

ONE SNOWMASS OWNERS ASSOCIATION

RULES AND REGULATIONS

The One Snowmass Owners Association hereinafter referred to as (“One Snowmass”) has adopted these Rules and Regulations (hereinafter referred to as “Regulations”) pursuant to the Declaration of Covenants, Conditions and Restrictions dated September 4, 2020.

ARTICLE I GENERAL RULES AND REGULATIONS

1.01 One Snowmass Common Elements.

- (a) No skis, snowboards or other personal property shall be placed on any of the One Snowmass common elements including, without limitation, the lobbies, pathways, and hallways without the prior written consent of the Executive Board.
- (b) No skis, snowboards, bicycles, skateboards, scooters, strollers, wagons or other personal property shall be stored on any of the One Snowmass common areas including, without limitation, the trash rooms, parking areas, plazas and recreation areas, except in areas that have been designed for those purposes by posted signage.
- (c) Owners and their guests shall comply with all directions and instructions set forth on all One Snowmass signage. No Owner or Guest may use any Common Element or any portion of the Association Property in any manner that unreasonably interferes with the rights of other Owners in and to the Common Elements or the Association Property.
- (d) All persons using One Snowmass common elements including, without limitation, any lobby, elevators, hallways, pathways, plazas, boardwalks and recreational facilities, do so at their own risk and sole responsibility. The One Snowmass does not assume responsibility for any occurrence, accident or injury as a result of or in connection with such use. No owner shall make any claim against the One Snowmass, its servants, agents or employees, for or on account of any loss or damage to life, limb or property sustained as a result of or in connection with any such use of any One Snowmass common elements. Each owner shall hold the One Snowmass harmless from any and all claims, demands, suits, liabilities, obligations, costs and expenses, including, without limitation, attorneys’ and consultant fees, asserted against or incurred by the One Snowmass as a result of or in connection with the use of any One Snowmass common elements by such owner or such owner’s guest(s).

1.02 No Camping.

- (a) No camping shall be permitted anywhere within the One Snowmass property.
- (b) No recreational vehicles shall be used for overnight lodging anywhere within the Property.

ARTICLE II VEHICLE AND PARKING

2.01 Parking

The Association does not provide parking for the Owners; however certain parking rights are appurtenant to the ownership of a Unit.

2.02 Residential

Parking for the Owners of Residential Units is provided by the Village Company in the Garage Condominium, as described in the Village Company Declaration and the Parking Documents.

2.03 Commercial

Parking for the Owner of the Commercial Unit is provided by the Metro District in the Garage Condominium, as more particular described in the Village Company Declaration and the Parking Documents.

ARTICLE III CONSTRUCTION AND ALTERATIONS

3.01 Construction Requirements.

The owner of each unit shall ensure that all construction activity that is performed on the property is performed in accordance with the following requirements.

(a) Owner

Owner may not make improvement or alteration to a Common Element or any alterations or improvements that affect any common element or other unit, with out prior written consent from the Association. Licensed contractors must be used for all work being done in Condominiums. Building permits are required as per Snowmass Village Building codes. All contractors, designers, architects, shall provide proof of insurance and all applicable licenses. The homeowner is solely responsible for damage or loss to the general common elements or other unit interior or personal property caused by the owner's decorators, plumbers, contractors, electricians, etc. It is the responsibility of the homeowner to ensure that adequate and proper insurance including contractor's liability and workers compensations insurance is confirmed with each particular contractor.

(b) Adjoining Units

The Residential Owners shall have the right to physically combine one or more Residential Units with an adjoining Residential Unit. In order to accomplish such combination, a Residential Owner may knock down or create additional interior walls subject to the terms of this Section and any other applicable provisions of this Declaration. Upon the combination of any Residential Units, the Residential Unit resulting from such combination shall be allocated the undivided interest of the predecessor Residential Units in and to the General Common Elements and the Limited Common Elements-Residential. Such allocation shall be reflected by an amendment to Exhibit C of the Declarations. A Residential Owner must first obtain the consent of the Executive Board and all necessary approvals from any governmental authority having jurisdiction over the Project and, if applicable, the Architectural Control Committee, before exercising its rights herein. The cost and expense incurred for legal, architectural and/or engineering fees and all other costs and expenses incurred by the Association shall be borne by the party requesting such a change.

