



Rules and Regulations

For

Timberline Condominiums
Association

TABLE OF CONTENTS

GENERAL	3
ARTICLE I MANAGING AGENT AND EMPLOYEES	3
ARTICLE II RENTAL PROGRAM	4
ARTICLE III COMMON AREAS	4
ARTICLE IV GRILLS & BALCONIES, HALLWAYS, SIDEWALKS	5
ARTICLE V SIGNS	5
ARTICLE VI EXTERIOR IMPROVEMENTS	5
ARTICLE VII PETS	6
ARTICLE VIII DELIVERIES/GARBAGE	6
ARTICLE IX PARKING AND VEHICLES	7
ARTICLE X RESTRICTED AREAS	7
ARTICLE XI KEYS/LOCKS	7
ARTICLE XII VIOLATIONS	7
ARTICLE XIII REMODELING AND CONSTRUCTION INSIDE UNITS	8
ARTICLE XIV REAL ESTATE TRANSFER FEE	8
ARTICLE XV OWNER USE/OCCUPANCY	9

RULES AND REGULATIONS
OF
TIMBERLINE CONDOMINIUMS ASSOCIATION

GENERAL:

These Rules and Regulations (the “**Rules**”) of Timberline Condominiums Association (the “**Association**”) are adopted pursuant to Paragraph 7.14 of the Amended and Restated Declaration for Timberline Condominiums Recorded October 3, 1980 at Reception # 227548 (the “**Declaration**”) and are designed to make owning at Timberline Condominiums (the “**Timberline**”) pleasant and comfortable and to ensure harmonious relations. All members of the Association (individually, an “**Owner**,” and collectively, the “**Owners**”) have rights and obligations. These Rules are for the mutual benefit and comfort of all at Timberline. It is the responsibility of each Owner to see that these Rules and Regulations are not violated by their relatives, employees, lessees, guests, or invitees. As used herein, “Occupants” shall mean any person occupying a Unit with the express or implied consent of the Owner together with the guests, licensees or invitees of the Owner or Occupant. All other capitalized terms used but not defined herein shall have the meaning given them in the Declaration.

These Rules and Regulations to be effective must be enforced. Accordingly, violations by Owners, Occupants, their guests, licensees, invitees, employees or lessees will be acted on as follows:

A firm, informative and friendly warning will be given for a minor infraction. If, however, damage to property has occurred, said damage must be immediately paid for by the responsible owner pursuant to the Declaration. Thereafter, violations of these Rules and Regulations will subject the offender and Unit Owner to a suitable penalty in the discretion of the Board of Directors, including but not limited to, fines, special assessments, suspension of the right of such Owner or Occupant to use the Common Elements, suspension of the right of such Owner to vote at any meetings of the Association and such other penalties as the Board may impose.

ARTICLE I
MANAGING AGENT AND EMPLOYEES

The Board employs a Managing Agent (“**Managing Agent**”) and other employees to manage the Association and a Management Company for short term rentals. The Board and its President are the only persons/entities authorized to give directions to Managing Agent. The Board and the Managing Agent are the only persons/entities authorized to give directions to the employees of the Association and Managing Agent.

ARTICLE II
RENTAL PROGRAM

Owners are encouraged to participate in the Rental Program offered by the Association. The management of the rentals through the Rental Program is operated by and through the Association. The Rental Program helps keep the overall costs of operations at Timberline down. To participate in the Rental Program, a separate contract with the Association or its designee is necessary. Please contact the Managing Agent for details. Owners are not permitted to use outside rental management services or rent on their own.

ARTICLE III
COMMON AREAS

Posted hours of operation must be followed by all Owners, Occupants, and their guests, licensees, and invitees. As used herein, Common Areas shall mean all General Common Elements. After-hours use of any Common Areas is prohibited.

The following specific rules also apply:

- a. Pool/hot tubs: Appropriate bathing suits must be worn at all times. Hours of operation are posted at the pool and listed in arrival letters. Gates will be locked after hours. Unit Owners are responsible for violation of this rule by their Occupants, their guest, licensees and invitees. Persons found in the pool area after hours and the Unit with which they are associated will be fined and violators will be prosecuted for trespassing.
- b. Work-out room: No children under 12 years old are allowed without adult supervision.
- c. Meeting room: Owners may use this room for small meetings and gatherings by reservation only. Reservations can be made with the Managing Agent.
- d. Restaurant: The Association operates the Restaurant. Owners and Occupants are encouraged to dine at the Restaurant to support this amenity. Profits from the restaurant go back to the association to help reduce the costs of the Association.
- e. Deck areas: The upper two decks are part of the Restaurant and subject to the Restaurant's liquor license. Therefore, the Restaurant can regulate use of these areas and no alcoholic beverages are permitted in these areas except those purchased at the Restaurant. Owners may use the common grills in this area, subject to the Restaurant's reasonable control. Any other use of this area by an Owner or Occupant must be approved by the Managing Agent.
- f. Smoking of any kind, tobacco or marijuana, is strictly prohibited anywhere in the Project at the Timberline. This includes all Units as well as the General and Limited Common Elements. Exceptions: Owners, Occupants and their guests and invitees may smoke tobacco on their Unit's balconies and on the Upper Deck.
- g. Amendment 21 prohibits marijuana use in all Common Areas.

