

IMPERIAL HOTEL AND PRIVATE RESIDENCES OWNERS ASSOCIATION, INC.

RULES AND REGULATIONS

I. INTRODUCTION

These Rules and Regulations (the “**Rules and Regulations**”), promulgated by the Board of Directors (the “**Board**”) of Imperial Hotel and Private Residences Owners Association, Inc. (the “**Association**”) effective _____, shall govern the use and occupancy of Units associated with Imperial Hotel and Private Residences (the “**Project**”) and shall be deemed in effect until amended by the Board, its successors or assigns, as applicable, and shall apply to and be binding upon all Owners (“**Owners**”) and Occupants, defined below, unless otherwise provided herein. The Board pursuant to Section 8.2(a) of the Condominium Declaration and Plan of Vacation Ownership (the “**Declaration**”) adopts these Rules and Regulations for the Project. The Owners and Occupants shall, at all times, obey the Rules and Regulations and Owners shall be responsible for the observance of the Rules and Regulations by any Occupant(s). All of these Rules and Regulations are subordinate to and designed to further the purposes and intent of the Declaration and in the event there is a conflict between these Rules and Regulations and the Declaration, the Declaration shall control. Unless otherwise provided, these Rules and Regulations shall apply to all Units of the Project.

II. DEFINITIONS

Unless otherwise specifically defined in these Rules and Regulations, all terms used in these Rules and Regulations have the meanings given to them in the Declaration. For your convenience in reading and understanding these Rules and Regulations, certain key definitions are also set forth below and in the text of these Rules and Regulations.

A. “**Hotel Unit**” means the Unit(s) designated as a “Hotel Unit” in this Declaration with the prefix “H” on the Map or designated as a Hotel Unit in this Declaration or on the Map or limited to dwelling purposes in the Declaration or Applicable Law. References to Units shall include the Hotel Unit(s) and include the respective Hotel guest rooms (“**Hotel Rooms**”) located within the Hotel Unit, unless the context would prohibit or unless the Declaration expressly provides otherwise.

B. “**Managing Agent**” means any person, firm, corporation or other entity employed or engaged as an independent contractor pursuant to a Management Agreement to perform management services for the Association with respect to the Project, or any portion thereof.

C. “**Occupant**” means any member of an Owner’s family or an Owner’s guests, invitees, Hotel guests, servants, rental tenants, exchange tenants, employees, or licensees who occupy a Unit, including the Hotel Unit(s), or are on the Common Elements solely in such capacity for any period of time in accordance with the Rules and Regulations or as part of the Plan of Vacation Ownership.

D. “**Owner**” means Declarant or any other Person who owns record title to a Unit, the Hotel Unit(s) or Vacation Estate (including a contract seller, but excluding a contract purchaser) but excluding any Person having a Security Interest in a Unit or Vacation Estate unless such Person

has acquired record title to the Unit or Vacation Estate pursuant to foreclosure or other proceedings or by conveyance in lieu of foreclosure. For purposes of use and occupancy rights an Owner of a Vacation Estate shall only be considered an Owner during the time of the Owner's confirmed reservation for use of a Unit at the Project or such other use solely in accordance with the Rules and Regulations or as part of the Plan of Vacation Ownership.

E. **“Residential Owner”** means any Owner of a Unit identified on the Map and in Exhibit B with an “R”, as a Residential Unit. Residential Owners shall include Whole Unit Owners and Vacation Owners.

F. **“Residential Unit”** means any Unit designated as a “Residential Unit” with a prefix of “R” or “V” on the Map or designated as a Residential Unit in the Declaration or on the Map or limited to dwelling purposes in the Declaration or Applicable Law. Residential Units includes Vacation Estates and Whole Units. References to Units shall include the Residential Units unless the context would prohibit or unless this Declaration expressly provides otherwise.

G. **“Vacation Owner”** means each Owner vested with legal title to a Vacation Week (as defined in Article IX below), all of which are members of the Association.

H. **“Vacation Unit”** means a Residential Unit or a combination of Residential Units which create a two, three or four bedroom or Suite/Lock-off Vacation Unit, which are submitted to the Plan of Vacation Ownership, as more particularly defined in Article IX below.

I. **“Whole Unit”** means a Residential Unit or a combination of Residential Units which create a two, three, four or five bedroom, or Suite/Lock-off Residential Unit, which have not been submitted to and are not subject to the Plan of Vacation Ownership.

J. **“Whole Unit Owner”** means any Owner of a Whole Unit.

III. ASSESSMENTS AND FEES

Section 3.1 Assessments. As described in the Association's Responsible Governance Policies (“Governance Policies”) Assessments for Vacation Owners shall be due annually on February 1st each year and Assessments for all other Owners shall be due in four, quarterly installments, unless otherwise determined by the Managing Agent, and failure to pay such assessments may result in late charges and interest. The Association shall bill each Owner, however, Owner's failure to receive a bill shall not excuse payment of an installment.

Section 3.2 Payments. Payments of Assessments and any other amounts due to the Association shall be made at the office of the Association, as designated on the bill. Payments made in the form of checks shall be made to the order of such party as the Board shall designate.

Section 3.3 Failure to Pay Assessments. In addition to all other remedies available to the Association for collection of delinquent Assessments, the Board may (a) file a lien statement on the Unit and commence foreclosure proceedings, and/or (b) commence collection proceedings against the Owner, in accordance with the Act and the Association Collections Policy and Procedure.

Section 3.4 Prerequisites to Actions on Delinquent Assessments. Prior to the Association turning over an Owner's delinquent account to a collection agency or attorney for legal action, the Association shall send the Owner a notice of delinquency pursuant to and in accordance with the Act and the Governance Policies.

Section 3.5 Obligation Upon Transfer. In the event of a conveyance or transfer of a Unit, a transferee who obtains title by means other than foreclosure or deed in lieu of foreclosure shall be obligated to pay or cause the seller to pay any delinquent Assessments and late penalties.

IV. TRANSFERS

All transferees of Units shall provide the specified transfer information and shall pay a transfer fee to the Managing Agent in accordance with the following procedures:

Section 4.1 Transfers. All transferees of Units shall provide the Transfer Information (as hereinafter defined) and pay a Transfer Fee (as hereinafter defined) upon obtaining title to the Unit. For purposes of the Declaration and these Rules and Regulations, the date a transferee obtains title and becomes an Owner responsible for payment of the Assessments shall be determined as follows:

A. In the event of a conveyance or transfer by foreclosure, the date a transferee obtains title shall be deemed to be the earlier of (i) thirty (30) days after the expiration of all applicable redemption periods; or (ii) the date the transferee pays the Transfer Fee and provides the Transfer Information to the Managing Agent. If for any reason the transferee is not able to provide complete Transfer Information to the Managing Agent but pays the Transfer Fee and provides other evidence of the conveyance or transfer reasonably acceptable to the Managing Agent, the transferee shall be deemed to have obtained title as of the date of the receipt of the Transfer Fee and other reasonable evidence of the conveyance or transfer.

B. In the event of a conveyance or transfer by deed in lieu of foreclosure, a transferee shall be deemed to have obtained title upon execution and delivery of the deed or other instruments conveying or transferring the Unit.

C. In the event of conveyance or transfer by deed, a transferee shall be deemed to have obtained title upon execution and delivery of the deed or other instrument conveying or transferring title.

D. Vacation Estate eligibility to receive Benefits pursuant to the Benefits Plan, defined below, will automatically terminate upon transfer of title to such Vacation Estate.

