

**RULES AND REGULATIONS  
OF  
THE ASPEN HOUSE, A COMMON AREA AMENITY OF SUMMIT SKY RANCH**

**PREAMBLE**

These Rules and Regulations of the Aspen House (these “**Rules and Regulations**”) are applicable to “The Aspen House” as shown on the Sixth Supplemental Planned Community Map of Summit Sky Ranch, recorded in the real property records of Summit County, Colorado on July 18, 2018 at Reception No. 1174552 and described in the Sixth Supplement to Declaration of Covenants, Conditions and Restrictions for Summit Sky Ranch, recorded in the real property records of Summit County, Colorado on July 18, 2018 at Reception No. 1174551 (the “**Aspen House**”). These Rules and Regulations are not intended to address all conceivable issues that may be encountered during the operation of the Aspen House, and may be amended from time to time in the sole discretion of the Board. All capitalized terms used in these Rules and Regulations without definition shall have the meanings set forth in the Declaration of Covenants, Conditions and Restrictions of Summit Sky Ranch recorded in the real property records of Summit County, Colorado on March 8, 2017 at Reception No. 1135780 (as amended and supplemented from time to time, the “**Declaration**”).

These Rules and Regulations are intended to protect the Aspen House and to promote the health, safety, welfare and enjoyment of home owners (each, an “**Owner**”) and their guests and family members while residing at Summit Sky Ranch (collectively, “**Users**”). The Aspen House is committed to providing all Users an enjoyable experience. To uphold these standards, Users are expected to act in a manner consistent with good taste. Misconduct by any User should be reported to the Aspen House management.

**A. GENERAL RULES AND REGULATIONS.**

1. Only Users may use the Aspen House. Users shall abide by all rules, regulations and requirements of the Association, including these Rules and Regulations, as they may be amended from time to time.
2. The Aspen House shall be open on the days and during the hours as may be established by the Board from time to time. Areas of the Aspen House may be closed for maintenance and repairs. The Board may establish guidelines allowing Users or outside groups to use portions of the Aspen House for private events.
3. The Aspen House reserves the right, in its sole discretion, to refuse service to or expel from the Aspen House any User when that User appears intoxicated.
4. Commercial advertisements shall not be posted or circulated at the Aspen House nor shall solicitations of any kind be made at the Aspen House without the prior written approval of the Board. Other than as permitted in writing by the Board, no petition shall be originated, solicited, circulated or posted at the Aspen House.

5. Dogs or other pets (with the exception of registered service animals) are not permitted at the Aspen House except with the written permission of the Board. Where dogs are permitted on the Aspen House grounds, they must be on a leash. Users are responsible for damage caused by an animal owned by the User or under the User's control.
6. Users may not abuse, mistreat or harass any employee of or contractor for the Aspen House, verbally or otherwise. All Aspen House employees and contractors are under the supervision of the Board, and no User shall reprimand or discipline any Aspen House employee or contractor. Any employee or contractor not rendering courteous and prompt service should be reported to the Board.
7. Users shall not engage in any conduct that is improper, unlawful, disruptive, abusive or indecent, or which is determined by the Board, in its sole discretion, to be offensive to the enjoyment of the rights and privileges of the Aspen House by other Users. Without limiting the discretion of the Board to include other actions, the following actions will be deemed by the Board to be improper or offensive to the enjoyment of the rights and privileges of the Aspen House by Users: (i) harassing or belligerent behavior towards a User; (ii) creation of a nuisance; and (iii) persons under the influence of alcohol or drugs.
8. Users shall only be permitted to park in designated parking areas. No parking shall be allowed on grassed areas, landscaped areas or vacant lots. "No Parking" signs must be observed. Vehicles in violation of "No Parking" signs may be towed at the owner's expense. Vehicles are not to be left at the Aspen House parking areas for longer than 24 hours.
9. Smoking is permitted only in designated areas as permitted by law. Marijuana use is prohibited at the Aspen House.
10. No outside alcohol is permitted on the premises or within the vicinity of the Aspen House, to include decks, Fire Pit, front lawn, and Pool Area.
11. No fireworks, including sparklers, are permitted anywhere at the Aspen House unless part of a fireworks exhibit organized and conducted by the Association.
12. Firearms and all other weapons of any kind are not permitted at the Aspen House at any time, except by authorized law enforcement.
13. Use of the Aspen House may be restricted or reserved from time to time by the Board in its sole discretion.
14. Violation of any of these Rules and Regulations or conduct in a manner prejudicial to the best interests of the Aspen House shall subject a violating User to disciplinary action, including suspension or expulsion, by the Board in accordance with the Bylaws of the Association and these Rules and Regulations.

