

COLUMBINE LAKE COUNTRY CLUB, INC.

Members Regulations

Revision #47

Revised and Adopted February, 2026

Columbine Lake Country Club, Inc.
P.O. Box 714
Grand Lake, Colorado 80447
Telephone: (970) 627-8120
www.columbinelake.com
office@columbinelake.com

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References to the fine structure classes can be found in Article 25

Article 1. Responsibilities

Members, guests, tenants and anyone associated with a member, such as a vendor or contractor, must be familiar with and follow all Columbine Lake Country Club (CLCC) Members Regulations. Members have full responsibility for the consequences of any regulation violation(s) incurred by anyone the member authorizes to be on their property or to use CLCC facilities.

Article 2. Change of address

Members must notify the CLCC office of any change in mailing address, email address or telephone number as soon as possible.

Article 3. Dues and Payments

All CLCC members are required to pay annual dues for the upkeep of CLCC. The assessment period is from July 1st through June 30th. The annual assessment is billed after June 15th and becomes due and payable on July 31st. The assessment may be paid in full by July 31st or one half by July 31st and one half by November 30th of the same year. Lots with delinquent assessment payments are subject to late charges, liens, and suspension of members privileges.

CLCC members who own multiple lots may qualify for reduced annual dues on their undeveloped lots and legally combined lots.

An undeveloped lot is defined as a lot that does not contain a stand-alone structure with utilities and livable space.

The reduced rate schedule for undeveloped lots is:

- First lot and developed lot(s): 100% of the annual dues
- Second undeveloped lot: 75% of the annual dues.
- Third, fourth, or more subsequent undeveloped lots: 50% of the annual dues for each additional lot.
- Legally combined lots: If you have lots that have been legally combined and contain a single-family home:
 - The first combined lot pays 100% of the annual dues.
 - The second combined lot pays 75% of the annual dues.

To qualify for any reduced annual fee, all lots must be titled in the exact same name(s), whether owned by an individual, multiple individuals, a firm, corporation, or trust.

If questioned by CLCC management, the burden of proof for identical ownership rests with the lot owner(s).

Article 4. Membership Cards, Use of CLCC Facilities

1. PURPOSE: The purpose of the Columbine Lake Country Club Card Control System is to ensure that only members and their authorized guests (not renters) use Community Facilities. Limiting access to only members in good standing and their authorized guests enhances security and ensures that only members in good standing and their authorized guests can use amenities paid for and maintained by the community.

2. COMMUNITY FACILITIES: "Community Facilities", include the clubhouse, pool, nature trails, lake, lake access points and docks, horse pasture, playground equipment, gazebo and beach areas. Individuals may be asked to show either a Member's Card or Fishing Pass at any time to confirm that they are legitimate members of the community or an authorized guest.

3. TYPES OF CARDS:

a. MEMBER CARD: A single, permanent Member Card will be issued for each lot in the subdivision, regardless of how many individuals own the lot. This card will be mailed to the new members when a lot is transferred. The Members Card admits up to 10 people into the clubhouse and must be presented upon entry. The member does not need to be present for the card to be used; however, the member remains fully responsible for the behavior and actions of anyone using the card at all times. Groups larger than 10 must complete a Group Use Permit and receive prior approval from the office.

b. FISHING PASS: Each lot in the subdivision will be issued a single, permanent Fishing Pass. This pass must accompany all members and their guests while fishing in Columbine Lake. It permits up to six individuals to fish at any one time. The pass must be presented upon request to verify that only authorized members and their guests are using the lake.

c. While the member does not need to be present during use, they are fully responsible for the actions of anyone using the Fishing Pass, including ensuring that all users are familiar with and follow the fishing rules. Please note: the Fishing Pass does not grant access to the clubhouse.

4. CARD REPLACEMENT: Cards are durable plastic items encoded with the members lot and block information and are typically issued only once. If a card becomes worn, damaged, or otherwise unusable, it will be replaced at no cost to the members. In such cases, the original card number will be deactivated and replaced with a new number to prevent unauthorized use.

If a card is lost, the member is responsible for a \$25 replacement fee. As with damaged cards, the old card number will be deactivated and a new card will be issued to ensure there are no duplicate cards in circulation.

5. MEMBERS NOT IN GOOD STANDING: Any member who is delinquent in the payment of assessments is considered suspended. This suspension overrides all other usage rights, including access as a guest of a paying member or through ownership of another lot with a current, paid assessment.

