



# **ALPINE MOUNTAIN RANCH & CLUB**

## **ALPINE MOUNTAIN SUMMIT CLUB**

### **CLUB RULES AND REGULATIONS**

#### **INTRODUCTION**

In March 2017, Corporex Realty Acquisitions LLC, a Kentucky limited liability company, (the "Company") purchased from SV Timbers, LLC (the predecessor company) the Summit Club Unit, at One Steamboat Place Condominiums at Apres Ski Way. At that time, the Company also acquired from SV Timbers, LLC, all rights and obligations as the owner of the Summit Club at One Steamboat Place. The Company has now changed the name from the Summit Club at One Steamboat Place to the Alpine Mountain Summit Club (referred to herein as the "Club").

The Club's Rules and Regulations, copy attached, together with the provisions of the Club's Membership Plan and each Member's Membership Agreement, will continue to serve as the Membership Documents for the Club, subject to future amendments. Any reference to SV Timbers, LLC or to the Company in the Membership Documents shall refer to Corporex Realty Acquisitions, LLC and any reference to the Summit Club at One Steamboat Place or to the Club in the Membership Documents shall refer to Alpine Mountain Summit Club.

Revision as of April 18, 2018  
Supersedes Previous Documents

**SUMMIT CLUB AT ONE STEAMBOAT PLACE**

**CLUB RULES AND REGULATIONS**

## PREAMBLE

These Club Rules and Regulations (“**Club Rules**”) are established for the Summit Club at One Steamboat Place (the “**Club**”) to promote the health, safety, welfare and enjoyment of the Members, their Families, and any other persons using and enjoying the Club Facilities and Benefits. The Company may amend these Club Rules from time to time in the Company’s sole discretion. All capitalized terms not defined herein shall have the meaning ascribed to them in the Membership Plan. Rules referencing Members shall be deemed to include reference to Family and any other users of the Club.

Following Opening, as defined below, the Club will be part of the luxury slope-side resort known as OSP Condominium at Après Ski Way (the “**Project**”) and is subject to the Condominium Declaration for OSP Condominium at Après Ski Way (the “**Declaration**”); the Condominium Map for OSP Condominium at Après Ski Way (the “**Map**”); and the Rules and Regulations for the Project (together, as amended from time to time, the “**Project Documents**”), all of which will be, at or prior to Opening, available to the Members at [www.onesteamboatplace.com](http://www.onesteamboatplace.com). The rights of the Members in the Club are derived, in part, from the rights of Occupants pursuant to and as defined in the Project Documents. All Members and their Family shall comply with the Project Documents.

As of the date of the adoption of these Club Rules, the Project is under construction and the Project Documents are not yet complete. The Club Facilities and certain of the Benefits and Services will not be available until the date on which the Project is open (the “**Opening**”), all as further described in the Membership Plan.

## **ARTICLE I GENERAL CLUB RULES**

1.1. Members, their Family and guests shall abide by all rules and regulations of the Club, including these Club Rules and including any rules posted at any Club Facility, as they may be amended from time to time. In addition, Members their Family and guests shall abide by the provisions of the Project Documents.

1.2. The Club Facilities shall be open on the days and during the hours as may be established by the Club. Use of the Club Facilities may be restricted or reserved from time to time by the Company or, to the extent permitted under the Project Documents, by the OSP Condominium at Après Ski Way Owners’ Association, Inc. (the “**HOA**”). Areas of the Club may also be closed for scheduled maintenance and repairs or closed to hold promotional events and other private special events, from time to time, as more particularly described in the Rules and Regulations and in the section of the Membership Plan titled “Use of the Club Facilities for Promotional Use.”

1.3. Alcoholic beverages will not be served or sold, nor permitted to be consumed, at the Club in any manner prohibited by law. The Company reserves the right, in its sole discretion, to refuse service to a Member, their Family or guest when that Member, Family member or guest appears to be intoxicated.

