

**LODGE AT LAKE DILLON CONDOMINIUM
ASSOCIATION
RULES AND REGULATIONS
ADOPTED ON January 19, 2019
Updated April 19, 2022**

Pursuant to the Amended and Restated Condominium Declaration for the Lodge at Lake Dillon and the Amended and Restated Bylaws of the Lodge at Lake Dillon Condominium Association, the Board of Directors has adopted the following Rules and Regulations to govern the use and enjoyment of The Lodge at Lake Dillon Condominium Association (the "Association"). The Board desires to ensure the highest possible standard of living experience within the Association's property (the "Property"). In order to achieve this, the Board requests the cooperation of all members, tenants, residents, and their guests, to observe and comply with these Rules and Regulations. Members are responsible for knowing and complying with the Rules and Regulations. Members are reminded that they are responsible for the actions of their tenants, residents and guests as well as the payment of fines that may be imposed as a result of their actions. The Resident Manager has full authority to enforce the Rules and Regulations at the direction of the Board of Directors of the Association.

**ARTICLE I
OFFENSIVE OR ANNOYING ACTIVITIES**

1. Noise. No noise shall be made or emitted in such a manner as to create an unreasonable annoyance or disturbance to neighboring residences. All members, tenants, residents, and their guests shall keep noise to a minimum (including, but not limited to, running the washer and dryer, playing loud music, vacuuming, etc.) between 10:00 p.m. and 8:00 a.m. daily.

2. Prohibition on Feeding Wildlife. There shall be no feeding of any wildlife on the property except hummingbird feeders.

**ARTICLE II
FIREPLACE AND ELECTRICAL MAINTENANCE**

1. Electrical Work. Owners are responsible for shutting off any and all necessary circuit breakers prior to performing any electrical maintenance in a Unit. Light fixtures on balconies are to be used for intended purposes only.

2. Wood Burning Fireplace.

- a. Fireplace screens or doors shall be kept closed while the fireplace is in use.
 - b. Fireplaces shall be attended at all times when they are in use.
 - c. Fires must be completely extinguished before leaving a Unit. Unattended fires are prohibited.
 - d. Fireplace ashes must be placed in a Unit ash can and covered and disposed of at the Lodge dumpster. Ashes must be completely cool before disposing of in the dumpster.
 - e. Fireplace dampers shall be kept in the closed position when the fireplace is not in use.
 - f. Unit Owners must maintain fireplaces and chimneys as needed.
3. Gas Fireplace.
- a. Gas fireplaces shall be turned off when unattended.

ARTICLE III
COMMON ELEMENTS

1. Storage of Personal Items on Common Elements. Personal items are not to be left, stored in, or placed on any Common Elements (not including Limited Common Elements as outlined below), with the exception of the following :

- a. Welcome mats in front of Unit entryways.
- b. Bicycles may be stored only in Unit 028 (unless otherwise provided herein).

2. Elevator. Elevator shall be used expeditiously and elevator door shall not be obstructed at any time. The Resident Manager shall be notified of any difficulties or problems with the elevator. Users are responsible for damage to elevator use. Tampering with an emergency phone is not allowed and is considered a violation of these Rules and Regulations.

3. Use of Common Element Access Points. Hallways, stairs, elevators, driveways, parking lots, and all other Common Element portions of the Property are to be used for their intended purposes.

4. Common Element Dumpster. Disposition of trash shall be by use of the common dumpster. The dumpster is only for normal household trash. Building materials, furniture, appliances, Christmas trees, and other large items must not be placed in the dumpster.

5. Storage of Personal Items on Limited Common Elements. Limited Common Element patios and balconies shall not be used for storage. Personal items, including but not limited to, tires, auto parts, appliances, hazardous materials, etc. shall not be stored on patios or balconies. The following items may be stored in an orderly fashion on Limited Common Element patios and balconies:

- a. Patio furniture, consisting of all-weather chairs and tables, provided they remain in good condition and repair.
- b. Propane gas grills with no greater than a 20 lb. LP gas tank in compliance with Summit County fire regulations.
- c. Electric, charcoal or wood pellet grill.
- d. Bicycles (limit 2).
- e. Firewood which is neatly stacked.
- f. A reasonable number of living potted plants (no dead or dying plants or empty pots) are allowed so long as they are not permanent and do not cause damage to the building exterior (including patio or balcony surface) or damage to any Unit, balcony or patio below. Dead plant material must be promptly removed.
- g. Stand-alone pots and/or loose potted plants are not allowed on patio and balcony ceilings or patio and balcony railings. No other items are allowed on deck railings.