15. Association and Aspen House personnel shall have full authority to enforce these Rules and Regulations and any infractions shall be reported to the Board.
16. Except for activities by or on behalf of Declarant, operation of remote controlled or motorized aircraft (includes drones, from, in, on or over the Aspen House) other than by Declarant is prohibited.
17. In no event shall the Aspen House discriminate against any individual because of the individual's race, color, religion, gender or sexual orientation, national origin, age or handicap.
18. Children under the age of 18 years must be accompanied by an adult at all times.
19. Concurrently with the execution and delivery of that certain Amenity Release and Waiver (the "**Amenity Waiver**") by each Owner, Aspen House management will issue an access fob (a "**Fob**") for each Owner and each member of the Owner's immediate family over the age of 18 years to be used by Users to access the Aspen House in accordance with the terms of the Amenity Waiver, Bylaws, and these Rules and Regulations. In connection with the right to use the Fobs, each Owner shall provide credit card information to be linked to the Fobs at the time of execution and delivery of the Amenity Waiver. Each Owner shall not allow any other person to use the Fob issued to such Owner other than those designated by the Owner as Users per these Rules and Regulations. Each Owner shall require all Users to execute Amenity Waivers and shall deliver each executed Amenity Waiver to Aspen House management. Prior to renting their homes (short or long-term), Owners must provide a copy of these Rules and Regulations along with the rental agreement and shall require all renters to return executed Amenity Waivers prior to occupancy. Owners are responsible for their own Fobs and each Owner is responsible for anyone using his or her Fob, whether or not the particular User has signed the Amenity Waiver. Guests may obtain their own Fobs from Aspen House management by providing credit card information and a refundable fee of \$20, to be refunded when the Fob is returned to Aspen House management at the conclusion of their stay. In the event any Fob which has been issued to the Owner or guest is lost, stolen or damaged, the Owner shall immediately notify Aspen House management and, upon the Owner's payment to Aspen House management of a replacement fee of \$20 per Fob, Aspen House management will replace the lost, stolen or damaged Fob provided that the Amenity Waiver remains in full force and effect at such time.

## **B. DISCIPLINE**

Owners are responsible for their own conduct and for the conduct of their family members and guests, including any Users using a Fob, whether or not such User has executed an Amenity Waiver. Subject to the Bylaws of the Association, any Owner whose conduct or whose family member's or guest's conduct shall be deemed by the Board to be likely to endanger the welfare, safety, harmony or good reputation of the Aspen House or the Users or is otherwise improper, may be reprimanded, fined, suspended or expelled and have all privileges associated with the

Aspen House suspended or terminated by the Board. The Board shall be the sole judge of what constitutes improper conduct, but improper conduct shall include, without limitation, (i) failing to abide by these Rules and Regulations; (ii) abusing Aspen House contractors or employees; or (iii) acting in a manner incompatible with the appropriate standard of conduct of the Aspen House.