1.4. All food and beverages consumed on the Club Facilities must be furnished by the Club unless otherwise permitted.

1.5. Unless expressly permitted by the Company, children under 16 years of age are not allowed at the Club Facilities unless accompanied and supervised by an adult. Members are responsible for the conduct and safety of their children, and the children of their Family and guests, when at the Club. Children of all ages are expected to adhere to the same rules and regulations that govern adult Members.

1.6. Guest use of the Club Facilities is permitted only with the prior express permission of the Company. Guests must be accompanied by the Member and are not entitled to the full privileges of membership. Guest privileges may be permitted, modified and terminated in the sole discretion of the Company, from time to time, and may include limitations, especially during peak times, on use of certain Club Facilities and Benefits and limitations on the number of permitted guests. The Company may also establish guest usage fees for use of certain Club Facilities and Benefits. Fees may also apply for special events and activities. The Company will endeavor to provide advance notice to the Members of the scope of permitted guest use, any limitations on guest usage and guest fees. Guest charges that are not paid for by the guest will be charged to the sponsoring Member's Portfolio. Unaccompanied guests are not permitted on the Club Facilities at any time except that, in exceptional circumstances, a Member may seek the permission of the Company for such use in advance thereof and the Company may elect to give such approval.

1.7. Dogs, other pets and animals of any kind are not permitted within the Club Facilities, except properly licensed and certified service animals for disabled persons or except when specific written permission is granted by the Manager. A Member is responsible for any damage or loss caused by an animal owned or under the control of a Member.

1.8. No smoking is permitted in the interior Club Facilities. Members smoking in exterior areas will comply with all Club Rules and Project Documents, including without limitation, clearance from entryways, disposal of refuse and prohibition against offensive odors.

1.9. Boot warmers within the locker room of the Club Facilities are available on a first-come, first-served basis while Members are on-site at the project or in the Steamboat Springs area. Boots may not be left long-term on the boot warmers, and if the Company determines (at its sole and absolute discretion) that boot warmer privileges are being abused, the Company may remove the boots to the lost and found, after which the provisions of Article VII will apply.

1.10. Commercial advertisements shall not be posted or circulated in the Club nor shall solicitations of any kind be made in the Club Facilities without the prior approval of the Company. Other than as permitted in writing by the Company, no petition shall be originated, solicited, circulated or posted on Club property. No Member shall use Club stationery in any manner which might imply authorization has been given by the Club for such use without the Club's written authorization.

1.11. The Company is the sole owner of the service name and mark "Summit Club at One Steamboat Place," together with all logos and indicia related to such name and mark, and all promotional and informational materials prepared by the Company. No Member shall use the Company's marks or materials, nor advertise or publish announcements concerned the Club, the Club Facilities or Membership, without the prior written consent of the Company, which may be withheld and conditioned in its sole discretion.

1.12. It is contrary to the Club's policy to have the Club Facilities used for functions or fund raising efforts for the benefit of a political cause, except as specifically permitted by the Company.

1.13. The Club Facilities shall not be used in connection with organized religious services or other activities except as may be approved by the Company.

1.14. Members, their Family and guests may not abuse any of the Club's employees or agents, verbally or otherwise. All service employees of the Club are under the supervision of the Company or the designated Manager and no Member shall reprimand or discipline any employee or agent, nor shall a Member request an employee or agent to leave the Club Facilities for any reason, nor shall a Member permit his or her Family or guest to do the same. Any employee or agent not rendering courteous and prompt service should be reported to the management of the Club immediately.

1.15. Members, their Family and guests should not request special personal services from employees or agents of the Club who are on duty or the personal use of the Club's furnishings or equipment which are not ordinarily available for use by Members.

1.16. Members, their Family and guests shall not engage in any conduct that negatively affects the welfare, safety, harmony, or good reputation of the Club or the other Members. Without limiting the generality of the foregoing, firearms and all other weapons of any kind are not permitted on Club property at any time, and illegal drugs of any kind are prohibited on Club property.

1.17. Memberships are exclusively for the purpose of Members to obtain recreational use of the Club for themselves, their Family and permitted guests. Any attempted rental or assignment of use rights related to a membership shall be grounds for discipline.

