

RULES
OF COUNTRY CLUB TOWNHOMES CORPORATION
SNOWMASS VILLAGE, COLORADO
Adopted by the CCTH Board March 1, 2017

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RULES *OF COUNTRY CLUB TOWNHOMES CORPORATION* *SNOWMASS VILLAGE, COLORADO* *Adopted by the CCTH Board March 1, 2017*

Most of these “Rules” were suggested or requested by current or past “Unit Owners” of Country Club Townhomes Corporation (“CCTH”). Many of the Rules are specifically stated in the recorded Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Country Club Townhomes (“Declaration”). The Declaration and the CCTH Restated Bylaws (referenced herein as “Bylaws”) give specific power to the Board of Managers (“Board”) to make and enforce these Rules in an effort to further promote and protect the value, desirability, and attractiveness of CCTH property.

“General Common Areas” means all real and personal property owned by CCTH for the use of all owners, such as green spaces, parking areas, maintenance building, and utility closets. “Limited Common Areas” means property owned by the association reserved for use by fewer than all the Unit Owners and generally applies to property which is contiguous to a unit and designated for use by that unit only: for example, but not limited to, load bearing walls, decks, walkways and gardens leading into units. ***For a more extensive legal description of these terms, legally known as General Common Elements and Limited Common Elements, Unit Owners should refer to the “Declaration”. Unit Owners will find these Rules, plus attachments, as well as the Declaration and Bylaws, on the CCTH website (www.sccth.com).***

1. ARCHITECTURAL/LANDSCAPE DESIGN GUIDELINES FOR EXTERIOR CHANGES TO UNITS AND FOR LANDSCAPING CHANGES TO GENERAL AND LIMITED COMMON AREAS

1.1 Architectural/Landscape Design Guidelines. No changes may be made to the exterior of any unit or adjacent Limited Common Area, or to landscaping in General or Limited Common Areas, without prior written approval from the Board. ***The Board has adopted Architectural/Landscape Design Guidelines, available on the website www.sccth.com; and the Board, or its appointed committee, will review any application in accordance with its interpretation of these Guidelines. A Unit Owner must apply in writing, as outlined in the Guidelines.***

2. RESTRICTIONS ON USE OF THE PROPERTY.

2.1 Single family residence only. Each Unit is limited to occupancy by a single family, defined as a group of individuals living together as a single, noncommercial, nonprofit household, sharing a kitchen and dining area, with no more than two persons per bedroom. No part of any Unit shall be used for any purpose except housing and the common purposes for which the Unit was designed.

2.2 Unit Owners and guests. These Rules apply to Unit Owners, to their families, tenants, employees, agents, visitors, and to any guests, invitees or licensees of the Unit Owner. The Unit Owners shall comply with all the Rules governing the buildings, decks, driveways, recreational areas, grounds, parking areas, and any other appurtenances to the General or Limited Common Areas of CCTH. When in General or Limited Common Areas, all minors of Unit Owners and guests must be under parental or responsible guardian supervision at all times and shall not make objectionable loud noise, play, or trespass on other Limited Common Areas. Each Owner shall incorporate these Rules into any lease by reference, and a copy shall be appended to the lease. Any revisions to these Rules shall be promptly delivered to such Owner's tenant(s).

2.3 Business or professional occupations. No industry, business, or trade will be permitted to be domiciled in a Unit or run from a Unit. Professional and administrative functions are allowed provided such practice is incidental to the primary use of the Unit as a residence, and provided no external evidence of business practice is visible to the neighbors. Signs or advertising shall not be displayed in windows or in the General or Limited Common Areas.

2.4 Pet ownership. Only Unit Owners may have household pets, and the number is restricted to two common pets per Unit, unless written consent is given by the Board. No renters, guests, employees, contract workers, or other visitors may have pets on the property of the Unit or common property. No wild animals, reptiles, or pets of any kind shall be raised or bred in a Unit.

2.5 Pets on leashes and pick-up of waste. No pets are allowed on CCTH General or Limited Common Areas unless on a leash and in compliance with the Town of Snowmass Village laws. Pets may not be tethered, chained, or otherwise restrained on any of the Unit decks or the Common Areas, and they shall not be allowed to make objectionable noise or play or trespass on other Limited Common Areas. Unit Owners must pick up their dog waste and put it in the convenient dog waste receptacles placed throughout the townhome areas. The Declaration specifies that any damage caused by a pet to CCTH General Common Area landscaping must be repaired at the Unit Owner's expense.