6. Members who are delinquent or otherwise not in good standing are not authorized to use community facilities. Their access cards will be flagged at the clubhouse, and individuals attempting to use a flagged card will be denied use of CLCC facilities. This policy also applies to Fishing Passes.

7. CARD INFORMATION: All cards will be clearly marked with the card type, members name, block and lot number. **ALL CARDS REMAIN THE PROPERTY OF COLUMBINE LAKE COUNTRY CLUB, INC. and may be confiscated if misused.**

8. RENTERS: Short and long term renters are not authorized to use either the Members Card or Fishing Pass. See the definition of a Renter in Article 6 below. **Class 3 Violation**

9. EXCEPTIONS: Any exception to the above policy must be approved by the General Manager and/or

the Board of Directors.

Article 5. Guests

A guest is someone who uses a member's residence or property without remuneration. If using the CLCC Community facilities, a guest must either be accompanied by a member or have a valid CLCC Member's Card or Fishing Pass. All rules and regulations *apply to all individuals using Community Facilities*.

Article 6. Rental Properties: Members and Renters

Definitions

1. **SHORT TERM RENTAL (STR):** Property that is rented for less than thirty (30) consecutive days.
2. **HOST MEMBER:** Short Term Rental property member.
3. **LONG-TERM RENTAL (LTR):** Property that is rented for thirty (30) or more consecutive days.
4. **LANDLORD:** Long-Term Rental property owners.
5. **RENTER:** A 'Renter' is defined as any individual who provides monetary remuneration, services, or trade in exchange for the use of the owner's property, whether for short-term (STR) or long-term (LTR) occupancy. Renters are distinct from guests and do not possess the same privileges as a guest. The definition of "Renter" encompasses all occupants of the property throughout the rental period.
6. **REQUIRED LANGUAGE FOR COMMON PROPERTY USAGE RESTRICTIONS:**
"Columbine Lake is a private, covenant-controlled community. Due to these covenants renters are restricted from using the "Community Facilities", clubhouse, gazebo, horse pasture, or Columbine Lake.

Host Member Regulations

Failure to comply with any provisions in Article 6 is a class 3 violation unless otherwise noted.

1. **Host Members** must register each of their CLCC Short-Term Rental (STR) properties annually with both the CLCC office and the Grand County STR office. Each of those offices will issue a registration card or permit valid for twelve months. STR rental operations cannot begin until both the CLCC registration and Grand County permits are secured.
2. All CLCC STR Registrations must be completed through the CLCC Web Based Registration Platform. The platform requires the following:
 - Answer all registration questions
 - Provide Host Owner's 24/7 contact phone number for Renter issues.
 - Provide a copy of your current Grand County STR Permit by email to office@columbinelake.com
2. Provide web links and URLs for every STR Platform used to advertise the property (e.g., VRBO, AirBnB, Craigslist, etc.).
 - All rental advertisements Must prominently include the 'REQUIRED LANGUAGE FOR COMMON PROPERTY USAGE RESTRICTIONS', as defined above.
3. An annual STR Registration fee of \$200.00 will be invoiced upon receipt of the web-based registration. The STR registration card will not be issued until this fee is paid.

4. **Host Members** shall prominently post the CLCC STR Registration Card and the 'REQUIRED LANGUAGE FOR COMMON PROPERTY USAGE RESTRICTIONS', as well as the Renters Regulations, in the STR property.
5. **Host Members** shall prominently post the Renters Regulations specified herein in the STR property.
6. **Host Member** of lakefront properties shall not allow Renters to utilize their docks and property to access Columbine Lake for lake activities, including but not limited to swimming, canoeing, kayaking, fishing and snowmobiling.
7. **Host Member** shall not make their Owner Card or Fishing/Lake Pass available to renters. It is the Host Members responsibility to maintain both passes in a secure location.

Landlord Regulations

Failure to comply with any provisions in Article 6 is a class 3 violation unless otherwise noted.

1. **Landlord's** 24/7 contact phone number must be on file with the CLCC Office.
2. **Landlords** will not make their Owner Card or Fishing/Lake Pass available to renters. It is the Landlord's responsibility to maintain both passes in a secure location.
3. **Landlords** shall post the Renters Regulations specified herein in a prominent location in the LTR property.
4. **Landlords** shall include in their rental contract the **REQUIRED LANGUAGE FOR COMMON PROPERTY USAGE**, as defined above.
5. **Landlords** of lakefront properties shall not allow Renters to utilize their docks and property to access Columbine Lake for any lake activities, including but not limited to swimming, canoeing, kayaking, fishing and snowmobiling.
6. **A Long-Term Renter** shall not sublet or operate as an STR the Long-Term Rental Property.

