Landscape Design Guidelines ("ALDG") are intended to help Unit Owners, especially new Unit Owners, understand the limitations of any exterior changes, remodels, construction projects, or landscaping in all General and Limited Common Areas.

All exterior changes require written Board approval, and Unit Owners must apply before altering or installing exterior walls, doors, windows, at-grade entrances, lower and upper decks, existing or new hot tubs, privacy screens, planters, skylights, television dishes, or other visible mechanical or electrical equipment to be mounted on the exterior of the unit, or before changing anything else impacting the external appearance of the Unit. Unit Owners must also apply for any changes or additions to landscaping. ***The Application Procedures are outlined in Section 1 below.***

The CCTH Board has no desire or authority to influence interior remodel design but has the responsibility to regulate workers and changes that affect adjacent units or common areas under and around units. Interior changes may not impact General or Limited Common Areas or affect adjacent units. Any interior changes made by Unit Owners, including lofts and crawl spaces, must comply with Town of Snowmass Village Code and with the CCTH PUD (Planned Unit Development), a copy of which can be found on the CCTH website.

1. APPLICATION PROCEDURES FOR UNIT OWNERS BEFORE MAKING EXTERIOR OR LANDSCAPE CHANGES

1.1 The Unit Owner must apply to the Board through the CCTH Maintenance Manager (maintenance@sccth.com or 970 309-1636) for approval of any exterior change to buildings or landscaping, such as, but not limited to, constructing a new deck or installing hot tubs, decorative fountains, privacy screens, exterior windows or doors, or PUD "bump-outs" under ALDG Section 6. The application request must be in writing, preferably email, and must include drawings, photographs, and neighbor approval letters or emails. If the application cannot be emailed, Unit Owner may deliver or mail the proposal to the Maintenance Manager; and the Unit Owner will then be required, if requested, to mail or deliver multiple copies of the application and all attachments to the Board President or a committee or others designated by the President. The Unit Owner must submit the written application and attachments at least 30 days before a scheduled Board meeting. By making an application, the Unit Owner agrees that, if the project is approved, the Unit Owner will notify all workmen about the Construction Rules

for Workmen, Form A, attached, and will complete an Owner/Contractor Contact, Insurance, and Scheduling Information, Form B, attached.

1.2 The materials used must be the same as those used in the 2009 renovation of the townhomes. A list of these materials can be requested from the Maintenance Manager.

1.3 All neighbors possibly affected by the architectural/landscape change must be notified by the Unit Owner, and Unit Owner must submit written responses from the neighbors with the application. Neighbors to be notified include immediate, proximate, or adjacent Unit Owners or Unit Owners in adjacent buildings whose sight lines may be affected by the proposed changes.

1.4 The application, except for very minor projects, must include architectural/site drawings and a detailed list of materials to be used, as well as scale drawings with specific dimensions, orientation, location, elevations, and details. Information on specific trees, shrubs, plants, walls, or other structures must also be submitted along with the size of each item to be used and their proposed placement and location. Drawings must show current placement of plantings and placement of any new or replacement plantings.

1.5 When the nature of the proposed change dictates, the application must include construction agreements between the owner, contractor and subcontractors; and the applicant must supply licenses and insurance information. As-built drawings or current photos are helpful. As-built plans can be obtained from the Snowmass Village Building Department at the Snowmass Center. If the creek or wetlands areas are adjacent to or might be affected by such plans, Snowmass Village and Town officials must be notified and their written approval submitted to the Board.

1.6 After receiving Board approval of a project, the Unit Owner must then apply to the Town of Snowmass Village for approval and building permits.

2. BOARD REVIEW AND APPROVAL

2.1 Because any proposed changes affect other CCTH Unit Owners and the entire CCTH community, the CCTH Board or a committee of the Board will review all requests for changes and will evaluate visual, auditory, and privacy issues that could affect other Unit Owners. The committee will include at least one Board member, and the Board, at its discretion, may appoint other homeowners to sit on the review committee.

2.2 The Board will notify the Unit Owner applicant in writing whether the application has been approved or disapproved, together with, if a request is disapproved, the reasons for disapproval. It will do this within 45 days after the Board meeting where the application has been presented.

