

# LODGE AT LAKE DILLON CONDOMINIUM ASSOCIATION

In accordance with the Lodge at Lake Dillon Condominium Association By-laws Article IV, paragraph 3-B, the following House Rules are promulgated and adopted and supersede all previous House Rules, and Resolutions.

**Includes Rule Revisions Adopted by Owners on May 27, 2006, May 26, 2007 May 29, 2010 and Jan. 3, 2014.**

## House Rules

### GENERAL

- A. The Lodge at Lake Dillon Condominium Association (LLDCA) shall keep a list of House Rules which will supplement all Rules found in the Declarations, Articles, and By-laws of the LLDCA. Copies of the current House Rules shall be provided to all Owners, long term lessees, and Management Company(s) of record.
- B. Any rule change MUST BE approved by a majority vote of a quorum of the Board of Managers of LLDCA. The House Rules shall become effective no less than 14 days after Board approval. Each owner is responsible for knowing and complying with the House Rules.
- C. Violation of the Declarations, Articles, By-laws or House Rules by a tenant or guest shall be deemed to be a violation of the owner for purposes of assessment of penalties or assessment of other remedies.
- D. House Rules shall remain in effect until amended or repealed.
- E. Appropriate governmental authorities without regard to sanction or remedy pursued by the LLDCA may enforce violation of any ordinance or statute.
- F. Violation of any rule contained herein may be subject to fines and other remedies specified in Section XXI ENFORCEMENT OF GOVERNING DOCUMENTS following.
- G. The Resident Manager has full authority to enforce these Rules at the direction of the LLDCA Board of Managers.

### DEFINITIONS

**Owner** - As stated in Summit County deed of trust records, including spouse and any children/step-children. In regards to a multiple-owner unit, the owner with the greatest percentage interest ownership will be considered the principle owner and represent the interests/concerns of all other unit owners to the LLDCA Board and/or Resident Manager, unless another owner is designated by the multiple-owner group.

**Long-Term Lessees** - A non-owner who is leasing premises for a period of 30 days or more.

**Short-Term Occupant** - A non-owner who is renting the premises for less than 30 days; OR non-paying

“users” of the premises who are authorized by the owner to use the unit, but are unaccompanied by their host.

**Guests** - A non-paying person who visits an owner, long-term lessee or short-term occupant, but does not live on the premises. In order for a guest to use any facilities, the owner or lessee or occupant must be on LLDCA premises.

## **I. GENERAL HOMEOWNERS MAINTENANCE**

### ***Electrical and Smoke Detection System***

- A. Homeowners/residents should know the location of the circuit breaker box and the individual breakers that control various areas in their condo unit.
- B. Circuit breakers should be shut off before any electrical maintenance is done in individual condo units.
- C. Each condo unit must have at least one [1] battery operated smoke detector.

### ***Fireplace – wood-burning only***

- A. Homeowners/residents should know the location of the damper control in the fireplace and which position opens the damper. When not in use, the damper should remain in the closed position.
- B. Close the fireplace screen during burning.
- C. Fireplaces shall be attended at all times when they are in use. Fires **MUST BE** completely extinguished before leaving the unit.
- D. Ashes are to be placed in a unit ash can, covered and disposed of at the Lodge dumpster. Ashes must be completely cool before disposing of in the dumpster.

### ***Fireplace – gas only***

- A. It is of extreme importance that gas fireplaces be turned off when unattended.

### ***Unit and/or Common Area Damage***

It is the responsibility of the owner whose unit’s plumbing fails or where negligence occurs (eg, allowing a kitchen sink to overflow and leak into the unit below), to reimburse for all costs associated with remediation of damage caused to other units. Owner plumbing includes the drain/trap and all fixtures connecting to the pipe entering the unit wall. The LLDCA is responsible for any leaks (and assuming any costs to remediate damage) arising from plumbing within the walls and other common areas. Should the Resident Manager become aware of a leak, with or without damage incurred, he will notify the owner whose unit is leaking (and the owner(s) whose unit(s) experienced damage, to the extent applicable), indicating that repair of the leak and any associated damage will be at this owner’s expense. The Resident Manager will also advise the owner that the LLDCA will arrange for repair of the plumbing leak and sheet rock repair, etc. utilizing the LLDCA's designated common infrastructure vendor.

