

## RULES AND REGULATIONS

### THE TOWNHOMES AT BASE CAMP

Approved: July 13, 2018

The following rules and regulations ("Rules and Regulations") for The Townhomes at Base Camp (the "Project"), apply to all Owners, including organizational Owners, and their "Invitees" (defined as including the Owners' families, tenants, guests, employees, agents, members, contractors, Unit occupants, and other invitees). As used herein, prohibitions, restrictions or obligations on an "Owner" bind and apply equally to an Owner's Invitees, and for purposes of enforcement and fines under these Rules and Regulations and the Association's Policies, an Owner is responsible for the conduct and violations of its Invitees.

Capitalized terms not specifically defined in these Rules and Regulations shall have the same meaning given to such terms in the Declaration for the Townhomes at Base Camp (the "Declaration"). These Rules and Regulations are not intended, and shall not be interpreted, to be in violation or contravention of the Declaration, the Association's Articles of Incorporation, Bylaws or Policies, the Master Documents or applicable federal, state or local law or ordinances (collectively, the "Governing Documents"). These Rules and Regulations shall be deemed to be automatically amended and limited to the extent a Governing Document restricts or prohibits their enforcement or is more restrictive than these Rules and Regulations. All Owners and their Invitees shall comply with all Governing Documents notwithstanding any provision of these Rules and Regulations which allows or restricts any activity or action.

Certain rules, restrictions, prohibitions, directions, obligations and the like (collectively called "Obligations") applicable to Owners and their Invitees are or may be contained in the Declaration and other Governing Documents. Any violation of any Obligations in any of the Governing Documents constitutes a violation of the Association's Policies and/or these Rules and Regulations and is subject to enforcement, including fines, under such Policies and/or these Rules and Regulations. In addition to the Obligations imposed by the Governing Documents, the following are Obligations of Owners:

#### **Ownership and Occupancy**

1. In accordance with Section 10.1 of the Declaration, all Residences shall be used for dwelling and lodging purposes only, in conformity with all zoning laws, ordinances and regulations and in conformity with the Master Documents. Owners of Units may use their Residences for home occupations which do not cause unreasonable disturbance to other Owners and which are permitted by applicable zoning codes and the Master Documents. No business may operate out of a Residence if such home occupation causes an unreasonable disturbance or has an adverse impact on other Owners or the Project, including, without limitation, impacts of noise, sight, smell, traffic, or parking.

2. Each Owner of a Unit shall carry appropriate insurance that meets the requirements of the Declaration.

## **Health, Safety and Quiet Enjoyment**

1. Each Owner will supply the board of directors (the "Board") and the Managing Agent, if one, a list of contact numbers, including work, cell and home phone numbers to be used to contact the Owner in case of emergency. Owners shall also furnish to Management an electronic mail address for routine communications and notice purposes. If the Residence has tenants/renters in occupancy for more than thirty (30) days, the Owner must provide Management the names, email addresses, and phone numbers of the occupants. The Owner will keep the information concerning all occupants of the Residence current at all times. The Association and the Managing Agent will protect the privacy of the Owner's contact information and will not use it for commercial or solicitation purposes. Collectively, the Board and the Managing Agent, if any, are referred to as "Management." Owners are hereby notified that, if there is a potential hazard that needs immediate attention, and the Owner or occupant is not available or a key has not been provided to Management, the Residence will be entered through a locksmith or other means. Such entry could result in the removal or re-keying of locks, all at Owner's expense.

2. Trash must be stored within a garage or elsewhere inside an Owner's Residence in a suitable receptacle with a tight fitting lid at all times except for the scheduled day of trash pick up. Trash containers shall not be left outside beyond the day of trash pick up. All trash placed outside for pick up shall be contained in bear-proof containers which meet North American Bear Society, Colorado Department of Wildlife or US National Park Service specifications. Additionally, Owners shall comply with the regulations of the local trash disposal operator with respect to the contents, timing and types of containers to be used for trash disposal, including the disposal of bulky, hazardous or toxic materials, such as ashes, computers and electronics, construction debris, paint, flammable liquids, furniture, appliances, carpet, carpet pad and tires, which may be prohibited or otherwise regulated. An Owner moving, remodeling, spring cleaning or otherwise generating a large amount of trash should arrange for separate trash removal at the Owner's expense. All loose, dusty or odorous waste shall be in appropriate and sealed containers if permitted to prevent impact on the community. Storing trash or unsightly objects or materials outside any Residence on a long term or permanent basis or anywhere within the Common Elements (such as any Tract) is prohibited. Trash shall not be kept in any detached shed. Dumping and underground disposal of trash is prohibited. Compost piles are prohibited.

