

**RULES AND REGULATIONS  
FOR FISH CREEK MEADOWS ASSOCIATION  
ADOPTED AUGUST 25, 2021**

These Rules and Regulations (the "**Rules**") have been adopted and implemented to protect the investment of the members and to enhance the values of the properties subject to regulation by the Association. Terms which are defined in the Amended and Restated Declaration of Protective Covenants for Fish Creek Meadows Subdivision (the "**Declaration**") shall have the same meaning herein, unless defined otherwise in these Rules. The Board is empowered to enforce these Rules and Regulations which shall be in effect at all times.

**I. ARCHITECTURAL GUIDELINES AND APPROVAL**

A. **Membership of Design Review Board (DRB)**. Unless otherwise determined by the Board of Directors, the DRB shall consist of the Board of Directors. At any time, the Board of directors may appoint any number of Persons to the DRB. Members of the DRB appointed by the Board of Directors may be removed at any time by the Board and shall serve for such term as may be designated by the Board or until resignation or removal by the Board. The Board of Directors may at any time change the authorized number of members of the DRB, but the number of members of the DRB shall not be less than five (5).

B. **Address of DRB**. The address of the DRB shall be at the principal office of the Association, as reflected in the office of the Colorado Secretary of State from time to time.

C. **DRB Responsibilities**. To review plans for compliance with architectural guidelines and when appropriate, in the discretion of the DRB and with applicant's consent, invite select potentially-affected Owners to meet with the DRB and the Applicant to review and comment on the proposed project, approve plans and, review construction for compliance with plans.

D. **Submittal of Plans**. Prior to commencement of work, the Person proposing to construct a Project ("**Applicant**") shall submit to the DRB and the Home Owner's Association's Manager the Project Submission Form with preliminary drawings, narrative and building permit / requirements. The DRB will review the submittal for compliance with the HOA governing documents. If the DRB accepts the Project, and no building permits are required, and the DRB determines that no additional plans and details are required, the DRB will approve the submittal and work may proceed. If the DRB determines that additional plans and details are required, Applicant shall submit project plans, including descriptions, surveys, siting and plat plans, drainage plans, elevation drawings, construction plans, specifications and samples of materials and colors as necessary to fully describe the proposed Project as may be requested by the DRB. Project plans (electronic or two sets if hard copy) and the construction schedule must be submitted

to the DRB for review as soon as practicable, but in no event, later than 30 days before the Project Plans are submitted to the City Building Department. It is strongly recommended that the Applicant obtain and review a copy of the Association's Architectural Guidelines and begin these submittals early in the planning phase to allow time for review by, and discussions with, the DRB. Note: Architectural plans will be for DRB use only.

E. Review. The DRB shall begin the review process as soon as practicable and shall schedule an initial review meeting with the Applicant if needed to discuss the project and make recommendations (if any) within 15 days of receiving the preliminary plans. Additional meetings will be held as necessary. The goal is for the DRB to turnaround subsequent Project submittals within 5 days of receipt and to issue a written approval or denial in writing within 30 days of when the Project Plans were submitted to the DRB for review unless such time period is extended by mutual agreement. If the decision is not to approve a proposed Project, the reasons therefore shall be stated. The decision of the DRB shall be promptly transmitted to the Applicant at the address furnished by the Applicant to the DRB.

F. Failure of DRB to Act on Plans. Any request for approval of a proposed Project shall be deemed approved unless disapproval or a request for additional information or materials is transmitted to the Applicant by the DRB within thirty (30) days after the date of receipt by the DRB of all required materials.

G. Architectural Guidelines. Each Project Plan will be reviewed based on its own merit while considering the following guidelines:

Buildings:

Height Restrictions: Comply with the requirement of the City of Steamboat Springs Community Development Code and the City Building Code. No variances.

Roofs: Material/s shall be non-reflective, non-glare, non-shiny in earth-tone color.

Exterior Walls Finish: Exterior materials shall be wood, stone, stucco, textured concrete or brick.

- a) Exterior Color: Natural, indigenous earth tone colors which blend in with the site.
- b) Setbacks: No part of any building (except decks and roof overhangs) of any kind shall be located within thirty (30) feet of any property line.

Exterior Lighting: Comply with City Codes (ie: shaded/downcast) and additionally be respectful and considerate of neighbors. A dark night sky is nice – light pollution is not.