Following is the process for reporting an insurance claim, depending on situation:

- A. Loss/damage **ENTIRELY WITHIN OWNER UNIT** (LLDCA common areas and/or other owner units **NOT** impacted) -- submit claim directly with owner's insurance agent providing unit insurance. The unit insurance company will work directly with the LLDCA insurance provider in terms of coverage responsibility, to the extent applicable.

B. Owner unit incurring loss/damage RESULTING FROM LLDCA COMMON AREA AND/OR ANOTHER OWNER'S UNIT -- immediately contact the LLDCA Resident Manager, so the cause of loss/damage can be identified and abated to the extent necessary (eg, stop leak in a LLDCA main water pipe causing damage to a unit's sheet rock, flooring, etc.). The Resident Manager will submit a claim with the LLDCA insurance company who, in turn, will work directly with the insurance company providing unit insurance, as applicable, in terms of coverage responsibility.

C. As stated earlier, the Owner of a unit which causes damage to other unit(s) and/or LLDCA common areas is financially responsible, regardless if the damage is accidental/inadvertent or due to acts of negligence. However, to streamline insurance claims/remediation efforts, the LLDCA Resident Manager will manage the process and refer the loss to the LLDCA's insurance provider, rather than the owner attempting to submit to insurance companies providing unit coverage. The LLDCA insurance policy will handle any amount over \$5,000 associated with "fixed assets" (eg, sheet rock and flooring) within a unit(s)-- for amounts up to \$5,000, the LLDCA will assess the owner whose unit caused the damage. It will be up to that owner to pay the LLDCA for the outstanding amount in a timely manner.

## II. MISCELLANEOUS ITEMS

***Owners/residents are encouraged to report any maintenance items requiring attention to the Resident Manager***

- A. Common areas, elevator(s), hallways and stairs must remain unobstructed at all times.
- B. Personal items may not be stored or placed in any common areas
- C. Owners/residents must comply with the "no-smoking" designation of all common areas, including lobby, hallways, stairwells, elevator, hot tub/sauna area and exercise room. The intent of this requirement is to minimize odors/smells that are considered offensive and/or allergic in-nature to others. Therefore, the Lodge requests all residents/guests to make every reasonable effort to minimize odors/smells emanating from within units into common areas, such as cooking, pipe, cigar, cigarette, marijuana and other odors/smells considered offensive and/or allergic in-nature by others.
- D. Owners/residents must comply with the "no-smoking" designation of all common areas, including lobby, hallways, stairwells, elevator, hot tub/sauna area and exercise room.
- E. From time-to-time, owner's must fill out and return the "Owner's Questionnaire" at the request of the Board.

## III. ELEVATORS

- A. Owners/residents please respect elevator availability for all users. Release elevators expeditiously and **do not** obstruct elevator doors at any time.
- B. Notify the Resident Manager of any difficulties or problems with the elevator.
- C. Tampering with emergency phone is a violation of federal regulations and will result in immediate fine and possible prosecution.

#### **IV. ACCIDENT OR ILLNESS**

***In the event of an accident or serious illness the following procedures should be followed:***

- A. Dial 911 and ask for the fire department or an ambulance.
- B. Give the operator the following information.
  - 1. Building name Lodge at Lake Dillon
  - 2. Building address 220 East La Bonte, Dillon
  - 3. Floor and unit number.
  - 4. Type of EMERGENCY

