

BEAVER CREEK RESORT COMPANY OF COLORADO

MARIJUANA REGULATION

Adopted January 23, 2020

1. Title. This regulation shall be known as “Marijuana Regulation”.
2. Purpose and Scope. The primary function of the Beaver Creek Resort Company of Colorado (the “Resort Company”) is to enhance the overall quality of the experience afforded the members of the Resort Company and their guests and visitors to the Beaver Creek Subdivision, Eagle County, Colorado (the “Resort”). To this end, the Resort Company has promulgated the following rules and regulations which shall apply to all land and property within Beaver Creek.

The Resort Company has the power to amend these rules and regulations from time to time, without notice, to ensure adequate coverage of the topics discussed herein or other topics which may arise through the growth of the area.

3. Definitions.

- 3.1. “Industrial Hemp” means a plant of the genus cannabis and any part of the plant, whether growing or not, containing a delta-9 tetrahydrocannabinol concentration of no more than three-tenths of one percent on a dry weight basis.
- 3.2. “Marijuana” means all parts of the plant of the genus cannabis whether growing or not, the seeds thereof, the resin extracted from any part of the plant, and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or its resin, including marijuana concentrate. “Marijuana” does not include Industrial Hemp, nor does it include fiber produced from the stalks, oil, or cake made from the seeds of the plant, sterilized seed of the plant which is incapable of germination, or the weight of any other ingredient combined with marijuana to prepare topical or oral administrations, food, drink, or other product.
- 3.3. “Marijuana Products” means concentrated marijuana products and marijuana products that are comprised of marijuana and other ingredients and are intended for use or consumption, such as, but not limited to, edible products, ointments, and tinctures.
- 3.4. “Medical Marijuana Business” means a Medical Marijuana Store, a Medical Marijuana Product Manufacturer, a Medical Marijuana Cultivation Facility, a Medical Marijuana Testing Facility, a Medical Marijuana Business Operator, a Medical Marijuana Transporter, or a Marijuana Research and Development Facility; (each as defined under C.R.S. 44-10-103).
- 3.5. “Residential Property” A single-family dwelling, multi-family dwelling, duplex, or other dwelling unit.

- 3.6. “Retail Marijuana Business” means a Retail Marijuana Store, a Retail Marijuana Cultivation Facility, a Retail Marijuana Products Manufacturer, a Retail Marijuana Testing Facility, a Retail Marijuana Business Operator, a Retail Marijuana Transporter, and Licensed Hospitality Businesses; (each as defined under C.R.S. 44-10-103).
4. Marijuana Businesses Prohibited. Medical Marijuana Businesses and Retail Marijuana Businesses are hereby prohibited at any location in the Resort. It is a violation of this Resort Company regulation for any person to operate, cause to be operated, or permit to be operated in the Resort a Medical Marijuana Business or Retail Marijuana Business.
5. Cultivation of Marijuana on Residential Property.
 - 5.1. On their Residential Property, a person 21 years or older, may grow, process or transport no more than six marijuana plants, with three or fewer being mature, flowering plants, and possess the marijuana produced by the plants on the Residential Property where the plants were grown, provided that:
 - a. The growing takes place in an enclosed, locked space;
 - b. The marijuana is not cultivated outdoors;
 - c. The marijuana is not made available for sale;
 - d. The growing is not conducted openly or publicly, and is not observable from the outside of the Residential Property. Examples of observable violations include, but are not limited to:
 - i. Common visual observation;
 - ii. Any signs displayed regarding the marijuana;
 - iii. Perceptible odors from outside of the Residential Property; or
 - iv. Any increase in light pollution or glare.
 - Notwithstanding the foregoing, any medical marijuana cultivation may be conducted in accordance with Colorado state law.
 - 5.2. Safety
 - a. The cultivation of marijuana on Residential Property shall meet all applicable legal requirements and all Resort Company rules and regulations.

- b. The use of flammable gas as a solvent in the extraction of tetrahydrocannabinol or any other cannabinoid is prohibited on any Residential Property or within the Resort.
6. Possession and Consumption of Marijuana. All possession and consumption of Marijuana or Marijuana Products within the Resort shall be in accordance with Colorado state law.
7. Enforcement, Violations and Penalties.
 - 7.1. If any person shall violate any provision of these rules and regulations, the Beaver Creek Resort Company may, in its discretion, impose a fine or fines against such person.
 - 7.2. This regulation may be enforced by the Beaver Creek Resort Company, the Beaver Creek Resort Company Security Department, any authorized agent of any of the foregoing or the activity may be referred to local law enforcement. Any member, guest or visitor of the Resort Company who violates any provision of this regulation shall be subject to a fine by the Resort Company. The standard enforcement procedure shall be as follows:
 - i. First Violation: Written Warning. Warnings will be documented. Email will be considered an acceptable method for Written Warnings.
 - ii. Second Violation: Fine in the amount of \$250, written and documented.
 - iii. Third Violation and beyond: Fine in the amount of \$500, written and documented, and any other penalty permitted hereunder.
 - 7.3. Appeal of a fine must be made according to the Fine and Penalty Appeal Regulation Provisions.
 - 7.4. In addition to any Fines listed above, upon a violation of this regulation, the Resort Company may seek an injunction to restrain a person from any further violation of this regulation, such remedy being in addition to all other remedies available at law, equity or otherwise. Should the Resort Company prevail in seeking an injunction, in addition to any Fines imposed, the person in violation of this regulation shall be responsible for the Resort Company's reasonable expenses and costs, including but not limited to reasonable attorney's fees, for enforcing this regulation.
 - 7.5. It is the intent of the Resort Company that each of the enforcement mechanisms and penalties described in this regulation shall be in addition to and not in lieu of any other enforcement mechanisms and penalties that may be available to the Resort Company.