

RULES, REGULATIONS AND POLICIES OF GLACIER RIDGE ASSOCIATION, INC.

Glacier Ridge Association, Inc. (the “Association”) has adopted these Rules, Regulations and Policies (the “Rules”) pursuant to the Declaration of Protective Covenants Glacier Ridge, as that document may be amended from time to time, (the “Declaration”). All capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Declaration.

1. Purpose and Scope.

The purpose of the Association as provided in the Declaration is to preserve the value and desirability of the Community and the Lots and to further the interests of the residents of the Community and Members of the Association including adopting these Rules in connection with such management and enforcement responsibility. These Rules supplement other rules that may be found in the Articles, the Declaration and the Bylaws (collectively, the “Governing Documents”).

2. Architectural Review Committee.

No Action Before Approval:

No change to a lot shall be made prior to written approval by the ARC. This includes, but is not limited to, cutting of live vegetation, driveway construction, well drilling, utility installation, or excavation.

Procedure for Obtaining Approval of Plans:

- a) Preliminary review before application: If the prospective buyer or owner believes that his plans may encounter objections, he should submit preliminary drawings and/or sketch, and request in writing a preliminary review prior to incurring the expense of having detailed architectural working plans drawn. Such preliminary review shall not constitute final action by the ARC.
- b) Submittal requirements: Owner shall make written application on a standard form provided by the ARC, accompanied by complete plans and specifications:
 - i. Site plan: One (1) copy of a site plan, drawn to scale, showing the exact location on the lot of all proposed improvements, even if only contemplated for the future. Exact proposed setbacks from lot lines and utility easements must be shown. Driveways to proposed structures, utility service and any fencing must be included. Owner must clearly stake out on the lot the

footprint of proposed structures and route of driveways prior to submission of plans.

- ii. Construction drawings: One (1) complete set of construction drawings for the building(s) detailing the floor plan, all side elevations, foundation and framing plans, and exterior building materials. Final blueprints normally will suffice if sufficiently detailed. All structures shall be designed and plans signed by a qualified designer, builder or architect. Plans and specifications shall be identical to the plans and specifications which are to be submitted to the Park County Building Department.
 - iii. Material/color samples: Exterior color and material samples (paint, stucco, brick, stone, roofing, etc.).
- c) Fees: The ARC review fee for new Dwelling Unit construction is \$350 and additionally the applicant(s) may be requested to reimburse the Association for any actual expense incurred by it in its review and approval process.
- d) Easement Responsibility and Access: The Amended and Restated Declaration of Protective Covenants Section 2.6 provides for a Utility Easement along the borders of each Lot. The Covenants provide for a wider easement than the recorded plat notes which Park County observes. The Covenants allow for a ten-foot easement along the property side and rear borders and a fifteen-foot easement along the front property line while the plat notes allow for 7.5 feet and 10 feet respectively. As our Covenants are an agreement among owners, the Association acknowledges the wider easement but encourages owners that want to access the easement to respect and contain their access to the narrower specifications.
- i. Lot owners are responsible for maintaining such easements on their property and are responsible for providing access to utility companies or government agencies who have reason to use said easement. If damage is done to fences, trees or plants in such easement, lot owners have no recourse against the Association or the ARC.
 - ii. All impacted Lot owners must be notified of the proposed easement access and grant their approval before work begins. Such approval must not be unnecessarily withheld. If an owner objects, the decision of the ARC is final.
 - iii. Before cutting of any vegetation the Owner seeking access to the easement for purposes of installing utility service must submit an application for approval by

the ARC with the following:

- 1) A survey or evidence of the property boundary with the easement and proposed area of access noted.
 - 2) Documentation of adjacent owner notification, their approval or their notice of objection and the reasons, therefore.
 - 3) The utility providing the proposed service and its approval or notice of intent to provide service.
 - 4) The proposed timeline for the work to be commenced and completed. Cutting of vegetation and utility service should be started and completed within 90 days.
- iv. All trees and slash from the installation of utility service must be removed within the 90-day period to the satisfaction of the ARC.
- v. Any damage to the area outside of the granted easement must be remediated to the satisfaction of the ARC. If trees are cleared and utility service is not ultimately installed within six months, the ARC may require remediation of the entire easement area impacted.