#### **V. PARKING**

- A. Parking is provided for owners/residents and guests ONLY. Vehicles *must* be registered in the lobby upon arrival, or display a permanent parking registration affixed to the vehicle's rear view mirror.
- B. Only one car per unit "door" is permitted in the parking lot (ie, a 2 door unit is allowed to park a maximum of 2 vehicles).
- C. Parking in the loading zone in front of the building or driveways is PROHIBITED. Vehicles may use the "loading zone" for up to ten minutes for loading and unloading ONLY.
- D. NO boats, boat trailers, RVs, snowmobiles, travel trailers or trailers may be stored in the parking lot unless specifically authorized by the Resident Manager.
- E. NO RV, trailer or such vehicle may be occupied while parked in the lot.
- F. The use of common area electrical outlets for RV or trailer consumption is PROHIBITED.
- G. All vehicles parked in the parking lot *must have* current license, registration and be operative.
- H. Vehicles are to be parked within designated spaces provided. NO over width vehicle and/or greater than 20 feet in length may be parked in the parking spaces.
- I. NO vehicle may remain continuously parked in the same parking space for more than two weeks.
- J. NO vehicle repairs are permitted in the parking lot.
- K. The LLDCA assumes NO RESPONSIBILITY for any loss or damage to vehicles using the parking area.
- L. 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 to other owners/residents.
- M. Vehicles parked in violation of these Rules will be towed by a towing service at owner's expense.
- N. Owners who leave for a week or longer and have cars parked in the lot must NOTIFY the Resident Manager.
- O. Vehicles must be moved from the parking lot, as requested, in order for the LLDCA to perform snow removal operations, per VI. SNOW REMOVAL following.

#### **VI. SNOW REMOVAL**

When snow removal is required, the Resident Manager will place a sign in the lobby the night before, requesting that ALL cars be removed from the lot by the designated time. The LLDCA assumes no liability for any cars left in the lot after the designated time that are damaged because of the plowing operation. In addition, at the discretion of LLDCA Management, cars not removed from the parking lot in conjunction with snow removal requirements, may result in towing of the vehicle (at car owner expense) and/or imposition of a fine to the responsible unit owner.

## **VII. PATIOS AND BALCONIES**

***Patios and balconies are defined as "Limited Common Elements" in LLDCA governing documents.***

- A. Patios and balconies shall be maintained to preserve the aesthetics of the building facade. Items approved for placement on patios/balconies include: gas grill, patio chairs/table, bicycles and firewood (neatly stacked). All other items considered for location on a patio/balcony must be approved by LLDCA Management prior to placement.
- B. The attachment of blinds, sun shades, screens or other such device(s) is PROHIBITED except as approved by the LLDCA Board.
- C. Flower pots, cleaning articles, rugs, etc., MUST NOT be placed on the railings of patios or balconies.
- D. No laundry or garments are to be dried, stored, or aired on patio, balcony or outside windows.
- E. Throwing objects of any kind from the building is PROHIBITED.
- F. The drains on the balconies are designed to handle storm run-off ONLY, and should NOT be used for other wastewater.
- G. Primary access to units is through the lobby, not through the patio or balcony doors.
- H. Lake-side ground-level patios - pursuant to Board review/approval (no change in House Rules requirement), patio floor color/texture will be considered on a case-by-case basis. The Board will assure general consistency but with a degree of flexibility - on other words, patio color/texture does not necessarily need to be identical. Each owner will have responsibility for applying/maintaining individual patio floors.
- I. Parking lot-side ground-level patios - Owners with ground-level units will work with each other and the Resident Manager to determine a patio color to be applied consistently to all ground floor patios – The Resident Manager will present color selection to Board for review/approval. The LLDCA will be responsible for applying the patio paint and maintaining, to assure a consistent look to this visible side of the building.

## **VIII. SUPERVISION OF CHILDREN**

***"Children" is defined as any person under the age of sixteen.***

- A. Children *are not* permitted to play in hallways, stairways, elevators, driveways and parking lots.
- B. Children *MUST BE* under adult supervision at all times while in the swimming pool and other common areas of the building.

C. Children *MUST BE* under adult supervision at all times while using the hot tub or sauna.

## IX. RECREATIONAL FACILITIES

***Recreational facilities are for the exclusive use of owners/residents, their immediate family and guests. Owners/residents MUST accompany guests. SWIMMING POOL / HOT TUB/ SAUNA – hours of operation 10:00 am to 10:00 pm***