6. Use of Limited Common Element Patios and Balconies. The following uses are prohibited:

- a. The siding on a patio or balcony shall not be penetrated for any reason.
- b. Throwing objects of any kind from patios and balconies is prohibited.
- c. Balcony drains are designed to handle storm run-off only and shall not be used for other wastewater and must not be obstructed.

- d. Patio or balcony doors and windows shall not be for primary access to a Unit.
- e. The following sunshade (or such other similar sunshade as approved by the Board) is permissible after submission of an application as required in Article 9 of the Declaration and after approval of the Board:
 - i. Brand: Coolaroo
 - ii. Model: Cordless (crank style) 90 without valance
 - iii. Color: Mocha
 - iv. Size: 96" x 72" (8' x 6')
 - v. Available at Lowes SKU 799870474775, as of September 2018.
- f. All sun shades must be secured in the fully raised position each day between 9:00 p.m. and 9:00 a.m.
- g. No grilling on patios or balconies between 9:00 p.m. and 8:00 am.

ARTICLE IV
HOLIDAY DECORATIONS, SEASONAL DECORATIONS, FESTIVE LIGHTING

Holiday decorations and lights may be displayed on Units from the day after Thanksgiving to January 15th. Decorations for other observed holidays may be displayed two weeks prior to the holiday and removed no later than one week after the holiday. Seasonal decorations may be displayed at the beginning of the season and removed at the end of the season. Such decorations may be displayed in Unit windows and Limited Common Elements appurtenant to each Unit. Decorative lights are prohibited unless specifically allowed herein. An exterior standard electrical outlet must be used as a power source for patio or balcony lighting.

ARTICLE V
PARKING

- 1. Definitions.
 - a. *Abandoned or inoperable vehicle:* Abandoned and inoperable vehicles include any automobile, truck, motorcycle, trailer or other vehicle which:

does not have an operable propulsion system; (2) or have a current license plate; (3) or is not road worthy; or (4) has not been driven under its own propulsion for a period of one week or longer. An exception from the one week period, for the purpose of keeping a vehicle within the property during an extended vacation or an illness, may be applied for by an Owner, in writing, by sending a request to the Resident Manager at least 48 hours in advance.

- b. *Recreational Vehicle*: Any motorized or non-motorized vehicle whose primary purpose is for recreation, specifically including, but not limited to jet skis, boats, water bikes, all-terrain vehicles, dirt bikes, motor bikes, campers (an item of mounted or pulled equipment which when temporarily mounted on a motor vehicle adapts such vehicle for use as temporary living or sleeping quarters), motorhomes (drivable vehicles that also provide the capability for living and sleeping within the unit), trailers, vehicles containing cooling and/or bathroom facilities, and golf carts.

2. Parking Rules.

- a. No vehicle may reside in the same space for more than two (2) weeks unless approved by the Resident Manager.
- b. All Common Element parking spaces shall be used by the Owners, occupants and guests for self-service parking purposes on a “first come, first served” basis. However, all vehicles must be registered in the lobby upon arrival.
- c. Recreational Vehicles may not be parked or stored on the Property. The foregoing may be parked as a temporary expedience for loading, delivery of goods or services, or emergency; provided, however, overnight parking is prohibited.
- d. No Recreational Vehicle may be occupied while parked on the Property.
- e. The use of Common Element electrical outlets for Recreational Vehicle consumption is prohibited.
- f. No abandoned, unlicensed or inoperable automobiles or vehicles of any kind shall be stored or parked within the Property.
- g. Vehicles may not be parked in a manner to impede the safe and efficient use of the parking lot within the Property, obstruct emergency access to/from

the Property, or interfere with the reasonable needs of other residents to use the drive lanes within the Property.

- h. Vehicles shall be parked within designated spaces provided. No over-width vehicles or vehicles greater than 20 feet in length may be parked in a parking space.
- i. Vehicles must fit completely within a single parking space and shall not extend onto or block other areas or spots.
- j. Parking in the loading zone in front of the building or driveway is prohibited. Vehicles may use the "loading zone" for up to ten minutes for loading and unloading and only without blocking walkways.
- k. No vehicle repairs are permitted in the parking lot.
- l. Each Unit may park the number of vehicles on the Property which is equivalent to the number of hallway doors to the Unit. Any additional vehicles may be towed pursuant to Section 3 below.
- m. The Association assumes no responsibility for any loss or damage to vehicles using the parking lot.
- n. During the hours of 10:00 p.m. to 8:00 a.m. no noise from the parking lot is permitted, including music, loud conversation, or activity that creates a disturbance.