Renters Regulations

Failure to comply with any provisions in Article 6 is a class 3 violation unless otherwise noted.

The CLCC community is a covenant-controlled neighborhood. Renters are required to comply with each of the following regulations:

1. **Renters** are not permitted to use: the Community Property including the clubhouse (or any activities therein), gazebo, horse pasture, nature trails or Columbine Lake (including but not limited to swimming, boating, kayaking, canoeing, SUPing, fishing, fly-fishing and snowmobiling).
2. **Renters** occupying lakeside properties are prohibited from using the property and dock to access the lake for any of the restricted activities stated in Item one.
3. **Renters** shall not use the CLCC Members Card or CLCC Fishing/Lake Pass.
4. Speed limit within the CLCC community is **15 MPH** at all times for all types of vehicles. **Class 5 Violation**
5. Trash may not be stored outdoors.

6. Renter's snowmobiles are prohibited from CLCC roads except to access trailheads when exiting the CLCC community.
7. Renters are strictly prohibited from operating Off-Highway Vehicles (OHV), excluding snowmobiles, in the CLCC community. **Class 2 Violation**
8. **ALL** aerial or water-borne drones are prohibited everywhere within the Columbine Community. **Class 2 Violation**
9. **Dogs** must be kept on leash no longer than 20' and must remain in control of the owner at all times. Dog owners must pick up after their dogs. Waste stations with waste bags are throughout the community. **Class 2 Violation**
10. **Cars and vehicles** must be parked off the street at all times and only in spaces designated by the Host Member/Landlord. Parking in non-designated places or on the streets is prohibited by CLCC and Grand County. Vehicles in violation will be towed at the expense of the owner.
11. **Quiet hours** are from 10PM MDT to 8AM MDT.
12. All **outdoor lights** must be off no later than 10PM.
13. **Renters** may use the trash facility located next to the CLCC clubhouse.
Renters must gain access to the trash utilizing the assigned renters access code.
14. **All FIRE BANS and FIRE RESTRICTIONS** must be followed. Only approved fire pits or containers provided by the homeowner may be used for fires. Call Grand County Sheriff at 970-725-3852 or go to www.gcemergency.com for current information on fire bans and/or restrictions. CLCC reserves the right to raise the level of fire restrictions that may exceed county restrictions. Please check with your Host Member, Landlord or go to www.columbinelake.com for the latest CLCC fire restrictions. **Class 1 Violation**
15. **All fireworks including poppers and sparklers are strictly prohibited in CLCC.**
Class 1 Violation

Enforcement and Violations

The regulations specified in Article 6 are the responsibility of the Host Members and Landlords to enforce and manage with their renters.

Violations of said regulations by Host Members, Landlords or Renters will result in the assessment of fines against Host Members or Landlords.

Article 7. Change of Ownership and Address

CLCC Property Transfer Policy

The CLCC office is to be notified when a lot changes ownership. The fee for transfer of ownership is 1% of sales price. A copy of the warranty deed or conveyance document is required for the CLCC contact information file.

Transfer Fee Refund Policy

Members who sell an initial CLCC lot ("Initial Property") and subsequently purchase a new lot in CLCC lot (the "Replacement Property"), may be eligible for a refund of the transfer fee incurred on the Replacement Property. This is an option available to members in good standing and is subject to the following requirements. Approval is required by the CLCC Board of Directors.

To qualify for a refund, the following conditions must be met:

- **Identical Parties:** The parties involved in both transactions, and the names on the conveyance documents for both the Initial and Replacement Properties, must be exactly the same.
- **Timely Request:** A written refund request must be submitted within **90 days** of the Initial Property sale. This request must include sufficient details describing both transactions.
- **Closings Within 180 Days:** Both the Initial Property and Replacement Property must close within **180 days** of each other.

If approved by the CLCC Board of Directors, the eligible member will receive a refund of the transfer fee, less a **\$250 administrative fee**.

Members's badge and Fishing badge must be returned to the office at time of change of ownership.

Article 8. Maintaining CLCC

Maintaining the Natural Beauty of the CLCC Community

Class 4 Violation unless specifically addressed in the CLCC Building Code Governing Document.

Members are responsible for maintaining the natural beauty and attractiveness of their property.

Property owners are required to keep up the outside appearance of their property.