Section 4.2 Transfer Fee. A Transfer Fee of One Hundred Twenty-Five Dollars (\$125.00) shall be due and payable within thirty (30) days after the transferee obtains title to the Unit, except that no transfer fee shall be due in the event a Unit is transferred through a foreclosure or by a deed in lieu of foreclosure.

Section 4.3 Transfer Information. The Transfer Information shall be provided to the Managing Agent within thirty (30) days after the transferee obtains title to the Unit. The Transfer

Information shall consist of (i) a true and correct copy of the recorded instrument conveying or transferring the Unit or such other evidence of the conveyance or transfer as is reasonably acceptable to the Managing Agent; (ii) the transferee's name, home and business telephone numbers, and home address; (iii) if applicable, the specific Vacation Week or the designated season in which the Vacation Owner's Floating Vacation occurs (the legal description would be a good source for this information); and (iv) the person or entity from which the Unit had been transferred, including the name, home and business telephone numbers, and home address. In addition, the Managing Agent may enter into such agreements or request such other or additional information as the Managing Agent determines is necessary or desirable in connection with obtaining and maintaining the Transfer Information.

Section 4.4 Title Transfer. A transferee's obligation to pay the Assessments and right to use a Unit or Vacation Week shall commence upon the date the transferee obtains title to the Unit.

Section 4.5 Death, Divorce and Bankruptcy. All transfers of Units as a result of death, divorce or bankruptcy shall provide the specified Transfer Information and shall pay a Transfer Fee to the Managing Agent in accordance with the following procedures:

A. Upon the death of an Owner who held a Unit as a tenant-in-common with one or more other Owners, the surviving Owner(s) shall within thirty (30) days of the death of an Owner provide written notice to the Association of the death, and the name and address of the personal representative of the estate of the deceased Owner. If the deceased Owner held the Unit as a joint tenant with a right of survivorship, the surviving joint tenant shall within thirty (30) days of the death of the Owner provide notice of the death to the Association and a copy of the death certificate. The Association may record the death certificate and an affidavit stating that the deceased was a joint tenant with right of survivorship in the Unit.

B. In the event of a dissolution of marriage or of a legal separation of Owners of a Unit, the Owner shall within thirty (30) days of the date the dissolution of marriage or legal separation is final, provide written notice to the Association that a dissolution of marriage or legal separation has occurred. The written notice shall also contain an explanation of the provisions in the final separation agreement dealing with the disposition of the Unit. The Association will take no responsibility for the disposition of reservations or exchanges entered into prior to receipt of the final separation agreement.

C. Any Owner who voluntarily or involuntarily files for bankruptcy shall provide written notice to the Association of the bankruptcy in accordance with the applicable rules of the Bankruptcy Court.

Section 4.6 Denial of Use/Fines. The failure of a transferee to provide the Transfer Information and pay the Transfer Fee in accordance with the foregoing procedures shall result in denial of the right to reserve, if applicable, or use a Unit, access the Project, and a continuing fine of fifty dollars (\$50.00) per month, or part thereof, for each Unit for which the Transfer Information has not been provided until the transferee provides the Transfer Information to the Managing Agent and pays the Transfer Fee and the fines accrued to date for each such conveyance

or transfer. Any fines, if not timely paid, shall accrue default interest at the rate set forth from time to time in the Governance Policies for nonpayment of Assessments. The Managing Agent shall have the authority to waive the fine of fifty dollars (\$50.00) per month if, in the Managing Agent's sole discretion, the circumstances warrant the waiver.

V. Use Restrictions

Section 5.1 Debris. No garbage cans, supplies, ski boots, ski poles, skis, snowboards, bicycles, or other articles shall be placed on the patios, decks, balconies, or entryways, nor shall any linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles be shaken or hung from any of the windows, doors, patios, decks, balconies, or entryways, or exposed on any part of the Common Elements; and the Common Elements shall be kept free and clear of refuse, debris and other unsightly material. Rugs and mats (except those permitted or placed by the Association or its Managing Agent) may not be placed in corridors or hallways outside of the Units.

Section 5.2 Balconies. The balconies, terraces, stairways and windows shall be used only for the purposes intended, and shall not be used for drying or hanging garments, barbecuing (except with respect to gas barbecues installed at the time of construction of the Project or as otherwise permitted by applicable law and approved by the Association), cleaning of rugs, or storing any objects. No Owner or Occupant shall cause or allow anything whatsoever to fall from the windows, patios, decks, balconies, entryways, or doors of the Project, nor shall they sweep or throw from Unit any dirt or other substances outside of the Unit or on the Common Elements of the Project. No Owner or Occupant shall permit any combustible patio furniture or objects on the balconies.

Section 5.3 Window Coverings. No awnings, window guards, light reflective materials, hurricane or storm shutters, ventilator fans or air conditioning devices shall be installed or used in or about the Units except as shall have been approved by the Association in writing, which approval may be given or withheld within the sole discretion of the Board.

Section 5.4 Garbage Disposal. Refuse and bagged garbage shall be deposited only in the areas provided for such purpose.

Section 5.5 Deliveries. All deliveries and moving of furniture, fixtures, equipment and other household or commercial items, including personal property, to and from the Units shall be made by authorized entries and elevators only and shall not cause any unreasonable noise or unreasonable disturbance to the Owners or occupants of any other Units, nor damage to the Common Elements or the Units. Owners or Occupants shall not place or permit a load on any floor exceeding the floor load per square foot area which the floor was designed to carry and which is allowed by Applicable Law or which may, in the reasonable opinion of the Board or the Managing Agent, constitute a hazard to or may damage any Improvements.

Section 5.6 Vehicle Storage and Parking. The parking facilities, including garages and parking spaces designated as Limited Common Elements, shall be used in accordance with the Parking Rules and Regulations, as set forth on the attached Schedule 1, as adopted and amended from time to time by Board and as supplemented by the Managing Agent.

Section 5.7 Association Employees. No Owner or Occupant shall direct, supervise, or in any manner attempt to assert any control over the employees or contractors of the Association or the Managing Agent. Unless approved by the Managing Agent, employees and contractors of the Association or the Managing Agent shall not be sent off the Project premises by any Owner or Occupant at any time for any purpose.

Section 5.8 Quiet Time. All Owners and Occupants are encouraged to observe quiet time in or about the Project from 10:00 p.m. each evening to 8:00 a.m. the next morning. No Owner or Occupant shall make or permit any disturbing noises by them, their family, servants, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will or is likely to interfere with the rights, comforts or convenience of the other Owners. No Owner or Occupant shall allow any musical instrument to be played, or allow the operation of an electronic musical device, television, radio or sound amplifier in their Unit, in any Limited Common Element or in the Project, in such manner as to disturb or annoy other Owners or Occupants in the Project. The Managing Agent shall have the right to abate all nuisances in or about the Project.

Section 5.9 Satellite Dishes, Wiring, Centralized Key System. No satellite dishes, radio, television installation, or other wiring shall be installed without the prior written consent of the Board in accordance with Section 12.6 of the Declaration and any rules and regulations governing structural alterations and exterior appearance. Access to the Project is managed through a centralized key system which requires Owners and Occupants, other than Whole Unit Owners and their Occupants, to check-in upon arrival. Managing Agent will manage the centralized key system for the safety and security of all Owners, including periodically activating, deactivating and resetting individual Unit keys. Owners and Occupants shall be responsible for all lost pass cards, or other access devices. In accordance with Section 14.9 of the Declaration, no Owner or Occupant shall alter any lock or install a new access system on the door of any Unit or Common Element within the Project.

