

SNOW PLOW REGULATION

Adopted November 27, 1993
Revised effective September 1, 1995
Revised March 3, 1998
Revised April 8, 1998
Revised February 15, 2005

1. Title. This regulation shall be known as "Snow Plowing Regulation."
2. Purpose. The purpose of this regulation is to require the annual licensing and limited regulation of all persons or entities who use vehicles, to plow, remove or strip snow or ice from private property within Beaver Creek for a profit and to provide the Beaver Creek Resort Company of Colorado, a Colorado non-profit corporation (the "Resort Company"), with necessary information concerning the activities of such persons or entities to protect the property, health, welfare, peace and safety of residents, Guests, Owners, business operations and employees. The Resort Company has the power to amend this regulation from time to time, without notice, to ensure adequate coverage of the issues discussed herein and other issues which may hereafter arise.
3. Definitions. Unless otherwise stated, all capitalized terms used herein shall have the meanings given to them in the Amended and Restated General Declaration for Beaver Creek, Eagle County, Colorado as recorded with the Clerk and Recorder of Eagle County, Colorado on December 27, 1979 in Book 296 at Page 446 as amended from time to time (the "Declaration"). As used in this regulation, the following terms shall have the following meanings:
 - 3.01 "Driver" means any person employed or engaged, by or on behalf of, an Operator to use vehicles to plow, remove or strip snow or ice from private property within Beaver Creek for a profit.
 - 3.02 "License" means the Snow Plowing License issued by the Resort Company pursuant to the terms and conditions outlined in this regulation.
 - 3.03 "License Year" means the twelve-month period beginning November 1st and ending on October 31st of the succeeding calendar year.
 - 3.04 "Operator" means any person, firm, partnership, limited liability company, corporation, association or other entity which uses vehicles to plow, remove or strip snow or ice from private property within Beaver Creek for a profit.
4. License Required. No Operator shall engage in snow plowing or other similar services involving the plowing, removal or stripping of snow or ice from private property anywhere within Beaver Creek for a profit without a valid License. The License issued to an Operator under this regulation shall cover both the Operator and all of its Drivers.
5. Administration. The Resort Company and its designated officers, employees and agents shall administer this regulation. In administering this regulation, the Resort may:
 - 5.01 collect License fees and issue receipts therefor;
 - 5.02 adopt all forms and prescribe the information to be given therein;

- 5.03 promulgate and enforce all reasonable rules and regulations necessary to the operation and enforcement hereof;
- 5.04 investigate and determine the eligibility of each applicant for a License; and
- 5.05 investigate, determine and order the revocation or suspension of a License for violation by the Operator of any provision of this regulation.

6. License Issuance.

6.01 To obtain a License, an Operator must:

- (a) complete, execute and deliver to the Resort Company an application for a License on such form as may be required by the Resort Company;
- (b) deliver to the Resort Company a certificate issued by a qualified insurance company, stating that the insurance policies required by subsection 11.01 of this regulation have been issued to the Operator, listing the minimum limits of each, effective policy numbers, the name of the insured, and the effective and expiration dates of the policies; and
- (c) provide the Resort Company with any additional information that it may require.

No Operator shall be issued a License unless and until the Operator shall have satisfied each of the foregoing requirements in the Resort Company's sole and absolute judgment.

6.02 Licenses shall be issued in such form as the Resort Company may from time to time prescribe and shall set forth the following information:

- (a) the Operator's name, business address and telephone number;
- (b) the state driver's license numbers of all Drivers providing snow plowing services under the License;
- (c) the makes, models, serial numbers, and state license plate numbers of all vehicles to be used for snow plowing;
- (d) the period for which the License is issued;
- (e) a statement that the License is not transferable in any manner;
- (f) a statement that the License is subject to the provisions of this regulations; and
- (g) any additional information that the Resort Company may from time to time require.

6.03 The Resort Company may deny an application for a License in its sole and absolute discretion if:

- (a) the Operator applying for the License is not qualified or licensed to engage in such business under applicable federal or state law; or
- (b) The operator has had a License suspended or revoked pursuant to the provisions of subsection 12.01 below.

In the event an application is denied, the Resort Company shall deliver to the Operator a written order of denial which states the reasons therefor, together with a refund of the License fee submitted with the application.

7. Term, Renewal and Transferability of License.

- 7.01 The fee for a License shall be \$100.00. Effective November 1, 1998 the License fee shall be \$200.00. The entire fee shall be payable for each License Year or any portion thereof and shall be nonrefundable except as expressly provided to the contrary herein.
- 7.02 Each License issued under this regulation shall be valid for the current License Year, unless sooner revoked or suspended by the Resort Company.
- 7.03 Operators may request renewals of their Licenses in the same manner as they originally applied for their Licenses.
- 7.04 Licenses issued under this regulation are not transferable in any manner.