3. Rentals.

Owners and, if applicable, leasing companies and management companies, must provide the names and contact information for renters and lessors, upon request of the Association.

4. Nuisances.

For the purposes of the Declaration, Section 6.2, normal work hours are 7:00 a.m. to 7:00 p.m.

Quiet hours for the Association are from 10:00 p.m. until 7:00 a.m.

5. Culverts.

The Association in its normal road maintenance will maintain, clean and replace, installed culverts. Exceptions to this are damage to a culvert not caused by Association maintenance or cleaning and replacement of a culvert if an Owner has covered the culvert with something other than dirt.

6. Signs and Flags.

Signs:

- a) An Owner or Occupant is allowed to display one political sign per political office or ballot issue with the maximum dimensions of such sign limited to the lesser of: (a) 36" by 48" inches, or (b) the maximum size allowable by any applicable local ordinance that regulates the size of political signs on residential property. Any political sign shall not be displayed earlier than forty-five (45) days before an election, or later than seven (7) days after an election day.
- b) An Owner or Occupant is allowed to display a real estate sign
- c) Commercial signs are prohibited.
- d) All other signs must be approved by the ARC.

Flags:

- a) A flagpole is considered an improvement to a lot and requires ARC approval.
- b) Maximum size of any flag cannot exceed 3' by 5'.

7. Snow Fences.

Temporary snow fencing will be allowed without ARC approval if it meets the following criteria:

- a) is made of brown wood slates of no more than 4 ft in height,
- b) is installed no earlier than October 1 of each year, and
- c) is removed no later than May 1 of each year.

8. ATV, snowmobile, or off-road motorcycles.

Use is allowed on Glacier Ridge Association private roads. Compliance with speed limits and noise restrictions is required. Use shall not cause damage to a Road.

9. Collection Policy and Procedure.

The following are the Association's policies and procedures for the collection of Assessments, fines, or other charges:

- a) Due Dates. The annual assessment shall be paid in advance and shall be due and payable without notice on January 1 of each year. Any special assessment shall be due and payable as determined by the Board of Directors. Any fine or other charge is due and payable on the first (1st) day of the subsequent month after said fine or charge was levied against an Owner. Payments shall be deemed received and shall be posted on the date the payment is received by the Association and/or Managing Agent. Any assessment, assessment installment, fine or other charge not paid in full when due shall be considered past due and delinquent.
- b) Late Charges. A late charge in the amount of twenty-five dollars (\$25.00) shall be imposed for any assessment, fine or other charge not paid within thirty (30) days of the due date without further notice to the Owner. An additional late charge in the amount of twenty-five dollars (\$25.00) shall be imposed for any assessment, fine or other charge not paid within sixty (60) days of the due date without further notice to the Owner. Such late charges are a personal obligation of the Owner and a lien on the Lot.
- c) Interest. If any assessment, fine or other charge is not paid within thirty (30) days of the due date, interest at the rate of eighteen percent (18%) per annum shall accrue on any delinquent assessment, fine or other charge from the due date without further notice to the Owner. Such interest is a personal obligation of the Owner and a lien on the Lot.
- d) Suspension of Rights. If any assessment, fine or other charge is not paid within thirty (30) days of the due date, the Owner's voting rights and an ARC approval shall be automatically suspended without further notice to the Owner.
- e) Return Check Charges. If any check or other instrument payable to or for the benefit of the Association is not honored by the bank or is returned by the bank for any reason, including, but not limited to insufficient funds, the Owner is liable to the Association for any fees incurred by the Association.
- f) Attorney Fees. The Association shall be entitled to recover its reasonable attorney fees and collection costs incurred in the collection of any assessments, fines or other charges due the Association from a delinquent Owner pursuant to the terms of the Declaration, Bylaws and Colorado law. Attorney fees incurred by the Association shall be considered part of the assessments and shall be due and payable immediately when incurred, upon demand. Such attorney fees are an obligation of the Owner and a lien on the Lot.