Landscaping: Landscaping should be compatible with the natural terrain and be completed within 12 months after completion of construction.

The DRB may waive the requirement for approval of certain Project if a building permit is not required and such approval is not reasonably required to carry out the purposes of this Declaration.

H. Construction Guidelines. These Rules and Regulations apply to all construction activities that occur within the Fish Creek Meadows Subdivision.

1. Owner is responsible for following these Construction Rules and Regulations, and for requiring that Owner's contractors and laborers comply.

Owner shall provide the Board with contact information for (a) design issues, and for (b) construction site issues. For each, provide the name of the responsible person, general contact information, and emergency contact information.

2. Traffic. Fish Creek Meadows is a pedestrian and pet friendly neighborhood, with abundant wildlife. The contractor, its suppliers, employees, visitors and guests should be cautioned to drive with care, paying attention to the signs and watching out for people and animals in the roadway.

3. Parking. Access must be maintained so that residents and emergency vehicles can pass through construction vehicles and equipment at all times. To the maximum extent possible, construction parking must be "on-site." Where on street parking is necessary, it should be on one side of the road and should not impair neighboring owners access.

4. Temporary Access Closure. If temporary access closure is absolutely necessary, then City traffic control should be requested for the duration of the closure.

5. City Codes and Requirements. Owner and owner's agents must comply with all City codes, parking regulations, noise levels, hours of operation and construction requirements. Complaints received by the Fish Creek Meadows Design Review Board ("DRB") will generally be referred to the City of enforcement.

6. Pets. Any pets brought onto a construction site must be restrained and must be kept on the site.

7. Trash and Debris. Trash that contains food must be stored in a bear-proof container.

I. Design Review Fee. The Applicant will be required to pay the fees of all professional consultants which the DRB needs for the review of a particular Project.

J. Prosecution of Work After Approval. After approval of any proposed Project, the proposed Project shall be accomplished as promptly and diligently as possible and in complete conformity with: (a) the description of the proposed Project; (b) any materials submitted to the DRB in connection with the proposed Project; and (c) any conditions imposed by the DRB. Construction must be continuous and for buildings, the exterior must be complete within eighteen (18) months after DRB approval and the completed project within the approved construction schedule. Non-building projects will be scheduled individually. Failure to comply with the above shall constitute noncompliance with the requirements for approval of the Project.

K. Notice of Completion. Upon completion of the Project, the Applicant shall give written Notice of Completion to the DRB. Until the date of receipt of such Notice of Completion, the DRB shall not be deemed to have notice of completion of such Project.

L. Inspection of Work. The DRB or its duly authorized representative shall have the right to inspect any Project prior to or after completion; provided that the right of inspection shall terminate thirty (30) days after the DRB shall have received a Notice of Completion from Applicant.

M. Notice of Noncompliance. If, as a result of inspections or otherwise, the DRB finds that any Project has been done without obtaining the approval of the DRB or was not done in complete conformity with the description and materials furnished to, and any conditions imposed by, the DRB, the DRB shall notify the Applicant in writing of the noncompliance, which notice shall be given, in any event, within thirty (30) days after the DRB receives a Notice of Completion from the Applicant. The notice shall specify the particulars of the noncompliance and shall require the Applicant to take such action as may be necessary to remedy the noncompliance.

N. Failure of DRB to Act After Completion. If, for any reason other than the Applicant's act or neglect, the DRB fails to notify the Applicant of any non-compliance within thirty (30) days after receipt by the DRB of written Notice of Completion from the Applicant, the Project shall be deemed in compliance if the Project was, in fact, completed as of the date of Notice of Completion.

O. Appeal to Board of Directors of Finding of Noncompliance. If the DRB gives any notice of noncompliance, the Applicant may appeal to the Board of Directors by giving written notice of such appeal to the Board and the DRB within thirty (30) days after receipt of the notice of noncompliance by the Applicant. If, after a notice of noncompliance, the Applicant fails to commence diligently to remedy such noncompliance, the DRB shall request a finding of noncompliance by the Board of Directors by giving written notice of such request to the Association and the Applicant within sixty (60) days after delivery to the Applicant of a notice of noncompliance from the DRB. In either event, the Board of Directors shall hear the matter in accordance with the provisions of the Bylaws for Notice

and Hearing, and the Board shall decide whether or not there has been such noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same.