2.3 The First Amendment to the Declaration grants the CCTH Board the authority to make these decisions based on the Architectural/Landscape Design Guidelines it creates. The Board acts only in an attempt to further promote and protect the value, desirability, and attractiveness of CCTH property.

3. DECK AND AT-GRADE ENTRANCES POLICIES

3.1 The Board, recognizing that all upper and lower decks and entrances are different in size and materials, has tried to establish rules that are fair to all Unit Owners. The Board's interpretation of Lower Decks and At-Grade Entrances appears below in 3.2, and the Board's interpretation of Upper Decks appears at 3.3. The Board intends these deck policies to be viewed as a statement of fairness to all current Unit Owners and not as an attempt to change the 1981 Declaration originally written by the CCTH developer when all deck surfaces were planned to be wood and many Lower Decks were smaller in size. The Board continues to work with CCTH legal council to update and eliminate confusion in all CCTH documents.

3.2 Lower Decks and At-Grade Entrances: Lower Decks have been built in the front and back of units to give ground level access to units. Contiguous to, or in some cases instead of, the Lower Decks are At-Grade Entrances that include walkways, steps, railings, and gardens leading to the Lower Decks or, in some cases, directly to unit accesses.

(a) Structural repairs and/or rebuilding of Lower Decks or At-Grade Entrances, regardless of the material used, are the sole responsibility of the Unit Owner. Surface maintenance such as the painting and staining of existing wood decks is the responsibility of CCTH unless and until such deck is replaced. Surface maintenance of all materials other than original wood, will be the responsibility of the Unit Owner.

(b) Resurfacing or replacement of existing Lower Decks and At-Grade Entrances shall be done only with Board approved materials and colors, a list and samples of which can be obtained from the Maintenance Manager.

(c) Any proposed changes to, replacements of, or alterations to the size or shape of Lower Decks or At-Grade Entrances shall comply with the applicable Architectural/Landscape Design Guidelines and be submitted to the Board in writing, complete with plans, drawings and specifications 30 days before a scheduled Board meeting. The Board shall have 45 days after such a meeting to approve, modify, or reject such proposal.

(d) If approved by the Board, some decks may be expanded as permitted by the Town of Snowmass Village PUD amendment, and Unit Owners are directed to Section 5 below for further information.

(e) These Rules apply to all Lower Decks and At-Grade Entrances and the steps attached thereto.

3.3 Upper Decks: Upper Decks, defined as all decks above the first living level, are part of the architecture of the buildings and were originally built with sub-surface membranes to catch and drain rain and melting snow. Upper Decks have a variety of deck surfaces such as stone, wood, concrete, synthetic decking, or other materials installed by individual Unit Owners. Since these Upper Decks are visible only to the Unit Owner, flexibility in choice of materials has been shown in the past. CCTH has always been, and shall remain, responsible for maintaining the waterproof integrity of the Upper Decks, i. e. the sub-surface membranes; but because the installation of Upper Deck surfaces such as stone or concrete have caused the membranes to be less accessible and more expensive to replace, now Unit Owners are responsible for Upper Decks as follows:

(a) Cost of removing deck material, but not the cost of reinstalling a new deck material, shall be the responsibility of CCTH. CCTH will pay for replacement of the membrane, catch basin and piping, and CCTH will continue to maintain the waterproof integrity of the Upper Decks as necessary.

(b) The cost of material and labor to replace the deck surface material over the membrane shall be the sole responsibility of the Unit Owner.

(c) If an existing (as of December, 2009) Upper Deck surface other than wood or synthetic decking, such as concrete, must be removed, CCTH will pay the cost of removal only once, a record of which will be kept by the Maintenance Manager. Should the Unit Owner choose to replace the deck surface with Board-approved materials and construction techniques, the above Upper Deck Policy 3.3(a) will apply to all future replacements. However, should the Unit Owner choose to replace the surface with non-Board approved materials, such as stone or concrete, future removal of such material shall be the sole responsibility of the Unit Owner or any future Unit Owner. CCTH will be responsible only for the membrane, catch basin and piping.