- h. Owners, Occupants and their guests may bring their own alcoholic beverages to the pool area. All beverages must be in non-breakable containers. No outside alcohol is permitted in the Restaurant or on the decks where food is served by Colorado law. The Restaurant is entitled to enforce this rule and otherwise regulate and control these areas.

ARTICLE IV
GRILLS, BALCONIES, HALLWAYS, SIDEWALKS

The Timberline offers several Common Areas in which Owners may grill. These are the Upper Deck, between A & C buildings and outside the D building. Grills are NOT allowed on any Unit balconies due to space limitations, risk of fire and/or smoke damage to other units.

Nothing, including without limitation, awnings or any other projections, shall be attached to the exterior walls of the Project or any Building without the prior written consent of the Board or the Managing Agent. The appearance and functionality of our complex is enhanced by uniformity, which in turn enhances rental revenues and unit revenues.

In addition, no clothing, towels, flags, signs or other objects may be draped over, attached to or hung from balcony railings.

The sidewalks, driveway, limited access hallways and entrances must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the various portions of the Project.

ARTICLE V
SIGNS

No sign, advertisements or other lettering shall be exhibited, inscribed, painted, or affixed by any owner or other person on any part of the outside or inside of the Project at Timberline, nor shall any advertisement, announcements, solicitation of any kind be distributed or passed out in any part of the Timberline without prior consent by the Board of Directors or its Managing Agent.

ARTICLE VI
EXTERIOR IMPROVEMENTS

No improvements on the exterior of the Project, including, without limitation, exterior antennas, satellite dishes and wiring (collectively, “**Exterior Improvements**”), shall be installed without the prior written consent of the Board or the Managing Agent. Any such consent shall be subject to the following requirements: (a) Exterior Improvements may only be installed on the interior balcony side walls, at a minimum of 6 inches from the exterior edge of the wall; (b) no Exterior Improvements may be attached to any balcony railing or cap; (c) no portion of any Exterior Improvements may protrude or be visible beyond the vertical and horizontal planes formed by the balcony walls, floor and ceiling; and (d) all penetrations shall be properly sealed with a waterproof caulk. The Association may, without notice, remove any Exterior Improvements

installed in violation of this Article. In such case, the Owner shall be responsible for all costs related thereto, including, without limitation, those costs related to repairing damage caused by the removal.

ARTICLE VII
PETS

No owners or employees who live (full time) at the Timberline shall be allowed to have pets. Owners who visit their property for a short-term visit (one or two weeks) may bring their dog or cat provided the owner maintains proper control over the animal and that the peace and quiet of the other owners and guests are not disturbed. This privilege is extended to owners only.

Owners here for short-term visits are permitted to have up to two pets per Unit. Owners shall register all pets with the Managing Agent. The following rules shall apply: (a) all pets must have current inoculations as required by Pitkin County, the County in which the pet normally resides or nationally accepted veterinary practices; (b) Owners shall not allow pets to make noise or engage in any conduct that is offensive or threatening to any Owners or occupants; (c) Owners shall keep pets on leashes or otherwise restrained at all times when they are outside of their Owner's Unit; (d) Owners shall not allow pets to chase, threaten or otherwise harass persons, skiers/riders, other animals or wildlife; (e) Owners shall remove the wastes created by their pets immediately; and (f) Owners shall prevent their pets from urinating on, defecating on, or damaging any portion of the Project, the Buildings or property of any kind owned by others.

ARTICLE VIII
DELIVERIES/GARBAGE

Owner shall arrange to have all deliveries of goods shipped by the Owner or Owner's agent made to the Timberline Front Desk. Deliveries shall be made only between 8:00 a.m. and 5:00 p.m. Owners must arrange for all deliveries to be made in a manner that will least disrupt the normal use and privileges of other Owners and Occupants. All deliveries must be coordinated with the Managing Agent. Any damage caused or cleanup necessitated by any delivery to an Owner or Occupant shall be the responsibility of that Owner and/or Occupant and may be charged to Owner's Unit.

Owners can send personal packages to the front desk. Each unit gets 10 free packages per year and a fee of \$5 per package will be assessed afterwards.

Owners can sign up for garbage at the time of reservation through the housekeeping services. For full time owners wanting garbage pickup, a fee of \$10 per pick up is charged. Owners may put their garbage in the large dumpsters at the end of the parking lot #13 on their own. No owner is allowed to put their garbage in the trash cans on the upper decks, at the front desk or in front of the Lodge building.

ARTICLE IX
PARKING AND VEHICLES

The parking lots adjacent to the Timberline are owned by the Town of Snowmass Village. During the winter months, roughly Thanksgiving to the end of the ski season, the Town charges a weekly fee to park any vehicles in the lots. It is the Owner's responsibility to purchase a Town of Snowmass Village weekly parking pass available from the Timberline Front Desk or a season parking pass from the Town of Snowmass Village. Owner assumes all responsibility for any parking tickets. For owners wishing to keep a car at the Timberline year-round, there is a monthly fee of \$75 per car charged by the Timberline. This is to remove snow from the car and to move the car each week per the Town of Snowmass Village requirements. In addition, Owners are responsible for purchasing a parking sticker from the Town of Snowmass Village to park their car in the parking lots throughout the winter season.