3. Owners, Invitees and occupants of a Unit shall not permit noise, including yelling, the playing of musical instruments or recorded music, to emanate from his Residence so as to disturb the Owner or occupants of another Unit. Nor shall any vibration or smells be permitted to emanate from any Residence so as to disturb the Owners or occupants of any other Unit (including any smell from the ownership or use of marijuana products, lawful or otherwise).

4. Neither Owners nor their occupants shall for any business purpose grow, cultivate, produce, manufacture, sell, distribute, store, possess or test marijuana, medical marijuana, cannabis or other similar products or by-products thereof due to the potential adverse impacts on the occupants of other Units. Neither Owners nor their occupants shall grow, cultivate, produce, manufacture, sell, distribute, store, possess, test or use marijuana in any form that is in violation of applicable state or local law.

5. Owners and Invitees shall not place a load on any floor, including patios, decks, balconies or porches of Residences ("Porches/Patios"), exceeding the load which the floor was designed to carry, or which may, in the reasonable opinion of the Board, constitute a hazard to the Residence.

6. Each Owner shall maintain carbon monoxide and smoke alarms within the Owner's Residence in accordance with applicable law. No Owner shall tamper with, remove, dismantle or destroy any emergency warning devices within the Project or the Common Elements, such as alarms, sirens, horns or strobe lights.

7. Owners and Invitees shall be respectful of the rights and interests of others in connection with their use of the Common Elements, including any Tracts reflected on a Plat, and in connection with the use of any facilities governed or regulated by the Master Documents. If an Owner wishes to have a private gathering or function of any kind within the Common Elements at which more than ten (10) people will attend, then such Owner will obtain the advance approval from the Board for such gathering. Approval for any gathering shall be in the reasonable discretion of the Board depending on the nature of the event and how many persons will attend. Any approval for a gathering may be conditioned on satisfaction of certain requirements, such as a deposit for damage or clean up, proof of adequate insurance for the activity, etc. Any gathering approved by the Board shall occur between the hours of 10:00 a.m. and 8:00 p.m.

8. No smoking of any kind (including tobacco and marijuana) is permitted in the Common Elements of the Project, including any Tract. Smoking by an Owner within his Residence or within the exterior areas of his Unit shall not be permitted to emanate from the boundaries of the Unit so as to affect any neighboring Owner or occupant or any member of the public. Public intoxication is not permitted on or about the Common Elements, including any Tract. No loud, disruptive, profane or vulgar conduct, including loud music, is permitted on or about the Common Elements, including any Tract.

9. No fireworks of any kind shall be used within the Project, including within the exterior areas of any Unit owned by an Owner.

10. No inflammable, combustible, explosive or otherwise dangerous fluid, chemical or substance shall be kept within a Residence or stored within the boundaries of a Unit except such as are required for normal household use and then only in accordance with applicable governmental regulations. Charcoal grills are prohibited. Gas grills are allowed on Porches/Patios.

11. With the exception of bird feeders, the feeding, baiting, salting or other means of attracting wildlife is prohibited.

### **Exterior Appearance**

1. The Porches/Patios shall not be used for drying or hanging garments, or storing such objects as bicycles, skis, snowboards, skateboards, ladders, hoses, or lawn and garden equipment. The walkways, driveways, parking spaces and Unit entrances must not be obstructed or encumbered or used for any purpose other than ingress and egress or other intended purpose such as parking.

2. Owners are responsible for cleaning the interior and exterior glass associated with their Residences, including windows and glass in any doors. The color of any aspect of window coverings which are visible from the exterior of a Residence must be white or beige.