**C. LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY**

1. Each User as a condition of his or her use of the Aspen House assumes sole responsibility for his or her personal property. Neither the Aspen House nor the Association shall be responsible for any loss or damage to any personal property used or stored at the Aspen House, whether in lockers or elsewhere. Any such personal property which may have been left at the Aspen House for six months or more without payment of storage thereon may be donated or sold by the Association, with or without notice, to a local non-profit or at a public or private sale, or may be otherwise disposed of, and the proceeds, if any, may be retained by the Association.
2. No Users shall remove property or furniture belonging to the Association from the Aspen House without prior written authorization from the Association. Every Owner shall be liable for any property damage caused by such Owner, and each Owner shall be further responsible for any property damage caused by his or her family members and guests. The cost of such damage shall be charged to the applicable Owner.
3. Any User or other person, who, in any manner, makes use of or accepts use of the Aspen House or privileges or services related thereto, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Association, either on or off the Aspen House's premises, shall do so at his or her own risk. Each User releases the Association and its directors, officers, members, employees, representatives, contractors and agents (collectively, the "**Released Parties**") from any and all loss, cost, claim, injury, damage or liability sustained or incurred by any of them resulting from or arising out of any conduct or event connected with the Aspen House, except to the extent the same results from the gross negligence or willful misconduct of any of the Released Parties. Each User shall indemnify and hold harmless the Released Parties from any loss, cost, claim, injury, damage or liability sustained or incurred by any of them arising out of or incident to the Aspen House or use of the Aspen House by such User, except to the extent the same results from the gross negligence or willful misconduct of any of the Released Parties. Should any family member or guest of any Owner bring suit against any of the Released Parties in connection with any event operated, organized, arranged or sponsored by the Association or on account of any other claim or matter in connection with the Aspen House, such Owner shall indemnify and hold harmless the Released Parties therefrom, except to the extent the same

results from the gross negligence or willful misconduct of any of the Released Parties.

4. Should any party bound by these Rules and Regulations bring suit against any of the Released Parties in connection with any event operated, organized, arranged or sponsored by the Association or on any other claim or matter in connection with the Aspen House, and fail to obtain judgment therein against any of the Released Parties, such party shall be liable to the prevailing Released Parties for all costs and expenses incurred by them in the defense of such suit, including without limitation, court costs and attorneys' fees.

#### **D. GUEST PRIVILEGES**

1. Subject to the Declaration and Bylaws of the Association, guest privileges for the Aspen House may be extended under the rules, regulations and requirements established by the Board from time to time. Although it is the intention of the Aspen House to accommodate guests of Owners, the Board reserves the right to limit the number of guests that are invited or are sponsored by an Owner on any given day and the number of times a particular guest may use the Aspen House during any given period of time. The Board may establish from time to time the rate of any fees and charges and the rules, regulations and requirements for use of the Aspen House by guests. Guest privileges may be denied, withdrawn or revoked at any time for reasons considered sufficient by the Board in its sole discretion.
2. There shall be no unaccompanied guests at the Aspen House, unless otherwise permitted in the Bylaws or by the Board in writing.
3. Any individual using the Aspen House as a guest must be registered by the sponsoring Owner with the Aspen House and see a member of the staff to sign the appropriate waiver. The Aspen House reserves the right to require identification by each guest.
4. The sponsoring Owner shall be responsible for all charges incurred by such Owner's guests. The sponsoring Owner is also responsible for all conduct and actions of such Owner's guests while at the Aspen House. If the manner or appearance of any guest is deemed to be unsatisfactory, the sponsoring Owner shall, at the request of the Aspen House staff or Board, cause such guest to leave the Aspen House.

#### **E. POOL AND SPA**

1. The Pool and the Spa are generally open year-round, but may be closed due to extreme weather and maintenance issues for up to three weeks each year.
2. Pool and Spa hours are generally Monday through Sunday, 6:00 am to 10:00 pm. Pool hours are subject to change without notice.



