GOTHIC OWNERS ASSOCIATION
RULES AND REGULATIONS

Table of Contents

Page

I. INTRODUCTION 1

II. DEFINITIONS 1

III. ASSESSMENTS AND FEES 1
- Section 3.1 Assessments 1
- Section 3.2 Payments 1
- Section 3.3 Failure to Pay Assessments; Actions on Delinquent Assessments 1
- Section 3.4 Use Fees 2

IV. TRANSFERS AND RENTAL 2
- Section 4.1 Transfers 2
- Section 4.2 Rental/Exchange of Residential Units 2

V. PETS 3
- Section 5.1 Generally 3
- Section 5.2 Pet Policy 3

VI. USE RESTRICTIONS 4
- Section 6.1 Debris 4
- Section 6.2 Balconies; Patio Furniture 5
- Section 6.3 Window Coverings 5
- Section 6.4 Garbage Disposal 5
- Section 6.5 Deliveries 5
- Section 6.6 Association Employees 5
- Section 6.7 Quiet Time 5
- Section 6.8 Satellite Dishes, Wiring, Centralized Key System 5
- Section 6.9 Children 6
- Section 6.10 Signs 6
- Section 6.11 Inflammables 6
- Section 6.12 Temperature Control 6
- Section 6.13 Solicitation 6
- Section 6.14 Smoking 6
- Section 6.15 Owner Responsibility 6
- Section 6.16 Observance of Posted Signs 6

VII. POOL AND RELATED RECREATION AREAS 7
- Section 7.1 Pool and Hot Tubs and Other Recreational Facilities 7
- Section 7.2 Pool and Hot Tubs 7
- Section 7.3 Use of Pools 7
- Section 7.4 Special Event and Safety Issues 7
- Section 7.5 Subject to State Laws 7
- Section 7.6 Removal of Personal Effects 7
- Section 7.7 Use Restriction 7
- Section 7.8 Pets in Pool Area 7
- Section 7.9 Conduct of Permittees 7
- Section 7.10 Fitness Center 7

VIII. VEHICLE STORAGE AND PARKING 7
Section 8.1 Parking 7
Section 8.2 Electric Vehicles 8

IX. MISCELLANEOUS 8
Section 9.1 Authority; Enforcement 8
Section 9.2 Emergencies 9
Section 9.3 Additional Rules and Regulations; Amendments 9
Section 9.4 Attorneys' Fees 9

GOTHIC OWNERS ASSOCIATION
RULES AND REGULATIONS

THESE RULES AND REGULATIONS (these "**Rules and Regulations**"), are promulgated and effective as of [_____], 202[__] (the "**Effective Date**").

I. INTRODUCTION

These Rules and Regulations govern the reservation, use and occupancy of the Units and the Common Elements and Limited Common Elements associated with the Gothic Road Community (the "**Project**"). They shall remain in effect until amended by the Board of Directors ("**Board**") of the Gothic Owners Association, Inc., a Colorado nonprofit corporation (the "**Association**"), and shall apply to and be binding upon all Owners and Occupants. Owners and Occupants shall at all times comply with these Rules and Regulations and use their best efforts to ensure that such Rules and Regulations are fully and faithfully observed by other Owners and Occupants. The Owners are also subject to and governed by the Condominium Documents, including but not limited to: (i) the Amended and Restated Declaration for Gothic Road Community (the "**Declaration**"), which created the Project and governs all Units and (ii) and the Articles of Incorporation and Bylaws of the Association.

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. "**Managing Agent**" means the 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.

B. "**Occupant**" means any member of an Owner's family or an Owner's guests, invitees, servants, tenants, employees, or licensees who occupy a Unit or are on the Common Elements of the Project for any period of time.

III. ASSESSMENTS AND FEES

Section 3.1 **Assessments**. As described in the Association's Responsible Governance Policies ("**Governance Policies**") Assessments shall be due in four, quarterly installments, and failure to pay such assessments may result in late charges and interest.

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. Payments made by credit card or other electronic means may be assessed up to an additional two percent (2%) credit card service fee.

Section 3.3 **Failure to Pay Assessments; Actions on Delinquent Assessments**. In the event an Owner is delinquent in his, her, or its payment of Assessments, the Board shall have all remedies available to it for collection of such delinquent Assessments, including (i) the right to impose interest, (ii) filing and foreclosing a lien, and/or (ii) commencing collection proceedings against the Owner, all as described in the Governance Policies.