1. Prior to performing periodic exterior maintenance, consult with the General Manager, ARC, and review the Building Criteria. Most exterior projects require a CLCC building permit.
2. Periodic maintenance needs to be performed on the exterior construction, paint, stain, and roof of any structure on the property, including outbuildings, docks, etc. (Check with the General Manager to see what, if any, permits are needed).
3. Keeping the grounds maintained and ensuring noxious weeds (as defined by the Grand County Noxious Weeds List) and noxious plants are kept to a minimum and dead trees and brush are removed.
4. Properly disposing of trash, (see Article 15 Trash and Junk in Members Regulations)
5. Utilizing ARC approved subdued shades of color that blend in with our mountain environment on outside structures and fences. (see Building Criteria and Information)
6. Utilizing ARC approved rules for all outdoor lighting.
7. Tarps and other material used to cover outdoor items should be in ARC approved subdued colors of forest green or brown.
8. Following HOA architectural regulations when completing major home improvement

construction (see Covenants and Building Criteria).

9. Disposal of large or potentially hazardous trash items such as electronic equipment, appliance furniture, mattresses in the CLCC trash receptacle is not permitted. **Class 3 Violation**

Article 9. Signs and Flags

Commercial Signs Class 5 Violation

1. One neat and orderly "For Sale" sign not to exceed 24" x 36" may be placed on the property lot of any residence that is for sale. A "For Sale" sign may not be located or maintained on CLCC common area property. "For Rent" signs are not allowed anywhere within the subdivision.
2. Vendor signs advertising any form of product or service are prohibited at all times. A single contractor sign, not to exceed 24" x 36", is permitted while work is being performed, and must be removed upon completion of work.
3. A single garage sale sign is permitted for a period from up to two days prior to the date of the sale, but must be removed promptly there afterwards.

Non-Commercial signs Class 5 Violation

A member may display a sign, flag or banner on the member's property, in a window of a home or on a deck/balcony adjoining the home subject to the following:

1. The dimensions of any flag shall be limited to three feet by five feet;
2. The dimensions of any banner shall be limited to two feet by five feet;
3. The dimensions of any sign shall be limited to eighteen inches by twenty-four inches;
4. No flagpole shall exceed twenty feet in height;
5. No sign, flag or banner shall be placed within ten feet of any lot-line; and
6. On each lot, no more than three signs, flags or banners shall be visible from any location

Article 10. Vehicles and Roads

1. No automobile, motorcycle or truck shall be operated on any CLCC road, unless the same has valid license plates, minimum liability insurance as provided by Colorado law for public roads, and the operator has a valid driver's license. **Class 5 Violation**
2. The speed limit on all community roads, for all vehicles, is 15 mph. **Class 5 Violation**
3. No parking of privately owned vehicles is allowed on CLCC roads, rights of way, or other community property, including cul-de-sacs. Parking at the Clubhouse is allowed only during normal hours of operation. This restriction includes, but is not limited to all motorized vehicles and trailers. CLCC has the right to have vehicles towed. **Class 2 Violation**

Article 11. Motor Homes, Tents, Trailers, Campers, Etc.

1. CLCC does not permit camping (tent or travel trailer) on any private, non-improved lot. **Class 3 Violation**
2. One (1) travel trailer, camper or motorhome as defined by the Grand County zoning can be used

during the construction of an members single-family dwelling. The travel trailer, truck camper, or motor home must be entirely self-contained, or must be connected to the water and sewer service for the property on which the single-family dwelling will be located. This accessory use is allowed for one (1) continuous year. The time period for this one (1) year allowance will begin with the Grand County Building Department’s footing inspection. This accessory use is not available until an approved building permit has been issued. Only one (1) continuous one (1) year period is allowed per building permit for a dwelling unit. At the end of the one (1) year period, the travel trailer, truck camper, or motor home must be removed if construction has not been completed, or the building permit will be rescinded. No extensions of this time period will be allowed. **Class 3 Violation**

3. Storage of these units and any other trailers not allowed on vacant lots. **Class 3 Violation**
4. These units may not be stored on CLCC community property. **Class 3 Violation**

Article 12. Off Highway Vehicles (OHV)

1. CLCC permits the operation of Off Highway Vehicles (OHV’s) on its private roads and parking lots by members and guests under certain conditions as noted in this article.
2. It is the responsibility of the OHV owner to maintain liability insurance for all OHV’s to cover damage to CLCC property, private individuals, and private property. OHV operators hold CLCC harmless while operating OHV’s on CLCC roads, lake, facilities, and property.