3. Towing. The Association may tow, or cause to be towed or booted, any vehicles which are parked in violation of the Association's parking covenants and rules. In such event, a written Notice of Intent to Tow shall be posted on the subject vehicle. If the vehicle in violation is not removed within twenty-four (24) hours after the Notice of Intent to Tow is posted on the vehicle, the Association shall be entitled to tow or boot the subject vehicle and the owner of the vehicle shall be liable for all expenses, costs and fees incurred in such towing, booting, and/or storage.

ARTICLE VI

COMMON ELEMENT SNOW REMOVAL

All vehicles shall be removed from the Common Elements prior to snow removal operations. Owners shall be notified by posted note on the main entry door of the removal timeframe the night before any snowplowing occurs. The Association assumes no liability for

vehicles left in the parking lot after the designated time that are damaged due to snowplowing operations. The Association reserves the right to immediately tow any vehicle not timely removed due to snowplowing operations.

ARTICLE VII
RECREATIONAL FACILITIES

1. Use of Recreational Facilities. Recreational facilities shall be used exclusively by Owners and their family, tenants, and guests at their own risk.

2. Swimming Pool/ Hot Tub/ Sauna.

- a. Hours of operation: 10:00 a.m. to 10:00 p.m. Access and use after hours is prohibited.
- b. No lifeguard is on duty. Use of the swimming pool, hot tub, and sauna is at the users own risk.
- c. No inappropriate or offensive behavior in the pool, hot tub, or sauna areas.
- d. Pool and hot tub users must shower before entering the pool or hot tub.
- e. Electrical appliances including, but not limited to, crock pots, hot plates, portable radios, hair dryers and televisions are prohibited in the hot tub and pool areas.
- f. Anyone 12 years of age or younger must be accompanied by an adult or have proficient swimming skills in order to use the pool.
- g. Anyone 12 years of age or younger must be under adult supervision while using the hot tub or sauna.
- h. Pets are not allowed in the pool, hot tub, or sauna areas.
- i. Diving into the pool is prohibited.
- j. Those who are not yet toilet trained or are incontinent, while in the water, must wear diapers designed by a manufacturer for swimming purposes.
- k. No running or rough play around the pool, hot tub or sauna.

- l. No glass containers or breakable items are allowed in the pool, hot tub, or sauna area.
- m. Attire designed for swimming shall be worn in the pool and hot tub and sauna.
- n. Large groups of ten (10) or more people shall make arrangements with the Resident Manager before use of the pool, hot tub, or sauna.
- o. No soap or clothes containing soap shall be allowed in the hot tub.
- p. After use of the hot tub, the cover must be replaced and the jets must be turned off.
- q. No food or alcoholic beverages allowed in hot tub, pool or sauna.

3. Community Room. The following rules are applicable to the use of the Community Room:

- a. The Community Room is to remain locked at all times and under the control of the Resident Manager.
- b. Only Owners may reserve the Community Room. It may not be reserved by renters or outside parties.
- c. The Community Room is available on a first come, first serve basis via reservation with the Resident Manager at least 24 hours in advance of desired use.
- d. Upon reservation confirmation, the Resident Manager will provide the Owner with the door code to access the Community Room.
- e. The Owner is required to leave the Community Room and kitchen clean and with the same furniture configuration in which the room was found. Failure to properly clean the room will result in the imposition of a minimum \$50 cleaning charge. Cleaning supplies are located in the Community Room and available for use by the Owners.
- f. Any damage to the Community Room resulting from Owner use will be

documented and billed to the Owner.

- g. The Owner reserving the Community Room must be present while the room is in use.
- h. Hours of use: 10 a.m. – 7 p.m. unless special arrangements have been made in advance with the Resident Manager.
- i. The Community Room may NOT be used for the following:
 - i. Rough housing, running, water activities, etc.
 - ii. Outdoor type games, i.e. football, soccer, baseball, etc. Ping pong is acceptable.
 - iii. Loud sounds, live music, DJ music. Recorded or streamed music is acceptable as long as it is kept at a reasonable volume that is not disruptive to adjacent living units.
 - iv. Meetings of external for-profit or non-profit organizations..
- j. The Community Room MAY be used for the following:
 - i. Association annual meetings and other Association business meetings or functions.
 - ii. Family reunions, birthday parties, baby showers, etc.
 - iii. Card or board games, ping pong.
 - iv. Dinners or potlucks.
- k. After each use of the Community Room, the Resident Manager will change the door lock code so that the room remains secure.

