

## **THE LODGE AT RIVERBEND HOMEOWNERS ASSOCIATION POLICIES, RULES AND REGULATIONS – Updated July 2018**

The major policies, rules, and regulations are adopted by the Executive Board of The Lodge at Riverbend Homeowners Association, pursuant to the authority granted in Condominium Declaration for The Lodge at Riverbend, the Articles of Incorporation and the Bylaws, which are in force and effect as of June 17, 2003.

**ALL OWNERS AND NON-OWNER OCCUPANTS, GUESTS, RENTERS AND EMPLOYEES WILL COMPLY WITH THESE RULES AND REGULATIONS AS WELL AS OTHER POSTED RULES, REGULATIONS OR POLICIES.**

1. Responsibility. All Owners are responsible for the conduct of their tenants and guests. Owners will ensure that tenants and guests are aware of and comply with these Rules and Regulations, or any other posted rules and regulations by the Board or the Managing Agent. Owners with rental properties will, at all times, display the most current Rules and Regulations within their Unit. Owners will be responsible for payment of all fines or other charges relating to their tenant and/or guest's failure to comply with the Rules and Regulations.
2. Access. Common sidewalks, driveways, entrances, and passageways will not be obstructed or used for any other purpose than ingress and egress. Personal property or pets will not be left or stored on the Common Elements.
3. Owners Lounge and Hot Tub. This Section is posted within the Owners Lounge and hot tub area. All Owners are entitled to use the Owners Lounge at any time it is open for use according to posted hours.

### Owners Lounge Use

- a. Special Functions. If any Owner plans to hold a special function or party in the Owners Lounge, may be scheduled on a first come, first serve basis on the calendar posted in the Owners Lounge prior to the scheduled function. Owners using the Owners Lounge will be responsible for all cleanup and damages.

### Hot Tub Use:

- a. There is no attendant in the Owners Lounge.
- b. It is *mandatory* that all persons shower before using the hot tub. *This is Colorado State Health Department regulation.*
- c. Children under age **13** must be supervised by an adult at all times when on the premises.
- d. **NEVER** leave a child out of eye contact in or near the hot tub.
- e. **Infants** should not be in the hot tub at any time due to potential heart and blood pressure concerns.

- f. Proper swimsuit attire must be worn. No sweatshirts, T shirts, cutoffs, etc. are permitted.
- g. **NO alcohol, NO smoking, NO drugs** are allowed on the premises at any time.
- h. Glass items, or breakable containers, are **NOT** permitted in, or near the hot tub.
- i. Please do **NOT** consume food or beverages in the hot tub at any time.
- j. Do **NOT** use any electrical appliances (including radios, cell or cordless phones) while in the hot tub at any time.
- k. If you have a skin rash, infectious disease, or open wound, do **NOT** use the hot tub at all, to prevent spread of infection.
- l. Limit hot tub soaking to 15 minute sessions maximum - especially the young and elderly.
- m. Water quality maintenance is conducted routinely. Occasionally a water change is necessitated due to excessive use. If water is unusually cloudy, do **NOT** enter and call the Managing Agent for servicing.
- n. Please ensure water level remains above the highest jets. Failure to do so could damage the system and you may be held responsible.
- o. Hot tub water temperature is usually maintained between 100-104" F. If above 104" do **NOT** enter and call the Managing Agent for advice. If water temperature is below 100' record the actual temperature and check back in about 30 minutes, it should have risen as a water change may have recently occurred. If not, call the Managing Agent for servicing.

4. Trash Enclosure. The trash enclosure is located outside the underground parking garage for Owners' use in disposal of their trash. The doors to the trash enclosure are to be closed at all times and Owners are requested to close the doors to the trash enclosure after depositing their trash.

5. Storage on Decks and Common Element Storage Locker Room. No storage will be permitted on a deck of any Unit. Items which are allowed on decks will be defined by the Board. Storage of items such as beach chairs, patio furniture, or cushions will not be permitted in the common areas of the Common Element Storage Locker Rooms. The Storage Lockers are for storage of ski equipment, and other items as determined by the Board. Owners using the Common Element Storage Locker Rooms will keep the area free of debris and trash at all times. Only Owners of Units will have access to the Storage Locker Room, except as otherwise determined by the Board. The Association assumes no liability and will not be liable for any loss or damage to articles left or stored in any Unit, Common Element Storage Locker Room or on any Common Element.

6. Parking Restrictions. Licensed motor vehicles will be parked only within designated parking areas. Any traffic flow markings and signs regulating traffic or parking on the Project will be strictly observed.

- a. Any unauthorized vehicle parked in the garage parking space designated on the Map to a Unit will be given a 4-hour notice of the Association's right to tow. All expenses incurred from towing will be charged to the offending vehicle owner, or to the Owner of the Unit to which the vehicle is associated. The Executive Board reserves the right to make such determination.