2.6 Noise. No Unit Owner, tenant, or guest will make or permit any disturbing noises on the property. No Unit Owner, tenant, or guest will play, or allow to be played, any

musical instrument, or operate or allow to be operated any electronic entertainment device, at such high volume that it will cause unreasonable disturbances to neighbors.

2.7 Noxious odors or offensive activity. No Unit Owner, tenants, or guest shall cause, or allow to be caused, noxious odors or offensive activity that may disturb neighbors.

2.8 Restriction on use of charcoal barbecue grills. For fire safety and insurance concerns, charcoal barbecue grills are prohibited on upper decks. Charcoal barbecue grills must be placed ten feet away from any building components having combustible construction, and Unit Owners need to use common grill safety measures. Gas grills are allowed on upper and lower decks.

2.9 Parking, use of garages, and storage.

(a) Unit Owner's parking spaces. Each Unit Owner has permanent parking available inside the Unit Owner's garage and the area immediately outside the garage. All other parking spaces are "open parking" and not for permanent use by anyone. No Unit Owner may conduct major repairs or restorations of a vehicle in any parking spaces. All vehicles must have current license plates, and no parked vehicles may be covered, even temporarily, by tarps. No vehicle with a "For Sale" sign attached may be parked in the CCTH property. The Unit Owner will be responsible for instructing guests, tenants, employees, and other invitees not to block sidewalks, neighbors' garages, or driveways; and CCTH shall be held harmless for damages or losses as a result of illegal parking.

(b) Garages. Garages can be used only for the storage of operable vehicles and storage incidental to the garage. No conversion of garages to living, office, workshop, or permanent storage space will be allowed.

(c) Inoperable or commercial vehicles. No inoperable (or unlicensed) vehicle or large commercial-type vehicle may be parked in a Unit Owner's permanent spaces or in open parking areas. No parking of trailers, camper-type vehicles, snow mobiles, buses, boats, or motor homes will be allowed for more than one week. This Rule does not apply to commercial vehicles related to approved current construction projects or to emergency vehicles under 10,000 pounds Gross Vehicle Weight Rating.

(d) Storage containers. Large portable storage units or mobile storage containers may not be parked for more than one week in CCTH driveways or on any other General or Limited Common Areas.

(e) Right to tow. Vehicles in violation of these Rules may be towed at Unit Owner's risk and expense.

2.10 Rental of units. Deeds to CCTH units vary on leasing and rental restrictions for each cluster, or phase, of buildings; and Unit Owners will comply with the Rental Restrictions outlined in Attachment A. The Board enforces all Rental Restriction policies.

3. APPEARANCE OF COMMON AREAS

3.1 Garbage and trash. All garbage and trash must be placed in the trash receptacles at the CCTH Maintenance Building, and no garbage or trash may be placed outside the receptacles or elsewhere in the Common Areas. No garbage cans, containers, or bags of any kind may be placed outside for pick-up or collection. No paint cans or old appliances of any kind may be dumped into the trash receptacles. Unit Owner should contact Snowmass Village Public Works Department (970-923-5110) or the Operations Manager (970-309-1636 or maintenance@sccth.com) for advice on proper disposal of these items.

3.2 Utility/maintenance closets in each building. Utility closets housing electrical, heat tape controls, cable, and telephone equipment, were designed and intended solely for these purposes; and the closets must be kept clear for access by service and utility company employees as well as CCTH maintenance staff. No Unit Owner or contractor may store material or personal property of any kind in these CCTH closets, and anything found in the closets is subject to being removed and discarded without notice. Any damage to the utility/maintenance equipment in these closets will be assessed to the Unit Owner or contractor causing the damage.

3.3 Television dishes, antennas, and other media technical equipment. The placement of television dishes or other media technical equipment must comply with the CCTH Architectural/Landscape Design Guidelines. Dishes or other media technical or electrical equipment must fully comply with the rules of the Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by dishes, antennas, or other electrical equipment in such Unit.