4. Fitness Room.

- a. Use of the fitness room is limited to: (1)Owners, and (2)long-term renters who have a lease of 90 days or more, are at least 18 years old, and have signed the necessary waiver form.
- b. Execution of a release of liability provided by the Association is required prior to use of the fitness room. A copy of the release may be obtained from

the Resident Manager.

- c. Fitness room hours: 8:00 a.m. to 7:00 p.m.

ARTICLE VIII

SIGNS, ADVERTISEMENTS, SOLICITATION AND FLAGS

1. Solicitations. Door to door sales or solicitation of any kind is prohibited.

2. Advertising and Signs. No advertising or signs of any character, including flashing and/or moving signs, shall be erected, placed, permitted, or maintained on any Unit or Limited Common Element except for the following:
 - a. One "For Sale," "Open House" or "For Rent" sign which is no larger than four (4) square feet may be placed inside a Unit's interior window.

 - b. Political signs, which may be displayed no earlier than forty-five (45) days prior to any Election Day and seven (7) days after the election. The Association permits each unit to display a maximum of one (1) sign per candidate or issue, with the sign not to exceed thirty-six by forty-eight inches may be placed inside a Unit's interior window. No signs are allowed in the General Common Areas.

3. American Flags/Service Flags: An Owner, tenant, or resident may display an American flag in a window of the Unit, patio, or balcony appurtenant to the Unit only if the American flag is displayed in a manner consistent with the applicable sections of the federal flag code. An Owner, resident, or tenant may also display a service flag bearing a star denoting the service of the Owner, tenant, or resident or a member of said individual's immediate family in the active or reserve military service of the United States during a time of war or armed conflict, on the inside of a window or door of the Unit.

ARTICLE IX

KEYS

Individual Unit keys and locks are the responsibility of the Unit Owner. All Owners shall provide to the Resident Manager a current, up-to-date key or Unit access code for emergency access.

ARTICLE X
LEASES AND LICENSES

1. Leasing Rules. All leases, as defined in the Declaration, which are longer than 30 days shall comply with the following rules and regulations:

- a. The Resident Manager shall be provided with the name, address, and phone number of any rental agent or rental agency utilized by an Owner.
- b. A copy of any lease shall be provided to the Resident Manager within 24 hours of the move in date.
- c. The Resident Manager shall not be utilized for rental or tenant assistance, including, but not limited to, assisting with misplaced or lost keys, answering questions, or assisting with issues with respect to individual Units.
- d. The Resident Manager must be contacted by a renter or tenant if:
 - i. Water is leaking from or into a Unit.
 - ii. There is a baseboard heating unit leak or failure.
 - iii. Fire or smoke is coming from the Unit or is observed by a renter, licensee or tenant.
- e. The Owner shall advise all tenants that the Property is smoke free.
- f. Owner shall be required to provide all tenants with the Crime Free Addendum attached as Exhibit A. An executed copy of the same shall be provided to the Resident Manager along with the lease, as outlined above.

2. Licensing Rules. All licenses (i.e. Airbnb) less than 30 days shall comply with the following rules and regulations:

- a. Owners shall provide to the Resident Manager, no less than 24 hours prior to occupancy, the name of any licensee and time frame of such occupancy.
- b. The Resident Manager shall not be utilized for licensee assistance, including, but not limited to, assisting with misplaced or lost keys, answering questions, or

assisting with issues with respect to individual Units.

- c. The Resident Manager must be contacted by a licensee if:
 - i. Water is leaking from or into a Unit.
 - ii. There is a baseboard heating unit leak or failure.
 - iii. Fire or smoke is coming from the Unit or is observed by a renter, licensee or tenant.
 - d. The Owner shall advise all licensees that the Property, in its entirety, including common areas, limited common areas and individual units, is smoke free.
 - e. Owner shall be required to have the Licensee acknowledged receipt of the Crime Free Addendum, which is attached as Exhibit A.
3. Lock-Off Rentals. Lock-off rentals are prohibited per the Amended and Restated Condominium Declaration for the Lodge at Lake Dillion dated August 21, 2018.
 4. Failure to comply with these rules may result in fines as outlined in the Association's Enforcement Policy.

ARTICLE XI **MOVE IN/MOVE OUT**

1. Notification of Move. Each Owner shall notify the Association at least five (5) business days in advance of any move-in or move-out of such Owner's Unit by contacting the Resident Manager.
2. Moving Hours. Moving hours are limited to 8:00 a.m. to 9:00 p.m.
3. Moving Boxes. The dumpster near the parking lot entrance shall not be used for moving debris. Only boxes which have been broken down flat may be placed in the dumpster. Filling the dumpster beyond capacity is not allowed.