1.18. It is expected that Members, their Family and guests will choose to dress in a fashion befitting the surroundings and atmosphere provided in the setting of the Club. The Club may publish dress requirements from time to time. Without limiting the generality of the foregoing, shirts and shoes must be worn at all times when on Club Facilities.

1.19. Violation of any of these rules or conduct in a manner prejudicial to the best interests of the Club will subject the person in violation to disciplinary action by the Club in accordance with these Club Rules or the other Membership Documents.

1.20. The personnel of the Company and any Manager will have full authority to enforce these Club Rules and any infractions should be reported to the management of the Club.

1.21. All complaints, criticisms or suggestions of any kind relating to any of the operations of the Club or its employees must be in writing and sent by the Member to the membership liaison at the address for the Company set forth in the Membership Plan (the “**Membership Office**”). Errors in billing charges should also be directed to the attention of the Membership Office.

1.22. In no event shall the Club discriminate against any individual because of the individual’s race, color, religion, sex, national origin, age, handicap or marital status.

## **ARTICLE II MEMBERSHIP CARDS**

2.1. The Club may (but shall not be obligated to) issue a “**Membership Card**” to the Member and the Member’s Immediate Family. Membership Cards will only be issued upon payment of dues by the Member. Membership Cards will not be issued to children under the age of 10. If the Club issues Membership Cards to Members and Family users, Members and their Families must have their Membership Card with them at all times while using the Club Facilities and enjoying the Benefits of the Club. Membership Cards will not be transferable and may not be used by any person other than the person to whom it is issued. In order to protect Members from improper charges, the Club may (but shall not be obligated to) require Membership Cards, if issued, to be presented at the point of sale for all transactions.

2.2. Membership Cards, if issued, will be delivered to the Members at the address designated by the Member or held for pick-up at the Membership Office as determined by the Company.

2.3. In the event of a lost or stolen Membership Card, the Club must be notified immediately. The Member’s Portfolio and charge account will be canceled and the Club will issue a new Membership Card number. Until notification of Membership Card loss or theft is received in writing by the Club, the Member shall be responsible for all charges placed on the account. A card replacement fee as determined by the Club may be charged for lost or stolen Membership Cards or in any situation where the Club account number is changed.

2.4. Each Member may receive such identification decals and other insignia as the Club may from time to time designate, and shall display such insignia as required by the Club.

## **ARTICLE III MEMBER CHARGING PRIVILEGES AND GRATUITIES**

3.1. Annual Dues and other fees and charges will be billed and paid in accordance with the Membership Plan.

3.2. The Member will be entitled to credit and charge privileges at the Club so long as his or her Membership is in good standing. Members shall provide the Club with one credit card to which the Member authorizes the Company to charge fees, dues and charges in accordance with the terms and conditions of the Membership Documents and the Member shall substitute such credit card with another credit card when it expires or as otherwise appropriate. Cash payments will not be permitted unless otherwise determined by the Company from time to time.

Members will receive a written statement of any fees and charges charged to the Member's Portfolio on a quarterly basis.

3.3. For the convenience of all Members, a gratuity percentage, as determined from time to time by the Company, may be added to any or all spa services and food and beverage sales. With respect to any sales or services that are invoiced at the time of sale or service, a Member may increase or decrease the gratuity percentage by signing the ticket invoice and changing the amount of the gratuity as the Member deems appropriate.

3.4. Cash tipping by Members is discouraged.

3.5. It is customary for the Club to send a letter providing an opportunity for Members to contribute to a holiday fund for all Club employees and a suggested contribution. Payment of such contribution will be voluntary and will be included on the contributing Member's November bill. This holiday fund provides the Members with an opportunity to show their appreciation to Club employees during the holiday season. Club management shall be responsible for the distribution of these funds.

#### **ARTICLE IV MAILING ADDRESSES**

4.1. Each Member shall be responsible for filing with the Membership Office, in writing, an electronic mail address and any changes thereto, where the Member wishes all notices and invoices of the Club to be sent. A Member shall be deemed to have received notices and other items from the Club 10 days after they have been electronically mailed to the e-mail address on file with the Club.