- g) Application of Payments. All payments received on account of any Owner or his or her Lot, may be applied first to post-judgment attorney's fees, costs and expense; then to costs and attorney's fees not reduced to a judgment; then to interest; then to late charges; then to return check charges; then to fines and other charges levied pursuant to the Declaration, Bylaws or these Rules; then to delinquent assessments; then to current assessments not reduced to judgment; and finally to amounts reduced to judgment.
- h) Delegation of Authority to Sign Notice of Lien. The Board of Directors may delegate authority to the Association's attorney to sign and acknowledge the Notice of Assessment Lien and its release. This delegation may be withdrawn at any time. In the event the delegation is withdrawn, the Board of Directors will send written notice to the Association's attorney of the withdrawal.
- i) Notices: Use of Certified Mail/Regular Mail. In the event the Association shall cause a collection or demand letter or notice to be sent to a delinquent Owner by regular mail, the Association may also cause, but shall not be required to send, an additional copy of that letter or notice by certified mail.
- j) Collection Process.
 - (i) After an installment of an annual assessment or other charges due to the Association becomes more than 30 days delinquent, the Association or if it has engaged a management company, the management company, on behalf of the Association, shall send a written notice ("First Notice") of non-payment, amount past due, notice that interest and late fees will accrue and request for immediate payment.
 - (ii) After an installment of an annual assessment or other charges due to the Association becomes more than 60 days delinquent and another installment is delinquent, the management company shall send a second written notice ("Intent to Lien Notice") of non-payment. The Intent to Lien Notice shall state (1) the amount past due, including an accounting of how this amount was determined, (2) whether the amount past due includes unpaid assessments or unpaid fines, fees or charges, or both (3) any late fees and/or interest that have accrued, (4) the name and contact information for the person the owner should contact to obtain a copy of the Owner's ledger, and (5) that failure to take action and cure the delinquency within 30 days may result in the account being turned over to the Association's attorneys for collection, a lawsuit being filed against the Owner, the filing and, if the

amount past due includes unpaid assessments, foreclosure of a lien against the Owner's property, or other remedies available under Colorado law. The Intent to Lien Notice shall also state that within 30 days the Owner may contact the Association to enter into a payment plan for the past due assessments and referral to an attorney must be approved by the Board of Directors. The Intent to Lien Notice shall also include a general description of the types of matters that the Association or Owner may take to small claims court, including injunctive matters for which the Association seeks an Order requiring the Owner to comply with the Association's Declaration, Bylaws, covenants, or other governing documents.

- (iii) The Intent to Lien Notice shall be sent to the Owner via regular First Class Mail, as well as certified mail, return receipt requested. A copy of the Intent to Lien Notice shall also be physically posted on the Owner's Lot.
 - (iv) After an installment of an annual assessment or other charges due to the Association becomes more than 90 days delinquent, and the Owner has not requested a payment plan, the management company, on behalf of the Association shall file a lien against the Lot of the delinquent Owner and may turn the account over to the Association's attorney for collection. Upon receiving the delinquent account, the Association's attorney shall send a letter to the delinquent Owner demanding immediate payment for the past due assessments and other charges due. Upon further review, the Association's attorney may file a lawsuit. If a judgment or decree is obtained, including without limitation a foreclosure action, such judgment or decree shall include reasonable attorney's fees together with the cost of the action and any applicable interest and late fees.
 - (v) Following the completion of these steps, the Association shall continue to send monthly statements to the Owner that contain an itemized list of all assessments, fines, fees, and other charges. These statements shall be sent until the account is paid in full.
 - (vi) In addition to the steps outlined above, the Association may elect to suspend the voting rights of any Owner whose account is past due at the time of such voting.
- k) Payment Plans. If the Owner contacts the Association within 30 days of the Intent to Lien Notice, he/she is entitled to enter into a payment plan for the past due assessments. The payment plan must allow the owner to pay off the delinquent

assessments in monthly installments of up to 18 months. The Owner shall have the right to choose the amount to be paid each month, so long as each payment is in the amount of at least \$ 25.00. An Owner who has accepted a payment plan may elect to pay off the remaining balance at any time. The Association may take additional action against an Owner if the Owner fails to comply with the terms of the payment plan. An Owner's failure to remit three or more payments within 15 days of its due date or remain current with the regular assessments during the payment plan, shall constitute a failure to comply with the terms of the payment plan. Notwithstanding the above, the Association shall not be obligated to enter into a payment plan with an Owner who has previously entered into a payment plan with the Association. The Association shall also not be obligated to enter into a payment plan with an Owner who does not occupy the property and has acquired the property through a foreclosure.