Definitions

1. Off Highway Vehicle (OHV) is defined herein as any motorized mode of transportation, vehicle or equipment capable of reaching speeds greater than five (5) miles per hour.
In the CLCC community, OHV’s include, but are not limited to, motorcycles, snowmobiles, all types of ATV’s/UTVs, Golf Carts, scooters, mini-bikes, motorized bikes and go-karts.

OHV Rules and Regulations inside CLCC

1. OHV’s must be operated in a safe manner, and operators shall comply with Colorado traffic laws and rules of the road, including rights-of-way.
2. No person under the age of ten (10) years may operate any OHV. **Class 2 Violation**
3. No person ten (10) years of age or older may operate any OHV unless:
 - a. The person has in his possession a valid driver’s license issued by the State of Colorado or another state; or
 - b. The person is accompanied by and under the immediate supervision of a person who has in their possession a valid driver’s license issued by the State of Colorado or another state. “Under immediate supervision” shall mean, at a minimum, the unlicensed operator is within 25 feet of a licensed operator. **Class 2 Violation**
4. OHV’s shall be properly and currently registered according to state law by the Colorado Department of Motor Vehicles or Colorado Department of Parks and Wildlife. **Class 3 Violation**
5. OHV’s are to be used only to travel to and from a place or activity. Circling around the lake and neighborhoods and “joy-riding” is prohibited. **Class 2 Violation**
6. Hours of operation are between 8 AM and 8 PM unless going to or from an event or trail ride.

Class 3 Violation

7. OHV's shall have noise suppression systems; noise in excess of 96 decibels is prohibited. **Class 3 Violation**
8. OHV operators shall comply with all posted speed limits. **Class 2 Violation**
9. Riding side-by-side is prohibited. **Class 2 Violation**
10. Use of OHV's on the lake during the winter months will be at the operator's risk and the 15mph speed limit must be observed. Special care will be taken to operate said vehicles in a safe, responsible manner so as to respect the safety and enjoyment of other Members, and other activities such as ice fishing, cross country skiing, skating and snowshoeing. In addition, the environmental impact on the lake is the responsibility of the operator. **Class 2 Violation**
11. All OHV's must be in good operating condition (no oil or fluid leaks) **Class 3 Violation**
12. Renters are not permitted to utilize any OHV on CLCC roads or facilities. Renters will not be permitted to off-load such vehicles from any trailer or vehicle and park or place such vehicles on any CLCC road or facility. Exception: Snowmobiles will be permitted use of CLCC roads only if going to and from a designated trail. **Class 2 Violation**

Article 13. Boats and Watercraft

1. All watercraft stored on CLCC property must be identified with the owner's name, and lot and block numbers. Such identification must be applied so that they are visible above the waterline. **Class 5 Violation**
2. Overnight storage on the ground is limited to the North Beach area (Access VI) of the lake. **Class 3 Violation**
3. Boat rack space is allotted by a yearly drawing.
4. All boats must be removed from CLCC community property each year by November 1st (including those in boat racks).
 - A. Boats removed from community property by CLCC employees will have a pick-up charge of \$50.00, plus a \$25.00 per month storage fee until the owner reclaims the boat.
5. CLCC is not responsible for damage to or theft of boats stored on CLCC property. (See Article 19. Columbine Lake for more information)
6. One life jacket per person in each watercraft is required
7. Only electric trolling motors are allowed on the lake during open water times of the year. **Class 3 Violation**
8. No hydrofoils, powered water boards or jet skis are allowed on the lake. **Class 3 Violation**
9. Watercraft used on the lake, except for non-motorized kayaks and canoes, are limited to a maximum of 16 feet in length. **Class 3 violation**

Article 14. Snow Removal

Moving snow from your property to any community area or road right of way is prohibited. Owners are responsible for the actions of their snow removal contractor. Vehicles must be parked completely off the roads, cul-de-sacs and parking lots so that CLCC snow plowing operations can keep the areas cleared.