3. Proper attire must be worn at all times in the Pool area. Swim suits alone may be worn in the Pool and no non-swim attire of any kind is permitted in the Pool.
4. All children wearing diapers are required to wear swim diapers when in the Pool. Swim diapers can be purchased at the Aspen House.
5. All swimmers must supply their own towels and swimwear.
6. Children under the age of 18 years must be accompanied by an adult at all times.
7. Each Owner is permitted two Pool guests at a time during peak hours.
8. The Pool will be closed when air temperature falls below a comfortable level, or at any time when lightning or rainstorms are spotted.
9. Aspen House management and staff have the right to remove anyone from the Pool area who does not comply with any Pool rules and regulations.
10. Pets, with the exception of registered services animals, are not permitted in the Pool area and are not permitted to be left unattended outside the Pool area.
11. Food and drink are permitted only at the supplied tables. No glass containers are permitted in or around the Pool or Spa area. Any Users making use of the food and drink tables must clean up after themselves. Outside alcohol is not permitted near the Pool or Spa.
12. No diving, running, dunking, rough play or “horse play,” or excessive noise is permitted in the Pool area.
13. The only balls permitted in the Pool are Nerf-type balls and inflatable plastic beach balls. Floating devices are limited to one per person during busy times. Throwing of balls is not permitted during busy times for the comfort of other Users.
14. No bicycles, skate boards, roller blades, roller skates or scooters are permitted in the Pool area.
15. Smoking is not permitted in the Pool or Spa area.
16. All Users must observe the directions and instructions of all Aspen House management and staff at all times.
17. No lifeguard is on duty, and swimming is always undertaken at one’s own risk.
18. Swimmers must take a cleansing shower before entering the Pool or Spa.
19. The Pool lost and found will be placed with the Aspen House lost and found discussed above. Aspen House management and staff is not responsible for lost or unattended property.

20. Spitting, spouting water, nose blowing, urinating, or defecating in the Pool is not permitted.
21. Gum chewing is not permitted within the Pool area.
22. Each individual wearing a personal flotation device or water wings must be accompanied within arms' reach by an adult. Donut or "O" shaped inflatable aids are not permitted for safety reasons.
23. Users may not exceed maximum capacity of Pool, which is 16 persons.
24. No back flips, twists, cannonballs or similar jumps allowed for the safety of all Users.
25. Photography or video footage is forbidden by the Pool and Spa area without prior permission.
26. Diving is only permitted during supervised lessons or activities organized by trained Aspen House management and staff.
27. Spa.
  - a. Children under the age of 18 years must be accompanied by an adult at all times.
  - b. Spa capacity is as posted.
  - c. Showering is required before entering the Spa.
  - d. A time limit of 15 minutes must be observed due to the fatiguing effects of prolonged use of the Spa.
  - e. Clean swim attire must be worn at all times.
  - f. Pregnant women may not use the Spa.
  - g. Elderly persons and persons with respiratory or cardiopulmonary problems should not use the Spa without approval from their doctor.
  - h. Persons having a skin disease, nasal or ear discharge, communicable diseases, or who is wearing any kind of bandage will not be permitted in the Spa.
  - i. Persons having any considerable areas of exposed sub-skin tissue, open blisters, cuts, sunburn, etc. are warned that these are likely to become infected.
  - j. Use of alcohol or combined use of prescribed medicines is not recommended while using the Spa.

- k. Do not use Spa during rainstorm or lightning.
- l. No diving or jumping allowed in the Spa.

**F. GYM**

- 1. Persons under the age of 18 are not permitted to use the Gym.
- 2. Use of the Gym is only allowed during open operating times set by the Board. Current hours of operation are from 6:00am to 9:30pm, and may be changed by the Board from time to time in the Board's sole discretion.
- 3. Users must wear appropriate apparel and footwear at all times when exercising in the Gym. For the benefit of all Users, strong cologne or perfume is not allowed.
- 4. Users are responsible for their own safety. Seek advice regarding proper use of equipment from an Aspen House staff member if necessary.
- 5. Maximum occupancy is 14 persons.
- 6. No smoking, eating or drinking (except water or sports drinks) is permitted in the Gym.
- 7. It is the Users' responsibility to wipe down equipment after use. Please report to Aspen House management or staff when supplies are low or need replenishing.
- 8. Television volume must be kept at a reasonable level. Personal phones must be muted in respect of other Users.

**G. REC ROOM AND INFANT PLAY AREA**

- 1. Children under the age of 18 years must be accompanied by an adult at all times.
- 2. Rec Room and Infant Play Area must be left as found, with toys tidied, television turned off, and area cleaned of food and drink.
- 3. Dry swimsuit cover-up must be worn after use of Pool while seated on furniture.

**H. BUSINESS CENTER, DEN & WELLNESS ROOM**

- 1. Open hours are as listed above under Section A of these Rules.
- 2. No smoking allowed in the Business Center, Den or Wellness Room.
- 3. Business Center, Den and Wellness Room use can be reserved by Aspen House management through the rental program for an additional fee.