- l) Referral of Delinquent Accounts to Attorneys. The Association may, in its sole discretion, refer a delinquent account to the Association's attorney. Upon referral of a delinquent account to the Association's attorneys, the attorneys shall take appropriate action to collect the accounts referred. The Association's attorney maybe authorized to take whatever action is necessary, in consultation with the President of the Board of Directors or other person designated by the Board of Directors, believed to be in the best interest of the Association.

- m) Judicial Foreclosure.
 - (i) The Association may choose to foreclose on its lien in lieu of or in addition to suing an Owner for a money judgment. The purpose of foreclosing is to obtain payment of all assessments owing in situations where either a money judgment lawsuit has been or is likely to be unsuccessful or other circumstances favor such action.

 - (ii) Notwithstanding the above, no foreclosure action shall be initiated unless the amount due equals or exceeds six months' worth of assessments and the Board has formally resolved to authorize the action. Further, the Association shall not initiate a foreclosure action if the amount past due only includes fines and/or collection costs and attorney fees associated with fines.

 - (iii) Prior to initiating a judicial foreclosure action, the Association must provide the owner with a written offer to enter into a repayment plan as set forth above.

- (iv) The Association may proceed with a judicial foreclosure action if (a) the Owner has declined the repayment plan or (b) the Owner has entered into a payment plan and failed to pay at least 3 monthly installments within 15 days of its due date.
- (v) The property being foreclosed may not be purchased by a member of the Board, and employee of the management company, an employee of the law firm representing the Association, or an immediate family member of any of the foregoing.
- n) Notification to and Communication with Owners. This Collection Policy shall be made available to all Owners by the Association as required by Colorado law. After a delinquent account has been referred to the Association's attorney, all communication with the delinquent Owner shall be handled through the Association's attorney. Neither the Managing Agent, if any, nor any member of the Board of Directors shall discuss the collection of the account directly with an Owner after it has been turned over to the Association's attorney unless the attorney is present or has consented to the contact. However, the Association has the option and right to continue to evaluate each delinquency on a case-by-case basis.
- o) Certificate of Status of Assessment/Estoppel Letter. The Association shall furnish to an Owner or such Owner's designee upon written request a written statement setting forth the amount of unpaid Assessments currently levied against the Owner's Lot. The statement shall be delivered within fourteen (14) calendar days after receipt of the request. If the Owner's account has been turned over to the Association's attorney, such statement shall be handled through the Association's attorney and shall include any attorney fees incurred in providing the statement.
- p) Bankruptcies and Public Trustee Foreclosures. Upon receipt of any notice of a bankruptcy filing by an Owner, or upon receipt of a notice of a foreclosure by any holder of an encumbrance against any Lot within the Association, the Association may advise the Association's attorney of the same and turn the account over to the Association's attorney.
- q) Waivers. The Association may alter the time for the filing of lawsuits and liens, or otherwise modify the procedures contained herein, as the Association shall determine appropriate under the particular circumstances. Any such accommodation shall be documented in the Association's files with the conditions of relief. Failure of the Association to require strict compliance with this Collection Policy shall not

be deemed a waiver of the Association's right to require strict compliance and shall not be deemed a defense to payment of assessment fees or other charges, late charges, return check charges, attorney fees and/or costs as described and imposed by this Collection Policy.

r) Communication with Owners.

- i. Any letters sent to an Owner pursuant to this Policy shall also be sent via e-mail if the Owner has provided the Association with an e-mail address.
- ii. An Owner may designate another person to be contacted on the Owner's behalf regarding any notices, letters or correspondence sent pursuant to this Policy. The Owner must notify the Association in writing of any designated contact. Such notification should include the designated contact's name, address and, if applicable, e-mail address. Any notices, letters or correspondence sent to a designated contact shall also be sent to the Owner.
- iii. An Owner may request that all correspondence and notices from the Association be made in a language other than English. If a preference is not indicated, the Association shall send all correspondence and notices in English.
- iv. The Association shall maintain a record of all contacts with a delinquent Owner, including information regarding the type of communication used to contact the Owner and the date and time that the contact was made.