11 If CLCC has to call a tow truck to clear a roadway, the offending vehicle will be towed at the owner's

expense. **Class 4 Violation**

Article 15. Trash and Junk

When used in this regulation, the term “trash” shall include (but not be limited to) any junk, garbage, litter, garden waste, weeds, brush, newspapers, magazines, glass, metal, plastic, paper parts, furniture, oil, carcasses of dead animals, any noxious or offensive matter of any kind, any object likely to injure any person or create a traffic hazard, or anything else of an unsightly nature, or any other object which has been discarded or abandoned. Included shall be any motorized or non-motorized vehicle, or any type of equipment that requires a State of Colorado, Grand County, or CLCC license registration or permit, which license, registration or use permit has been expired in excess of six (6) months and which is being stored or is abandoned on property within CLCC. **Class 4 Violation**

1. Take all household trash to the trash facility by the clubhouse. The dumpster will be monitored using cameras and any illegal use of the facility by any unauthorized individuals is subject to prosecution.
2. Only authorized personnel, as needed, will operate the compactor.
3. Break or cut items to fit into the hopper of the compactor or receptacles.
4. For other trash (electronic equipment, appliances, furniture, mattresses, tires, limbs, brush, etc.) there will be large roll-off dumpsters available at the clubhouse parking lot once a year. At any other time, such trash is to be taken to the Granby transfer station or other facilities. **Class 3 Violation**
5. Trash should not be allowed to accumulate on any lot. **Class 3 Violation**

Article 16. Horse Pasture

1. Horses of any CLCC Member may be kept in the horse facility from June 1st to November 1st with General Manager approval. This time period may be affected by weather conditions.
2. A completed horse pasture application and any ownership, vaccination, and health documentation requested by the General Manager must be received 48 hours prior to arrival at the facility. The General Manager will keep a record of all animals placed in the horse facility, including the animal’s owner, CLCC address, and telephone number.
3. The use of the facility is limited to 10 horses at one time.
4. The care, feeding and overall welfare of horses kept in this facility is the sole responsibility of the Member. Horses must be tended on a regular basis, to include cleanup of stalls. CLCC is not responsible for any illness or injuries to or caused by any of the horses using the CLCC pasture. Members are required to pick up all animal waste if ridden on CLCC roads or community property.
5. Permission must be granted by the General Manager of CLCC, for any other large animal to be kept in the pasture.
6. Horse trailers may be parked at the pasture with General Manager approval for up to two weeks on a first-come, first-served basis, if space allows.
7. Temporary fencing is allowed to be installed at the sole expense of the Member, and only with prior approval of the General Manager. **Class 3 Violation**

Article 17. Pets

General Information

1. All Grand County Ordinances pertaining to the restraint, control, licensing and treatment of pets/animals prevail throughout CLCC

Leash Requirement

1. All animals are required to be on a physical leash no more than 20' long or controlled by an electronic leash/collar no more than 20' from their owner at all times within CLCC, other than while on property belonging to the member. **Class 2 Violation**
2. Control of animals by voice command alone is not allowed.
3. The only allowed exception to this leash requirement is for dogs to swim in the lake, provided the animal is under immediate and direct control by its owner at the lakeshore.
4. Animals that aggressively approach another animal or person must be immediately controlled and physically restrained by the owner or handler

Waste Removal

1. Animal owners or handlers are required to immediately clean up after their pets within CLCC, including roads, community property and private property. **Class 5 Violation**

Public Nuisance/Conflict

1. Any bite or other injury inflicted by an animal is the sole responsibility of the owner or handler. **Class 3 Violation**
2. Animals are not allowed to harass or chase wildlife within CLCC. **Class 3 Violation**

Article 18. Inappropriate Behavior

The Board of Directors may suspend the rights and privileges of membership of any person or persons who engage in any form of inappropriate behavior while using community facilities. This behavior includes, but is not limited to, loud and abusive activities, drunkenness, abuse of CLCC employees or property, and behavior which is offensive to other members. **Class 3 Violation**

The General Manager, at his or her discretion, may temporarily suspend the rights and privileges of any person or persons based on alleged, or reported acts of inappropriate behavior until such a time as the Board of Directors has had an opportunity to review the circumstances of each individual case.

Article 19. Columbine Lake

Columbine Lake

1. Use of the of the Lake is at your own risk – no lifeguard on duty.
2. Fish limit – 3 per person per day with the exception of Northern Pike and Suckers, which should all be removed. Catch & release is strongly encouraged. **Class 4 Violation**
3. Fisherperson must be in attendance and actively monitoring their pole. **Class 4 Violation**
4. No chumming for fish. No live minnows as bait. **Class 4 Violation**
5. Do not put fish entrails in the lake, on the ice, or on the ground when cleaning fish. Use the small trash cans provided at the lake accesses. **Class 4 Violation**
6. If any object becomes partially or wholly submerged in the lake, the following applies: **Class 3 Violation in addition to provisions A, B and C below.**
 - a. The Responsible Member at its sole expense shall, within 72 hours, remove the

submerged item or cause it to be removed and clean up any resulting environmental damage. For purposes of these Members Regulations, "Responsible Member" shall mean any member, who directly owns or operated the submerged item, or whose family member, guest or renter owns or operated the submerged item, or who gave permission to access the lake to any person who owns or operated the submerged item.