4. LANDSCAPE POLICIES

4.1 Unit Owners must apply for any changes to landscaping in the General and Limited Common Areas, which include the areas immediately adjacent to the unit. The installation of flowers or other plants, trees, water features, shrubbery, arbors, trellises, fences, or rock gardens must first be approved in writing by the Board. No flag poles will be allowed to be erected in General or Limited Common Areas. (Refer to CCTH Rule 3.5 for American flag mounting guidelines.)

4.2 CCTH has no responsibility to maintain any approved landscaping installed by a Unit Owner or previous owner. The Board reserves the right to return such areas to grass if the Unit Owner does not maintain the changed areas, and any expense of tearing out unmaintained landscaped areas will be the responsibility of the Unit Owner.

4.3 Wetlands must remain unchanged.

5. POLICIES REGARDING TELEVISION DISHES AND OTHER ATTACHMENTS TO EXTERIORS.

5.1 Unit Owners must obtain written Board approval before installing any type of media technical equipment and must fully comply with public safety rules. Under no circumstances shall a Unit Owner attach any equipment directly to the stucco exterior walls.

5.2 Dishes may not be visible by neighbors or from the street. The Board may consider exceptions based upon hardship, but is not required to allow dishes even if hardship is shown so long as the Board's decisions are consistent.

5.3 Wires or lines attached to television dishes, antennas, or other similar equipment must be installed inside the exterior walls or otherwise concealed within an architectural element. No lines may be strung across or attached to the roof, stucco, or siding. Any damage to existing improperly installed equipment or attached lines will be the Unit Owner's sole responsibility and not the responsibility of CCTH.

5.4 No electrical and/or plumbing conduits, including gas lines and irrigation lines, may be attached to the exterior of any Unit. American flag mounts may be attached in accordance with CCTH Rule 3.5.

6. EXPANSION OF UNITS AND PROHIBITIONS TO EXPAND CERTAIN AREAS, AS OUTLINED IN TOWN OF SNOWMASS VILLAGE PUD AMENDMENT

6.1 The Minor Amendment to a Final Planned Unit Development (PUD) approved by the Town of Snowmass Village in 2009 enables many Unit Owners to expand their square footage within the existing eave lines over decks. Before expanding a unit with these "bump-outs", Unit Owners must obtain written Board approval outlined in Section 1 above. Owners should be aware that such expansion will result in additional square footage to their unit and an increase in their assessment charges.

6.2 The PUD also permits some existing lofts to be converted into calculable/habitable floor area, provided the space is not used as sleeping area or bedroom containing closet space, in accordance with applicable municipal, building and fire code requirements.

6.3 The size of rear decks allowed by the PUD imposes a maximum of fifteen feet beyond the outer rear building wall. End units may extend up to six feet beyond the side of the unit. Expansion of decks must first be approved by the Board in writing.

6.4 The PUD prohibits the conversion of crawl space into calculable/habitable floor area. These areas are General Common Areas and can be used solely for mechanical and utility equipment purposes and for limited storage.

6.5 Unit Owners may check “The Ordinance Approving a Minor PUD Amendment and Rezoning Regarding Country Club Townhomes” on the CCTH website to find out whether or not their Unit qualifies for any expansion.

7. CCTH BOARD CONTACTS

7.1 Unit Owners must contact the Board BEFORE DETAILED PROJECT DESIGN BEGINS. All contact information for the Board is on the CCTH website.

7.2 Proposed drawings, neighbor approvals, and other documents relating to an application should be sent to the Maintenance Manager or other person designated by the Board President.

THESE ARCHITECTURAL/LANDSCAPE DESIGN GUIDELINES were adopted by the Country Club Townhomes Corporation Board of Managers by a resolution proposed at a meeting held on September 26, 2011, and ratified by the vote of all Managers on August 6, 2014. This document supersedes all past rules or guidelines regarding architectural and landscape design.