3. Owners are responsible for all snow and ice removal within the exterior areas of a Unit (including Porches/Patios) other than those portions where snow removal is performed by the Association, such as the Unit's driveway, the walkway to the front door of a Residence and any walkway along Base Camp Circle. Owners shall remove within a reasonable time all snow in excess of twelve (12) inches in depth on any Porches/Patios.

4. No exterior air conditioning units, swamp coolers, telephone antenna, television antenna, radio antenna or wiring for any of the foregoing shall be placed, erected, constructed or maintained within the exterior areas of a Unit or attached to the outside of a Residence without the prior written approval of the Board. Notwithstanding the foregoing, certain Owner antennae are allowed to be installed as follows: (a) a dish antenna that is one meter or less in diameter and designed to receive direct broadcast satellite service, or to receive or transmit fixed wireless signals via satellite, (b) an antenna that is one meter or less in diameter or diagonal measurement and designed to receive video programming services via broadband radio service (wireless cable), or to receive or transmit fixed wireless signals other than via satellite, or (c) an antenna that is designed to receive local television broadcast signals. If a Residence or improvements within a Unit are constructed for connection or service in a particular location, that location is deemed approved by the Board for the location of antenna with the description and dimensions set forth above until such time as a different location for a particular Unit is approved in writing. If no such location has been or can be identified, an antenna as described above may be installed by an Owner or tenant (with an Owner's permission) either attached to a Residence or within the boundaries of any patio or porch within a Unit. There is no obligation for the Board to grant a variance of the regulations in this Section under any circumstances. No installation shall adversely affect the structural integrity of the Residence or the Common Elements. Any fixture or addition permitted by the Board to be attached to the exterior of a Residence may be required to be painted or stained at the Owner's expense and as directed by the Board to harmonize with the exterior of the building. The foregoing regulations comply with current federal law, but if such law changes, then the law shall be deemed to supersede these Rules.

5. No exterior enclosure, structure, outbuilding or improvement of any kind, including, but not limited to, a hot tub, built in fire pit or fireplace, jungle gym, playhouse, trampoline, arbor, gazebo, shade structure, tent, canopy, fence, barrier, animal pen, post, pole, clothesline, mailbox, ditch, trench, driveway, walkway, stairs, playhouse or shed, shall be placed, erected, constructed or maintained by any Owner within the Association Maintenance Area without the prior written consent of the Board and otherwise in compliance with the procedures set forth in the Governing Documents.

6. No tree, shrub, bush, other vegetation or landscaping element shall be installed, cut, trimmed, pruned, removed, relocated or otherwise disturbed, nor shall any surface contour be graded, re-graded, altered or otherwise disturbed, without the prior written approval of the Board.

7. There will be no loitering, soliciting or posting of hand bills by anyone within the Project.

8. Any damage to the Association Maintenance Area, Common Elements, or common personal property caused by an Owner or its Invitees shall be repaired or replaced at the expense of such Owner.

9. No persons are permitted on the rooftops except for workmen authorized by Management.

10. Except to the exact extent expressly allowed and permitted by applicable law overruling the restrictions and prohibitions of these Rules and Regulations (such as certain flags and political signs as may be permitted under the Act), no sign, billboard, poster board or advertising structure of any kind shall be placed, erected, displayed or maintained by Owners or occupants for any purpose whatsoever, including on the balconies, patios, porches, decks, windows and exterior walls of the Residences unless approved by the Board. No sign larger than 18" x 24" will be approved unless otherwise required by law.

11. Except to the exact extent expressly allowed and permitted by applicable law overruling the restrictions and prohibitions of these Rules and Regulations, no flag or pennant shall be flown or displayed outside any Residence, and no flagpole shall be installed outside a Residence, unless approved by the Board.

12. Except as otherwise expressly set forth in the Governing Documents, no object shall be displayed from, affixed to or placed upon the exterior walls, windows, doors or roofs of the Residences without the prior written consent of the Board. The Residence exteriors shall not be painted, decorated or in any manner modified without compliance with procedures established in these Rules and Regulations and other Governing Documents and without the prior written consent of the Board, which consent may be withheld in the sole discretion of the Board for any reason, including purely aesthetic grounds. The foregoing shall not limit any rights of Declarant as set forth in the Declaration.