Section 3.4 **Use Fees**. In addition to Assessments, Owners and Occupants may be charged use fees for products and services made available to such Owners or Occupants by or through the Board or the Managing Agent ("**Use Fees**"), which may include package/storage services, pet fees, or other ala carte services or products made available to Owners and Occupants. The rates for Use Fees will be established by the Board and published to the Owners from time to time. The current schedule of Use Fees is attached as Exhibit A.

IV. TRANSFERS AND RENTAL

Section 4.1 **Transfers**.

(A) Voluntary Transfers. All transfers of Units within the Project shall be governed by the terms, conditions and restrictions contained in the Declaration. Transfers of the Community Housing Unit shall also be governed by Applicable Law. Within ten (10) days of any transfer of a Unit as permitted by the Declaration, an Owner shall give written notice thereof to the Managing Agent. The written notice shall state the name and address and other applicable information for notice purposes (such as fax number and e-mail address) of the transferee. The notice shall also be accompanied by a true and correct copy of the applicable recorded Deed or other instrument of transfer, pursuant to which title is vested in the new Owner. Upon any transfer, the transferee must pay or cause the seller to pay all delinquent Assessments, unpaid Fines, unpaid fees, late penalties, and working capital payment in an amount not to exceed one (1) months' worth of annual Assessments based on the Association's Budget in effect at the time of the conveyance. Such working capital payments will not be levied on any transfer by foreclosure or deed in lieu of foreclosure by the First Mortgagee holding a Security Interest in a Unit.

(B) Death, Divorce and Bankruptcy.

(i) **Death**. 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 sixty (60) 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, the surviving joint tenant shall within sixty (60) 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 in the Unit.

(ii) **Dissolution**. In the event of a dissolution of marriage or of a legal separation of Owners of a Unit, the Owners 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 pertinent provisions in the final separation agreement pertaining to disposition of the Unit.

(iii) **Bankruptcy**. Any Owner who voluntarily or involuntarily files for bankruptcy shall provide written notice to the Association of the bankruptcy in accordance with the rules of the Bankruptcy Court, but in no event later than thirty (30) days following the filing of such bankruptcy.

Section 4.2 **Rental/Exchange of Residential Units**.

(A) Short Term Rental. Subject to the requirements of Applicable Laws and other requirements approved by the Board from time to time, an Owner may rent his or her Residential Unit to others for residential use, which may include short term rentals of less than thirty (30) days, and may invite guests to share occupancy of his or her Unit. Owners are responsible for the conduct of their Occupants, and for all financial obligations incurred by their Occupants at the Project. Owner or its agent shall notify

the Managing Agent of the dates Owner intends to make the Residential Unit available for rent by sending an email to the Managing Agent. Reservation information shall be delivered to the Managing Agent prior to the date of arrival. Rental guests who book their reservation after normal business hours for arrival on the same day, or who arrive without a reservation, shall pay a late check-in fee for each late reservation. A reservation is not confirmed until Owner has received a reply email from the Managing Agent with a reservation number. All rental guests shall have an active reservation in the Association reservation system. No Residential 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 4.2 may be varied pursuant to any rental management agreement between the Owner and the Hotel Unit Owner. Owners may not submit their Residential Units to any commercial or residential exchange program, travel club, or similar club or membership program unless they have obtained the prior written consent of the Board and the Owners in accordance with the Declaration.

(B) Unit Property Management. In the event an Owner elects to rent their Residential Unit on a short-term basis, for safety and security purposes, the Owner must engage a Unit property manager from a list of management companies approved by the Association Board for check-in and check-out services, interior maintenance and housekeeping, and other customary property management services during an Occupant's occupancy period in accordance with the Governing Documents and Hotel Standards. Such property management company must (i) demonstrate compliance with all local, state and federal laws applicable to their services and to short-term rentals, (ii) coordinate all rental guest check-in and check-out with the Managing Agent and the Hotel Unit Owner, and (iii) acknowledge in writing, compliance with these Rules, other Governing Documents and the Hotel Standards.

(C) Leasing and Long Term Rental. Each Owner shall have the right to lease their Residential Unit provided that all leases must be in writing and must affirmatively obligate the lessee and all other residents to abide by these Rules and Regulations and the provisions of the Condominium Documents that relate to the use of the Unit or the Common Elements. No lessee shall be allowed to sublease a Unit to another Occupant.