COUNTRY CLUB TOWNHOMES CORPORATION
P. O. Box 6159, Snowmass Village, Colorado 81615 970-923-5540
maintenance@sccth.com

FORM A

Architectural/Landscape Design Guidelines 08/06/14

CONSTRUCTION RULES FOR WORKMEN

Unit Owners are responsible for advising all workmen about these Construction Rules:

Approved Work Hours: Monday to Friday 7am-5pm
Saturdays 8am-12 noon
No work on Sundays or holidays

No Advertising signs at work site

Clean-up/Snow Removal: Construction dumpsters are to be used for construction waste. Use of the CCTH garbage/recycling facility is NOT allowed for construction waste. The placement of the dumpster must be approved by the Maintenance Manager. Owner and contractor are responsible for all snow removal around the unit, walkways, dumpster and toilet facility.

Vehicle Parking: All work vehicles must park in common parking areas or in the TOSV parking at the CCTH entrance. Workmen can at no time park in such a way as to damage the grass or other landscaping, or the contractor must pay for repair. The only vehicles allowed at the unit/on site are those delivering or containing building materials that must be promptly unloaded.

Dogs/pets: No dogs of workmen are allowed on grounds.

Neighbors' access: At no time should common or private driveways, walkways or roadways be blocked. Owners and residents have priority during loading and unloading of materials/tools.

Violations: The Board reserves the right to negate approvals and stop a project if the contractor and Unit Owner do not comply with the plan approved by the Board.

Agreed to by Unit Owner: _____ Unit # _____

Date: _____

Agreed to by Contractor/Workman: _____

Date: _____

COUNTRY CLUB TOWNHOMES CORPORATION
P. O. Box 6159, Snowmass Village, Colorado 81615 970-923-5540
maintenance@sccth.com

FORM B
Architectural/Landscape Design Guidelines 08/06/14

**OWNER/CONTRACTOR CONTACT, INSURANCE,
AND SCHEDULING INFORMATION**

Date: _____

Unit Owner Name: _____

Unit #: _____ Unit Address: _____

Mailing Address: _____

Cell Phone: _____ Other Telephone: _____

Scope of Work: _____

Building Permit #/Date: _____

Contractor Name: _____

Address: _____

License #: _____

Insurance WC/Liability: (Please Attach Certificate and Those of all Subcontractors)

Office Phone: _____

Cell Phone: _____

On-Site Foreman: _____

Cell Phone: _____

Subcontractor's Name: _____

Cell Phone: _____

Duration of Project:

Anticipated Start Date: _____

Anticipated Completion Date: _____

ATTACHMENT B
TO THE COUNTRY CLUB TOWNHOME ("CCTH") RULES 8/06/14

RENTAL RESTRICTIONS

Every CCTH unit except one is encumbered by a rental restriction in its deed. The restrictions are not uniform and vary in the length of allowed "long-term" rentals. Two different rental restrictions affect various townhome units. Deed Restricted Units may be subject to different rental period restrictions. All Unit Owners may find the deed restrictions relating to their units outlined in their individual deeds, Attachment A.

CCTH unit numbering goes up to 96 but there were only 94 units built. No units numbered 56 and 57 were ever built.

LEASING IS RESTRICTED to rentals or leasing to a single occupancy group of NOT LESS THAN FOUR MONTHS IN DURATION except for a single two-week rental period or two one-week rental periods permitted annually. These restrictions apply to the units below:

Units 1 through 37
Units 39 through 49
Units 54 through 59
Units 61 through 65
Unit 69

LEASING IS RESTRICTED to rentals or leasing to a single occupancy group for NOT LESS THAN ONE MONTH IN DURATION except for a single two-week rental period or two one-week rental periods permitted annually. These restrictions apply to the units below:

Unit 38
Units 50 through 58
Units 66 through 68
Units 70 through 96

The deed of Unit 60, which is a Deed Restricted Unit, does not contain any rental prohibition language. Unit 60 is owned by the Town of Snowmass Village and, as such, is subject to the Town's Municipal Code which requires that any rental be approved in advance by the Town Council of Snowmass Village.

The CCTH Board of Managers is legally obligated to enforce deed restrictions on rentals. However, this summary was prepared for the Owners' convenience but not reliance. The deed restrictions themselves will control any dispute.