Section 5.10 Children. Owners and Occupants shall be responsible for the conduct of their children and the children of their guests and reasonable supervision of children is required at all times. Children are to play only in areas either designated or clearly intended for play, and they are not to play in corridors or halls, on stairways, or in other Common Element areas which would cause an obstruction. Owners and Occupants shall ensure that such children's behavior is neither offensive to any Owner or Occupant of the Project nor damaging to any Unit or portion of the Project.

Section 5.11 Signs. No nameplates, numbers, lighting, doorbells, door knockers, signs, advertisements, notices, or other lettering shall be installed, exhibited, displayed, inscribed, painted or affixed, in, or upon the outside of exterior doors or any other part of a Unit visible from the exterior, or other property in the Project by any Owner or Occupant without the prior written permission of the Board or Managing Agent, provided that the Association and the Board shall not interfere with any rights an Owner may have under the Act relating to certain flags and political signs. Notwithstanding the foregoing, the Owner of the VSR Administrative Unit is expressly permitted to place signage within the VSR Parking LCE designating such parking as reserved and noting that any unauthorized parked vehicle is subject to towing, subject to the prior written permission of the Board or Managing Agent consistent with parking signage for the Project consistently applied.

Section 5.12 Inflammables. No flammable, combustible, explosive, or otherwise dangerous fluid, chemical, or substance, and no fluid, chemical or substance prohibited by applicable building codes, shall be kept in any Unit except such as are (i) required for normal household use, and (ii) kept and used in accordance with all applicable laws.

Section 5.13 Temperature Control. The Owner of each Unit shall heat such Unit so as to maintain a minimum temperature in the Unit of no less than 55 degrees Fahrenheit from October 1st to May 30th of the year in order to minimize any damage which could result from the freezing of pipes, both Unit specific and common, which pass near or through individual Units. This minimum heating requirement must be met even when the Unit is unoccupied.

Section 5.14 Solicitation. There shall be no solicitation by any person anywhere on the Project for any cause, charity or purpose whatsoever, unless specifically authorized in writing by the Board or the Managing Agent, except for (a) solicitation by the Declarant in marketing the Project and other resorts developed or under development by the Declarant, and (b) advertising signage by the Owners or Occupants of the Commercial Units (including the Administrative Units) in connection with their permitted uses and businesses and in accordance with the signage approval requirements herein.

Section 5.15 Smoking. No smoking is permitted in the Units, on the Unit decks/balconies or in the Common Elements. Only tobacco smoking is permitted in the designated outdoor smoking area(s).

Section 5.16 Pets. Owners and Occupants, Vacation Owners pursuant to the Benefits Plan and owners of properly licensed and certified service animals for disabled persons, may maintain animals on the Project solely in accordance with the Dog Policy of the Project, which may be amended from time to time, attached hereto and incorporated herein as Schedule 2.

Section 5.17 Aquatic Amenities. Rules governing the use of the swimming pools, hot tubs and adjoining areas are posted, and are subject to change in the Association's or Managing Agent's sole discretion. Children 12 years of age or under shall not be permitted in the pool area unless accompanied by an adult. The pools and hot tubs will close at 10:00 p.m. Due to the nature of this family resort, quiet hours should be observed after this hour. Pool hours and rules are subject to change at the discretion of the Managing Agent. All Owners and Occupants must have a room key with them while using the pools and hot tubs. The Association does not provide a lifeguard for the pool areas or any related amenities. All users of the pool areas and related amenities shall swim or otherwise use the pool areas and related amenities at their own risk. The Association is not responsible for any injuries to any person which may occur while using the pool areas or any related amenities. Diving or jumping into any aquatic amenities is strictly prohibited.

Section 5.18 Emergency Access. In case of emergency originating in or threatening any Unit, regardless of whether or not the Owner or Occupant is present at the time of such emergency, the Board, the Managing Agent or any other person authorized by them, shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate.

Section 5.19 Fitness Center. Use of the fitness center shall be at the risk of each Owner and Occupant. Children 16 years of age or under shall not be permitted in the fitness center unless accompanied by an adult. Each Owner and Occupant should know their own physical limitations. The Association is not responsible for any injuries to any person which may occur while using the fitness center or any related amenities.

Section 5.20 Alcohol. No Owners or Occupants shall be permitted to bring and/or consume their own beer, wine, and/or liquor or other alcoholic beverages in any common areas of the property in accordance with the State of Colorado Liquor Licensing Agency.

Section 5.21 Sales Solicitations. Owners shall not engage or permit any other party to, solicit, post or advertise, in any manner, the sale or resale of their Unit, at any location within the Resort, unless otherwise granted approval in writing by the Board of Directors or the Managing Agent.

Section 5.22 EV Batteries. Electric bike batteries must be charged and stored appropriately only in such exterior areas as designated by the Managing Agent, and may not be brought inside any buildings, including Units, common areas, garages and balconies.

Section 5.23 Personal Property Storage. Except in areas designated for such purpose by the Managing Agent, the personal property of all Owners and Occupants shall be stored within their Units during their occupancy. The Managing Agent shall not be responsible either for any personal property losses incurred by Owners and Occupants during their occupancy or for personal property left by an Owner and Occupants after check-out.

Section 5.24 Recreational Equipment. Except within the interior of the Retail Unit (but only for the period of time that VSR or an affiliate leases the Retail Unit) and except within the interior of the VSR Administrative Unit (but only with respect to personal equipment of Occupants of the VSR Administrative Unit), no personal recreational equipment including, but not limited to, ski equipment (particularly skis and poles), snowboards, bicycles, sailboards, sleds, etc. is allowed in Units, on decks, or any other common area, unless as designated or provided by the Association or Managing Agent. Owners and Occupants may use any designated ski storage and other recreational equipment storage and services provided by Managing Agent, subject to any rules and associated fees for such use, as determined, from time to time, by the Managing Agent.

Section 5.25 Unit Alterations. No structural alterations to any Unit, including the construction of any additional skylight, window, door or other alteration visible from the exterior of the Unit or to any Common Element shall be made or caused to be made by any Owner without the prior written approval of the Declarant during the Period of Declarant Control and, thereafter, the Board of Directors, as provided in Section 12.6 of the Declaration.

Section 5.26 Housekeeping. Housekeeping services are available to Whole Units and Hotel Units on a fee for service basis, as determined by the Managing Agent.

Section 5.27 Passkey Authorization. The Board, its agents, or the Managing Agent retain a passkey to all Units. The Managing Agent will not give access to any Unit without written permission from the Owner. Managing Agent may need access to a Unit from time to time for maintenance or other purposes. Except in the event of an emergency, if Managing Agent needs

access to the Unit, Managing Agent shall contact Owner to arrange a convenient time. No Owner shall alter any lock or install a new lock on any door of a Unit. Failure to comply could result in, and each Owner hereby authorizes, forced entry by either the Board or the Managing Agent. Failure to comply will also result in the removal or re-keying of the lock, at the Owner's expense.

Section 5.28 Parking Allocation. Subject to the Parking Rules and Regulations set forth in Schedule 1, Whole Unit Owners are authorized to park in assigned (not deeded or designated limited common element) parking spaces that will be available to the entirety of such Whole Unit Owners on a floating system during occupancy of a Unit. One and two bedroom Units shall have access to one such parking space during occupancy. Three, Four and Five Bedroom Units shall have access to two parking spaces during occupancy, comprised of one assigned tandem parking space plus the option to leave a vehicle in a parking space regardless of such Owner's occupancy. Regardless of Unit size or number of bedrooms, third-party renters or tenants of a Residential Unit, other than a Vacation Unit, may use the allocated number of spaces available to the Unit, provided, Owner's storage of a vehicle in an allocated parking space will reduce such availability. Whole Unit Owners may not exceed such parking access restrictions, whether such additional demand is caused by Owner occupancy or third-party rental of the Whole Unit. Whole Unit Owner daytime parking access during third-party rental of the Whole Unit shall require prior reservation of a parking space and is subject to availability.