- A. Rules posted in the pool area and hot tub area **MUST** be obeyed.
- B. Use of the swimming pool is at the user's own risk. **NO** lifeguard is on duty!!
- C. **PLEASE** shower before using the pool or hot tub.
- D. Electrical appliances are **NOT** allowed in pool area.
- E. **NO** children under sixteen years of age [16 years old] may be allowed in the pool area unless accompanied by an adult owner/resident.
- F. Wading pool is restricted to children six years of age or younger [6 years].
- G. No diapered babies permitted in pool, wading pool, or hot tub.
- H. Animals are not allowed in pool or hot tub/sauna areas.
- I. Diving into the pool is **NOT** permitted.
- J. **NO** running or rough play around the pool.
- K. Toys or recreational items brought to the pool **MUST NOT** interfere with other pool users.
- L. **NO** glass containers or breakable items are allowed in the pool area.
- M. **NO** glass containers, food, breakable items or smoking allowed in hot tub/sauna areas.
- N. Swim suits **MUST BE** worn in the pool or hot tub.
- O. Large groups [10 people or more] or parties **MUST** make arrangements with the Resident Manager before use of the pool or hot tub.
- P. All forms of misbehavior may result in expulsion from the pool or hot tub.
- Q. **PLEASE** report *any* abuse of Rules to Resident Manager.
- R. No soap or clothes containing soap are allowed in the hot tub
- S. Leave the hot tub as you found it. Shut off the jets and replace the cover
- T. **The Resident Manager has full authority to enforce these Rules and to deny use of these facilities by violators at the direction of the LLDCA Board of Managers.**

### **EXERCISE/FITNESS ROOM**

All owners who use the exercise/fitness room agree to and sign-off on a Release/Exercise Room Agreement on file with LLDCA Management. Due to insurance and liability restrictions, the Exercise/Fitness Room **MUST NOT** be used by any non-owner.

**Exercise room hours will be from 8:00 a.m. till 10:00 p.m.**

## X. SIGNS, ADVERTISEMENTS AND SOLICITATION

- A. Door to door sales, collecting for charities, or solicitation of any kind are **strictly prohibited** in the building or on the grounds.
- B. **FOR SALE** or **FOR RENT** signs, posters, or any other type of commercial signage **may not** be posted outside or inside the building, **UNLESS** specific arrangements have been made, **IN-ADVANCE**, with the Resident Manager. The Resident Manager will confirm size of signage, location(s) for placement, duration of placement, etc.

C. Advertised sales are **prohibited** on the premises.

#### **XI. KEYS**

Individual unit keys and locks are the financial responsibility of the unit owner. Any change in locks or rekeying of locks must be done by a locksmith designated by the LLDCA to be certain the master key will open the new locks for emergency access. Owners should contact the Resident Manager who will arrange for the new locks or rekeying. It is understood that the locksmith will bill the owner directly.

#### **XII. ASSOCIATION FEES**

Association fees are due and payable by the last day of each month. Fees not paid by the end of each month will be considered to be delinquent and may have a late penalty, interest and potentially attorney's fees applied to the owners account.

Current LLDCA fees include:

- A.** Per-door assessment -- \$175/month/door, applicable to all owners
- B.** Long-Term Rental Occupancy Fee -- \$30/month/occupant, applicable to all owners who rent a unit(s) 30 or more consecutive days, regardless if via a long-term lease or on a month-to-month basis.

#### **XIII. GUESTS**

If the unit is to be used by guests during the owner's absence, written notice **must be** given to the Resident Manager prior to the resident's departure, specifying the name(s) of the guest and time frame of occupancy (this includes house sitters, pet sitters, etc).

#### **XIV. LEASE OF A UNIT**

The owner is responsible for his tenant's compliance with the House Rules, By-laws and Declarations of the LLDCA. Additionally, limitations on the number of occupants should comply with the **Town of Dillon Development Code**, which defines "family" and the number of persons under that definition who may occupy a unit, and also defines "non-family" with restrictions on the number of occupants.

**\*Town of Dillon Development Code** defines **FAMILY** *"Any number of people living and cooking together within a dwelling unit as a single independent housekeeping unit, but shall not include a group of more than five individuals not related by blood, marriage, adoption, or pursuant to legal guardianship."*

An "A" "Lock-Off" unit or 1 door unit shall have no more than two non related occupants; a "B" unit (2 door) shall have no more than five non related occupants; a "C" unit (3 door) shall have no more than seven non related occupants; and the living room side of a B or C unit shall have no more than three non related occupants.

A family is defined as a husband, wife, and all direct descendants, to include stepchildren, adopted children, and children by legal guardianship. Any housekeeping group that does not fall within this definition is considered non-related.