ARTICLE XII
ARCHITECTURAL CONTROL

1. Application. Owners are encouraged to confer with the Resident Manager in advance to discuss all contemplated modifications to their Units. In conjunction with the requirements found in Article 9 of the Declaration, and the execution of the Architectural Control Committee Application (attached as Exhibit B), Owners wishing to make modifications to their Units or appurtenant Limited Common Elements must comply with the following:
 - a. All applications for proposed improvements must be submitted via email or in person to the Board or Resident Manager. Applications must be complete to commence the review process. Incomplete applications will be returned to the applicant with a statement of deficiencies that must be remedied to be considered for review.
 - b. The application must include a complete and accurate description of the proposed improvement(s). To permit evaluation, supporting exhibits may be required. Examples include: architectural drawings or plans, as applicable, or material and/or color samples, etc.
 - c. In conjunction with submission of the application, the Owner shall submit a security deposit in the amount of \$200.00. At the completion of the work the Resident Managers will assess any cleaning fees or damages to loading area or Common Elements of the building. Charges will be made against the deposit for such cleaning or repairs. Any costs in excess of those covered by the deposit will be billed to the Owner. Any unused portion will be returned.
 - d. Applications shall be approved or denied in writing within forty-five (45) days after the receipt of a properly completed application. The forty-five (45) day review period will only commence upon the receipt of a complete application form, including any required exhibits.
 - e. Notwithstanding the application requirements for Unit modifications described above, Owners may paint, texture, install ceiling fans, replace furniture, carpeting, appliances, fixtures, and lighting without submitting an application in advance although Unit Owners are encouraged to confer with the Resident

Manager.

- f. Owners replacing window coverings and blinds must confer with the Resident Manager in advance to ensure that the proposed replacements meet current Association standards.
2. Maintenance and Indemnification Agreement. Execution of a Maintenance and Indemnification Agreement as related to the proposed modification may be required by the Board.
3. Contractor Credentials. Contractors shall be licensed and insured and shall provide Owners with copies of license and liability insurance.
4. Contractor Supervision. Supervision of contractor and/or construction crews is the sole responsibility of the Owner.
5. Contractor Parking. The Resident Manager shall assign parking for contractors and workers.
6. Working Hours. Monday through Saturday 8:00 a.m. to 5:00 p.m.
7. Liability. The Board, as well as any representative of such Board designated to act on its behalf, shall not be liable in damages to any person or owner entity submitting an application.
8. Elevator. Owner shall be responsible for restoring the elevator and all Common Elements to a clean and satisfactory condition on a daily basis, in the sole discretion of the Resident Manager.
9. Flooring. The installation of hard surface flooring, i.e. ceramic tile, wood, wood parquet, marble, etc., is considered to be a potential source of noise transmission to the Units below. Applications submitted for these types of flooring changes should include information detailing steps taken to minimize sound transmission to adjacent Units.
10. Plumbing. Prior to performing any plumbing work not subject to an in-unit isolation/shut-off valve, Owner shall contact the Resident Manager to shut off of the water to the building. Except in the case of an emergency, any water shut-off must be scheduled at least 48 hours in advance and commence on a weekday, Monday through Friday, between the hours of 9:00 am and 5:00 pm. When major plumbing work is done in a Unit, including a kitchen or bath remodeling project, shut off valves, with access 1doors, shall be installed by the Owner for

each hot and cold water supply line entering the remodeled space. Additionally, shut off valves shall be installed for each bathroom and/or kitchen fixture. Any costs incurred by the interruption of service by an individual Unit when the water has been shut off for construction shall be borne by the Owner.

11. Debris Removal.

- a. All construction debris shall be removed by the contractor or Owner.
- b. The dumpster near the parking lot shall not be used for construction debris.
- c. Debris shall not be disposed of over any Unit balcony unless specifically allowed by the Resident Manager.