3.4 Exterior blinds, shades, awnings. Unit Owners must have prior written approval of the Board before attaching anything to the buildings, and exterior blinds, shades, screens, awnings, or canopies must be compatible with the exterior color of the buildings.

3.5 No nails, screws, or other holes in exterior of Unit. No Unit Owner may make holes in the siding, stucco, or posts to attach, hang, or display anything on the exterior of a Unit, with the exception of an American flag, or U.S. Service flag, mount. This Rule applies to signs, flood lights, rugs, decorative flags or banners, clothes lines, shutters, television dishes, or other similar items. A flag mount may be attached for a single American or U.S. Service flag but may never be mounted on stucco. Flag mounts should be attached to a timber rather than making a hole in the siding. Any American or U.S. Service flag on display must be respectfully maintained. (Colorado state law provides that homeowner associations must allow the American flag and U.S. Service flag to be displayed at appropriate times.)

3.6 Sign restrictions. No signs or advertising may be displayed visible to the public without prior written consent of the Board.

3.7 Draperies or window coverings. Interior window coverings, or at least their linings, visible to the public, must be compatible with the exterior color of the buildings.

3.8 Holiday lights and other decorations. No holiday lights or decorations may be attached to the exterior siding, stucco, or any other exterior surface. No Christmas figures or animal "sculptures" outlined in lights may be placed on Units or in Common Areas. White, non-blinking lights may be used to decorate trees and wreaths. The Town of Snowmass requires that all such lights be turned off by 11:00 p.m.

3.9 Outdoor play equipment. Basketball hoops, swing sets, or other play equipment may not be left out overnight on decks, driveways or in any Common or Limited Common Areas.

3.10 State of repair and cleanliness. Each Unit Owner will keep the Unit and adjacent Limited Common Areas in good repair and clean.

3.11 Bears attracted by birdfeeders/grills. Unit Owners need to be aware that birdfeeders and grills not cleaned after use have attracted bears to CCTH. If any CCTH Unit is damaged by a bear attracted by birdfeeders or grills, the Unit Owner responsible will be charged for repairs to CCTH property. Unit Owners should keep their lower level doors and windows locked to prevent damage to interiors.

4. GENERAL ADMINISTRATIVE RULES

4.1 Amendments. These Rules may be amended from time to time by resolution of the Board of Managers. Unit Owners may comment on the Rules and suggest changes or additions

4.2 Right of entry into Units by CCTH employees. The Declaration specifically gives CCTH employees the right to enter a Unit, whether or not the Unit Owner is present, to tend to emergency situations or to perform necessary maintenance. Entry may be made without prior approval of the Unit Owner, but requests for entry will be made in advance, except in emergencies, and at a reasonable time.

4.3 No solicitations. No solicitations from anyone will be allowed.

4.4 Personal property liability. Any personal property placed outside a Unit, including in garages, or on Common Areas or in any appurtenant place, is the sole responsibility of the Unit Owner, and CCTH shall in no event be liable for the loss, destruction, theft, or damage to that personal property.

4.5 Property and fire insurance liability. Nothing shall be done or kept in any of the General Common or Limited Common Areas which will increase the rate of CCTH property or fire insurance or result in the cancellation of CCTH insurance on the building or its contents. No Unit Owner shall allow public laws, ordinances, or regulations to be violated. No gasoline or other explosive or flammable material may be kept in any Unit or Limited Common Area. For other insurance-related matters, Unit Owners are referred to the HOA All Insurance Info on the sccth.com website.

4.6 Payment and Collection of Assessments.

- (a) For purposes of these collection policies, “assessments” includes regular and special assessments and any associated fees, charges, late charges, attorney fees, fines, and interest charged pursuant to 38-33.3-315(2).
- (b) Regular assessments are payable to the Association quarterly in June, September, December, and March. Regular assessments are considered past due and delinquent 30 days after the date of the invoice. All other assessments must be paid within 30 days after the date of an invoice or they will be considered past due and delinquent according to the Assessment Billing and Collections Procedures (see Attachment B).
- (c) If the account is unpaid for more than thirty days, a late fee of \$50 will be charged. If no payment is received after sixty days, a late fee of \$150 will be charged according to the Assessment Billing and Collections Procedures (see Attachment B).
- (d) The Association imposes the lesser of 18% per annum or the

maximum rate allowed by law on the unpaid balance of a delinquent owner's account.