With regard to leases with a term that exceeds thirty (30) days, any Occupant over the age of twenty-one (21) years of age residing in the Residential Unit more than fourteen (14) days during the term of the lease must sign the lease as a lessee. An Owner must provide the most current fully executed copy of the lease (including all amendments) to the Managing Agent prior to the occupation of the Unit by the lessee(s).

V. PETS

Section 5.1 **Generally**. Owners of Units will be permitted to keep pets in such Units while the Owners are in residence at the Project, subject to the rules set forth herein. Only domesticated housebroken dogs and domesticated cats weighing no more than ninety (90) pounds will be permitted; provided, however, there is a maximum of two (2) pets per Unit unless specifically approved in writing by the Managing Agent or Board. The dog(s) and cat(s) must be registered, licensed and inoculated as may be required by the Association or local law from time to time. A bona fide service animal (as defined by the Americans with Disability Act) is not considered a pet and is not subject to the general restrictions applicable to pets, but shall be subject to the provisions of the Rules and Regulations governing cleaning, repair and maintenance.

Section 5.2 **Pet Policy**.

(A) Pets are not permitted on the Common Elements except to enter or exit the applicable Unit and except for any Limited Common Element appurtenant solely to such Unit. Without

limiting the generality of the foregoing, pets are prohibited in the amenity areas of the Common Elements. Only Owners and Occupants in Units are permitted to bring or have pets at the Project. Occupants may be charged an additional Pet Fee upon check-in to the Project as a result of such pet.

(B) No pet that is deemed by the Association, in its sole and absolute discretion, to be a nuisance may be kept in a Unit or anywhere at the Project. In addition to all other remedies, the Board may demand the permanent removal of a pet in violation of this section from the Project within 6 hours after delivery of written notice to the pet's owner at the Unit.

(C) Pets shall not be allowed outside of the Unit unless restrained by a suitable leash or enclosure and under the direct control of the pet's owner.

(D) All pet owners shall immediately clean up after their pets and dispose of their pet's refuse in a suitable container as defined from time to time by the Managing Agent. Pets must be kept clean and groomed at all times. All refuse or damage caused by a pet at the Project must be immediately reported to the Association so that the area can be cleaned or repaired. The Owner permitted to bring a pet is responsible for all loss, liability and damages caused by the pet, including without limitation, damage to grass, shrubs, trees or any other portion of the Common Elements.

(E) No pet may be permitted to create any inconvenience, noise, safety concern or disturbance on the Project.

(F) Pets may not be left unattended on a Unit's balcony, deck or terrace at any time. Pets may not be left unattended on the Project (including within a Unit) for more than five (5) hours at a time.

(G) In addition to all other remedies, the Owner or Occupant permitting a pet to enter the Project shall indemnify the Association and the Managing Agent, and hold them harmless against loss or liability of any kind or character whatsoever arising from or as a result of having any animal or pet on the Project, and the Owner or Occupant shall be obligated to pay upon demand all costs incurred by the Association or the Managing Agent in connection with cleaning, repairs, replacement, maintenance, or alterations caused by the pet (whether such permission to keep the pet on the Project was appropriate or not).

In addition to the requirements of the Declaration, as a condition to permitting pets at the Project, the Association may require an Owner or Occupant to post with the Association a reasonable pet fee and/or may require a monthly maintenance fee be paid by any Owner or Occupant desiring to have the right to keep any permitted pets or animals in his or her Unit (which fee may be payable each month regardless of occupancy of the Unit) ("Pet Fees"), and may be required to execute a pet policy acknowledgement upon check-in to the Project. The current Pet Fee is or will be included in the Use Fees schedule, attached as Exhibit A.

VI. USE RESTRICTIONS

Section 6.1 **Debris**. No garbage cans, supplies, milk bottles, 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 6.2 **Balconies; Patio Furniture**. The balconies, terraces, stairways and windows shall be used only for the purposes intended, and shall not be used for drying or hanging garments, cleaning of rugs, barbecuing, fire pits, open flame outdoor propane heaters, or storing any objects, unless approved in writing by the Association, which approval may be given or withheld within the sole discretion of the Board. The only items permitted on balconies and patios are outdoor chairs, tables and other patio furniture that have been approved in writing by the Association, which approval may be given or withheld within the sole discretion of the Board. The Board may designate the approved style of patio furniture consistent with the Standards. 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 he sweep or throw from his Unit any dirt or other substances outside of his Unit or on the Common Elements of the Project.