P. Correction of Noncompliance. If the Board of Directors determines that a noncompliance exists, the Applicant shall remedy or remove the same within a period of not more than fourteen (14) days from the date of receipt by the Applicant of the ruling of the Board of Directors or such longer period as the Board may prescribe. If the Applicant does not comply with the Board ruling, the Board may, at its option, record a Notice of Noncompliance against the real property on which the noncompliance exists, may enter upon such property and remove the non-complying Project, or may otherwise remedy the noncompliance, and the Applicant shall reimburse the Association, upon demand, for all costs and expenses incurred by the Association in connection therewith. If such expenses are not promptly repaid by the Applicant or Owner to the Association, the Board may levy a Reimbursement Assessment against the Owner of the Lot for such costs and expenses. The right of the Association to remedy or remove any noncompliance shall be in addition to all other rights and remedies which the Association may have at law, in equity or under this Declaration. The Applicant and Owner of the Lot shall have no claim for damages or otherwise on account of the entry upon the property and removal of the non-complying Project.

Q. No Implied Waiver or Estoppel. No action or failure to act by the DRB or by the Board of Directors shall constitute a waiver or estoppel with respect to future action by the DRB or the Board of Directors with respect to any Project. The approval of the DRB of any Project shall not be deemed a waiver of any right to withhold approval for any similar Project or any similar proposals, plans, specifications or other materials submitted with respect to any other Project.

R. DRB Power to Grant Variances. The DRB may authorize variances from compliance with any of the provisions of this Declaration or the Design Standards when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental consideration may require such variances. Such variances must be evidenced in writing and shall become effective when signed by at least a majority of the members of the DRB. If any such variance is granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall the granting of a variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the property concerned, including, but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental authority having jurisdiction.

S. Meetings of DRB. The DRB shall meet from time to time as necessary to perform its duties hereunder. The DRB may from time to time, by resolution in writing adopted by

a majority of the members, designate a Representative (who may but need not be one of its members) to take any action or perform any duties for or on behalf of the DRB, except the granting of approval to any Project and granting of variances. The action of such Representative within the authority of such Representative or the written consent or the vote of a majority of the members of the DRB shall constitute the action of the DRB.

T. Records of Actions. The DRB shall report in writing to the Board of Directors all final actions of the DRB, and the Board shall keep a permanent record of such reported action.

U. Estoppel Certificates. The Board of Directors shall, upon the reasonable request of any interested Person and after confirming any necessary facts with the DRB, furnish a certificate with respect to the approval or disapproval of any Project or with respect to whether any Project was made in compliance herewith. Any Person, without actual notice to the contrary, shall be entitled to rely on said certificate with respect to all matters set forth therein.

V. Non-liability of DRB Action. There shall be no liability imposed on the DRB, any member of the DRB, any Representative, the Association, any member of the Board of Directors for any loss, damage, cost, expense or injury arising out of or in any way connected with the performance of the duties of the DRB unless due to the willful misconduct of the party to be held liable. In reviewing any matter, the DRB shall not be responsible for reviewing, nor shall its approval of an Project be deemed approval of the Project from the standpoint of safety, whether structural or otherwise, or such Project's conformance with building codes or other governmental laws or regulations.

W. Construction Period Exception. During the course of actual construction of any permitted structure or Project, and provided construction is proceeding with due diligence, the DRB shall temporarily suspend the provisions contained in this Declaration as to the property upon which the construction is taking place to the extent necessary to permit such construction, provided that during the course of any such construction, nothing is done which will result in a violation of any of the provisions of this Declaration upon completion of construction and nothing is done which will constitute a nuisance or unreasonable interference with the use and enjoyment of other property within the Community.

X. FCC Regulated Devices. The Design Review Committee may regulate the location, color, screening and all other aspects of FCC Regulated Devices to the fullest extent permitted by law. DBS, MDS and FWS antennas that are one meter (39.37 inches) or less in diameter, may be installed by a unit owner. DBS, MDS and FWS antennas that are larger than one meter in diameter are prohibited. All antennas, satellite dishes and communication devices not specifically covered by the FCC rule are prohibited. If acceptable quality signals may be received by placing antennas inside a home without unreasonable delay or unreasonable cost increase, then the antenna must be installed within the residential improvements. Antennas shall be located in a place shielded from view

from outside the Lot to the maximum extent possible; provided, however, that nothing in this rule requires installation where an acceptable quality signal cannot be received or in such a manner that unreasonably increases the cost of the installation. Antennas shall be no larger nor installed higher than is absolutely necessary for reception of an acceptable-quality signal. Installation must comply with all applicable codes, take aesthetic considerations into account, and minimize the aesthetic impact. If, by law, the Design Review Committee cannot condition the approval of a proposed FCC Regulated Device on installation of screening or painting the device, then the Association may enter the Lot to install and maintain the screening and/or paint the device and, in such case, all such expenses shall be a common expense.