(e) An Owner shall be assessed a returned-check charge of \$50 or other amount deemed appropriate by the Board in the event any check or other instrument attributable to or payable for the benefit of such owner is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to insufficient funds. Such return check charge shall be due and payable immediately, upon demand. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law on all returned checks or other forms of payment that are partially or fully dishonored or rejected.

(f) Prior to turning over an owner's delinquent account to a collection agency or referring it to an attorney for legal action, the Association shall send the unit owner notice of delinquency stating: (a) the total amount due, with an accounting of how the total was determined; (b) whether the opportunity to enter into a payment plan exists and instructions for contacting the Association to enter into a payment plan; (c) the name and contact information for the individual the unit owner may contact to request a copy of the unit owner's ledger in order to verify the amount of the debt; and (d) that action is required to cure the delinquency and that failure to do so within thirty days may result in the unit owner's delinquent account being turned over to a collection agency, a lawsuit being filed against the owner, the filing and foreclosure of a lien against the unit owner's property, or other remedies available under Colorado law.

(g) If a delinquent owner has not already entered into a payment plan with the Association hereunder (or is not otherwise exempted pursuant to C.R.S. § 38-33.3-316.3), a delinquent owner is entitled to enter into a payment plan, provided:

1. The delinquent owner must make a written request for a payment plan within 10 days of the date of any notice of delinquency from the Association.
2. The delinquent owner and the Association shall each work in good faith with each other to reach a resolution, which resolution shall include the following terms: (a) the

delinquent owner shall be provided six months to pay back the delinquent assessments, in equal monthly installments unless otherwise agreed; (b) interest will continue to accrue on the delinquent balance during the repayment period unless otherwise agreed; and (c) the delinquent owner must timely pay all current assessments during the repayment period.

3. The Association and the delinquent Owner shall enter a written payment plan within fourteen days of the owner's timely request for a payment plan; provided, however, if terms acceptable to the Association and the delinquent owner cannot be reached within the time provided herein, the Association may proceed with collection activity.
 4. Nothing herein shall prohibit the Association from entering a repayment plan on different terms than provided herein if the circumstances warrant different treatment, as determined by the Association in its sole discretion.
 5. The Association may pursue legal action against the unit owner if the unit owner fails to comply with the terms of his/her payment plan, including the failure to remit payment of an agreed-upon installment or to remain current with regular assessments as they come due during the repayment period.
- (h) Payments received by the Association from a delinquent Owner shall be applied on the delinquent account in the following order (regardless of inscriptions or notations on the front of the check): (a) attorney fees, legal fees and costs incurred for collection of assessments or for owner's failure to comply with provisions of the Association's Governing Documents, including lien fees; (b) fines, late charges and interest; (c) returned check charges, and other costs owing or incurred with respect to such Owner pursuant to the Governing Documents or Colorado statutes; (d) past due regular and special assessments; and (e) currently due regular and special assessments. *Checks containing a restrictive endorsement on the back will be returned to the owner and the amount tendered shall be considered unpaid.*
- (i) The Association may only foreclose on an assessment lien if:

1. The balance of the assessments and charges secured by its lien equals or exceeds six months of common expense assessments based on a periodic budget adopted by the Association; and
 2. The Board has formally resolved, by a recorded vote, to authorize the filing of a legal action against the specific unit on an individual basis. The Board may not delegate its duty to act under this section to any attorney, insurer, manager, or other person, and any legal action filed without evidence of the recorded vote authorizing the action must be dismissed. No attorney fees, court costs, or other charges incurred by the association in connection with an action that is dismissed for this reason may be assessed against the unit owner.
- (j) Nothing in these collection policies shall require the Board to take specific actions at a specific time but the Board shall not take any action in less than the time stated herein for a particular action. The Board has the option and right to continue to evaluate each delinquency on a case-by-case basis.
- (k) The Board shall suspend the voting privileges of any member who has been delinquent for more than sixty (60) consecutive days, excepting from that period any member who has been granted and is in conformance with the terms of a payment plan.
- (l) Unit Owners may arrange to make quarterly assessments automatically through internet banking services. Payments paid electronically must arrive at CCTH within 30 days following the statement date. Assessments cannot be paid with credit cards.