- b. If the responsible member fails to remove the submerged item and to clean up any environmental damage within 72 hours following submersion, CLCC. may, at the responsible member's sole expense, remove the submerged item or cause to have it removed and/or undertake cleanup of any environmental damage.
- c. If CLCC. removes or causes the removal of the submerged item and/or undertakes cleanup of environmental damage, the responsible member shall reimburse CLCC for any and all costs related thereto. Such reimbursement shall be made within 30 days following the date that CLCC sends to the responsible member an invoice for such costs to the address of such member as shown in the records of CLCC. Failure by a responsible member to timely reimburse CLCC shall subject the member to legal action for enforcement and penalties for violation of these Members Regulations as well as attorney's fees and costs relating thereto. Such reimbursement and costs will be the member's responsibility and collectable in the same manner as an annual assessment.

Article 20. Clubhouse

Clubhouse and Gazebo

1. Operating hours will be posted at the CLCC Clubhouse and on the CLCC website.
2. The clubhouse, gazebo and all associated amenities therein are for the exclusive use of CLCC Members and/or their guests.
3. Everyone must check-in when entering the clubhouse with their provided CLCC Member Card.
Class 5 Violation
4. The clubhouse and/or Gazebo may be reserved by Members as follows:
 - a. A group use permit application must be filled out and approved by the CLCC General Manager. The permit form is available on Appfolio, in the office, or online at www.columbinelake.com.
 - b. Submission of this properly signed form and a \$200 damage and cleaning deposit are required, at least one week in advance, for any group function for which use of the community facilities is desired.
 - c. Permittee Member(s) must be in attendance at a group function. **Class 1 Violation**
 - d. One adult (over 21) required for each six children under age 15. **Class 4 Violation**
 - e. Permittee Member on behalf of sponsor/permittee, his/her guests and invitees, hereby indemnifies and hold harmless Columbine Lake Country Club, Inc. for any cause of action, damages, claims, &/or injuries to persons or property, including costs and attorney's fees arising out of the use by sponsor/permittee, his/her guests and invitees, of the community facilities at Columbine Lake Subdivision.
 - f. No smoking on any level of the clubhouse or within 25' of any entrance/exit or in the gazebo area. **Class 3 Violation**

- g. No animals are allowed in the clubhouse, except for service animals defined in the Americans with Disabilities Act. **Class 5 Violation**

Swimming Pool

1. There is no lifeguard on duty.
2. No one under 15 years old will be allowed to swim or to be in the sauna or hot tub without an adult (over 18 years of age). Children 5 years and younger are not allowed in the Hot Tube. Hot Tub users must follow regulations posted at the Hot Tub. **Class 4 Violation**
3. No food or drink is allowed in the pool area, except water. **Class 5 Violation**
4. All persons must shower before entering the pool or hot tub.

Article 21. FIRE & FIREWORKS

1. No Fireworks are allowed in CLCC, including poppers and sparklers. **Class 1 Violation**
2. No burning of slash, building materials, or other like substances is allowed in CLCC. No burn barrels are allowed. **Class 1 Violation**
3. When the Grand County announces a fire ban or fire restriction, CLCC will at a minimum follow their restrictions. CLCC has the right to enforce a fire ban for CLCC apart from any Grand County ban. **Class 1 Violation**
4. All fires must be within CLCC approved fire pits or containers as stated in section 4.09 of the building regulations. **Class 1 Violation**
5. The use of Tiki Torches or any open flame light outdoors, is prohibited. **Class 1 Violation**

Article 22. Drones

Drones, unmanned aerial vehicles or radio-controlled boats, unmanned aircraft systems, or similar unmanned vehicles, collectively ("Drones") shall not be used in the community of CLCC for recreational or hobby purposes, with the exception of operator's private property. **Class 3 Violation**

1. Drones may be used for commercial purposes with written permission from CLCC Office Owners must submit CLCC Drone Approval Form to the Office of CLCC for any commercial drone use. **Class 3 Violation without approval**
2. The Office of CLCC shall notify the applicant, in writing, of the decision within 10 days after the application is received.
3. CLCC will hold the owner liable for any and all damage caused by drone use and that by signing an application for drone use, the owner agrees to indemnify CLCC for all damages caused. The owner's signature on the application will indicate the owner's acknowledgement of those conditions. **Class 1 Violation**
4. All drone use must comply with FAA requirements.
5. All violations of privacy (voyeurism), noise disturbance, reckless endangerment and wildlife harassment is prohibited. **Class 1 Violation**

Article 23. Trees

On a regular and continuous basis, owners are required to remove dead, diseased, dying, downed trees, shrubs or slash from their lots. Non-compliance is a **Class 1 Violation**

Article 24. Noise and Exterior Lights

General

Population and housing density in CLCC require that community members practice common courtesy for the enjoyment and tranquility of all. This regulation applies to all Members , guests, short/long-term renters and contractors/vendors.