(c) Architectural Control Committee

Any alterations, installation and or work affecting the exterior surface of the Condominium building need to be approved by the Architectural Control Committee, and will be in strict accordance to the Architectural Control Committee. All interior remodel plans must be reviewed with the Managing Agent to determine any involvement of general or limited common elements (i.e. bearing walls, windows, structural changes, combination of unit) Any interior remodel work determined to impact general or limited common areas must be approved by the Executive Board. Plans must be submitted at least 3 weeks prior to scheduled Board meetings. Approvals will require submission of plans from licensed architects and/or engineers, and hold harmless indemnification. The Managing Agent on behalf of the Executive Board must approve remodel work including plumbing, fireplace remodels, electrical work, tile and floor installations. Approval includes submission of all Building Permits. This work will not include any type of common element.

(d) Association Approvals

May not install or erect any improvement, mechanical system or fixture that protrudes beyond the boundaries of the Owner's unit or is located wholly outside the Owner's unit. Even if located with in a limited common element that is allocated solely to the Owner's unit without the Executive Board's approval. Any violation which will require any mitigation to be Owner's responsibility at the Executive Boards' sole discretion.

(e) Association

Shall perform or contract to conduct the maintenance, repairs, construction, alteration and other work on and affecting the exterior of any Improvement on the Property that is required in writing by the Architectural Control Committee.

(f) Construction/Renovation Time Periods/Procedures

All work shall be conducted during established hours set by the Managing

Agent. Such hours will be determined by the Managing Agent to help ensure proper supervision and compliance to regulations. All construction work shall be performed between the hours of 8:00 am and 5:00 pm Monday through Saturday, unless prior written approval from the Managing Agent has been obtained. All construction work will be done between April 15-June 15, and September 30-December 15. Construction work during any other time of the year will be Subject to Association approval. Flexibility of these guidelines for Emergency repairs will be reviewed on a case-by-case basis.

ARTICLE IV RESIDENTIAL USE

4.01 Use of Residential Units

Residential Units may be used only as a permanent or vacation residences for the Owners and such Owner's Guests.

(a) Leasing

No Owner shall lease its Residential Unit for a term longer than 60 days, or for consecutive terms of less than 60 days if such terms, when aggregated. Exceed 60 days. without the prior written consent of the Association. The foregoing restriction shall not apply to consecutive short-term rentals for vacation.

(b) Business

No Owner shall conduct any business, profession, occupation or trade from its Residential Unit, including the operation of a so-called "bed and breakfast" or "chalet"

(i) An Owner may use its Residential Use as its private office, on the condition that the Owner does not invite others to its Residential Unit to conduct business.

(ii) The Association may use 1 Residential Unit owned and Leased by it as a management office, or a combined management office and residence for resident manger, for the Condominium.

Article V COMMERICAL USE

5.01 Use of Commercial Units

Commercial Units may be used and occupied for commercial purposes permitted by the Commercial Covenant, including, offices, retail, personal services and food and beverage.

(a) Leasing

The Owner of the commercial unit may lease all or any portion of the Commercial Unit as permitted by the Commercial Covent.

5.02 Use of Limited Common Areas

Owner of the Commercial Unit shall not use, and shall not permit its Guests to use any limited Common Elements that are allocated exclusively to one or more Residential Units.

5.03 Improvements

The Owner of the Commercial Unit may make Improvements or alterations to the commercial Unit or the Limited Common Elements allocated to the Commercial Unit with out the consent of any Owner of the Association, on the conditions that:

(a) Access

Does not impair any other units or any Limited Common Element allocated to any other Unit

(b) Repairs

Prompt repairs are made to any damage(s) to the General Common Element at the Commercial Owner expense.

(c) Compliance

Improvement and alterations comply with all requirements of the Village Company Documents, the Architectural Control Committee and Applicable Law.