**I. FIRE PIT**



1. Fire Pit use is permitted only in accordance with posted rules and instructions.
2. Use of Fire Pit is at own risk.
3. Children under 12 years must be supervised by an adult and activities around the Fire Pit must be monitored at all times.
4. Fire Pit works on a timer and can only be used during Aspen House hours, as set by the Board.
5. Burning materials or fuel of any kind is not allowed and may not be added to the Fire Pit.
6. Do not use the Fire Pit during high winds or when a fire ban is in place.

**J. KITCHEN**

1. Children under 12 years must be supervised by an adult while in the Kitchen.
2. Use of Kitchen facility is at own risk. Please ask Aspen House management or staff if instruction is needed to operate any of the appliances.
3. All Users must familiarize themselves with the location of fire extinguisher before use of the Kitchen.
4. Use of the Kitchen includes complete clean up, empty dishwasher, cleaning all surfaces, returning items to their proper location, making sure gas is turned off and fridge/freezer doors are properly closed. Additional charges will apply where cleaning outside of the normal schedule is required.
5. Floors must be cleaned of any spillage. Use the caution wet floors signs if required for safety of other Users.
6. No personal food may be stored in the fridge/freezer or on shelves in the Kitchen.
7. Further rules and requirements apply for use of the Kitchen during any private bookings. See Aspen House management or staff for this information.
8. Please use appropriate recycling trash cans and inform member of staff if cans are overflowing.
9. If supplies, trash bags, dishwasher tablets, paper towels, etc. are running low, please inform Aspen House management or staff.

**K. ASPEN ROOM**

1. The Aspen Room is available for all Users and registered guests during open hours of the Aspen House, as set by the Board, unless reserved for maintenance or private events.

2. Users and Owners' guests must be registered with Aspen House management with credit card information on file before use of beer & wine taps is allowed. Persons must be over 21 years of age to pour and consume any alcoholic drink. See Aspen House management or staff for registration of personal account. Beer & wine taps are only unlocked and available for purchase during hours set by the Board. Aspen House management and the Board have the right to refuse such service to any User as stated in Section A, #3. All beer and wine consumption must be in accordance with all applicable laws, regulations, ordinances, and covenants.
3. All food, snacks and retail items are available for purchase during open hours of the Aspen House. Before this service is available, Users and guests must register to set up an account with Aspen House management or staff.
4. Users are responsible for any damage caused to furniture, equipment, audio or games made available to Users for enjoyment.
5. The Aspen Room must be left as found, including surface areas, glassware, china and silverware cleaned and replaced in their correct locations. All board games and playing cards to be replaced in designated areas after use.
6. Fireplaces work on a timer for the convenience of Users.
7. Dry swimsuit cover-ups must be worn in the Aspen House area after use of the Pool. No bare feet are allowed.
8. Television and music volumes must be set at a comfortable level for all Users.

Made effective this 18th day of July, 2018 by the Directors of the Association.

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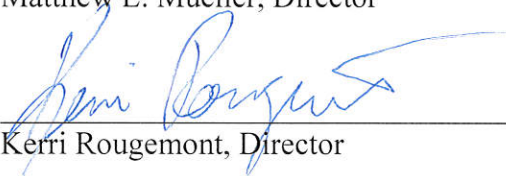
Paul L. Books, Director

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Timothy R. Welland, Director

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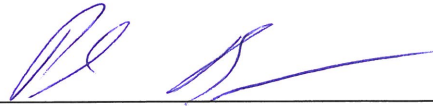
Matthew L. Mueller, Director



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Kerri Rougemont, Director

Made effective this 18th day of July, 2018 by the Directors of the Association.



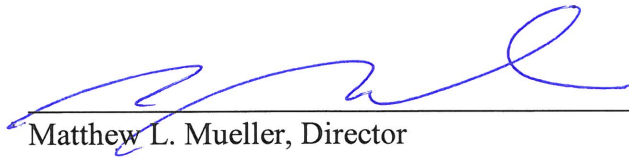
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