## **II. GARBAGE AND TRASH**

No refuse, garbage, trash, lumber, compost, metal, bulk materials, scrap, refuse or debris of any kind shall be kept, stored, or allowed to accumulate on any Lot except within an enclosed structure or appropriately screened from view, except that any container containing such materials may be placed outside at such times as may be necessary to permit garbage or trash pick-up in accordance with City code.

## **III. PETS.**

A. No livestock (e.g.: horses, cows, sheep, goats, etc.) of any kind, including horses, shall be raised, bred or kept on any Lot. Small domesticated animals (dogs, cats, etc.), birds and fish are allowed, provided that they are not kept, bred, or maintained for any commercial purpose. Chickens are allowed under the following restrictions:

1. Roosters are prohibited.
2. Chickens shall be kept in a secure coop at all times unless under direct supervision. Chicken coops and run shall be built with electric fencing and materials to protect the chickens from predators.
3. All chicken coops shall be considered "improvements" under section 2.15 of the Covenants and be subject to review by the DRB under projects section 4.2 of the Covenants. When reviewing coops DRB should consider impact on the neighborhood and surrounding neighbors. They may notify the surrounding neighbors and allow them to participate in the DRB meeting regarding the proposed project. Coops should be as inconspicuous as possible.

4. Maximum size of the coop shall be limited to 80 sq. ft. with a 6'6" height.
5. Coops shall be kept in a neat and sanitary condition at all times, and they must be cleaned and waste properly disposed of on a regular basis to prevent conditions potentially harmful to humans, offensive odors, and other offensive conditions.
6. Feed shall be stored in a secured animal-proof container if located outdoors.
7. If there are complaints regarding the chickens or their coops, please contact the owners of the chickens directly for resolution and concurrently inform the Board. If an amenable solution cannot be reached with the owner of the chickens, contact the FCM Board. Violations of the City of Steamboat Springs Community Development Code can be referred directly to the City of Steamboat Springs Code Compliance Officer, (970) 871-8274.
8. Chickens are only allowed to be kept by designated FCM homeowners. No renters in FCM will be allowed to have chickens.

B. An Owner may have an aggregate of not more than five domesticated animals (e.g., three cats and two dogs) per household, subject to all applicable local ordinances.

C. Dogs shall not be allowed to roam unrestrained within the Community or outside the Owner's Lot. Dogs shall be controlled by their Owner and shall not be allowed off the Owner's Lot except when properly controlled and accompanied by the Owner or such Owner's representative.

D. Dogs shall not be chained or tethered outdoors, unattended, so as to become an annoyance or nuisance to others from barking or such other cause.

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

#### **IV. MOTOR VEHICLES/PARKING/PROPERTY USES**

A. Owners shall show consideration for neighbors and the Association in general. If it is necessary to keep boats, campers, trailers, recreational vehicles, or any other vehicle, whether operational or not, stored outside. Such "vehicles" shall not be indiscriminately



(time or visibility wise) parked outside on any Lot or street within the Community Area for more than 45 days in any calendar year. If such "vehicles" would be visible to the Association Members, and would be stored within the Community Area beyond the 45 day limit, they shall be concealed from view in a manner approved by the Design Review Board. Junk, abandoned or unlicensed vehicles shall not be stored outside on any lot. Tractors, trucks, industrial or commercial vehicles are allowed only as required for construction purposes. For the purposes of these Rules, a licensed 1-ton or smaller vehicle commonly known as a pickup truck shall not be deemed a commercial vehicle or truck.

B. Property uses are limited to "residential" and only one single-family residence is allowed for each lot. Commercial-type uses, such as "bed and breakfast" operations or "vacation home rentals" are expressly prohibited. Residential rental of properties is permitted, provided that such rentals are for periods of at least 29 days, and that all other requirements of the Declaration, Bylaws, and Rules and Regulations of the Association are met.