- b. No portion of the Common Elements will be used as parking, storage, display or accommodation area for any type of oversize vehicles, such as large trucks (over 7500 pounds or 22 feet in length), house trailer, camping trailer, boat trailer, hauling trailer, motor home, running gear, boat or accessories thereto.
  - c. No abandoned or inoperable vehicles of any kind will be stored or parked on the Project. An "abandoned or inoperable vehicle" will be defined as any automobile, truck, motorcycle, van, recreational vehicle or other device for carrying passengers, goods or equipment which has not been driven under its own propulsion for a period of two weeks or longer, or which does not have installed within it an operable propulsion system.
  - d. Unlicensed motor vehicles will not be operated on the Common Elements. The definition of unlicensed motor vehicles will include, but is not limited to, go-carts, mini-bikes, unlicensed motor bikes, snowmobiles and all-terrain vehicles.
  - e. No unauthorized vehicles are permitted off paved portions of the Common Elements.
  - f. In addition to the fines imposed in Enforcement Section below, vehicles in violation of the parking rules in sections b through e above, will be given 24 hours notice of the Association's right to tow. All expenses incurred from towing will be charged to the offending vehicle owner, or to the Owner of the Unit to which the vehicle is associated. The Executive Board reserves the right to make such determination.
6. Damage to Common Elements. Any damage to the Common Elements or common personal property caused by the Owner, guest, tenant, or invitee of a Unit Owner, will be repaired at the expense of that Owner.
7. Signs No signs, billboards, poster boards, or advertising structure of any kind, , but not limited to "For Sale", "For Rent", or similar real estate signs, will be allowed on decks or erected or maintained for any purpose on the Common Elements whatsoever except such signs as have been approved by the Executive Board of the Association. All Owners are responsible for signs posted improperly by their real estate brokers or agents.
8. **Pets.** No more than a total of two (2) animals, including cats, dogs, birds, reptiles or other animals will be kept, maintained or harbored in a Unit unless the same in each instance is expressly permitted in advance by written approval from the Owner or Managing Agent, or if there is no Managing Agent, then, by the Executive Board. Where such written permission is granted, such permission is revocable if the animal becomes obnoxious to other Owners, in which event the Owner or person having control of the animal will be required to permanently remove the animal from the Project. The written notices provided herein will be issued by the Managing Agent or by one or more members of the Executive Board. No animal will be permitted to be in any Common Elements of the Project except on a leash. No animal may be tied to or housed on the Common Elements. Each Owner will be totally responsible for the actions of his animal. In addition, it is prohibited to allow continued

barking or other noises from animals, either inside or outside of a residence or to allow pets or other animals to defecate or urinate on the sidewalks, walkways, parking lots, landscaping or elsewhere where such excrement may be an annoyance or hazard to other owners, tenants, guests or invitees. Tenants will not be allowed to have any animals on the Project. All animal control ordinances enacted by the Town of Frisco, Colorado will apply.

9. Open Fires. Only propane grills will be allowed on any deck or balcony. All charcoal or other fires are prohibited on any portion of the Common Elements, unless specifically designated by signage approved by the Executive Board.

10. Improvements to Units. No Owner will construct any structure or improvement, or make any structural or design change, either temporary or permanent, to a Unit, the Limited Common Elements, or underground parking without first obtaining written consent from the Executive Board before commencing construction of the improvements.

11. Enforcement of Rules and Regulations. Violations of the Policies, Rules and Regulations as well as violations of provisions in the Declaration and Bylaws will subject the Owner of the Unit in question to the following potential penalties.

- a. The Managing Agent will have the discretion to issue a warning notice to have a violation corrected in ten (10) calendar days after the first violation of the rules where the violation does not constitute a danger or a nuisance (for example, improper parking of a vehicle, and storage of items on a deck or in the Common Elements). Violations that affect the quiet enjoyment of other occupants may subject the Owner to either a warning or a fine of up to \$50 at the discretion of the Executive Board. Additionally, the Executive Board may elect to deny Owners Lounge privileges for up to thirty (30) days depending on the seriousness of the violation.
- b. Each additional violation within a ninety (90) day period or continuing violations that are not corrected within ten (10 ) days of notice of will subject the Owner to either a warning or a fine of \$50 to \$500 per violation at the discretion of the Executive Board. Additionally, the Executive Board may elect to deny Owners Lounge privileges for up to ninety (90) days depending on the seriousness of the violation.
- c. If a continuing violation is not corrected as set forth above, an additional \$500 fine may be assessed for every thirty (30) days so long as the violation continues unabated.

With regard to these penalties, the Owner will be notified in writing of the violation and the potential penalties by the Executive Board or their designated representative. The Owner will have fifteen (15) days from the postmarked date of the written notice of the violation to file a protest.

If a protest is filed, the Owner may have the right to appear in person or by representative or by written response, at the next Executive Board meeting to protest the violation. Should the Owner elect to protest, he may present any information to support his position at the meeting.

The decision of the Executive Board will be final. All fees, charges, and penalties imposed by the Executive Board including costs and attorneys fees incurred by the Association in enforcing the Policies, Rules and Regulations will be considered Default Assessments enforceable against Units and Unit Owners pursuant the Condominium Declaration of The Lodge at Riverbend. The Executive Board will have full authority to take any remedial action it deems appropriate in the event of a violation of these Rules and Regulations, the Bylaws, or the Declaration including assessment of charges and penalties, the filing of a lien, the filing of an action for injunction or money judgment, or filing of a suit for unlawful detainer.

11. Managing Agent.

Summit Resort Group is the Managing Agent and is responsible for maintaining the building facilities and rules. Owners are encouraged to politely and civilly speak to other Owners, guests and tenants if a rule violation occurs. If you have any questions or problems, please call Summit Resort Group at 970-468-9137.

12. Amendment. These Rules and Regulations may be amended at any time by the Executive Board and current versions of the rules will forwarded to Owners by U.S. mail or by e-mail if requested.

CERTIFICATION

The undersigned officer of the Association, certifies these Policies, Rules and Regulations were adopted by the Executive Board on July 2, 2018.