Section 5.29 Additional Rules. The Board reserves the right to promulgate additional Rules and Regulations as may be required from time to time without the consent of the Association and its members. Such additional Rules and Regulations shall be binding upon all Owners.

VI. PENALTIES FOR VIOLATION OF RULES AND REGULATIONS

Section 6.1 Warnings, Fines and Eviction. The Board, the Managing Agent, or their designees shall have the right to issue warnings, to assess fines and to evict Owners and Occupants for violation of these Rules and Regulations, in accordance with the Governance Policies.

Section 6.2 Damage to Unit. Owners and Occupants will be responsible for all damages to the Unit, Common Elements, and their furnishings, or to other areas of the Project as a result of their actions, and shall be liable for any related fines and costs in accordance with the Governance Policies and subject to the limitations of the Act.

Section 6.3 Costs and Attorneys' Fees. The Association shall be entitled to recover reasonable costs and attorneys' fees in the event it prevails in an action brought against an Owner or Occupant to enforce these Rules and Regulations, in accordance with the Governance Policies and subject to the limitations of the Act.

VII. UNIT RENTAL/OCCUPANCY

Section 7.1 Rental/Exchange of Residential Units. An Owner of a Residential Unit may rent their Unit to others for residential use and may invite guests to share occupancy of their Unit, in accordance with the Declaration, these Rules and Regulations, Management Agreement or rental agreement related to such Unit. An Owner of a Residential Unit may elect to rent their Residential Unit, using the Managing Agent's rental program, or other third-party rental manager approved by the Association pursuant to the Association rental manager standards as set forth in

Section 8.2 below. Owners are responsible for the conduct of their Occupants, and for all financial obligations incurred by their Occupants at the Project. The Managing Agent will not give access to any Unit without written permission from the Owner otherwise entitled to use the Unit. No Unit shall be occupied overnight by a number of persons in excess of the intended sleeping capacity for the Unit. The restrictions set forth in this Section may be varied pursuant to any rental management agreement between the Owner and the Managing Agent. Other than as provided by Managing Agent or in accordance with the Declaration, Whole Unit Owners may not submit their Whole Units to any external exchange program or similar club or membership program.

Section 7.2 Occupancy Limits. Any use of a Unit is subject to the following legal occupancy limits:

Five-Bedroom	18 Occupants
Four-Bedroom	16 Occupants
Three Bedroom	12 Occupants
Two-Bedroom	8 Occupants
One-Bedroom or Suite/Lock-off Unit	4 Occupants
Hotel Room	4 Occupants

For purposes of determining occupancy limits, all children regardless of age must be counted.

Section 7.3 Third-Party Rental Agent Requirements. Any third-party rental agent, other than the Managing Agent, engaged by an Whole Unit Owner shall fulfill the following Association requirements, as amended from time to time by the Association or Managing Agent:

- A. Compliance with all applicable local, state and federal laws;
- B. Rental Agent must provide registering rental guest name(s), phone number, email, dates of stay and room size to Managing Agent at least 48 hours in advance of rental guest arrival date.
- C. Rental Agent must ensure payment for all applicable costs associated with rental, including all fees.
- D. Rental Agent will be responsible for any expenses incurred due to errors, omissions or negligence caused by Rental Agent.

VIII. WHOLE UNIT RESERVATION PROCEDURES

Section 8.1 Whole Unit Reservation Procedures. Any third-party rental or use of a Whole Unit shall be reserved or occupied through the reservation, check-in and check-out

procedures, as determined by the Managing Agent, and pursuant to any Management Agreement between the respective Whole Unit Owner and Managing Agent with respect to the Whole Units.

Section 8.2 Whole Unit Check-In Procedure. Prior to occupying a Whole Unit, all Whole Unit Owners must register the names of all persons who will be occupying their Whole Unit during Unit occupancy. Managing Agent will require a credit card for personal charges.

Section 8.3 Whole Unit Check-Out Procedure. Upon check-out, any charges incurred must be paid by credit card, cash, or approved check.

IX. ADDITIONAL VACATION UNIT RULES AND REGULATIONS

The provisions of this Article IX shall apply only to Vacation Owners, Vacation Units and Vacation Estates. In the event of conflict between the provisions of this Article IX and the remaining provisions of these Rules and Regulations, the provisions of this Article IX shall control. In addition to Articles I through VII of these Rules and Regulations, all Vacation Units and Vacation Owners shall be subject to the following use restrictions:

Section 9.1 Definitions. Unless otherwise specifically defined in these Rules and Regulations, all terms used in these Rules and Regulations have the meanings given to them in the Declaration. For your convenience in reading and understanding these Rules and Regulations, certain key definitions are also set forth below and in the text of these Rules and Regulations.

A. “Benefits Plan” means such additional privileges, preferences and opportunities provided to eligible Vacation Owners for use of the Project (the “Benefits”), which may include Points, Resort Privileges and Bonus Time, all as defined in and accordance with the terms and conditions of the Benefits Plan and Rules and Regulations (the “Benefits Rules”), as may be amended from time to time, in the sole discretion of the Benefits Plan Manager, its successors and assigns.

B. “Vacation Owner” means each Owner vested with legal title to a Vacation Week, all of which are members of the Association.

C. “Vacation Unit” means a Residential Unit or a combination of Residential Units which create a two, three or four bedroom or Suite/Lock-off Vacation Unit, which are submitted to the Plan. A Vacation Unit may contain both Vacation Estates and Floating Vacation Estates as set forth in the submission of the Unit to the Plan pursuant to Section 24.3. of the Declaration. A Vacation Unit includes the following types of Units:

i. “Suite/Lock-off Unit” means an approximately 418 square foot Suite/Lock-off Unit designated by the letter “F”, “G”, “H” or “I” on Exhibit B to the Declaration.

ii. “One-Bedroom Unit” means an approximately 1,105 square foot One-Bedroom Residential Unit designated by the letter “E” on Exhibit B to the Declaration;

iii. “Two-Bedroom Unit” means an approximately 1,523 square foot Two-Bedroom Residential Unit designated by the letters “E” and “F” or “E” and “G” on Exhibit B to the Declaration;

iv. “Three-Bedroom Unit” means an approximately 1,941 square foot Three-Bedroom Residential Unit designated by the letters “E”, “F” and “G” or “E”, “G” and “H” on Exhibit B to the Declaration;

v. “Four-Bedroom Unit” means an approximately 2,359 square foot Four-Bedroom Residential Unit designated by the letters “E”, “F”, “G”, “H” or “E”, “G”, “H” “I” on Exhibit B to the Declaration.

D. “Vacation Week” means a period of exclusive possession and occupancy of a Vacation Unit that a Vacation Owner is entitled to use by virtue of ownership of a Vacation Estate, Floating Vacation Estate, or Biennial Vacation Estate at the Project. There are three (3) types of Vacation Weeks available for use pursuant to the Reservation Procedures set forth in Section 9.4 of these Rules and Regulations:

i. “Fixed Vacation Week” means the use of the specified Vacation Week in a specific Vacation Unit each calendar year as designated in the Vacation Estate Special Warranty Deed.