### **Vehicles and Parking**

With respect to all exterior surface parking within the Project, including those parking spaces within the exterior boundaries of a Unit, the following rules shall be in effect:

1. In accordance with Section 10.6 of the Declaration, except for sales and construction trailers permitted therein and vehicles which are allowed as a matter of law, no house trailer, camper, camping trailer, boat trailer, hauling trailer, other trailer of any kind, van, snowmobile, boat, or accessories thereto, truck (larger than one ton), self-contained motorized recreational vehicle or motor home, other type of recreational vehicle, motor home or recreational equipment, or other motor vehicle (except a passenger car) may be parked or stored within the Project except within an Owner's garage.

2. A driveway within the boundaries of an Owner's Unit is intended to be used exclusively by that Owner (subject to temporary use by an adjacent Unit Owner to turn into his own driveway). No Owner may park any vehicle except within the driveway located within his Unit boundaries. No Owner may use his driveway or outside parking area for

storage or in any manner that obstructs or interferes with any other Owner's parking or access, or that constitutes a safety hazard. No vehicles may be parked on roads or streets within the Project, including the Private Roads, except in expressly designated parking areas.

3. Parking spaces within the boundaries of an Owner's Unit may be used by such Owner for short or long-term parking of an operable automobile or motorcycle, the intent being to allow an Owner to use the spaces on his property for parking of an operable automobile or motorcycle for residential purposes, including extended periods between visits by the Owner to his Unit. No inoperable vehicles shall be permitted within the Project except within an Owner's garage. Trucks or other commercial vehicles, during the time necessary for construction or maintenance of Residence improvements, Unit improvements or Common Elements are permitted in Owner or Project parking spaces, as the case may be.

4. If vehicles in a driveway prevent the full or partial snow removal from such areas, then the Owner of that Unit shall be responsible for clearing the areas remaining with snow within a reasonable period to prevent ice build up or large and/or hardened piles of snow. The following will be towed away immediately at the vehicle owner's expense:

- A. Vehicles obstructing traffic, snow removal or trash collection or parked within Private Roads or Base Camp Circle;
- B. Vehicles obstructing access to any parking spaces;
- C. Vehicles parked in posted "No Parking" zones or in other unauthorized locations, including assigned parking spaces of others;
- D. Vehicles blocking access to fire hydrants or otherwise violating fire code or health and safety laws; and
- E. Vehicles parked in landscaped areas or other Common Elements that are not designated for parking.

5. All responsibility for damage to or loss of vehicles while located at the Project is assumed by the Owner or occupant of a Unit. The Association shall not be responsible for any such damage or loss by water, snow, ice, fire, defective brakes, the acts or omissions of others, theft, or for any other cause. The presence of security cameras or other surveillance equipment (if any) shall not imply any duty or obligation relating to safety or security on the part of the Association or its Managing Agent.

### **Animals**

As a point of clarification and to reiterate the meaning of the language in the introductory paragraph of these Rules above, when the following Rules relating to animals reference that they are applicable to "Owners", it is intended for such Rules to also apply to the animals of any tenant, occupant, visitor or other Invitee. The legal Owner of a Unit shall be responsible for any violations of these Rules by a non-owner Invitee having animals on site at such Unit or within the Project.

1. Owners shall be permitted to keep and maintain no more than two (2) dogs or cats at any time. No Owner shall keep or allow within the Project a dangerous or exotic animal at any time. An Owner may not breed or sell pets from his Unit.

2. All pets must be domiciled within the Residence and shall not be kenneled or live outdoors. Pets shall not be fed outside. Pets are not permitted to run free outside of a Residence at any time and may not be tied up or left unattended outside without being attended by a person. When outside of a Residence, pets must be with a person on a leash no longer than ten (10) feet and in the direct control of the handler at all times.

3. Owners of pets must immediately pick up the waste created by their pets within Common Elements (including Tracts), within the Association Maintenance Area (including all exterior areas of an Owner's Unit) and on Porches/Patios. An Owner who does not pick up waste is considered to be in violation of the Governing Documents and is subject to enforcement procedures pursuant to the Governing Documents, including the Association's Policies.

4. Animals which create a noise problem, such as barking dogs, will not be permitted. The Owner of an animal creating a noise problem is considered to be in violation of the Governing Documents and is subject to enforcement procedures pursuant to the Governing Documents, including the Association's Policies.