12. Replacement Window and Sliding Glass Doors. The exterior appearance of the Property is of paramount importance in ensuring owner enjoyment and the appreciation of the Association's property values. To this end, the Association requires the utilization of high quality, visually consistent replacement exterior windows and doors for all new sliding window and sliding door replacements, as outlined below:

- a. All replacement sliding window/door frames must be made of a high-quality aluminum or fiberglass exterior finish. Vinyl windows and doors may be approved if the product has a Consumer Reports rating of 80 or above or are virtually identical as determined by the Association's Architectural Control Committee to vinyl windows that have such a rating.
- b. All exterior frames must be black or dark bronze in color. Windows must have the same functionality and design as the existing windows when such windows were in good working condition.
 - i. Windows— All windows must have three glass panels with the middle panel as the sliding panel if a sliding panel is desired by Owner. The sliding window screen must be designed as part of the window system. "Tilt and turn" windows and doors may be permitted by the Architectural Control Committee for ground floor Units so long as they closely resemble and are consistent with the overall outside appearance of the Property and adhere to applicable Town of Dillon Building and Safety codes.
 - ii. Patio doors—Must have two glass panels, one fixed and the other being the sliding door.

- iii. All screens shall be black or charcoal.
- c. Glass must meet all current safety/building code regulations.
- d. Window tint, if applicable, must be approved by the Architectural Control Committee. Mirrored window tint is not allowed.
- e. Threshold and/ or window seal plates must have at least 3/4" rise above base mounting surface to help divert water that might pool on patio/balcony floor or window seal base surface.
- f. Threshold and/or window seal plates must be sealed per manufacturer specifications with approved caulking along with the horizontal and vertical frame components (exterior of building and window frame).
- g. Safety railings or replacement railings of the same height and design as the original railings in the above ground level units must be incorporated, subject to applicable building codes, into the new window system.
- h. Because of the importance of the window systems to the integrity of the Property's Common and Limited Common Elements, potential damage to adjoining Units, and the exterior appearance to the Property, the Association may inspect window and exterior doors. If damage, leakage, or physical deterioration to any window system or door is identified, the Association will immediately notify the appropriate Unit Owner and provide a reasonable deadline for the Unit Owner to repair or replace the damaged window or door. If the Unit Owner fails to make the necessary repairs or replacements, the Association will take whatever action is necessary to affect the repair or replacement and will charge the Unit Owner for those costs.
- i. Unit Owners must submit a written request to the Architectural Control Committee and review the specifications for any exterior window or door replacement project or significant repairs with the Resident Manager for prior approval. The Resident Manager, at his/her discretion, may request that the proposed project be reviewed by the Property's Architectural Control Committee for final approval.

13. Window Coverings and Tints. Window coverings are optional. However, window coverings, if installed, shall meet the following guidelines:

- a. To the extent that interior window coverings and sun screens are visible from the exterior of any Unit such visible portions shall be white or off white in color.
- b. Window coverings which are vertical in orientation (i.e. open side to side not top to bottom) must completely cover the window in the closed position.
- c. Horizontal shades must completely cover the window in the closed position.
- d. Bed sheets, partial or torn coverings, and other non-standard coverings are prohibited.
- e. Window tint is permissible, after architectural committee approval.
- f. Window covering shall be maintained in a good condition by the Owner.

ARTICLE XIII
PETS

1. Pets. Pets are defined as an animal such as a dog or cat, bird, rodent (including a rabbit), fish, or turtle that is traditionally kept in the home for pleasure rather than for commercial purposes. Only Unit Owners may have pets. Only pets as defined above are permitted in Units.

2. Dangerous/Nuisance Animals. No pet may reside in any Unit which is potentially dangerous. Dangerous pets are defined as one or more of the following:

- a) Being a danger to people or animals.
- b) Being overly aggressive or vicious towards people or animals.
- c) Exhibiting behavior that results in a legitimate fear for safety.
- d) After notice and a hearing, Association may order any dangerous pet to be expelled from the Property.

3. Rules Applicable to Pets.

- a. No pet shall be secured, tethered, or fenced in on any balcony, patio, or other part of the exterior of a Unit without the pet owner present. Owners with ground level Units may have pets tethered on the patio if the pets are on a fixed leash no more than 10 feet in length as measured from the edge of the patio.
- b. Pet owners are responsible for waste removal and any damage to Common Elements caused by their pet(s).

- c. No structure will be constructed on the exterior of a building or attached to a patio or balcony railing for the purpose of boarding or sheltering of a pet or pets including, but not limited to, use of baby gates, plastic fencing, or other temporary fencing materials.
- d. No pet is allowed to make excessive noise.
- e. Leashes shall be 4 feet or less in length when pets are on Common Elements.
- f. Owner must sign a Lodge at Lake Dillon Pet Registration Form and provide it to the Resident Manager. See Exhibit C

ARTICLE XIV
HOUSEKEEPING

All Owners utilizing a housekeeping service or housekeeper shall notify the Resident Manager of the name of the company and/or individual and dates and approximate times such services are utilized. All housekeeping service vendors must maintain \$1,000,000 in liability insurance coverage. Each housekeeping vendor or employing Owner must provide a copy of the housekeeper vendor's [certificate of liability insurance to the Resident Manager](#) before such housekeeping vendor enters the Property.