Winter Prime Fixed	Weeks 7-13
Winter Fixed	Weeks 1-6
Summer Prime Fixed	Weeks 25-26, 28-32

ii. “Fixed 4th of July Week” means the use of the specified Vacation Week 26 in a Vacation Unit each calendar year as designated in the Vacation Estate Special Warranty Deed. Owners of Fixed 4th of July Week will be given week 26 or 27, depending on the actual date of July 4th, and authorized Summer Prime Points or the opportunity to book a Summer Prime Week during that booking window if their Fixed Week reservation is relinquished.

iii. “Fixed Thanksgiving Week” means the use of the specified Vacation Week 47 in a Vacation Unit each calendar year as designated in the Vacation Estate Special Warranty Deed. Owners of Fixed Thanksgiving Week will be reserved in Week 46 or 47, depending on the actual date of Thanksgiving, and authorized Winter Value Points or the opportunity to book a Winter Value Week during that booking window if their Fixed Week is relinquished.

iv. “Fixed Christmas/New Year Week(s)” means the use of the specified Vacation Week 51 or 52 in a specific Vacation Unit each calendar year as designated in the Vacation Estate Special Warranty Deed. In the event the last Vacation Week established by the Vacation Calendar for Saturday check-in begins on December 31st in any year or on December 30th in certain leap years and

designated as Vacation Week 53, Vacation Week 51 will receive (three additional days) and Vacation Week 52 will receive (four additional days).

v. “Floating Vacation Week” means a Vacation Week appurtenant to a Floating Vacation Estate which can be reserved and used pursuant to the Reservation Procedures within any one of the designated seasons as follows:

Winter Prime Float	Weeks 7-13
Winter Float	Weeks 1-6
Winter Value Float	Weeks 14-16, 48-50
Summer Prime Float	Weeks 25-26, 28-32
Summer Value Float	Weeks 21-24, 33-39
Spring / Fall Float	Weeks 17-20, 40-46

vi. “Biennial Vacation Week” means a Vacation Week appurtenant to a Biennial Vacation Estate that can be used by the Vacation Owner every other year during the designated season. A Vacation Owner whose Biennial Vacation Estate is followed by the designation E is allowed to use the Vacation Unit in even number years and the Vacation Owner whose Biennial Vacation Estate is followed by the designation O is allowed to use the Vacation Unit in odd number years. Owners of Biennial Vacation Weeks are required to pay half of their Vacation Assessments every year plus an administrative surcharge set annually by the Association.

Section 9.2 Vacation Unit Assessments and Fees. In addition to the provisions of Article III of these Rules and Regulations, Vacation Units and Vacation Owners are subject to the following:

A. **Reservation/Occupancy Access.** The Association will not allow an Owner to make a reservation or to occupy a Vacation Unit if the Owner is more than thirty (30) days delinquent on payment of the Assessments. If a reservation of a Vacation Unit had been made for purposes of an exchange through the Benefits Plan, the Benefits Plan Manager will be notified of the delinquency and occupancy of the exchanged Vacation Unit may be denied.

B. **Cancellation of Reservation.** The Association may also, upon not less than fifteen (15) days prior written notice, cancel any reservations and/or exchanges for Vacation Owners who are more than sixty (60) days delinquent on Assessment payments. Payment of all delinquent Assessments, interest, and late charges will reinstate the right of the Vacation Owner to make a reservation; however, the Vacation Unit, Vacation Week or exchange originally reserved may no longer be available.

C. **Rental of Vacation Unit/Delinquency.** Some Vacation Owners may not be required to make reservations. If their Assessments are delinquent sixty (60) or more days,

ninety (90) days or less before occupancy is scheduled to commence, the Association has the right at its sole discretion to rent the Unit and apply the proceeds in the following order: (a) the applicable commission percentage determined by the Association and Managing Agent; (b) the balance to the Association for delinquent Assessments, interest, and late or collection charges; and (c) the remainder, if any, will be paid to the Vacation Owner. If Vacation Owner becomes current with the Assessments and wants to use the Vacation Unit that was put up for rent or re-schedule the Vacation Week, it is at the discretion of the Managing Agent.

Section 9.3 Additional Vacation Unit Use Restrictions. In addition to the provisions of Article VI of these Rules and Regulations, Vacation Units and Vacation Owners are subject to the following:

A. Centralized key system. Access to the Project is managed through a centralized key system which requires Vacation Owners and Occupants to check-in upon arrival. Each Vacation Owner and Occupant shall return to the Managing Agent upon check-out all pass cards, or other access devices to their Vacation Unit. Vacation Owners and Occupants shall be responsible for all lost pass cards, or other access devices. In accordance with Section 14.9 of the Declaration, no Owner or Occupant shall alter any lock or install a new access system on the door of any Unit or Common Element within the Project.

B. Vacation Unit Alterations. No structural changes, reorganization, or removal of furniture or wall hangings, or redecoration of any type within the Vacation Units or of the Common Elements shall be permitted.

C. Housekeeping. Normal housekeeping service is provided for each Vacation Unit prior to check-in. This service, the cost of which is covered by the Assessments, is the responsibility of the Managing Agent and their staff. Additional housekeeping services are available to Vacation Units for a fee. A free towel exchange is available halfway through the Vacation Week. A Vacation Owner may choose to split their Vacation Week into multiple stays to accommodate more than one guest. One full clean is included with each Vacation Unit Assessment. A full cleaning of the Vacation Unit provided by the Managing Agent will be required between each stay and any additional housekeeping cleaning costs incurred during a Vacation Week will be charged to the Vacation Owner.

D. Benefits. Benefits offered pursuant to the Benefits Plan, including, without limitation, Points, Resort Privileges and Bonus Time, are available only to eligible Vacation Owners pursuant to the Benefits Rules, with respect to an eligible Vacation Estate.

E. Additional Rules. The Board reserves the right to promulgate additional Rules and Regulations as may be required from time to time without the consent of the Association and its members. Such additional Rules and Regulations shall be binding upon all Vacation Owners.

Section 9.4 Vacation Unit Reservation Procedures. In addition to the provisions of Article VII of these Rules and Regulations, Vacation Units and Vacation Owners are subject to the following:

A. A Vacation Owner of a Fixed Vacation Week shall be entitled to use and occupy the Vacation Unit and Week designated on the “Deed” each calendar year provided the Vacation Owner is in good standing with the Association. In the event that the Vacation Unit designated during the specified Vacation Week is not suitable for occupancy due to unit maintenance or other extenuating circumstances, the Vacation Owner of a Fixed Vacation Week shall be entitled to use of the same type as designated on the Owner’s Vacation Estate Special Warranty Deed (“Deed”) during the specified Use Week each calendar year. Vacation Owners of a Fixed One-Bedroom Unit or Fixed Two-Bedroom Unit who wish to convert their week stay to a Floating Vacation Week, should contact the Managing Agent as soon as possible. It is strongly advised to make this request before the first Thursday that is three hundred sixty-five (365) days or less in advance of the desired check-in date to check availability for the Floating Vacation Week they desire. If the Floating Vacation Week they desire to reserve is available, the owner may cancel their Fixed Vacation Week and reserve the Floating Vacation Week. Vacation Owners of a Fixed Three-Bedroom Unit or Fixed Four-Bedroom Unit who wish to convert their week stay to a Floating Vacation Week, should contact the Managing Agent as soon as possible. It is strongly advised to make this request before the first Thursday that is three hundred seventy-two (372) days or less in advance of the desired check-in date to check availability for the Floating Vacation Week they desire. If the Floating Vacation Week they desire to reserve is available, the owner may cancel their Fixed Vacation Week and reserve the Floating Vacation Week. Fixed Vacation Week Owners that own Winter Fixed Week(s) 1-6 may participate in the Winter Float Season. Fixed Vacation Week Owners that own Winter Prime Fixed Week(s) 7-13 may participate in the Winter Prime Float Season in the same calendar year and follow the reservation procedures herein by Unit Size. Fixed Vacation Week Owners that own Summer Prime Fixed Weeks 25-26/28-32 may participate in the Summer Prime Float Season in the same calendar year and follow the reservation procedures herein by Unit Size. Fixed 4th of July Week Owners may convert their week stay to any Floating Vacation Week during the Summer Prime Float Season for Weeks 25-26 and 28-32 in the same calendar year and follow the reservation procedures herein by Unit Size. Fixed Thanksgiving Week Owners may convert their week stay to any Floating Vacation Week during the Winter Value Float Season for Weeks 14-16 and 48-50 in the same calendar year and follow the reservation procedures herein by Unit Size. Fixed Week Christmas/New Year’s Owners may convert their week stay to any Floating Vacation Week during the Winter Season for Weeks 1-15 and 47-50 in the same calendar year and follow the reservation procedures herein by Unit Size. Other Fixed Week Owners who purchased Fixed Week(s) outside the defined Fixed Week Options may participate within the designated Floating Season of their Fixed Week.