4.2. The Club must be notified in writing of any change of electronic mail address. Failure to do so shall constitute a waiver of the right to receive Club notices, bulletins and any other communications, and a violation of these Club Rules.

4.3. The roster or list of Members of the Club is the confidential and proprietary information and property of the Company. Members shall not use the roster or list of Members of the Club for solicitation or commercial purposes. The Company respects the privacy of the Members and will take reasonable measures to protect the privacy of nonpublic personal information of the Members in accordance with the Club privacy policy, which is available for Member review at [www.onesteamboatplace.com](http://www.onesteamboatplace.com).

#### **ARTICLE V CLUB SERVICES AND ACTIVITIES**

5.1. The Club provides a variety of social, cultural and recreational events in which all Members are encouraged to participate. Special events and functions in which Members, their Family and/or guests may participate may be scheduled from time to time at the discretion of the Company.

5.2. Access to and use of Benefits and Club Facilities will generally be on a first-come, first-served basis, and reservations for special tables or other areas within the Club

Facilities will not generally be accepted. The Club may schedule certain events at the Club Facilities or offer certain Benefits or Services that require (as determined by the Club) advance reservations, in which case reservations will be accommodated on an “as available” basis, and shall be accepted on a first-come, first-served basis by pre-registering with the appropriate personnel of the Club. Members are asked to assist in maintaining required service levels by making reservations during any specified reservation periods. The courtesy of providing notice of necessary changes or cancellations is requested no later than the day prior to the scheduled event.

5.3. The Club will cause Services through the Spa or the Restaurant at the Project and Services or events coordinated by the HOA at the Club Facilities to be made available at the same pricing and priority level as offered to owners of residences or residential interests at the Project.

## **ARTICLE VI PARKING**

6.1. The Project includes a parking garage which is divided into Limited Common Elements appurtenant to the Commercial Units and an area designated as Limited Common Elements appurtenant to the Residential Units and the Social Club Unit (the latter is referred to herein as the “Garage”). In addition, certain spaces in the Garage may be specifically assigned to residence owners, and to employees at the Project. “No Parking” signs and other Garage rules as posted or published to the Members must be observed. Violators may be towed at the Member’s expense.

6.2. The Garage will be open for each Member to park at least one passenger vehicle per day during posted operating hours on a first come, first served, space available basis. Members must register their vehicles with the Club and display the Membership Card, Club decal or other insignia on the vehicle in order to utilize the Garage. Unauthorized vehicles may be denied access to the Garage or be ticketed or towed by the Manger at the owner’s expense. Overnight storage of vehicles is not allowed. The Club and the Company shall bear no liability or responsibility whatsoever for any damages or costs resulting from the towing or ticketing of unauthorized vehicles.

6.3. Self-parking is permitted during most days; provided, however, the Company may require that Members use valet services, from time to time, including during periods of high occupancy at the Project.

## **ARTICLE VII LOSS OR DESTRUCTION OF PROPERTY**

7.1. Ski storage through the ski concierge is available during the ski season only, and skis or other equipment may not be left in storage for more than thirty (30) days following the closure of the Steamboat Springs ski area in any year. Any such skis or equipment left for more than such period, any boots removed from the boot warmers pursuant to Section 1.6, and any other personal property which may have been left in or at the Project outside of the Member’s assigned locker for six months or more may be sold by the Company, with or without notice, at a



public or private sale, or may be otherwise disposed of, and the proceeds, if any, may be retained by the Company.

7.2. No person shall remove from the room in which it is placed or from the Club's premises any property or furniture belonging to the Club without proper written authorization. Every Member of the Club shall be liable for any property damage caused by the Member, their Family or guests. The cost of such damage shall be charged to the responsible Member's Portfolio.

7.3. All users of the Club Facilities or Benefits are bound by and subject to the release and indemnification provisions set forth in Article X of the Membership Plan.