4.7 Complaints procedure regarding management. All complaints regarding the management of CCTH shall be made in writing to any member of the Board of Managers. No Unit Owner shall direct, supervise, or in any manner attempt to assert control over or request favors of any CCTH employee or Board member.

4.8 Compliance with these Rules and complaints procedure for noncompliance. These Rules are published on the CCTH website, and Unit Owners and guests or renters are politely reminded to comply. The CCTH "Declaration" and Restated Bylaws do, however, give the Board the authority to direct actions to be taken and to impose fines. The Board's enforcement action shall reasonably conform to the following guidelines:

- (a) Association Enforcement. The Association shall have the right to enforce any provision of the covenants, rules, and regulations in any appropriate and legal manner, including enforcement proceedings in a court of competent jurisdiction and revoking member privileges of the offending member. Board action hereunder shall require ten days' notice to the offending member that a meeting of the Board will be convened to determine whether a violation has occurred, and providing the member the opportunity to present a written or oral defense, except that non-payment of assessments may be conclusively determined by a statement from the Treasurer or the Association's accounting agent.

- (b) Complaints of Owner Violations. Any member may submit a complaint to the Board, in writing, stating the complaining member's name, the member accused of the violation, the alleged violation, and the specific acts of the accused member that lead to the complaint. The Association shall notify the member subject to investigation of the complaint and, where not unreasonable or inappropriate considering the nature of the complaint, the name of the member making the complaint. The Board shall review the complaint and may refer the matter to the Operations manager and/or legal counsel for further investigation before the Board renders a final decision. If no decision is rendered within thirty (30) days, the complaint shall be dropped. If the complaint is determined to have merit, the Board shall handle the violation in accordance with subsection (a), providing ten days' notice and an opportunity to present a defense.

- (c) No Waiver. For any violation of the covenants, rules, and regulations, the Association need not act with respect to an alleged or actual violation of the declaration, bylaws, or rules if the Board, acting with due care, in good faith, and without a conflict of interest, concludes that a response to the violation would be impractical or excessively expensive compared to the benefit conferred. The Association's failure to act on any one occasion does not affect its right to enforce or not enforce those instruments on another occasion.

4.9 Fines for noncompliance of these Rules. The Board may impose fines against the offending Unit Owner as follows:

- (a) First offense: written warning from the Board
- (b) Second (of same) offense: \$100 fine
- (c) Repeat (of same) offense: special action by the Board
- (d) Fines, if not paid when billed, shall be collected as outlined in the CCH Declaration
- (e) Expenses charged to a Unit Owner for noncompliance with the Architectural/Landscape Design Guidelines are in addition to these fines.

4.10 Alternative Dispute Resolution – Disputes between Owner and Association or Board Member.

- (a) Alternative Dispute Resolution (ADR) shall mean negotiation and non-binding mediation overseen by a neutral third party ADR professional, as further described below.
- (b) The claims subject to ADR, which shall be a condition precedent to the filing of any lawsuit for the resolution of any claim(s), shall include any demand, grievance, or dispute relating to:
 - 1. The interpretation, application, or enforcement of the Association's governing documents;
 - 2. The rights, obligations, and duties of any officer, Board member, or association member, under the Association's governing documents.
- (c) The following shall not be considered claims subject to ADR unless all parties to the matter otherwise agree to submit the matter to ADR:
 - 1. Any suit by the Association to collect assessments or other amounts due from any member;

2. Any suit by the Association to obtain a temporary restraining order or emergency equitable relief and such ancillary relief as the court may deem necessary to maintain the status quo and preserve the Association's ability to enforce the provisions of the Declaration concerning use restrictions and property rights of owners;
 3. Any suit between members of the Association, which suit does not include the Association as a party, provided such suit asserts a claim which would constitute a cause of action independent of the Association's governing documents;
 4. Any suit in which any indispensable party is not a member of the Association, a member of the Board, or an officer of the Association; and
 5. Any suit as to which any applicable statute of limitations would expire within 180 days after giving the notice required to initiate ADR, as set forth below, unless the party against whom the claim is made agrees to toll the statute of limitations as to such claim for a period reasonably necessary to comply with ADR.
- (d) Any party asserting a claim hereunder shall give written notice to each other party and to the Board stating plainly and concisely the nature of the claim and each party's role in the claim, the basis of the claim, and the remedy sought. Any writing that complies with the foregoing shall, upon delivery to all other parties, be a "Notice of Claim".
- (e) The claimant and all other parties shall make every reasonable effort to meet in person within thirty (30) days of the Notice of Claim and to confer for the purpose of resolving the claim by good faith negotiation. Any or all of the parties may bring legal representation.