5. Owners are responsible to prevent their pets from damaging any landscaping, buildings or property owned by other Owners, the Association or third parties. Any such damage shall be repaired or replaced, as necessary, at the Owner's expense.

6. Owners must be aware of and comply with any pet regulations or restrictions imposed by all applicable governmental authorities, whether the Town of Granby, Grand County or the Department of Wildlife. Such regulations include licensing or registration of animals.

7. The Owner of an animal that is aggressive or that bites anyone is considered to be in violation of the Governing Documents and is subject to enforcement procedures pursuant to the Governing Documents, including the Policies. In addition to assessing fines against the Owner of an aggressive or biting animal, the Board has the express authority to order the animal permanently removed from the Project. Additionally, the Association, the Board and all Owners submit to the authority of the local Animal Control office for violations of local law and these Rules and Regulations. Any violation shall be deemed cause for the Association, the Board, the Managing Agent or an Owner to request action by the local Animal Control.

8. A bona fide service animal is not considered to be a pet and therefore is subject only to those Rules and Regulations of the Association which are permitted by law to be applied to service animals.

9. Owners should discourage their visitors from bringing pets to the Project for protection of local wildlife. Contractors, subcontractors, delivery people and other similar persons entering the Project for trade or business (collectively "Business Invitees") are prohibited from bringing animals to the Project.

10. Every Owner having a pet indemnifies the Association and holds it harmless against any loss or liability of any kind or character whatsoever arising from or as a result of having an animal or pet.

### Alterations/Approvals

1. No exterior addition to or change or alteration to the exterior of a Residence or the Association Maintenance Area, including, without limitation, construction of any additional window, door, skylight or other alteration to a Residence visible from the exterior of the Residence or the Common Elements (including landscaping) shall be made without the prior written approval of Declarant during the Declarant Control Period and thereafter, the Board. No other improvements, alterations or decorations visible from outside a Residence shall be added by an Owner without the prior written approval of Declarant during the Declarant Control Period and thereafter, the Board. To the extent the Board is willing to consider any change to a Unit, the Owner will be responsible for the costs of maintaining, repairing and replacing any improvements permitted by the Board (and may be requested to so agree in a written document which may be recorded in the public records).

2. An Owner may submit a written request for an exterior alteration, change or addition by delivering the following to Declarant or the Board, as appropriate, prior to making any installation, alteration or modification covered by the Governing Documents, including these Rules and Regulations: (a) plans and specifications showing the nature, kind, shape, height, color, materials, and location of proposed improvements in sufficient detail for review to occur to analyze whether there is harmony of external design and location in relation to surrounding structures and topography; (b) a processing and review fee determined in the sole discretion of the Board; and (c) such other documentation as the Declarant or the Board may require. The requesting Owner shall be responsible for payment of any professional fees incurred by the Association or Declarant in retaining architects, engineers or other professionals to review the plans and specifications. In evaluating the request, the Board or Declarant, as appropriate, shall specifically consider the impact of the alteration on the harmony of external design and location in relation to the surrounding structures and topography. If Declarant or the Board does not respond within thirty (30) days following receipt of an Owner's complete request, then Declarant or the Board shall be deemed to have approved the proposed alteration or modification. If Declarant or the Board withholds its approval for any reason, Declarant or the Board, as appropriate shall, within thirty (30) days following receipt of the complete request, deliver a written notice to the Owner specifying the reasons for the withholding of such approval. All work with respect to any approved alteration, addition and improvement shall be done in a good and workmanlike manner and diligently prosecuted to completion. Any alteration, addition or improvement shall be performed and done strictly in accordance with all laws and ordinances relating thereto. In performing the work or any such alteration, addition or improvement, an Owner shall have the same performed in such a manner so as not to obstruct access to any portion of the Project. Declarant or the Board will not approve any alteration, addition or improvement to a Residence unless and until the Owner has paid all Assessments and other fees required to be paid to the Association by the Owner. To the extent required, an Owner shall also seek any approvals required under the terms of the Master Documents.