**Violation of occupancy limitations shall be referred to the owner for immediate corrective action.**

The following rules apply to Rental Units:

- A.** The rental agreement used by the owner or rental agent must conform to the LLDCA

standard lease agreement template, including “crime-free” addendum.

**B.** Owners who rent must provide the Board of Managers with the name, address and phone number of the rental agent, if any.

**C.** The rental agent must be provided with a copy of the LLDCA House Rules.

**D.** PRIOR to executing a rental lease, the owner or rental agent must provide the Resident Manager the names of all prospective occupants of the rental unit, including a copy of US-based identification (eg, drivers license, birth certificate, visa, etc.) for each prospective occupant. The Resident Manager will perform a background check on each prospective occupant at a cost to the owner of \$30/rental unit (regardless of occupant number). The LLDCA reserves the right to reject a rental lease if significant irregularities are discovered from the background check. Before rejecting a rental lease, the Resident Manager will fully appraise the rental agent or owner, to assure a common understanding.

**E.** The occupancy limits are as stated above

**F.** A rental lease for the unit must be signed and a copy submitted to the LLDCA.

**G.** The owner assumes all financial responsibility for damages to the common or limited common elements caused by the owner’s renters.

**H.** If a renter violates House Rules, Section XXI, Enforcement of House Rules apply to the owner as if the owner had committed the violation. In addition, renter violation of the crime-free addendum portion of the lease agreement may result in levying owner fines, pursuant to Section XXI, Enforcement of House Rules.

**I.** In conformance with the Town of Dillon Development Code, a “Lock-Off” unit (the bedroom side of a B or C unit) shall be rented only short term i.e. no longer than 30 consecutive days.

**J.** UNLESS the LLDCA is specifically providing property management on behalf of an owner’s rental unit, there is no business relationship between the LLDCA and renters at the LLDCA -- the renter business relationship exists either between the owner and renter, or owner/property management company and renter. From a LLDCA perspective, the only business relationship that exists is between the LLDCA Board of Managers and owners. With this in mind and given the Resident Manager is an employee of the LLDCA, it is inappropriate for renters to be contacting the Resident Manager for assistance -- the Resident Manager is not being paid to support the needs of renters, including opening the renter's unit door when the renter has mis-placed/lost a key. If the renter has questions/issues with respect to their unit or the LLDCA ingeneral, the renter should direct inquiries back to the owner and/or management company. The only exceptions for when a renter could/should contact the Resident Manager directly:

1. Water leaking from/into the renter's unit
2. Baseboard heating unit leak or failure
3. Fire/smoke coming from renter unit or observed by renter from within the

LLDCA

Owners with renters should reinforce the need to communicate via the appropriate business relationship and to engage the Resident Manager only under the exceptions noted above. As a deterrent to encourage proper renter business relationships, the Board of Managers has adopted the following owner fines, applicable when the Resident Manager is forced to become involved with a renter issue/requirement:



1. 8AM-5PM Monday-Friday \$100/occurrence
2. After business hours and weekends \$200/occurrence
- 3.

#### **XV. RIGHT OF FIRST REFUSAL:**

*The Association Declarations require that before any unit is sold, rented or leased for a period of more than 120 days, the Board must send out a Right of First Refusal notice to all owners. In order to comply with this provision each owner accepts the delegation of "Agent" of the Board and as such assumes the responsibility to institute and complete this process. The Right of First Refusal Process is detailed in Section 26 of the LLDCA Declarations, including consequences if the process is not followed. In addition, if this process is not complied with each owner agrees that neither the Association as a whole nor the Officers of the Association are liable. On request the Board will provide a notice of compliance to the seller based on the information provided to it by the seller. If this information is incorrect the seller assumes all liability and owners will hold neither the Association as a whole nor the Officers of the Association liable.*

#### **XVI. MOVING REGULATIONS**

All moving shall take place between the hours of 8am and 10pm and be conducted under the supervision of the Resident Manager. The dumpster near the parking lot entrance is for trash collection for residents, NOT for moving debris. Only boxes which have been broken down flat may be placed in the dumpster.