B. A Vacation Owner of a Floating Vacation Week shall have the right to use and occupy a Vacation Unit only in accordance with the following reservation procedures:

C. A Vacation Owner of a One-Bedroom Unit designated by letter “E” is entitled to reserve a Floating Vacation Week in their designated season in a comparable

Vacation Unit to the Unit purchased (as set forth in their Deed) by notifying the Managing Agent. Notification may be completed online, if an online option is available, or by phone. Requests submitted via email will be handled after online and phone request have been handled. Requests may be made no more than the first Thursday that is three hundred sixty-five (365) days or less in advance of the check-in date for Two-Bedroom Units, One-Bedroom Units and Suite/Lock-off Units. Requests may be made no more than the first Thursday that is three hundred seventy-two (372) days or less in advance of the check-in date for Three-Bedroom Units and Four-Bedroom Units. Reservation requests received in advance of the first booking day will be rejected.

D. All reservations for Floating Week Owners or Fixed Week Owners who wish to convert their week stay to a Floating Vacation Week are subject to availability and will be honored on a first-come, first served basis, and will not be effective unless confirmed in writing by the Managing Agent.

E. A Vacation Owner shall be entitled to reserve and subsequently use no more than one Floating Vacation Week (for each Vacation Estate owned) each calendar year.

F. A Vacation Owner may only reserve a Vacation Unit comparable to the Vacation Unit designated in the Vacation Owner's Deed; however, a Vacation Owner may lock-off a portion of their Vacation Unit and request two or more separate Vacation Weeks.

G. Based upon the type of Vacation Unit, Vacation Owners may make the following reservation requests:

i. A Vacation Owner of a Suite/Lock-off Vacation Unit may request a Vacation Week in a Suite/Lock-off Unit.

ii. A Vacation Owner of a One-Bedroom Vacation Unit may request a Vacation Week in a One-Bedroom Vacation Unit.

iii. A Vacation Owner of a Two-Bedroom Vacation Unit may request a Vacation Week in a One-Bedroom Unit and a Suite/Lock-off Unit.

iv. A Vacation Owner of a Three-Bedroom Vacation Unit may request (A) a Vacation Week in a One-Bedroom Unit and two Suite/Lock-off Units, or (B) a Vacation Week in a Two-Bedroom Unit and a Suite/Lock-off Unit or (C) a Vacation Week in a One-Bedroom Unit, a Suite/Lock-off Unit and a Suite/Lock-off Unit.

v. A Vacation Owner of a Four-Bedroom Unit may request (A) a Vacation Week in a One-Bedroom Unit and three Suite/Lock-off Units, or (B) a Vacation Week in a Two-Bedroom Unit and two Suite/Lock-off Units or (C) a Vacation Week in a One-Bedroom Unit, a Suite/Lock-off Unit, a Suite/Lock-off Unit and a Suite/Lock-off Unit.

H. The Managing Agent will confirm a Vacation Unit type on the reservation confirmation; however, final Vacation Unit assignment will be made at check-in. A

Floating Vacation Owner may request a specific Vacation Unit pursuant to the Benefits Plan at the time of the reservation request, but assignment is dependent upon factors such as time of check-in and Vacation Unit status. A requested Vacation Unit will be confirmed for the Floating Vacation Owner pursuant to the Benefits Plan. However the Managing Agent reserves the right to move either a Floating Vacation Owner or a Fixed Vacation Owner to a comparable Unit in the event that an emergency occurs to cause the Vacation Unit to be unavailable.

I. A Vacation Owner may request to reschedule a reservation by submitting notice of such request to reschedule Vacation Week at any time prior to arrival date. If the Vacation Owner does not reschedule or cancel their reservation and does not check-in for their reserved Vacation Week or if the Vacation Owner checks-in but leaves early, the Vacation Owner shall be deemed to have used the entire Vacation Week. Owners may convert their Vacation Week to points as defined in the Benefits Plan.

J. If a Vacation Owner does not use their Fixed Vacation Week or Floating Vacation Week in a calendar year, there shall be no accrual or carry-over of the unused time and the Vacation Owner forfeit their right of occupancy for such calendar year. Rescheduled and/or cancelled reservations may also be subject to rescheduling and/or cancellation fees.

K. Reservation for or occupancy of any Vacation Unit is subject to the prior payment by the Vacation Owner of all amounts due to the Association pursuant to the Declaration, the By-Laws, these Rules and Regulations.

L. If a Vacation Owner of a Floating Vacation Week wishes to exchange their Vacation Week the Managing Agent must be notified to request a reservation of a specific Vacation Week in a specific Vacation Unit in the designated season to be deposited for exchange. The Managing Agent at its sole discretion will determine the Vacation Week to be deposited for exchange.

M. No reservation request will be accepted or confirmed in a Vacation Unit during any Floating Vacation Weeks which have been designated by the Board for maintenance of that Vacation Unit.

N. In addition to Vacation Week(s) owned, eligible Vacation Owners may use additional time or "Bonus Time" at the Project in accordance with the Benefit Plan.

O. The Management Company reserves the right to manage all inventory, including but not limited to, unsold developer space, space unused by owners, space unused by exchange guests or early and late check-ins; available unused Hotel Rooms, and/or Owner rental units in an effort to maximize resort occupancy, increase owner income from rental revenue and create availability for certain types of reservations, including but not limited to, rentals and owner usage.

Section 9.5 Imperial Vacation Estates Points Reservations. The Association's agreement with a respective the Managing Agent for the Plan authorizes and directs such Managing Agent to create and operate the Benefits Plan which provides an alternative system for

flexible use of Project amenities and Vacation Weeks by Owners. If a Vacation Owner who is eligible for the Benefits Plan fails to provide the Managing Agent with notice of a reservation request at least one hundred eighty (180) days in advance of the desired check-in date as specified in the Reservation Procedures, the Vacation Week will be converted to Points and the Vacation Owner may either: (i) Use the Points system to reserve use of Vacation Week(s) in accordance with the terms and conditions of the Benefits Rules; or (ii) use the Reservation Procedures to reserve any available Vacation Week(s) in a different season and in different Unit types. Vacation Owners shall automatically become eligible for the Benefits Plan upon acquisition of a Vacation Estate from Peak 8 Properties, LLC, or its authorized agent, or in the event Vacation Owners acquire such Vacation Estate from a third party solely upon compliance with all of the terms and conditions for eligibility for the Benefits Plan as determined by the Benefits Plan Manager and set forth in the Benefits Rules, including payment of the then current resale initiation fee. Benefits are appurtenances of the specific Vacation Estate and shall only be available when used in relation to or during a Vacation Owner's use of such Vacations Estate. The Benefits Plan combines rights granted by the Association to the Managing Agent, rights reserved by the Managing Agent in rental agreements entered into with individual Owners for rental of reserved Vacation Weeks and use of certain Declarant owned Units in the Project in a coordinated effort to provide flexible use of Project amenities and Vacation Weeks by Owners.