Noise **Class 3 Violation**

1. Quiet Time shall be from 10PM MDT to 8AM MDT, seven days a week.
 - a. This shall pertain to any human, animal or motorized noise that reasonably interferes with the tranquility of the community.
 - b. Reasonable and considerate exceptions shall apply for recognized National Holidays such as New Year's Eve and July 4th.
2. Contractors/vendors may operate between the hours of 8AM MDT to 6PM MDT Monday through Friday. Contractors/vendors may not operate on Saturdays, Sundays or National holidays.
 - a. Exceptions may be made for emergency situations at the discretion of the CLCC General Manager.
 - b. Permission to operate outside of the allowed hours or days must be approved in advance by the General Manager.

Exterior Lighting **Class 4 Violation**

1. All exterior lighting must comply with the lighting standards found in the most current version of the CLCC Building Criteria and Information.
2. Exterior lights must be turned off when the residence is not occupied or when not in use and no later than 10PM MDT. Exception is solar pathway lights. (see CLCC Building Criteria)
3. Motion activated exterior lights are allowed for security or ingress/egress purposes providing such lights are illuminated for no more than 5 minutes upon activation.
4. Holiday lights: Items such as religious or specific holiday decor should be reserved for a specific religious or holiday season, and should be used no earlier than a month before and no later than a month after that holiday. (see CLCC Building Criteria Article II, Section 2.08)

Article 25. Fine Structure, Complaint Process and Complaint Form

The following multitier fine structure applies to violation(s) of CLCC Members Regulations or Building Criteria. It is important to note that it is "NOT" the intent of the HOA to issue fines and impose owner privilege suspensions but rather to highlight the importance of following the regulations in order to maintain a safe and secure CLCC community.

- Violation(s) are defined as failure to follow the Regulations as noted in CLCC Members

Regulations here contained or CLCC Building Criteria.

- Members have the sole responsibility to advise any party associated with their property of the CLCC Regulations. Non-compliance committed by a non-member (i.e. family, guest, renter, contractor, vendor) will result in the consequences to the Member. All violations are the sole responsibility of the CLCC Member.
- Refer to the Red Highlighted Violation Class contained within each applicable Regulation in the document above to identify your Violation Class and subsequent Fine Obligation should you be cited for Failure to Comply. Please note that a warning letter does not have an associated fine.
- Repeating a Violation Class will accelerate the severity of the fine and associated loss of CLCC privileges where noted. Penalties will increase as described for repeated Class Level Violations.
- After a violation free period (Period 1 or Period 2) or after the Suspension of Owner Privileges completes its term, the violation history resets itself to zero.
Period 1: April 15 to November 30
Period 2: December 1 to April 16

Fine Structure, Class and Violation Level

Fines may be levied in accordance with these [Violation and Hearing Policy and Procedures](#).
The fine amounts are as follows:

Class 1 Violations: \$500 per occurrence

Class 2 Violations: \$250 per occurrence

Class 3 Violations: \$200 per occurrence

Class 4 Violations: \$150 per occurrence

Class 5 Violations: \$100 per occurrence

For violations that are continuing in nature, failure to correct may result in suspension of Member privileges and/or legal action

Complaint Process

Complaints from the community or staff must be filed within 7 days of the occurrence or observation of a violation. Do not engage violators for your and their own safety. Details must lead to the identification of the Violation(s) and Violator(s) in order to process the complaint. Complaints must be in writing using the form at columbinelake.com and must include:

1. Pictures and or witnesses confirming the violation
2. Addresses and/or ID of the violating vehicle(s) from which the violators are connected must be provided
3. The complainant must be willing to testify if the violation is set for a hearing.

Article 26. Amendments to Members Regulations

These Member Regulations may be altered, amended, or repealed and new regulations may be adopted by a majority of the Board of Directors present at any regular meeting or at any special meeting, if the Board Members are given at least two days' written notice of intention to alter, amend, repeal, or adopt new Regulations at such meeting.