10. Resolution of Rules Violations.

- a) Violation Resolution Process. The Board of Directors hereby establishes the following process for resolving violations of or noncompliance with the Association Governing Documents by an Owner or Occupant.
- (i) Any Owner or Occupant may notify Board of Directors regarding the existence of an alleged violation.
 - (ii) The Board of Directors, or committee appointed by the Board of Directors (collectively, the "Committee"), shall promptly investigate all alleged violations. The Committee, in its sole discretion, may require the claiming Owner or Occupant ("Complainant") to provide additional information or set forth the allegations of the violation in writing. If the Committee is

satisfied that there may be a violation, the Committee shall promptly contact the alleged responsible Owner (“Respondent”) in person, by telephone, or in writing, including email, regarding the possible violation. The Committee may also, but is not required to, contact the Occupant in the Respondent’s Lot, if any, regarding the possible violation. The Committee, in its sole discretion, may require the Respondent to set forth an explanation regarding the violation in writing. Any writings collected hereunder by the Committee shall be kept in the Association’s records and shall not be reproduced or distributed unless required by the Board of Directors or law.

- (iii) After evaluating the positions of the Complainant and Respondent, the Committee shall determine, in its sole discretion, whether there has been a violation. If the Committee determines that there has been no violation, the Committee shall notify both the Complainant and Respondent, and place a written statement to that effect in the Association’s records. If the Committee determines that there has been a violation, it shall mail a written notice of violation (“Notice”) to the Respondent by Certified Mail, Return Receipt Requested. The Notice shall set forth the date of Notice, details and date of the violation, any deadline for terminating the violation before the imposition of penalties and/or legal action, the dollar amount of any potential financial penalty, and the right to request a hearing before the Board of Directors to contest the finding of the violation or the potential financial penalty.
- (iv) For purposes of this paragraph, service of the Notice on one Owner shall be service on all Owners of the Lot. It is the Owners’ obligation to keep the Association notified of any change of address. Failure to do so will not affect the validity of service hereunder.
- (v) Subject to a Respondent’s request for hearing under subparagraph (c)(i), if the alleged violation is not corrected within the time set forth in the Notice or occurs again within the next twelve (12) months following service of the Notice, the Committee shall, in its sole discretion, satisfy itself that there is a repeated or continuing violation, at which time financial penalties pursuant to the Notice shall be assessed and/or the Association may initiate legal action to abate the violation.

b) Financial Penalties.

- (i) The Board of Directors hereby establishes the financial penalties for violation of or noncompliance with the Declaration, the Bylaws or these Rules by a

Respondent or Occupant, as follows:

	One-Time Occurrence	Continuing Occurrence
First Offense	\$100	\$50/day until resolved
Second Offense	\$200	\$50/day until resolved
Third or More Offenses	\$300	\$50/day until resolved

- (ii) The applicable penalty is determined by the type of violation. One- Time Occurrence penalties apply to a violation that constitutes a discrete incident (e.g., barking dog). Continuing Occurrence penalties apply to violations that are of a continuous nature, including, but not limited to, the Respondent’s refusal to remove an inappropriate structure from a Lot. The Committee may, in its sole discretion, determine that a violation is a One-Time Occurrence. The Committee may, in consultation with at least one (1) member of the Board of Directors if the Committee is not the Board of Directors, determine that a violation is a Continuing Occurrence.
- (iii) Any penalty assessed, if not voluntarily paid to the Association before the next scheduled payment of dues, will be added to the next billing statement and is payable within thirty (30) days thereafter. If, after a hearing or a waiver thereof, a violation or series of violations is deemed to have occurred, the penalties shall be assessed from the date of the first violation and added to the next billing statement. Any unpaid amount shall be charged against the Respondent’s Lot and will be collectible as any other assessment charged against the Lot. In the event the assessments are not paid in a timely manner, the Board of Directors may impose charges for late payments, recover legal costs for the collection of assessments and other actions to enforce the Rules of the Association, regardless of whether an action was initiated. Nothing herein shall operate to limit the Association’s remedies.
- (iv) Assessments of financial penalties may be waived in whole or in part or adjusted downward in the sole discretion of the Board of Directors. Waiver or adjustment in a particular case will not set a precedent in any other case.

c) Hearing Process.