ARTICLE X
RESTRICTED AREAS

Under no circumstances are Owners or Occupants, their guests or invitees allowed to be on any roof, to place anything on the roofs, to drop items on to the roof, or to do anything that would constitute a danger or disturbance to any Owners or Occupants or damage any portion of the Project and/or Common Elements.

Under no circumstances are any Owners or Occupants or their guests allowed to use any of the landscaped areas within the Project for recreational purposes or to place furniture of any type (chairs, chaise lounges, etc.) or sporting equipment of any kind thereon without the prior written approval of the Managing Agent.

ARTICLE XI
KEYS/LOCKS

We have a standard lock system at the Timberline. No Owner or Occupant shall alter or replace any lock on any door of any Unit without the prior written consent of the Board of Directors or Managing Agent. In the event such consent is given, the Owner or Occupant, as applicable, shall cause an additional key to the altered or new lock to be provided to the Managing Agent. Failure to comply with this Article could result in forced entry to the Unit at the Owner's expense. Further, each Owner hereby specifically authorizes, on behalf of itself and any Occupant, the Board and the Managing Agent to, at the Owner's expense, remove or re-key any lock installed in violation of this Article and, in addition, to assess a penalty against the Owner per the attached fee schedule for each month that a violation of this Article continues.

ARTICLE XII
VIOLATIONS

In addition to any other fines, penalties or enforcement action provided for herein, in the Declaration or at law, the Board may, in its sole and absolute discretion, impose fines and

penalties against any Owner or Occupant for violation of these Rules or the Declaration by the Owner, his/her/its Occupants, or the guests, licensees or invitees of either in the amounts set forth below. Any such fine or penalty, along with all related costs and fees, including, without limitation, attorneys' fees, shall be the personal responsibility of the Owner and shall be assessed against the Owner's Unit. The attached fee schedule shall apply to any such violation.

ARTICLE XIII **REMODELING AND CONSTRUCTION INSIDE OWNERS UNITS**

No construction or remodeling may occur in any Unit without the written approval of the Board of Directors or the Managing Agent. All projects must be submitted in writing to the Board of Directors and Managing Agent for review. **Upon Board approval, any project subject to Town of Snowmass Village Building Department approval MUST submit a Building Permit to the Board of Directors or the Managing Agent prior to the commencement of work.**

Approval Process:

- Obtain a Remodel Packet from the Managing Agent.
Remodel Packet Consists of:
 - Contractor/Construction Guidelines
 - Contractors Declaration Form
 - Provide Proof of Insurance
 - Read and sign all documents affirming that you and your contractors, subcontractors, etc. will comply with the Guidelines, Declaration Form and Construction Rules & Regulations within the packet and return it to the Managing Agent.
 - A \$500 refundable security deposit must be submitted to the Managing Agent which will be returned upon completion of the remodel, pending the manager's confirmation that no damages or violations of the Rules and Regulations took place.

Once **all** of the above information is provided in full to the Managing Agent it will then be forwarded on to the Board of Directors. The Board of Directors may give whole, partial, or no approval to the project pursuant to the terms of the Declaration and in the Board's assessment of the impact of the project in the best interest of the Timberline and its Owners and Occupants.

ARTICLE XIV **REAL ESTATE TRANSFER FEE**

A transfer fee of \$500 will be assessed on all real estate transactions. It will be up to the sell/buyer who pays this fee to the Timberline Condominiums for the showings, meetings, and paperwork.

ARTICLE XV
OWNER USE/OCCUPANCY

Any new owners of the Timberline from December 7, 2019, will be limited to 90 days per calendar year for owner and owner guest usage. Any extension beyond these periods shall only be allowed at a fee as set by the Board of Directors.

Owners of the Timberline Condominiums prior to December 7, 2019, are EXEMPT from this amendment. Owners prior to December 7, 2019, will also be allowed to transfer their unit to immediate family members without the restrictions. For a full explanation, see the Second Amendment to the Amended and Restated Declaration for the Timberline Condominiums as of December 7, 2019.

Attachment
Schedule of Fines and Fees

Article XI: Keys & Locks

\$200.00 per month for each month that a violation of this Article continues.

Article XII: Violations

- a. First offense: \$100
- b. Second offense (within a 12-month period): \$200

Article XV: Owner Use/Occupancy Fee for 2022

Studio - \$46.61/night

Studio Loft - \$60.73/night

1 Bedroom – \$68.11/night

1 Bed Loft - \$81.43/night

2 Bedroom - \$94.15/night

2 Bed Loft - \$118.14/night

2 Bed Loft 3 Bath - \$131.09/night

3 Bedroom - \$128.73/night

The above fees do NOT include housekeeping fees or services.