

# SUMMIT COVE RECREATION ASSOCIATION

## Rules and Regulations

**Authority:** Pursuant to the authority granted by the Colorado Common Interest **Ownership** Act, and by **Article IV** (Section 3, paragraph b) of the By-Laws of the Summit Cove Recreation Association (the "Association"), which are in full force and effect as of November 21, 1984, the Board of Directors of the Association hereby enacts the following rules and regulations, and policy for enforcement thereof.

**Purpose:** It benefits all members of the Association to establish, and abide by, such Rules and Regulations as to promote the common good; provide for uninhibited enjoyment, and to ensure a healthy and **peaceful** community, **thus** retaining a pleasant and attractive recreational environment.

***ALL MEMBERS AND THEIR GUESTS, RENTERS AND EMPLOYEES  
SHALL COMPLY WITH THESE RULES AND REGULATIONS,  
AS WELL AS ANY OTHER POSTED RULES, REGULATIONS OR POLICIES.***

1. **Membership and Access** - Use of the facility is restricted to members of the Association who are in good standing, their guests and tenants. Entrance to the **building** is controlled by a proximity card system and computer files. One card will be issued per membership. A \$50.00 charge will be assessed for replacement of a card and the **original** card will be deactivated. Members who are not in good standing will have their cards deactivated until they are either current in their dues or their suspensions are over. Common walkways, driveways, **parking** areas, entrances and passageways shall not be obstructed or used for any purpose other than ingress and egress.
2. **Responsibility** - All members are responsible for the conduct of their tenants and guests. Members will ensure that tenants and guests are aware of and comply with these Rules and **Regulations**, or any other posted rules and regulations by the Board or the managing agent. Members with rental properties shall, at **all** times, display the most current Rules and Regulations within their unit. Members will be responsible for payment of any fines or other charges **relating** to their tenant **and/or** guest's failure to comply with the Rules and Regulations.
3. **Pool and Hot Tub Use** - this section is also well posted within the facility
  - There is **NO life guard on duty at** any time, swim or soak at your **own** risk
  - It is **M N A T O R Y** that all persons shower before using the hot tub or pool  
*This is Colorado State Health Department regulations.*
  - Children **under age 13** must be supervised by an adult at all times when on the premises
  - **NEVER** leave a child out of eye contact in or near the hot tub, pool or sauna
  - **Infants** should not be in the hot tub at **any** time due to potential heart and blood pressure concerns
  - Proper swimsuit attire must be **worn**. No sweatshirts, "T" shirts, **cutoffs etc.** are permitted. No street shoes are permitted in the pool room
  - No **running** or diving are allowed
  - **NO alcohol, NO smoking, NO drugs** on the premises at any time
  - Glass items, or breakable containers, are **NOT** permitted in, on or near the hot tub, pool or sauna
  - Please do **NOT** consume food or beverages in the hot tub, pool or sauna area, at **any** time
  - Do **NOT** use any electrical appliances (including radios, cell or cordless phones) while in the hot tub, pool or sauna
  - If you have a **skin** rash, infectious disease; or open wound, do **NOT** use the facilities at **all**, to prevent spread of infection
  - Persons **with** high blood pressure, heart disease, diabetes, pregnancy, and those on prescription medication should avoid using the hot tub
  - Limit hot tub and sauna soaking to 15 minute sessions **maximum** - **especially** with the young and the elderly
  - Water quality maintenance is conducted routinely - occasionally a **water** change is necessitated due to excessive use. If water is unusually cloudy, do **NOT** enter and call the Management for **servicing**  
Please ensure water level remains above the highest jets - failure to do so could damage the system and you may be held responsible