C. Residential Leasing – Any owner desiring to lease their property shall comply with the following:

1. The owner shall provide a copy of each lease to the board of Directors prior to the tenant's taking occupancy;
2. The lease must provide for a rental period (occupancy) of not less than 29 days;
3. The lease shall provide that subletting of the premises or any portion thereof for periods of less than 29 days is not allowed;
4. The lease shall provide that the tenant has obtained a copy of, and agrees to comply with, the Fish Creek Meadows Rules and Regulations (R&R) and amendments; and
5. The lease shall contain tenant's contact information to include name, cell phone number, and email address.

**V. ASSESSMENTS, PAYMENTS AND FINES.**

A. **Fines.** In the event of any violation of the Declaration or these Rules, then in addition to all rights and remedies provided by the Declaration, a reasonable fine assessment may be imposed, after Notice and Hearing, as follows:

1. First Offense/Violation. A fine of up to \$100.00 may be assessed for each violation and, for continuing violations, a fine of up to \$100.00 for each day the violation continues.
2. Subsequent Offense(s)/Violation(s). A fine of up to \$300.00 may be assessed for each violation, and, for continuing violations, a fine of up to \$300.00 per day for each day the violation continues.

B. Returned Check Charges. In addition to any and all charges imposed or allowed under the Declaration, Articles of Incorporation, Bylaws or these Rules, a twenty five dollar (\$25.00) fee shall be assessed against an Owner, in the event any check or other instrument attributable to or for the benefit of such Owner or Owner's properties not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to insufficient funds. Such return check charge shall be due and payable immediately, upon notice thereof, in the same manner as provided for payment of assessments under the Declaration. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law.

C. Application of Payments Made to the Association. The Association reserves the right to apply any and all payments received on account of any Owner or the Owner's property (hereinafter collectively "**Owner**"), to payment of any and all legal fees and costs (including attorney's fees), expenses of enforcement and collection, late fees, return check charges, lien fees and interest owing or incurred with respect to such Owner pursuant to the Declaration, Bylaws and Rules of the Association prior to application of the payment to the special or general assessments due or to become due with respect to such Owner.

D. Fines and Assessments. All fines and assessments shall be due and payable immediately upon notice of such fine or assessment, as described in the Policies and Procedures for Enforcement (the "**Policies and Procedures**") established in Paragraph VI below. Notwithstanding anything to the contrary in these Rules and in the Policies and Procedures, the Association shall be entitled to take such action and perform such work as specified in these Rules or as otherwise permitted or required by law, the Declaration or the Bylaws, prior to, in the absence of, or during the pendency of any hearing. If any fine assessment is not paid within ten (10) days after the due date, a late charge in the amount of \$15.00 shall be assessed to compensate the Association for the expenses, costs and fees involved in handling such delinquency.

E. Expenses of Enforcement. Owners shall be personally, jointly and severally liable for all fines/penalty assessments imposed upon the Owners or any of their family, invitees, guests, tenants, or contractors. In the event a fine assessment is not paid within fifteen (15) days after the due date, the Association may thereafter commence an action at law, or in equity, or both, against any Owner personally obligated to pay the same, for recovery of said assessment plus late charges, as aforesaid. The prevailing party shall be entitled to

recover its reasonable attorney's fees and associated costs and expenses incurred in connection with such legal proceedings.

**VI. COLLECTION PROCEDURES.** The Association has adopted the following procedures and policies for the collection of assessments and other charges of the Association.

A. **Due Dates.** The annual assessment as determined by the Association and as allowed for in the Declaration shall be due and payable in full by the close of the first calendar quarter. Other assessments or charges not paid to the Association by the 10<sup>th</sup> day of the month in which they are due shall be considered past due and delinquent.

B. **Invoices.** The Association may, but shall not be required to, invoice an Owner as a condition to an Owner's obligation to pay assessments or other charges of the Association.

C. **Interest.** Delinquent assessments, fines or other charges due the Association shall bear interest at the rate set forth in the Declaration.

D. **Collection Letters.**

1. After payment of the annual assessments or other charge due the Association, becomes 30 days past due, the Association may cause, but shall not be required to send, a collection letter to be sent to the Owners who are delinquent in payment.

2. Additionally, the Association may, but shall not be required to send a letter to the Owner advising that their account has been referred to the Association's attorneys for collection.