Section 6.3 **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. No window coverings or other improvements, alterations or decorations visible from outside a Unit may be made or caused to be made by any Owner without the prior written approval by the Declarant or the Board. To provide a cohesive exterior appearance, all window coverings or treatments must consist of off white-backed drapery or shades consistent with the Standards. Tinting is not permitted on windows or glass doors. The Owner should contact the Managing Agent to solicit any such approval.

Section 6.4 **Garbage Disposal**. Refuse and bagged garbage shall be deposited only in the areas provided for such purpose.

Section 6.5 **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. Unit Owners 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 6.6 **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. 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 6.7 **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 himself, his 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 a phonograph, television, radio or sound amplifier in his Unit, 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 6.8 **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 to check-in upon arrival. Each Owner and Occupant shall return to the Managing Agent upon check-out all pass cards, or other access devices to his or her Unit. Owners and Occupants shall be responsible for all lost pass cards, or other access devices. No Residential Unit 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 6.9 **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. Owners and Occupants must observe all posted signs and rules, including, but not limited to, those limiting unsupervised children in certain designated areas, including the fitness center and pool area, as described in Section 6.16 herein.

Section 6.10 **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.

Section 6.11 **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 6.12 **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 6.13 **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 solicitation by the Declarant in marketing the Project and other resorts developed or under development by the Declarant.

Section 6.14 **Smoking**. Smoking is only permitted in interior portions of the Project in the Units and any Limited Common Elements allocated solely to an individual Unit (to the extent permitted by the applicable Owner of such Unit).

Section 6.15 **Owner Responsibility**. Owners are responsible for their own conduct and for the conduct of any and all Occupants utilizing the Project. Any Owner or Occupant whose conduct is deemed by the Managing Agent to be likely to endanger the welfare, safety, harmony, or good reputation of the Project or the other Owners, or is otherwise improper, may be reprimanded, or otherwise subject to a hearing and enforcement action, as described in the Governance Policies.

Section 6.16 **Observance of Posted Signs**. Owners and Occupants are required to observe all posted signs and/or rules on or about the Project, including with respect to limitations on unsupervised

children, pets, smoking, capacity, shuttle services, e-bike or other recreational rentals, parking, and any other signs posted or rules adopted by the Association or the Managing Agent on its behalf.

VII. POOL AND RELATED RECREATION AREAS

Section 7.1 **Pool and Hot Tubs and Other Recreational Facilities**. Use of the pool and hot tubs, and other recreational facilities included as part of the pool, fitness center, and any other amenities and recreational facilities in the Project is solely at the Owner' and Occupants' risk. Use of the pool, hot tubs, fitness center, and other amenities may be restricted to specific rules and to operation during certain hours of the day which may vary from time to time at the discretion of Hotel Unit Owner. Hours and rules of use will be posted at such facilities.

Section 7.2 **Pool and Hot Tubs**. The pool and hot tubs will open at times as posted, weather permitting.

Section 7.3 **Use of Pools**. LIFEGUARDS WILL NOT BE PROVIDED. ALL SWIMMING AND POOL AREA USE WILL BE "AT YOUR OWN RISK."

Section 7.4 **Special Event and Safety Issues**. The pool may be closed from time to time for special events or for reasons of safety, including: (a) when it is raining; or (b) when there is danger of an electrical storm.

Section 7.5 **Subject to State Laws**. The pool and related facilities are subject to the State of Colorado laws and other applicable regulations.

Section 7.6 **Removal of Personal Effects**. Users of the pool and recreational areas are responsible for the removal of all their personal effects when they leave the area.

Section 7.7 **Use Restriction**. Pool area seating may not be "reserved" unless an Owner or Occupant is actually present in the pool area. Furniture provided may not be removed from the pool area.

Section 7.8 **Pets in Pool Area**. Except for a bona fide service animal, pets are not permitted in the immediate pool area and may not use the pool or hot tub without the express written permission of the Managing Agent.

Section 7.9 **Conduct of Permittees**. Owner are responsible for the conduct of their Occupants.

Section 7.10 **Fitness Center**. Owners and Occupants shall exercise courtesy in use of the fitness centers, including limiting duration of use and cleaning equipment after use, and shall follow all other rules that may be posted on site. Without limitation on other rules, the fitness center may not be used by persons under 16 without adult supervision.