- (i) Any Respondent who has received a Notice of violation resulting in the assessment of a financial penalty shall have an opportunity to request a

hearing for the purpose of contesting the violation or the financial penalty set forth in the Notice. The Respondent must contact the Committee in writing within ten (10) days following the date of service of the Notice and request a hearing. The Committee shall, within ten (10) days of receiving the request for hearing, schedule a formal hearing before the Board of Directors, who may be present in person or via teleconferencing technology. The Respondent must participate in person during the hearing and may have witnesses present. In the event a proper and timely request for a hearing is not made as provided herein, the right to a hearing shall be deemed forever waived.

- (ii) The Board of Directors may act as an impartial decision maker as that term is defined in C.R.S. § 38-33.3-209.5. Any member of the Board of Directors who has a direct personal or financial interest in the outcome of a hearing and, therefore, is incapable of acting as an Impartial Decision Maker, shall disclose such interest to the other members of the Board of Directors. The remaining members of the Board of Directors not having a direct personal or financial interest in the outcome of the hearing will determine if such member is disqualified as an Impartial Decision Maker and, therefore, from participating in the hearing. A member of the Board of Directors shall not be deemed to have a direct personal or financial interest in the outcome if he or she will not, as the result of the outcome, receive any greater benefit or detriment than will the general membership of the Association. If disqualification of members of the Board of Directors results in an even number of remaining members eligible to make a decision, the Board of Directors may appoint an Owner in good standing to serve as an Impartial Decision Maker. If disqualification of members of the Board of Directors results in no eligible members, the Board of Directors may appoint one (1) or more Owners in good standing to serve as Impartial Decision Makers.
- (iii) The Impartial Decision Makers may confer with witnesses or other members of the Board of Directors or the Committee before rendering a decision. A final decision will be rendered at the end of the hearing. In the event there are circumstances that prevent the Impartial Decision Makers from rendering its decision at the end of the hearing, a final decision will be made within five (5) days after the hearing, and the Respondent will be notified verbally and in writing of the Impartial Decision Makers' decision at that time.
- (iv) If, after the opportunity to be heard, a violation or series of violations is deemed to have occurred, the assessment of penalties shall be upheld from

the date of the first violation. The Respondent shall also be responsible for all expenses, if any, incurred by both parties in completing the resolution and hearing process.

- (v) If the Impartial Decision Makers overturn the assessment of penalties, the Managing Agent will refund any payment already made by the Respondent or, if no payment has yet been made, the assessment will be removed from the Respondent's next billing invoice. In that event, each party will be responsible for their own expenses, if any, incurred in completing the resolution and hearing process.

11. Dispute Resolution.

Except in connection with a proceeding regarding the violation of the Association Governing Documents or in connection with the collection of any past due assessments, fines or other charges, if a dispute ever arises between an Owner and the Association, the parties shall use the procedures set forth in the following provisions for any dispute that does not involve an imminent threat to the peace, health, or safety of the community.

- a) Negotiation. The Owner and the Association, or the Owners, shall attempt in good faith to resolve any dispute promptly by negotiations between persons who have authority to settle the controversy ("Representatives"). Any party may give another party written notice of any dispute not resolved in the normal course of business. Within twenty (20) days after receipt of said notice, Representatives of the parties to the dispute shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within sixty (60) days of the notice of dispute, or if the parties fail to meet within twenty (20) days, any party to the dispute may initiate mediation of the controversy as provided below.
- b) Mediation. If the dispute has not been resolved by negotiation as provided above, either party may give written notice to mediate ("Mediation Notice") and the parties shall endeavor to settle the dispute by mediation between their respective Representatives with a neutral third-party mediator. If the parties encounter difficulty in agreeing on a neutral third party, each of the Owner and the Association may appoint a neutral third party, and such third parties shall appoint a neutral third party to mediate.
- c) Arbitration. Any dispute which has not been resolved by mediation as set forth above within sixty (60) days of the date of the Mediation Notice, shall be finally settled

by binding arbitration conducted in accordance with the terms of this subparagraph, upon written demand for arbitration made by any party (“Arbitration Demand”) provided, however, that if one (1) party has requested the other to participate in mediation and the other has failed to participate, the requesting party may make demand for arbitration before expiration of such sixty (60) days.