E. **Use of Certified Mail.** A collection letter or notice to be sent to a delinquent Owner shall be sent by certified mail.

F. **Liens.** See 6.18 in Declaration

G. **Referral of Delinquent Accounts to Attorneys.** The Association may, but shall not be required to refer delinquent accounts to its attorneys for collection. Upon referral to the attorneys, the attorneys shall take all appropriate action to collect the accounts referred. The Association shall be entitled to recover its reasonable attorneys fees incurred in the collection of assessments or other charges due the Association from a delinquent owner.

H. **Referral of Delinquent Accounts to Collection Agencies.** The Association may, but shall not be required to refer delinquent accounts to one or more collection agencies for

collection. Upon referral to a collection agency, the agency shall take all appropriate action to collect the accounts referred.

I. Ongoing Evaluation. Nothing in this procedure shall require the Association to take specific actions other than to notify Owners of the adoption of these procedures. The Association has the option and right to continue to evaluate each delinquency on a case-by-case basis.

**VII. POLICIES AND PROCEDURES FOR ENFORCEMENT OF THE DECLARATION, BY-LAWS AND RULES AND REGULATIONS.**

A. Notice of Violation. Notice of alleged violation of any provisions of the Declaration, Bylaws or Rules shall be provided to the applicable Owner as soon as reasonably practicable following discovery by the Board of such violation. The notice shall describe the nature of the violation and shall further state that the Board may seek to protect its rights as they are specified in the governing legal documents.

B. Service of Notice. Service of all notices required or permitted to be given hereunder shall be made as follows:

If to an Owner: By personal delivery to the Owner (obtain signed receipt); or by certified U.S. Mail, addressed to the last address of the Owner as contained in the Association's records.

If to the Association: By personal delivery (obtain signed receipt) or by certified U.S. Mail, addressed to the Association in care of its registered agent and office, as maintained with the Colorado Secretary of State, or such other address as the parties may be advised of in writing.

Any notice personally delivered shall be deemed received on the date of delivery, and any notice mailed shall be deemed received on the fifth day following the date of mailing.

C. Request for Hearing. The Board may request a hearing for any matter related to the enforcement of the Declaration, Articles, Bylaws or these Rules and Regulations or any Owner named in an alleged violation may request a hearing or Board meeting to challenge or contest any alleged violation and possible fine. Said Owner must, within 14 days after receipt of the Notice of Violation, request such hearing by notifying the Board, in writing. In requesting a hearing before the Board, an Owner shall state and describe the grounds and basis for challenging or denying the alleged violation as well as such other information the Owner deems pertinent. In the event a proper and timely request for a hearing is not made as provided herein, the right to a hearing shall be deemed forever waived. If a hearing is not requested within the aforementioned 14 day period, the Board shall determine if there

was a violation, and if so, assess a reasonable fine within the guidelines contained in these Rules, all within 60 days of the expiration of the aforementioned 14 day period. The fine assessment is due and payable immediately upon receipt of notice of the said assessment. The Board shall give notice of said assessment to the applicable Owner as provided in these Policies and Procedures.

D. Discovery. Upon written request to the Association, not later than ten days prior to the date of hearing, the Owner shall be entitled to: (a) obtain the names and addresses of witnesses, to the extent known to the Association, and (b) inspect and make copies of any statements, writings and investigative reports relative to the case contained in the Association's records. Nothing in this section shall, however, authorize the inspection or copying of any writing or other thing which is privileged from disclosure by law or otherwise made confidential or protected, such as attorney work product.

E. Conflicts. It shall be incumbent upon each Board member to make a determination as to whether s/he is able to function in a disinterested and objective manner in consideration on each hearing before the Board. Any Board member incapable of objective and disinterested consideration on any hearing before the Association shall disclose such to the President of the Association prior to the hearing on the case, if possible, or, if advance notice is not possible, then such disclosure shall be made at the hearing, and said Board member shall be disqualified from all proceedings with regard to the hearing. If disqualification of any Board member(s) results in an even number of remaining Board members eligible to hear a case, the Presiding Officer shall appoint an Association member, in good standing, to serve as a voting member of the hearing board.