3. If an Owner seeks to remodel or conduct any construction within the interior of a Residence other than a cosmetic change such as painting or decorating, the Owner shall submit a written request for permission to the Board with a description of the project, the plans and specifications for the project, the estimated duration, the proposed hours of construction, any impact on other Units or Common Elements, and any other special requests

or helpful information. If the Association does not respond within thirty (30) days following receipt of an Owner's request addressing all components, then the Association shall be deemed to have approved the proposed project; provided however, that in no event shall the Association be deemed to have approved any alteration or modification that would: impair the structural integrity, plumbing, ventilation, soundproofing, electrical, life safety, or mechanical systems of the adjacent townhome unit or otherwise within the Project; lessen the support of the adjacent townhome unit or any portion of the Project; or violate any applicable law or the Governing Documents. If the Association withholds its approval for a request submitted by an Owner for any reason, the Association shall, within such thirty (30) day period, set forth in a written notice to the Owner the reasons for the withholding of such approval. For any approved project, an Owner shall present to the Association information regarding the proposed contractors and their insurance coverages.

4. Construction shall only be permitted between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday, and 9:00 a.m. to 3:00 p.m. on Saturday, excluding holidays. Following completion of any work that requires a building permit, the Owner shall provide the Association as-built drawings of the work and any certificate of occupancy or other governmental approval issued for such work. All work will be done in a good and workmanlike manner and diligently prosecuted to completion.

5. The Owner shall pay the reasonable costs and expenses of any Association review of a project, including but not limited to the fees of professional engineers and architects. The Association may require an advance deposit of the estimated amount of any such fees and may withhold its approval until all its costs and expenses are reimbursed. The Association will not approve any alteration, addition or improvement to a Unit unless and until the Owner has paid all Assessments and other fees required to be paid to the Association.

6. During any period of construction by an Owner, the Owner shall cause the applicable contractors and subcontractors who will be performing the work to obtain and maintain commercial general liability, property, builder's risk, and automobile liability insurance in reasonable and customary amounts and with customary endorsements, and workers compensation coverages in amounts required by applicable law.

7. Neither the Association nor any agent or representative thereof, nor any of their respective employees, officers, agents or contractors, will (a) be liable for any loss, liability, claim or expense which may arise by reason of any approval or disapproval of any plans or specifications, or (b) be responsible in any way to any person for any defects in any plans or specifications submitted, revised or approved, or for any design, structural or other defects in any work done according to or inconsistent with such plans and specifications. Approval of any plans or specifications does not assure approval by the Town of Granby or by any other governmental authority.

### **Insurance Claims**

Any Owner who believes that the Owner or an Invitee has a claim against an Association insurance policy shall first submit the facts and circumstances surrounding such claim to the Board. The Owner shall allow the Board reasonable opportunity to inspect the claim and determine if the subject matter of the claim is within the Association's insurance

coverage. The Association may, in its sole discretion, elect to cover an Owner's claim in order to keep premiums down.

### **Communications and Cooperation**

1. When the Association is using a Managing Agent for property management, Owners need to communicate property problems and concerns (such as leaks or adequacy of snow shoveling) to the Managing Agent and the Board, as Owners may be instructed from time to time. If the issue is urgent, the Owner should call the telephone number of the Managing Agent, and then quickly follow up with an email to the Managing Agent, copying all Board members. If the issue is not urgent, the Owner should email the Managing Agent, and if a response is not received that is satisfactory, the Owner should then email all Board directors.

2. Emails to the Managing Agent and any to the Board directors should include a subject line that is relevant to the problem or concern being reported, and if urgent, should start with the word "urgent" or something similar. The purpose of this Rule is to help the Managing Agent and the Board identify that a problem or concern exists and how urgent it is. Emails reporting a problem or concern should specifically not use a "reply" or "reply to all" or a "forward" with a subject line that is not germane to the problem or concern, nor should they bury the request for assistance inside of or after long paragraphs about other issues. Owners should use a Golden Rule approach in which they ask themselves how they would want to receive notice of a problem or issue if they were busy and had many other responsibilities besides this Project.