- Hot Tub water temperature is usually maintained between 100-104°F. If above 104° do NOT enter and call the Management for advice. If below 100° note the actual temperature and check back in about 30 minutes, it should have risen as a water change may have recently occurred. If not, call the Management for **servicing**.
4. **Recreation Center Improvements** - No member **shall** place or construct any structure or improvement, or make *any* structural or design change, either temporary or permanent, to the Lot, or its improvements and facilities, without express consent **from** the Executive Board of Directors.
  5. **Landscaping** – No member shall conduct any gardening or planting, construct fencing, hedges or walls, or make any alteration to the landscaping without express consent from the Executive Board of Directors.
  6. **Maintenance** – No member or invitee shall cause damage to the facility, or impart such conduct so as to cause damage or excessive wear and tear on the facility. No member shall initiate repairs or maintenance to the **facility** without express consent from the Executive Board of Directors. Any needed maintenance or repairs shall be promptly brought to the attention of the managing agent or a Board member.
  7. **Storage** – No member shall use the Lot or its improvements for the storage of personal property. No grass, tree or plant waste, lumber, metal, other building materials, scrap, refuse or trash **shall** be stored or allowed to accumulate the Lot, on behalf of a member.
  8. **Signage** - No signs, billboards, poster boards, or advertising structure of any kind (with exclusion of the project name and management company name), shall be erected or maintained for *any* purpose whatsoever on the Lot, or within the improvements.
  9. **Pets** – Pets are not permitted inside the building. Pets must be kept on a leash at all times while on common grounds. Owners of pets are responsible for immediate pick-up, **and** proper disposal, of waste **from** their pet. It is prohibited to allow continued barking or other noises from animals whilst on common grounds.
  10. **Noxious or Offensive Activity** – No noxious or offensive activity **shall** be conducted, nor shall **anything** be done or placed upon the Lot, or within the improvements, that is or may become a nuisance or cause embarrassment, disturbance, or annoyance to others. No sound shall be unreasonably loud or annoying.
  11. **Vehicles and Parking** – Licensed and operable passenger automobiles and **pickup trucks** shall be permitted temporary parking only during use of the facilities, and only on paved parking areas. No trailers, motor homes, recreational vehicles, snowmobiles, or boats shall be parked or stored within the common grounds at any time. No unlicensed or inoperable vehicles of any kind shall be parked or stored within the common grounds. No snowmobiles or other recreational vehicles shall be operated within the common grounds. In addition to the **fin**es imposed herein, vehicles in violation shall be given 48 hours notice of the Association's right to tow. **All** expenses incurred from **towing** shall be charged to the offending vehicle owner, or to the Association member to **which** the vehicle owner is associated with. The Executive Board of Directors reserves the right to make that determination.
  12. **Assessments** – Pursuant to the Declaration of Covenants, Conditions and Restrictions of your **specific** Townhouse Homeowners' Association that creates membership in the Recreation Association (the "Declaration"), **Annual** Assessments ("Dues") are required by *the first day of every quarter*, with a five day "grace period" allowed before a \$25 late charge is applied, per month late. **Any** delinquencies remaining by the end of the first month of that quarter (that is those that become at least 30 days delinquent) shall also incur interest at the rate of 18% per **annum**. Serious delinquencies may also invoke other remedies as the Executive Board of Directors may enforce, as permitted by the Declaration, including, but not limited to, the filing of a lien against the Townhouse Lot and possible **legal** action. All costs of collection shall be added to the member's account. Special Assessments shall be subject to the same grace period (following the due date), late fees and interest charges. All payments are deemed paid **when** a check or cash has been received by the Managing Agent.
  13. **Managing Agent** - Mount Royal Properties, **Inc.** is responsible for maintaining the building facilities and **rules**. There will be an on site manager available **at** various hours to ensure that the rules are followed and that unauthorized persons are not admitted. Members also are encouraged to speak to others about violating rules. If you have any questions or problems, please call Mount Royal Properties **Inc.** at 668-1666.

**Enforcement of Rules and Regulations** - The Board of Directors has adopted a schedule of charges for violation of any covenants, restrictions, rules, regulations, Bylaws or the Declaration All **fees**, charges, and penalties imposed by the Board and costs, including Attorneys fees, incurred by the Association in enforcing their policies shall be considered assessments enforceable **against** the membership or the respective **Townhouse** real property interest, pursuant to the Declaration Violations shall be dealt **with** as set forth below:

In addition to, or in place of, the **finer as** assessed herein, **Parking** violations **shall** incur a 48-hour notice of intent to tow at the member's or vehicle owner's expense.

Delinquent assessments shall be dealt with according to the remedies outlined in paragraph 12 "Assessments" above.

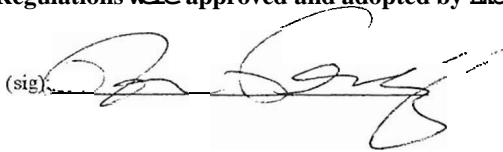
Other violations shall be dealt with **as** set forth below:

First offense;	<b>written warning</b>
Second offense:	\$50.00 assessment
Third and each following offense:	\$100.00 assessment

Each day that a violation continues after notice shall be considered a separate violation. The Executive Board shall have the authority to take any remedial action it **deems** appropriate in the event of a violation of **these** Rules and Regulations, the Bylaws, or the Declaration including assessment of additional charges and penalties, the **filing** of a lien against the townhouse real property, the **filing** of an action for injunction or money **judgment**, or filing a suit for **unlawful detainer**.

**Any** and all disputes arising under these Rules and Regulations including, but not limited to, **their** interpretation, enforcement, and imposition of penalty **finer**, may be appealed to, and shall be resolved by the Executive Board. The Executive Board shall have full, final, and exclusive jurisdiction of any such disputes, and its decisions shall be **final** and **binding** on all parties. The Association may make further **rules/amend** these rules as **may** be deemed **necessary** for the safety, care and cleanliness of the **Summit** Cove Recreation Center and for securing the comfort and convenience of all the members and guests thereof.

IN WITNESS WHEREOF, the undersigned, as PRESIDENT of the Association, certifies these Rules and Regulations ~~were~~ approved and adopted by Executive Board of Directors on February 13, 2003.

(sig) 

(name): Don Perez