- 5.04 Right to Change the Store front
 Owner of the Commercial Unit has the right to alter that portion of the Condominium's building façade that serves as a boundary of the Commercial Unit and other Common Elements located immediately adjacent to the Commercial Unit. The creation, removal and relocation of entrances, exits, windows, window boxes, signage and other architectural features, without the consent of any Owner or the Association and under the same provision as list under 5.03.
- 5.05 Commercial Covenant
 Activities within the Commercial Unit as are common to or necessary for the commercial operation, including restaurants, night clubs, lounge and retail operations, and any lights, sounds and odors which results from such activities shall not violate the terms of the Commercial Covent.
- (a) Change of commercial use of its Commercial Unit without the consent of the other Owners and take all such related actions required to change its use.
 - (b) Use gas or Charcoal grills or wood burning stoves in connection with food preparation operations.
 - (c) Erect and attach signs, banners, window boxes, decorations and other similar items on the Exterior of the Condominium. On the condition that such banners, window boxes, decorations and other items and their locations are approved by the Architectural Control Committee Documents and Applicable Laws.
 - (d) Apply for and obtain land use approvals and other licenses and permits that are necessary or appropriate for the conduct of commercial activities.
 - (e) All Commercial Owners rights subject and subordinate are subject to the Commercial Covenant.

**ARTICLE VI
 NUSSANCES, HAZARDOUS ACTIVITES AND UNSIGHTLINESS**

- 6.01 Noise Prohibited.
 No sound shall be emitted that is unreasonably load or annoying
- 6.02 Lights
 No lights shall be emitted that are unreasonably bright or cause unreasonable glare
- 6.03 Smoking Prohibitions and Regulation
 Smoking is absolutely prohibited in or on all areas comprising the Project other than within an Individual Air Space Unit of a Residential Unit and is prohibited on Terraces, Limited Common Elements and all Common Elements. Further, smoke which escapes from an Individual Air Space Unit into another Unit or Common Element shall be considered a nuisance and subject to applicable remedies against the offending Owner, including, without limitation, the imposition of fines in accordance with the governance policies of the Association. The Association may adopt rules and regulations to further define and regulate smoking. Smoking shall be deemed to include the use of smoke-producing or vapor-producing products such as, but not limited to, cigarettes, cigars, pipes, marijuana, hookah, and electronic smoking devices (e.g., vaping). Smoking shall not be deemed to include smoke-producing or vapor-producing products involved with customary cooking, grilling or other household practices within a Unit.
- 6.04 Window Coverings
 To ensure a consistent exterior appearance for the Residential Units, all window coverings as seen from outside of a Residential Unit or the Building must be the color specified in the Association's rules and regulations. All window coverings must be maintained in good condition, and must be removed or replaced if they become stained, torn, damaged or otherwise unsightly in the opinion of the Executive Board. The Executive Board will adopt rules and regulations requiring specific window coverings as the approved window coverings for all Residential Units and/or otherwise regulating window coverings and their appearance.
- 6.05 Windows and Glass Doors
 No windows or glass doors within a Residential Unit may have any reflective or tinted substance placed on them. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door
- 6.06 Hazardous Activity
 No Person shall conduct any activity on the property that might be hazardous; without limiting the

following are not allowed:

- (a) No firearms may be discharged
- (b) No hunting may be conducted

6.07 Unsightliness

No owner or guest will be permitted to pollute and change the common areas without limitation the forgoing:

- (a) All exterior mechanical equipment lines, wires, pipes and other facilities shall be buried or enclosed.
- (b) All garbage shall be stored in accordance with the terms and conditions of Article VIII below.

6.08 Construction

Normal construction activities shall not be considered to violate the terms of this document.

6.09 Owners Acknowledgement

By accepting the deed to the unit, the owner acknowledges that the Condominiums is a part of Base Village and that the noises, lights and odors common to commercial activities, may exist on or near the Property, at any time day or night. Such activities shall not be considered a nuisance.

6.10 Association Powers

The Association has the power to grant variances for the terms and conditions from time-to-time as it deems necessary.

6.11 Business Hours

Subject to all applicable laws, rules & regulations imposed by the Town, retail stores, restaurants, bars, nightclubs, theaters and other recreational facilities may be open for business to the general public during the hours of 5:00am-2:00am.

6.21 Compliance with Laws

Nothing shall be done or kept at the property in violation of any applicable law.