ARTICLE XV
ABUSIVE OR HARRASSING BEHAVIOR

Owners, residents, guests, and renters shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at the Lodge at Lake Dillon's management, its agents, its employees, or vendors. Abusive and harassing behavior is defined as repeated, unwanted communication that causes a reasonable person discomfort, distress, or irritation.

ARTICLE XVI
AUTHORITY FOR FINES AND OTHER FEES

These rules shall be enforced, unless otherwise stated, as outlined in the Association's Enforcement Policy.

IN WITNESS WHEREOF, the Board does hereby certify that the above and foregoing Rules and Regulations were duly adopted on January 19, 2019. The Board further certifies that if there is any discrepancy between this document and the Declaration or Bylaws, that the Declaration and/or Bylaws shall take precedent.

By: _____

Its: President

By: _____

Its: Secretary

EXHIBIT A

LEASE ADDENDUM FOR CRIME FREE AND DRUG FREE HOUSING

Whereas, _____ (“Tenant”) and _____ (“Owner”) desire to add the following terms and conditions to that certain lease dated _____, for the premises known as _____ (“Address”):

The parties agree as follows:

1. Tenant, any member of the Tenant's household, any guest of Tenant, or any other person under Tenant's control or about the premises with Tenant's knowledge or consent (collectively “persons”) shall not engage or facilitate any criminal activity on, or near the premises, including but not limited to, any violent criminal activity or drug related criminal activity (collectively “criminal activity” or “substantial violation” interchangeably). The Tenant or any other persons shall not permit the premises to be used for or to facilitate criminal activity. Tenant agrees and acknowledges that Tenant has an affirmative duty to abstain from any criminal activity and to prevent criminal activity by any other persons including but not limited to immediately notifying a law enforcement officer at the first sign of Tenant's knowledge of the criminal activity which constitutes any substantial violation agreed to in this addendum or at law (collectively “substantial violation”), and cooperating with law enforcement with respect to the substantial violation. For the purpose of this addendum, criminal activity also includes any activity or conduct by any person which a reasonable person would conclude has the potential for escalating into or becoming criminal activity. Tenant agrees that tenant's affirmative duty extends to being responsible for the conduct and actions of all persons regardless of any culpability or knowledge on Tenant's part, that Tenant's affirmative duty extends to making all persons aware of Tenant's obligations, covenants, and duties under this Addendum, and that Tenant's duties extend to all conduct whether or not such conduct occurs in Tenant's unit. Tenant may not assert as a defense in any eviction action against Tenant based on violation of this Addendum that Tenant did not know any occupant or guest was in violation of this Addendum unless Tenant has strictly complied with all of Tenant's duties set forth herein and at law.

2. Not limiting the broadest possible meaning as defined in this Addendum or at law, violent criminal activity also includes but is not limited to any criminal activity that has as one of its elements the use, attempted use or threatened use of physical force against the person or property of another, or any sex related crime of any nature and regardless of whether any sex crime occurs on near the premises. Not limiting the broadest possible meaning as defined in this Addendum or at law, drug related criminal activity means the manufacture, sale, distribution, use or possession of a controlled substance, as defined by C.R.S. §12-22-303, or defined by any other law, and also includes the manufacture, sale, distribution, use or possession of marijuana, marijuana concentrate, cocaine or any other illegal drug regardless of amount, and regardless of whether or not manufacture, sale, distribution, use, or possession of said drug is a misdemeanor or a felony. Tenant and Landlord agree that any criminal activity as defined in this Addendum or at law is an act which endangers the person and willfully and substantially endangers the property of Landlord, co-tenants, persons living on or near the premises, and that such criminal activity constitutes a substantial violation under this Addendum or at law.