- (i) As soon as reasonably possible following the Arbitration Demand, but not later than fifteen (15) days after the date of such Demand, the parties, in good faith, shall attempt to select a mutually acceptable arbitrator to hear and decide the matter or matters in controversy. In the event the parties cannot agree on a mutually acceptable arbitrator within thirty (30) days after the date of such Demand, each party shall appoint an unrelated third party within forty (40) days after the date of such Demand and, within fifteen (15) days of the date of the appointment of the last of such unrelated third parties, such third parties shall appoint an arbitrator to hear and settle the dispute in accordance with the terms and provisions hereof. If any party does not appoint an unrelated third party in a timely manner or if such third parties cannot or do not appoint an arbitrator in a timely manner, then any party may make application to the District Court for Park County, Colorado for appointment of an arbitrator.
- (ii) The arbitration shall be conducted by a single arbitrator and the decision of the arbitrator shall be final, enforceable, binding and unappealable to any court or tribunal, except as otherwise may be provided by Colorado law. Such decision shall be enforceable with the same force and effect as if issued by any court of competent jurisdiction. The decision of the arbitrator shall be based upon the evidence and facts presented by the parties and shall be in accordance with Colorado law. The arbitrator is not empowered to award damages in excess of compensatory damages.
- (iii) The costs of the arbitration, including reasonable attorney fees, shall be awarded to the prevailing party. If there is no prevailing party, such fees and costs may be awarded at the discretion of the arbitrator who, in making such award, shall assess the relative good or bad faith of the parties throughout the dispute.
- (iv) All arbitration proceedings shall be conducted to expedite resolution and minimize cost. Disclosures shall be required and discovery shall be allowed and both shall be governed by Rules 26-37 of the Colorado Rules of Civil

Procedure, as amended, except that upon application of either party, the arbitrator, in the interest of justice and efficiency, may limit discovery as such arbitrator deems appropriate.

- (vi) The place of arbitration shall be Park County, Colorado.
- d) Provisional Remedies. The procedures specified in this paragraph entitled Dispute Resolution shall be the sole and exclusive procedures for the resolution of disputes between an Owner and the Association, or between two (2) or more Owners; provided, however, that a party may seek a preliminary injunction or other provisional judicial relief if in its judgment such action is necessary to avoid irreparable damage or to preserve the status quo. Despite such action, the parties will continue to participate in good faith in the procedures specified herein.
- e) Performance to Continue. Each party is required to continue to perform its obligations under the Declaration, Bylaws and these Rules pending final resolution of any dispute.
- f) Extension of Deadlines. All deadlines specified in this paragraph may be extended by mutual agreement.
- g) Costs. Each party shall pay its own costs with respect to negotiation and mediation. The prevailing party in any arbitration or provisional judicial relief shall be entitled to reimbursement from the other party for all reasonable costs and expenses, including attorney fees in connection with such arbitration or provisional judicial relief.
- h) Notices. All notices or demands under this paragraph shall be in writing and provided in accordance to the addresses required to be provided by the Association, and the address of the Owner required to be kept on file by the Association.

12. Process for Amending the Declarations of Protective Covenants.

The Declaration of Protective Covenants may be amended by a two-thirds vote of the Lot Owners per CCIOA. Any owner may request to amend the Covenants by a request in writing submitted to the Board of Directors with proposed language and a description of the reasons/background for the amendment. The Board may also initiate and submit an amendment. The Board will review the request to assure the request is appropriate, to determine if the Covenants is the appropriate document for the request, is not covered by

existing Rules or other sections of the Covenants or contrary to CCIOA requirements. Unless determined by the Board to be of an urgent nature, all requests will be submitted at least annually to the membership. Ballots will be sent to all lot owners. If sufficient responses are not received after 15 days to approve or disapprove the amendment, a Second Request will be sent to owners who have not responded. If after an additional 15 days sufficient responses are not received, a Final Request will be sent. The amendment will be considered defeated if 15 days after the Final Request is sent, the amendment was not approved by two-thirds of the Owners.

13. Process for Amending these Rules, Regulations and Policies.

The foregoing Rules are subject to amendment as more fully provided for in Article 16 of the Bylaws.

Certification

The undersigned certifies that the foregoing Rules, Regulations and Policies of Glacier Ridge Association, Inc, (the "Association"), were adopted by the Board of Directors of the Association as of the 26th day of August 2023.

Lauri Hudgins-Boudreau

Secretary