Section 9.6 Vacation Unit Reservation Procedures. Any third-party rental or use of a Vacation Unit shall be reserved or occupied through the reservation, check-in and check-out procedures, as determined by the Managing Agent, and pursuant to any Management Agreement between the respective Vacation Owner and Managing Agent with respect to the Vacation Units.

Section 9.6. Third-Party Rental Agent Requirements. Any third-party rental agent, other than the Managing Agent, engaged by a Vacation Owner shall fulfill the following Association requirements, as amended from time to time by the Association or Managing Agent:

- A. Compliance with all applicable local, state and federal laws;
- B. Rental Agent must provide registering rental guest name(s), phone number, email, dates of stay and room size to Managing Agent at least 48 hours in advance of rental guest arrival date.
- C. Rental Agent must ensure payment for all applicable costs associated with rental, including all fees.
- D. Rental Agent will be responsible for any expenses incurred due to errors, omissions or negligence caused by Rental Agent.

Section 9.7 Check-in and Check-out Times. Check-in time shall be 4:00 p.m. on the scheduled check-in day. All Vacation Owners shall vacate their Vacation Units no later than 10:00 a.m. on the scheduled check-out day. The six (6) hour period between check-out and check-in is reserved exclusively as a service period for routine cleaning, repair, and maintenance of the Vacation Units. However, an Owner of consecutive Fixed Vacation Weeks or an Owner who has reserved, in accordance with the provisions hereof, consecutive Floating Vacation Weeks, shall not be required to vacate their Vacation Unit during this time period. Any Vacation Owner who

does not vacate their Unit at or before 10:00 a.m. on the designated check-out date may be responsible to pay a fee of no less than \$50.

Section 9.8 Check-in Procedure. All Owners must register the names of all persons who will be occupying their Unit during their Vacation Week or Unit occupancy with the Managing Agent prior to occupying a Unit. Prior to arrival or at registration, the Managing Agent will require the completion of a registration form and a credit card imprint for personal charges. The check-in days for Vacation Owners will be Saturday and Sunday. Week numbers will be determined by Saturday check-in days. For example, if the first Saturday in January begins Vacation Week 1 in any year, for Sunday arrivals Vacation Week 1 will always begin the day after that Saturday.

Section 9.9 Check-out Procedure. Upon check-out, any charges incurred must be paid by credit card, cash, or approved check.

Section 9.10 Parking Allocation. Subject to the Parking Rules and Regulations set forth on Schedule 1, during occupancy of a Vacation Week, Vacation Owners are authorized to park in designated general access parking areas: one vehicle per One-Bedroom or Suite/Lock-off Unit; two vehicles per Two-Bedroom unit; three vehicles per Three-Bedroom unit; or four vehicles per Four-Bedroom unit.

X. COMMERCIAL UNITS

The provisions of this Article X shall apply only to Commercial Owners. As used herein, the term “Commercial Owner” shall include the record owner of a Commercial Unit and, where applicable, any lessee(s) or operator(s) of a Commercial Unit. All Commercial Units shall be subject to assessments and use restriction provisions set forth in Article III through Article VI of these Rules and Regulations applicable to Units the following use restrictions:

Section 10.1 Advertising. All of Commercial Owner’s advertising or promotion in respect to the business in the Commercial Unit shall be truthful, tasteful and discreet.

Section 10.2 Loading. The loading and unloading of merchandise, supplies and fixtures shall be done only at such times as do not unreasonably interfere with use by other Owners, customers, patrons, guests and Occupants of the Project and only in such areas and through such entrances as are designated for such purposes.

Section 10.3 Parking Allocation. Commercial Unit Owners and Occupants shall park only in parking spaces designated for such Commercial Unit or as designated by the Managing Agent, in accordance with the Parking Rules and Regulations set forth on Schedule 1.

Section 10.4 Refuse and Garbage. In addition to the general provisions for refuse and garbage applicable to all Units, a Commercial Owner shall transport and unload all trash and garbage into the main dumpster and shall keep the dumpster area clean of such trash and garbage. Refuse and bagged garbage shall be deposited only in the areas provided for such purpose. All trash and garbage temporarily stored in a Commercial Unit shall be stored in sanitary containers located in appropriate areas screened and concealed from view, and no odor shall be permitted to

arise therefrom so as to render the Commercial Unit or any Common Element, or any portion thereof, unsanitary, unsightly, offensive or detrimental to the Project or its occupants or guests. A Commercial Owner shall not throw trash or garbage in any refuse containers belonging to other Commercial Owners or any container intended for public use. A Commercial Owner shall not sweep or throw from its Unit any dirt or other substances on the Common Elements of the Project. Any cost of collecting, transporting, and/or loading trash or waste which may be attributable to any Commercial Owner shall be charged to such Commercial Owner. Any cost of clean-up in the dumpster or loading dock area attributable to the actions of a specific Commercial Owner will be charged to that Owner. Any trash or waste that requires special treatment such as grease or food, shall be handled solely by the Commercial Owner and shall not be placed in the dumpster, unless the Association has otherwise consented.

Section 10.5 Business Operations. In connection with business operations, a Commercial Owner shall: (i) comply with all applicable laws; (ii) keep the Commercial Unit and every part thereof in a clean, neat and orderly condition, free of objectionable noise, odors, or nuisances; (iii) in all respects and at all times fully comply with all health and police regulations; (iv) not overload the floors or permit or allow any waste, abuse, deterioration, or destructive use of the Commercial Unit or the Common Elements to occur; (v) not use or permit to be used all or part of the Commercial Unit in an immoral, illegal, lewd or offensive manner; and (vi) neither do nor permit to be done any act or thing upon the Commercial Unit which shall or might subject the Association to any liability or responsibility for injury to any person or persons or damage to property by reason of any business or operation carried on, at, from or upon the Commercial Unit.

Section 10.6 No Hazardous Materials. No flammable, combustible, explosive, or otherwise dangerous fluid, chemical, or substance shall be kept in any Commercial Unit except such as are required for normal business use and only then in quantities allowed by law.

XI. HOTEL UNIT(S)

The provisions of this Article XI shall apply only to the Hotel Unit and Hotel Unit Owner. As used herein, the term "Hotel Unit Owner" shall include the record owner of the Hotel Unit(s) and, where applicable, any lessee(s) or operator(s) of the Hotel Unit(s). The Hotel Unit(s) shall be subject to assessments and use restriction provisions set forth in Article III through Article VI of these Rules and Regulations applicable to Units; provided, such restrictions may be amended, superseded or revised by the Hotel Standards or such management agreement between the Managing Agent and Hotel Unit Owner.

Hotel Unit Owner(s) and Hotel Unit Occupants shall park only in designated Hotel parking areas in a ratio not to exceed one vehicle per Hotel Room, in accordance with the Parking Rules and Regulations set forth on Schedule 1.