6.13 Compliance with Insurance

Except as may be approved in writing by the Association, nothing shall be done or kept at the Property that may result in the cancellation of any insurance maintained by the association or may result in increased rates

ARTICLE VII SIGNAGE

7.01 Architectural Control Committee

No signs or banners whatsoever shall be erected or maintained on the property, except signs and banner required by legal proceedings and those permitted with the written approval of the Architectural Control Committee. In addition, all permitted banners and signage must comply with all applicable laws, ordinances, rules & regulations imposed by the Town.

7.02 For Sale & For Rent Signs

No "For Rent" or "For Sale" signage is allowed to be displayed on the exterior of the unit including in the windows.

7.03 Flags & Political Signage

The Association shall not prohibit any occupant of a Unit from the display of the American Flag, military flag, or political signage in a window of its Unit or on the balcony or patio adjacent to such Unit. The display of the American Flag, military flag or political signage shall be restricted as follows:

- (a) No person shall display any American flag. Military flag or political signage that is larger than 48" in length without prior written consent of the Association.
- (b) An Owner or Owner Guest may place a military service flag bearing a star denoting the service of such Owner or Guest, or member of the immediate family, in the active or reserve military service of the United States during a time of war or armed conflict on the inside of a window or door of an Owner Unit. No such flag shall exceed 9" X 16" in size.
- (c) Political signage promoting or opposing a candidate for office or a ballot issue may be displayed in the window of a Unit not earlier than 45 days prior to the applicable Election Day and shall be removed in 7 days after the Election Day. Not more than 1 sign per candidate, office or issue may be displayed in the

window and, subject to applicable law; no such sign shall exceed 36" by 48" in size.

**ARTICLE VIII
DELIVERY, TRASH REMOVAL and OTHER SERVICES**

8.01 Delivery & Trash

Vehicular traffic in Base Village will be very limited, by acceptance of the Deed to a Unit, Owners acknowledge and agree that all deliveries and all trash removal services and other services to that Owners unit, shall be affected in accordance with the Association Documents and the Village Company Documents.

8.02 Trash Recycle & Removal

Trash Removal services for the Owners are provided by the Village Company. Owner and all their Guests shall place all trash, garbage, recycling and other waste materials in sanitary containers designated for use by the Owners in the assigned trash room located in the Garage Condominium.

8.03 Litter

Owners shall not, permit their Guests, to litter on the Property. No burning of trash, garbage, or other waste material will be permitted at the property.

8.04 Exterior Storage

No Owner shall store any materials or items on or in any Common Elements, other than those designed for that purpose, such as ski lockers and then only in accordance with the terms and conditions of the Association Documents.

8.05 Temporary Structures

No temporary structures, excavation, basement, trailer, travel trailer, mobile home, camper, motor home, shack or tent or other living unit shall be erected, placed or maintained on the Property except as authorized by the Architectural Control Committee or as may be necessary and authorized during construction of Improvements.

8.06 Animals.

- (a) Each Owner may keep two domestic dogs in the Unit. Only owners of a unit as defined by being named on the title or in the Association records may have household pets; no renters, lessees, guests, or other persons inhabiting or residing within a unit may have any pets whatsoever.
- (b) All pets must be kept on a leash when out side the unit and must be immediately cleaned up after.
- (c) No pet will be allowed to be tied up or otherwise left unattended.
- (d) No animals of any kind shall be bred in the unit
- (e) No pets are permitted in the hot tub deck areas.

Owner is responsible for any and all activities of their pet. The Executive Board shall have sole discretion on any and all issues regarding pets that may be deemed offensive to Owners, the public, or the Association.

- 8.07 Terraces. The balconies, terraces, decks and patios, if any, that are Limited Common Elements of a Residential Unit or Units ("Terraces") shall be used only for the purposes intended, and shall not be used for drying or hanging garments, cleaning of rugs, or storing other objects, including, without limitation, any bicycles, skis, recreational equipment or gear or other personal property of any nature. No outdoor or patio furniture, barbecue grill, landscaping or plant materials or other personal property or improvements may be placed on any Terrace except in accordance with these Rules and Regulations or otherwise specifically approved in writing by the Executive Board. No hot tubs, spas or similar devices may be placed, installed or otherwise used on the Terraces. No exterior equipment or fixtures, including but not limited to speakers or other amplification equipment, may be installed on any of the Terraces without the prior written approval of the Executive Board. Each Residential Owner shall keep any Terrace associated with such Residential Unit in a state of good cleanliness and order.