- (f) If the parties have not resolved the claim(s) through negotiation within thirty (30) days of the Notice of Claim, the claimant shall have thirty (30) additional days to submit the claim to mediation with an entity designated by the Association or, if the Association is a party to the claim, to an independent agency providing dispute resolution services in the Roaring Fork Valley. The claimant shall provide the mediator with the contact information of the other parties and the mediator shall schedule the mediation after conferring with all parties as to an acceptable date and time. If the claimant fails to submit the claim to mediation within the time required hereunder, or does not appear for the mediation when scheduled, the claimant shall be deemed to have waived the claims, and the other parties shall be relieved of any and all liability to the claimant on account of the claim.

- (g) Each party shall bear its own costs of mediation, including attorney's fees, and each party shall share equally all fees charged by the mediator. Upon request by any of the parties, the mediator shall be authorized to shift the burden of the costs of mediation and the mediator to the claimant if the mediator determines that the claimant's claim(s) were substantially frivolous or groundless.

THESE RULES were adopted by the Country Club Townhomes Corporation Board of Managers at a meeting held March 1, 2017. This document supersedes all past Rules and Regulations.

ATTACHMENT A

RENTAL INFORMATION AND RESTRICTIONS

If you are interested in renting your house you need to understand both the restrictions that are part of your deed as well as the rules and regulations (R&R) that apply to renting:

DEED RESTRICTIONS

The deed restrictions vary by individual unit and were part of the original development of SCCTH over which the board has no control but the obligation to enforce:

- All units have the ability to rent for the two weeks at the Christmas Holidays
- All units have the ability to rent for four months or more
- Many units have the ability to rent for one month or more – if your unit is not listed below then you are not permitted to rent for less than four months:
 - 38
 - 50-53
 - 66-68
 - 70-96

RULES AND REGULATIONS

There are additional rules and regulations that apply to people renting units and they are detailed on our web-site but some important ones are below:

- Unit owners must provide the rules and regulations to tenants and be incorporated into the lease
- Renters must comply with all rules and regulations of SCCTH
- Minors must be under control of an adult
- No loud noise is permitted
- Renters are NOT allowed to have pets in SCCTH
- No business or trade is permitted run from a unit
- All common areas are to be kept clean and slightly
- TV dishes must have permission from Mike Baker before installation
- No nails, screws or holes in the exterior of a unit
- No holiday lights on units

ATTACHMENT B

Country Club Townhomes Corporation Assessment Billing and Collection Procedures

Quarterly assessments are billed to each owner based on the following schedule:

1st Qtr- 6/1 through 8/31 Billed May 31st Due Jun 30th

2nd Qtr- 9/1 through 11/30 Billed Aug 31st Due Sep 30th

3rd Qtr- 12/1 through 2/28 Billed Nov 30th Due Dec 31st

4th Qtr- 3/1 through 5/31 Billed Feb 28th Due Mar 31st

30 Days

If the account remains unpaid at the due date (for example Dec 31st for the Nov 30th billing) the account is considered past due. A late fee of \$50.00 will be charged.

60 Days

If no payment is received on the account by the end of the second month following billing (for example Jan 31st for the Nov 30th billing) a late fee of \$150.00 will be charged.

90 Days

If the account is not paid by the end of the following month, (for example Feb 28th for the Nov 30th billing) interest will be charged at the annual rate of 18% starting from the 30th day after the billing date. In addition, the collection process outlined in the rules will be initiated. All legal and other costs associated with this process will be charged to the owner. Payment of the full amount of delinquent assessment plus any other charges billed by the association, plus interest and late charges must be made in order for the account to be considered current.