The Association's agreement with the Managing Agent authorizes and directs the Managing Agent to manage and operate the Hotel Units, including, without limitation, the reservations and use of the Hotel Units and respective Hotel Rooms, or designate and delegate such authority to a Hotel Unit Manager upon the approval of the Association.

SCHEDULE 1

PARKING RULES AND REGULATIONS

These Parking Rules and Regulations have been developed for the Association and apply to all Owners and Occupants, including employees, guests, and invitees within the Project, and are enforceable under the Declaration and the Association Rules and Regulations (“Rules and Regulations”). The Association reserves the right to amend or modify these Parking Rules and Regulations upon approval of the Association Board. Any undefined terms in these Parking Rules and Regulations shall be as defined in the Declaration and the Rules and Regulations.

All vehicles located, whether standing or parked, within the Project are subject to the laws of the State of Colorado, Summit County, Town of Breckenridge, and to the rules set in these Parking Rules and Regulations. Owners and Occupants are responsible for the actions of their tenants, employees, guests, and invitees. Any vehicle in violation of such state, county, city, and/or these Parking Rules and Regulations shall be subject to ticketing and/or towing at the vehicle owner’s expense.

THE FOLLOWING RULES GOVERN THE USE OF ALL GARAGE AND PARKING AREAS IN THE PROJECT:

1. An Owner or Occupant must park their vehicles in the parking space(s) designated as Limited Common Element of such Unit, designated parking space(s) for such Unit or general parking spaces for the Project, each as assigned, from time to time, by the Managing Agent. Notwithstanding the foregoing, Managing Agent will have no right to change or reassign the location of any Limited Common Element parking spaces without the consent of the Owner of such Limited Common Element parking spaces. Owners or Occupants with more vehicles than can fit in a designated garage and parking spaces may not keep or park excess vehicles within the Project.
2. Vehicles must be parked within the parking space provided and in such a manner as to not obstruct other parking spaces or impede access. Vehicles may not be parked in any fire lanes, cross-hatched areas designated as NO PARKING AREAS or double parked at any time.
3. Motorcycles, e-bikes and mopeds may be parked in a garage or parking space and may not be stored inside a Unit, on patios/balconies or in any areas not designated for such use.
4. The Association reserves the right to require Owners and Occupants to register their vehicle(s) with the Association and have a permit placed on or within their vehicle for identification.
5. The following commercial vehicles may not be parked within the Project, unless approved by the Association: (i) Vehicles with more than two (2) axles; (ii) Vehicles that exceed twenty-two (22) feet in length; (iii) Vehicles weighing more than 26,001 pounds; and (iv) Any vehicle containing hazardous materials regardless of length or weight.
6. No Owner or Occupant shall store or leave boats, trailers, mobile homes, recreational vehicles and similar vehicles or equipment on the Project.

7. No flammable, combustible, or explosive fluids, chemical or substance shall be kept in any Unit, Limited Common Element assigned thereto or storage area, except other than as is reasonable and customary in vehicles and/or in cleaning supplies.

8. The Board may promulgate rules regarding the use or charging of electric or plug-in type hybrid vehicles (“Electric Vehicles”) in or about the Project, including, but not limited to, Common Elements, Limited Common Elements, and Units within the Project. Electric Vehicles may not be charged from outlets in or about Common Elements or Limited Common Elements, without the Managing Agent’s prior written approval. Owners or Occupants may not use extension cords to supply power from a Unit to charge an Electric Vehicle. The Board reserves the right to designate parking spaces or areas as Electric Vehicle charging stations. The Association reserves the right to impose charges or fees related to the electric charging of any vehicles.

9. Owners and Occupants may not transfer, convey, rent or sublease the use or ownership of any garage or parking spaces designated as Limited Common Elements separately from the attributed Unit to another Person. The foregoing is not intended to prevent the use of parking spaces by Occupants of a Unit in connection with the permitted use of the Unit holding appurtenant rights to such parking spaces in a way that complies with the Town of Breckenridge code, regulations, or any other applicable laws.

10. In addition to the Association’s remedies available pursuant to the Declaration and Rules and Regulations, the following procedures and guidelines will apply to the Board and Managing Agent in the enforcement of these Parking Rules and Regulations. Except when a vehicle is found parked at or near a posted “tow away” zone, in which case the vehicle may be towed immediately at owner’s expense, or except in an emergency, before towing any vehicle for any other reason, the following will occur:

(a) First offense: A written notice of the violation will be posted on the vehicle;

(b) Second offense: If the vehicle remains in violation or is found to be in violation within a reasonable time thereafter, the vehicle may be towed at the owner’s expense and a \$100.00 service charge assessed to the resident AND to the owner of the vehicle;

(c) Third and subsequent offenses: The vehicle may be towed at the owner’s expense and a \$250.00 service charge will be assessed to the resident AND to the owner of the vehicle; and,

(d) In addition, a late fee of \$50.00 per month will be assessed on all unpaid service charges and fines.

SCHEDULE 2

DOG POLICY

In an effort to accommodate those Owners and Occupants who are permitted to bring their dog(s) to the Project, pursuant to these Rules and Regulations and the Benefits Rules, and to minimize the impact to the other Owners and Occupants in residence, the following policies and procedures will apply:

1. Only domesticated housebroken dogs are allowed in the Project. Two (2) dogs maximum per Vacation Unit use or Whole Unit reservation are allowed. Hotel guests, rental tenants and exchange tenants are allowed to bring dog(s), subject to designated Unit availability and the payment of a pet fee, as determined in the Managing Agent's sole discretion. Any dog(s) must be registered, licensed and inoculated as may be required by the Board of Directors or local law from time to time. Owners taking advantage of Resort Privileges are not allowed to bring their dog(s).

2. The Managing Agent has designated or will designate certain Vacation Unit and Hotel Rooms for permitted occupancy by dogs. Owners and Occupants must note any request to bring a dog with their reservation. The Owner or Occupant will be assigned to the designated Unit only if the designated Unit is available in accordance with the standard reservation procedures. If the designated Unit is occupied during the times available to the Owner or Occupant, the Owner or Occupant may not occupy another Unit with a dog.

3. Dogs shall not be allowed outside of the Unit unless restrained by a suitable physical leash or enclosure and under the direct control of the dogs' owner or hired dog care provider approved by the Association or Managing Agent. Dogs are permitted in common areas, except all aquatics facilities, fitness center, spa facilities, locker rooms, arcade and activity center, market/boutique and food and beverage areas, unless otherwise permitted by the Managing Agent. Dogs cannot be left unattended inside vehicles on resort property, including in the parking garages. Failure to abide by these rules will result in a fine being assessed for the first occurrence. The second occurrence will result in the dog being removed from property and not allowed to return. In the event prompt payment is not made, the Association shall have all remedies under the Declaration and these Rules and Regulations, including the power to assess an individual Owner or fine an individual Occupant exclusively for such costs.

4. All dog owners shall immediately clean up after their dogs and dispose of their dogs' refuse in a suitable container as defined from time to time by the Managing Agent. Dogs must be kept clean and groomed at all times. All refuse or damage caused by a dog inside the buildings of the Project, and in non-designated areas outside the buildings, must be immediately reported to the Association so that the area can be cleaned or repaired. The Owner and Occupant permitted to bring a dog is responsible for all loss, liability and damages caused by the dog, including without limitation, damage to grass, shrubs, trees or any other portion of the Common Elements.

5. No dogs may be permitted to create any inconvenience, noise, safety concern or disturbance on the Project.

6. Members are to notify housekeeping of a convenient time for service. Housekeeping will access the Unit only when the dog is attended by the Owner or Occupant or out of the Unit.