F. Hearing. The Board shall hear and decide cases set for hearing pursuant to these Policies and Procedures. The Board may appoint an officer or other Owner to act as the presiding officer (the "**Presiding Officer**") at any of the hearings. Each hearing shall be held at the scheduled time, place and date. The Presiding Officer may grant continuances for good cause. At the beginning of each hearing, the Presiding Officer shall explain the rules, procedures and guidelines by which the hearing shall be conducted and shall introduce the case before the Board by Reading the notice of hearing. The general procedure for hearing shall consist of: opening statements by each party, presentation of testimony and evidence, including cross-examination of witnesses by each party, and closing statements by each party. Notwithstanding the foregoing, the Board may exercise its discretion as to the specific manner in which a hearing shall be conducted and shall be authorized to question witnesses, review evidence and take such other reasonable action during the course of the hearing which it may deem appropriate or desirable to permit the Board to reach a just decision in the case. Rules of law regarding trials and presentation of evidence and witnesses shall be applicable to the hearing insofar as the Presiding Officer deems adherence to such rules of law to be in the interests of justice; provided that any relevant evidence should be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the course of serious affairs. The complaining Owner/s must be in attendance at the hearing. The decision of the Board at each hearing shall be

based on the matters set forth in the notice of hearing, request for hearing and such evidence as may be presented at the hearing. Unless otherwise determined by the Board of Directors, all hearings shall be open to attendance by all members of the Association.

G. Decision. After all testimony and other evidence have been presented to the Board at a hearing, the Board shall render its decision thereon within ten days after the hearing. A decision, either a finding for or against the Owner, shall be by a majority of the Board. The Board shall issue written findings of fact and conclusions, and, if applicable, shall impose a reasonable fine as provided in the Association's Rules. The Board may also issue and present for recording with the Clerk and Recorder of Routt County, Colorado, a notice of finding of violation. Upon satisfactory compliance with the Association's governing documents, the notice of violations may be released by the Association by issuing and recording a release of notice of findings of violations.

H. Enforcement and Attorney's Fees. In accordance with the Declaration, Bylaws and Rules, it is hereby declared to be the intention of the Association to enforce the provisions of the Documents by any and all means available to the Association at law or in equity, and to seek recovery and reimbursement of all attorney's fees, Association expenses and costs incurred by the Association in connection therewith.

I. Modification, Amendments, Repeal and Re-Enactment. Notwithstanding anything to the contrary contained in these Policies and Procedures, the Association hereby reserves the right, at any time, to modify, amend, repeal and/or re-enact these Rules and Regulations in accordance with the Declaration, Bylaws and applicable law. The Board shall have the right to change the Rules and Regulations after a thirty (30) day written notice to Members. The proposed changes shall be adopted, unless a written objection has been submitted by 12 or more Members within said thirty (30) day period, in which case, the proposed change shall not become effective unless approved by a majority vote of the Members present (either in person or by proxy) at a meeting of the Members called for that purpose.

J. Miscellaneous.

1. Failure by the Association, the Board or any person to enforce any provision of these Rules and Regulations shall in no event be deemed to be a waiver of the right to do so thereafter.
2. The Provisions of these Rules and Regulations shall be deemed to be independent and several, and the invalidity of any one or more of the provisions hereof, or any portion thereof, by judgment or decree of any court of competent jurisdiction, shall in no way affect the validity or enforceability of the remaining provisions, which provisions shall remain in full force and effect.



3. Unless the context provides or requires to the contrary, the use of the singular herein shall include the plural, the use of the plural shall include the singular and the use of any gender shall include all genders.
4. The captions to the sections are inserted herein only as a matter of convenience and for reference, and are in no way to be construed so as to define, limit or otherwise describe the scope of these policies and procedures or the intent of any provision hereof.

**VIII. ALTERNATIVE DISPUTE RESOLUTION.** In the event of any dispute between the Association and any Owner(s) (and if Article VII applies, only subsequent to the decision following a hearing), the dispute, at either party's request, shall be submitted to binding arbitration before a single arbitrator in Steamboat Springs, Colorado. The arbitration shall be conducted by an arbitrator mutually acceptable to the parties, in the manner as they may mutually agree; provided, that if the parties are unable to agree, then the arbitration shall be conducted by the Judicial Arbitration Group in accordance with the rules of the American Arbitration Association.

IN WITNESS WHEREOF, the undersigned, as President of the Association, certifies these Rules and Regulations were adopted by the Board of Directors on August 25, 2021.

  
Board of Directors President