3. One or more violations of this Addendum by Tenant constitutes a substantial violation of the Lease and material non-compliance with the Lease. Because Tenant and Landlord agree that a violation of this Addendum constitutes a substantial violation, Tenant waives any and all legal rights of any kind whatsoever to claim or insist that Landlord must first serve Tenant with a demand for compliance or possession in order to initiate an eviction action against Tenant for recovery of the premises. Upon any violation if this Addendum by Tenant, Landlord may terminate Tenant’s right to occupancy all without terminating the lease or Tenant’s obligation to pay rent as set forth in the Lease at Landlord’s election. Landlord’s termination of Tenant’s right to occupancy shall be effective with right of eviction upon three days’ notice to quit. Proof of the violation of this Addendum shall be by a preponderance of the evidence, unless otherwise provided by law. In case of any conflict between the provisions of the Lease and this Lease Addendum, the provisions of this Lease Addendum shall govern. This Lease Addendum is incorporated into the Lease executed or renewed between the Landlord and the Tenant.

 Tenant Date

 Landlord/Agent for Landlord Date

 Tenant Date

EXHIBIT B

ARCHITECTURAL CONTROL COMMITTEE APPLICATION Pursuant to Article 9 of the Amended and Restated Condominium Declaration for the Lodge at Lake Dillon

Please submit this completed application to: The Lodge at Lake Dillon, P.O. Box 2609 Dillon, Colorado 80435 or email: manager@lodgeatlakedillon.com. A \$200.00 security deposit must accompany this application. Please contact the Resident Manager if you do not receive acknowledgement of this application within five (5) business days.

NAME: _____

UNIT # OF PROPOSED CHANGE(S): _____

TELEPHONE: _____ EMAIL: _____

GENERAL DESCRIPTION OF PROPOSED CHANGE(S):

Provide a description of the proposed change(s), including the purpose or reason for the change, the type of materials to be used, locations impacted within the unit, and any other pertinent information required to evaluate the proposed change. Any unit remodeling is subject to Architectural Review.

REQUIRED EXHIBITS AND SUPPORTING DOCUMENTATION:

The supporting exhibits or supporting documentation listed below must accompany this architectural review application, as applicable for the proposed change. An application submitted without all required submissions will be considered incomplete.

- A. A site plan, drawn to scale, showing the location and dimensions of the proposed improvement, including orientation with respect to the unit.
- B. Photographs - The inclusion of photographs is appropriate for exterior lighting fixtures, decorative objects and similar cosmetic additions to the unit.
- C. Evidence sufficient to the Architectural Control Committee that the applicant has complied with and/or will comply with all local rules and ordinances and that the proposed changes do not violate the terms of any document evidencing a security interest of a lender in any of the applicant's Units.
- D. All necessary and proper permits and approvals from the appropriate governmental authorities have been or will be obtained.
- E. Proof that the contractor(s) of the Owner is/are licensed and adequately insured.
- F. Other exhibits may be required to permit adequate evaluation of the proposed change. Owners are advised to seek guidance from the Resident Manager prior to the submission of an application.

ESTIMATED STARTING DATE OF CONSTRUCTION: _____

ESTIMATED COMPLETION DATE: _____

NOTES:

- A. Owner understands and agrees that the proposed change is subject to all requirements set forth in Article 9 of the Declarations.
- B. Nothing contained herein shall be construed to represent that alterations to a unit in accordance with these plans shall not violate any of the provisions of local Building and Zoning Codes to which the above unit may be subject. Further, nothing contained herein shall be construed as a waiver or modification of any said restrictions.
- C. Where required, building permits shall be obtained prior to the start of any construction. Nothing contained herein shall be construed as a waiver of said requirement.

- D. Owner understands and agrees that no work on this request will commence until written approval has been obtained from the Board of Directors and/or Architectural Control Committee.

- E. Owner further understands and agrees that any alterations undertaken before written approval is obtained is not permitted and that the Owner may be required to restore the unit to its former condition at Owner's own expense if such alterations are made and subsequently disapproved in whole or part. Further, Owner understands that any legal expense associated therewith may be the responsibility of Owner.

- F. Owner agrees to give the Resident Manager, Board Member or Architectural Control Committee Member express permission to enter the Owner's unit at a reasonable time to inspect the proposed project, the project in progress and the complete project.

- G. Owner understands that any approval is contingent upon the completion of alterations in a workmanlike manner and in accordance with the approved plan and specifications for said alterations.

- H. Owner understands that the authority to perform an alteration granted by this application will automatically expire if work is not commenced within 90 days following approval and completed within 120 days, or other time frame authorized by the Board of Directors or Architectural Control Committee.

OWNER(S) SIGNATURE: _____ DATE: _____

OWNER(S) SIGNATURE: _____ DATE: _____

LLD ARCHITECTURAL CONTROL REVIEW AND DISPOSITION:

Approved as Submitted: _____ Approved with Conditions: _____ Disapproved: _____

Comments: _____

BY: _____, Architectural Control Committee

DATE: _____