VIII. VEHICLE STORAGE AND PARKING

Section 8.1 **Parking**. All vehicles parked within the Project must be registered with the Managing Agent while in residence and must display a valid parking permit in a visible location on the vehicle at all times. At least one (1) standard parking space for each Residential Unit will be designated upon arrival for an Owner's use while in residence, but additional spaces are not guaranteed. No Owner is permitted to park any vehicle in a parking space other than areas designated for Owner use while in residence. Parking for non-Owner Occupants of Residential Units must be coordinated with the Managing

Agent and may require use of a valet service provided by the Managing Agent or Hotel Operator, including payment of a fee for use of such service. Furthermore, no Owner or Occupant of a Residential Unit is permitted to park any vehicle in a parking space designated as hotel, club, or visitor parking, as the Association may designate from time to time. The Association may designate other spots for temporary, overflow use, which additional spots are not guaranteed and may be subject to availability. Parking privileges are limited to periods of occupancy. Owners and their Occupants may not leave or store vehicles while not in residence, except when an Owner has entered into a separate parking license agreement with the Association.

These parking restrictions will be enforced by Association in the following manner. Any first time violation of these rules will result in placing a notice on the windshield of the vehicle or attempting to reach the owner of the vehicle via phone or email with a stated time period for the vehicle to be removed to avoid such action. In addition, a notice will be sent to the Owner of the Unit of which the owner of the vehicle is an Occupant advising both parties that the Association will enforce these policies by either having the vehicle towed or booted if the vehicle has not been moved from the parking space within the time period indicated in the warning notice. The Owner is required by these rules to advise their Occupants of these parking restrictions, and the Association reserves the right to fine any Owners for violations of these Rules and Regulations by their Occupants.

No commercial vehicles, boats, motor homes, trailers, snowmobiles or other recreational vehicles may be parked at the Project. No abandoned, inoperable or unlicensed vehicles may be parked on the Project premises, except in the event of an emergency. None of the parking at the Project may be used for storage of any personal property or other items. Excessive noise, including but not limited to automobile stereo systems, racing of engines and use of horns is prohibited at the Project. Vehicles equipped with an alarm system that continues to sound in excess of thirty minutes will be subject to towing at the Owner expense. The Owner of any vehicle leaking oil or other automotive fluid onto any portion of the Project parking is responsible for all expenditures to restore same to a clean condition. Maintenance to vehicles is prohibited on the Project premises, except in the event of an emergency. Under no circumstances will the Association be held responsible for any damage or theft of any vehicle parked within the Project or any items within such vehicle.

Section 8.2 **Electric Vehicles**. 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. 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.

IX. MISCELLANEOUS

Section 9.1 **Authority; Enforcement**. Pursuant to the Declaration, the Association, acting through the Board, has delegated the power and duty to enforce these Rules and Regulations to the Managing Agent. All Owners are subject to and bound by the Association's delegation of its enforcement rights to the Managing Agent. Any duty or power specified to be exercised by the Association or the Board, or right reserved to the Association or the Board, in these Rules and Regulations may therefore be exercised by the Managing Agent. The Association shall be entitled to recover all Costs of Enforcement incurred in connection with the enforcement of these Rules and Regulations, as described in the Notice, Hearing, and Enforcement Policy contained within the Governance Policies. In addition to the other rights and remedies set forth in the Condominium Documents, violations of these Rules and Regulations may be remedied by injunction or similar relief.

Section 9.2 **Emergencies**. In case of an emergency originating in or threatening the condition of any Unit, Common Element, property owned by the Association or the health or safety of any person, the Board, through an authorized representative thereof, including but not limited to the Managing Agent, shall have the right to enter any Unit for the purpose of remedying or abating such emergency. In order to facilitate such right of entry, the Board and the Managing Agent may retain a pass key or other access device to each Unit within the Project.

Section 9.3 **Additional Rules and Regulations; Amendments**. The Board of Directors reserves the right to promulgate from time to time such additional Rules and Regulations and/or to amend these Rules and Regulations as may be deemed necessary or desirable, in the Board's sole discretion, without the consent of the Association or its members.

Section 9.4 **Attorneys' Fees**. The Association shall be entitled to recover its reasonable attorneys' fees and other costs incurred in the event it prevails in any legal action or proceeding brought against an Owner or Occupant to enforce these Rules and Regulations.

EXHIBIT "A"

USE FEES

[to be inserted by Managing Agent/Hotel Operator]