8. Operators' and Drivers' Obligations.

- 8.01 Every Operator shall at all times:
 - (a) comply with, and ensure that all of their Drivers comply with, all applicable provisions of (i) the Declaration, (ii) any Supplemental Declaration, and (iii) the Articles of Incorporation, Bylaws and Rules and Regulations of the Resort Company;
 - (b) pay any and all assessments due to the Resort Company including but not limited to the Common Assessment and the Civic Assessment;
 - (c) comply with, and ensure that all of their Drivers comply with, the Beaver Creek Internal Road Regulations adopted by the Beaver Creek Metropolitan District in connection with use of the roads within Beaver Creek;
 - (d) comply with, and ensure that all of their Drivers comply with, all federal, state and local laws, ordinances and regulations applicable to a snow plow operator or a licensed driver within the State of Colorado;
 - (e) avoid, and ensure that all of their Drivers avoid, any illegal, dangerous or harmful practices or conditions which may be detrimental to the property of others or the general health, welfare, peace or safety of Beaver Creek;
 - (f) provide such information and documentation, and permit such investigation and inspection, as the Resort Company shall reasonably request;

- (g) obtain, and ensure that all of their Drivers obtain, expressed permission or invitation from an Owner or Lessee of a Site before performing snow removal services on such Site;
- (h) neither push, deposit nor leave, and ensure that none of their Drivers push, deposit or leave, snow on any public or private street, way, or park unless such action has been approved in writing by the Resort Company or its designated representative prior thereto;
- (i) refrain, and ensure that all of their Drivers refrain, from depositing snow in any area where such deposit would impede the vision of anyone driving a motor vehicle on a roadway or private driveway within Beaver Creek; and
- (j) not engage, and ensure that their Drivers do not engage in any practice, or allow any condition to exist, which might endanger the safety of any person or pose a hazard to any property when plowing, removing or stripping snow within the Resort.

8.02 An Operator shall immediately notify the Resort Company in writing of:

- (a) any change in the Operator's business address;
- (b) any permanent addition or deletion of a vehicle to be used for snow plowing to or from the Operator's operations;
- (c) any property that the Operator services that was not listed on the Operator's application for its License;
- (d) any accident within Beaver Creek involving any of the operator's vehicles; and
- (e) any injury to persons or damage to property within the Beaver Creek involving any of the Operator's vehicles.

9. Operation of Vehicles and Machines Used for Snow Plowing. Each vehicle or other machine used for snow plowing or snow removal within Beaver Creek shall:

- 9.01 conspicuously display a copy of the License issued to the Operator of such vehicle;
- 9.02 visibly display on the exterior portion of the vehicles the vehicle identification number provided by the Resort Company at the time of License issuance;
- 9.03 have a flashing yellow light on the roof of the vehicle when it is engaged in plowing activities;
- 9.04 be maintained in good condition, order and repair at all times; and
- 9.05 except in the case of an emergency, not be operated for the purpose of snow plowing or snow removal between the hours of 1:00 a.m. and 5:00 a.m.; for purposes of this subsection the term "emergency" shall mean a snow fall event in which 12 inches or more of snow has fallen within the twenty-four hour period immediately prior to the snow plowing or snow removal activity, as well as any other circumstances that presents an immediate risk to health or safety,

provided, however, that the accumulation of snow of less than 12 inches shall not be considered, without additional attendant circumstances, to be a circumstance that presents an immediate risk to health or safety.

10. Responsibility and Indemnification.

10.1 Each Operator shall be responsible for the violation of any provision of this regulation by any of the Operator's Drivers or other employees.

10.2 The holder of any License issued under this regulation shall indemnify, defend and hold harmless the Resort Company, its officers, agents and employees from and against any and all claims, actions, demands, judgments, costs and expenses of any kind or nature, asserted against or incurred by any such entity or individual, which arise out of or are in any way connected with the snow plowing operation conducted at Beaver Creek by such License holder.

11. Insurance Requirements.

11.01 No License shall be issued or remain in effect unless the Operator, at the Operator's expense and without cost to the Resort Company, shall procure, maintain in force, and on file with the Resort Company, a general liability policy that (i) covers bodily injury, including death, in the amount of \$500,000.00 for any one person and in the amount of \$500,000.00 for two or more persons in any one accident, (ii) covers injury to or destruction of property of others in the amount of \$200,000.00 for any one accident; (iii) names the Resort Company as an additional insured; and (iv) provides that there shall be no termination or material change in the coverage provided thereby without thirty days' prior written notice to the Resort Company.