3. Entities providing services to the Association or the Project, such as a Managing Agent, bookkeeper, or law firm, are not authorized to make or clarify policy for the Association or to deal with Owners on any issues other than those which the Board has specifically advised the Owners to take up with the service providers. The Board is the only entity authorized to make or clarify policy for the Association. However, the fees charged by service providers are or tend to be increased by the number of messages reviewed by such service providers even if the service providers are not called upon to make or carry out decisions (i.e., the "workload" caused by the Association increases). Further, premature involvement of service providers can cause false starts or confusion about who is responsible for handling requests. Therefore, to hold down confusion and the possible increase of service charges to the Association, Owners shall not direct, or send copies of, messages or other communications to service providers about any issues except those which the Board's procedures have specifically authorized the Owners to raise with service providers. Instead, all such messages or communications about policies or procedures or issues that have not been expressly delegated to service providers shall be sent only to the Board members. The inclusion of service providers on communications that they should not be getting is a violation of this Rule and Regulation, and Owners are responsible for any increased costs caused by unauthorized communications.

4. The Association will from time to time negotiate and contract with third parties ("Contractors"), such as roofing companies, to carry out certain needed services, maintenance or repairs (collectively, "Work"), such as roof replacement. When the Association has contracted with or is in the process of negotiating with a Contractor, no Owner should communicate with the Contractor, without the permission of the Board, about

the Work or about the possibility that the Contractor might do substantially the same Work with the Owner as client instead of the Association. If an Owner desires information about, has concerns about, or wishes to make suggestions to the Board about, the Work, the contract terms or the Contractor and its qualifications, the Owner should email the Board members, not copying the Contractor. Contact by an Owner with a Contractor about Work without the permission of the Board creates confusion and doubts in Contractors, increases needed efforts by the Board, and is a violation of these Rules and Regulations, and in certain cases may constitute tortious interference with contract.

### **Enforcement and Penalties**

1. Owners shall be responsible for informing Invitees of these Rules and Regulations and shall be responsible for violations by their Invitees.

2. Situations and matters not addressed by these Rules and Regulations shall be resolved by the Board in its sole and reasonable discretion.

3. The Association's Policy Regarding Enforcement of Covenants and Rules and Regulations sets forth the procedures by which alleged violations are reported, investigated, determined in a hearing, and fined (if deemed appropriate by the hearing Board).

4. Certain of the Rules and Regulations set forth herein pertaining to trash containment and disposal, as well as certain restrictions on animals, are required by Granby Ranch, the Town of Granby and/or the Colorado Department of Wildlife. If the Association fails to enforce the pet restrictions and other required provisions, then the Town or the Colorado Department of Wildlife may enforce them and recover all costs incurred from the party committing the violation. At any time after the first offense and warning that a dog owner fails to comply with the pertinent Rules, the enforcing party may request removal of the dog from the Project. Nonpayment of a fine imposed or failure to remove the dog(s) from the Project shall be considered a separate violation for each day that a violation continues after notice, and shall be enforced accordingly. Violation of the dog policy by Business Invitees shall result in the immediate eviction of same from the Project. In the event of a second violation, the dog(s) and the Business Invitee shall be immediately evicted from the Project, and the offending person shall be prohibited from entering the Project for a period of seven (7) consecutive calendar days. In the event of a third violation by a Business Invitee, the offending person shall be prohibited from entering the Project for the following six (6) consecutive calendar months.

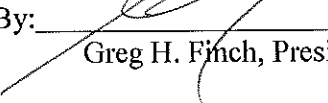
### **Amendment of Rules and Regulations**

Subject to the terms of the Declaration and the Board's duty to exercise business judgment and reasonableness on behalf of the Association and the Owners, the Board may modify, cancel, limit, create exceptions to, or expand these Rules and Regulations in accordance with the Policy Regarding Procedures for the Adoption and Amendment of Policies, Procedures and Rules.

PRESIDENT'S CERTIFICATION:

The undersigned, being the President of the Townhomes at Base Camp Association, Inc., a Colorado non-profit corporation, certifies that the foregoing Rules and Regulations were unanimously adopted by the Board of the Association by Written Action of Board of Directors Without Meeting dated to be effective July 13, 2018.

TOWNHOMES AT BASE CAMP ASSOCIATION, INC.,  
a Colorado non-profit corporation

By:   
Greg H. Finch, President