11.02 Such insurance coverage constitutes a minimum requirement and shall in no way be deemed to limit or lessen the liability of an Operator.

12. Violations.

12.01 If an Operator or Owner shall violate any provision of this regulation, the Resort Company may, in its discretion:

- (a) impose a fine or fines on the Operator and/or Owner in an amount not to exceed \$250.00, in the aggregate, for any one violation;
- (b) suspend the Operator's License;
- (c) revoke the Operator's License; and
- (d) seek and obtain any and all other remedies available to the Resort Company at law or in equity.

12.02 Whenever any License is suspended or revoked, no part of the fee or fees paid therefor shall be returned or refunded to the Operator.

12.03 Any Operator may have the decision of the Resort Company with respect to any fine, suspension or revocation imposed by the Resort Company, reviewed by the Resort

Company's board of directors, by delivering written notice to the Resort Company's Administrator at Beaver Creek Resort Company, P.O. Box 5390, Avon, Colorado 81620-5390, Attention: Administrator, in accordance with the Resort Company's Fine and Penalty Appeal Regulation. The Resort Company's board of directors shall review such decision pursuant to said regulation.

13. Revenue Disposition. The license fees collected by the Resort Company or the Licensing Agent under this regulation shall be general revenues which shall be credited to the general funds of the Resort Company.

APPLICATION FOR SNOW PLOWING LICENSE

Renewal (# _____) _____
New _____

Date of Application: _____
License Fee: \$200.00

1. Name of Business: _____
2. Names of Principals: _____
3. Address: a. Business: _____
City: _____ State: _____ Zip: _____
b. Principals: _____
City: _____ State: _____ Zip: _____
4. Telephone Number: a. Business: _____ b. Principals: _____
5. Ownership of Business: a. Corporation _____ b. Partnership _____
c. Other (Explain) _____
6. Driver's License Number: _____ State: _____
7. Colorado State Employer Identification Number: _____
or, if self-employed, Social Security Number: _____
8. Description of Vehicle & Equipment used for snow plowing:
 - a. Make and Model: _____
 - b. Vehicle Serial No: _____ c. License Plat No.: _____
 - d. Vehicle owned by: (if other than Applicant) _____
 - e. Equipment: _____
 - f. Equipment owned by: (if other than Applicant) _____
9. Description of property being plowed: _____

Name of Owner or Lessee: _____

(Attach additional sheet of paper if several properties being plowed)

The undersigned hereby applies for a Snow Plowing License in the Beaver Creek Resort, as required by Beaver Creek Resort Company's regulations entitled "Snow Plowing Regulation", a copy of which has been received by the Applicant. Applicant hereby certifies to the Resort Company and agrees as follows:

1. It has reviewed (a) the Amended and Restated General Declaration of Beaver Creek, (b) the related Supplemental Declarations, and (c) the Articles of Incorporation, Bylaws, and Rules and Regulations of Beaver Creek Resort Company, all as presently in effect; and it will comply with all of the provisions thereof;
2. Without limiting the generality of the foregoing, Applicant will (a) pay when due, all assessments due to Beaver Creek Resort Company, including but not limited to the Common Assessment and the Civic Assessment; (b) timely file all required reports in connection with any such Assessments; and (c) comply with all laws and regulations applicable to its snow plowing business;
3. Applicant will avoid any illegal, dangerous or harmful practices or conditions which are detrimental to the property of others as to the general health, welfare, peace or safety of Beaver Creek Resort;
4. Applicant will refrain from engaging in business in the Beaver Creek Resort during any period when its license is revoked or suspended;
5. Applicant will provide such information and documentation, and permit such investigation of and inspection of its Business as Beaver Creek Resort Company may from time to time reasonably request;
6. Applicant recognizes that "Beaver Creek" is a registered servicemark of Vail Associates, Inc.;
7. Applicant understands (a) that the roads within the Beaver Creek Resort are limited access roads, (b) that it must comply with all of the rules and regulations applicable to the use of such roads, and (c) that it may be prohibited from using such roads if it fails to comply with such rules and regulations; and
8. Applicant has received expressed permission or invitation or has entered into a lease agreement with owner of Premises to perform Business on Premises.

IN WITNESS WHEREOF, Applicant hereby signs this application as of the date above written.

Applicant

Application and applicable fee received this _____ day of _____, 20____.

Beaver Creek Resort Company of Colorado