#### **XVII. MAJOR ALTERATION/REMODELING REGULATIONS**

##### ***Definitions***

**Remodeling is considered to be any major construction alteration to the interior of the homeowners' unit, balcony or patio.**

##### ***A. Plan Submission***

1. A detailed plan MUST be submitted to the Resident Manager for review to ensure compliance with applicable regulations.
2. Upon the Resident Managers review, the Plan will be presented to the Board of Managers.
3. At the time of submission, a schedule including a completion date will be established with the contractor and should be considered binding.
4. The Board of Managers shall receive a **security deposit in the amount of \$200.00** from the contractor and/or owner. At the completion of alterations/remodeling the Resident Managers will assess any cleaning fees or damages to loading area or common areas 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.

##### ***B. Contractor Credentials, Building Permits, Insurance***

1. Construction Contractors Credentials are required for contractors doing work in the building.

2. A copy of the building permit, if required for the specific project, must be submitted to the Resident Managers before work commences. The owner is responsible for seeing that any modifications conform to current building codes. Any units modified in a non-conforming fashion will have to be re-done to code.
3. Proof of insurance for both Liability and Workman's Compensation is required by the Board of Managers and is to be provided before work commences. Liability insurance should be a minimum of \$1,000,000 listing LLDCA as an additional insured.

#### ***C. Construction Supervision***

Supervision of construction crews is the sole responsibility of the owner.

#### ***D. Contractor Parking***

The Resident Manager assigns parking for contractors and workmen.

#### ***E. Contractors' Working Hours***

1. Normal working hours are Monday through Friday 8:00am to 5:00pm.
2. The Resident Manager or Board of Managers may grant exceptions, if the work involved is ENTIRELY QUIET and NO supplies or equipment are brought in or taken out.

#### ***F. Elevator***

1. During remodeling, the elevators are under the supervision of the Resident Manager.
2. At the conclusion of construction each day, restoring the elevator and all common areas to a clean and satisfactory condition is the responsibility of the contractor and owner.

#### ***G. Flooring Alterations***

1. The installation of hard surface flooring [ceramic tile, wood, wood parquet, marble, etc.] is considered to be a potential source of noise transmission to the units below.
2. Plans submitted for these flooring changes should include a sub-flooring minimum impact insulation plan which must pass the prescribed impact test [see Board of Managers or Resident Manager for detailed specifications].

#### ***H. Plumbing Regulations***

1. The Resident Manager will supervise the shut off of water to the building and will notify residents of such interruption of service. Except in the case of an emergency, water shut-off must be scheduled in advance at the discretion of the Resident Manager.
2. Any costs incurred by the interruption of service by an individual unit when water has been shut off for construction shall be borne by the owner.
3. When major plumbing work is done in a unit [or a smaller area] water supply shut off valves should be installed so that future plumbing repairs or changes in that unit will not require water for the entire building to be turned off.

#### ***I. Debris Removal***

1. All debris should be trucked away by the contractor or the owner.
2. The dumpster near the parking lot entrance is for trash collection for residents and NOT for construction debris.
3. The Resident Manager may arrange a special trash pickup for remodeling debris at the request and cost of the owner.

4. NO debris may be disposed via the 1<sup>st</sup>, 2<sup>nd</sup> or 3<sup>rd</sup> floor unit balconies or sliding glass doors, UNLESS specific safety and damage-preventative measures have been established and agreed-to by the Resident Manager. Otherwise, all debris MUST be removed via hallways, stairways or the elevator, taking care not to damage common areas.

### **XVIII. OWNERS CHECK LIST FOR REMODELING**

- A. Copy of House Rules distributed to resident
- B. Copy of House Rules, pertinent to construction, distributed and discussed with contractor.
- C. Construction scheduled and coordinated with the Resident Manager.
- D. Building plans may be reviewed on site, but may not be removed from building

### **IXX PETS**

**A.** Only owners are allowed to have pets on the premises, notwithstanding any guests requiring a dog in conjunction with a disability subject to the Americans with Disabilities Act. Under this situation, the owner should advise the Resident Manager upon arrival of the guest's situation while staying at the Lodge.

**B.** All owners with pets at the LLDCA must register them with the Resident Manager. Registration includes owner sign-off of release of liability, absolving the Lodge at Lake Dillon from any responsibility arising from the actions of the owner's pet.

**C.** Animals must be carried or walked on a leash at all times in common areas or Lodge grounds, including parking areas. Leashes must not be greater than 4 feet in length while in Lodge interior common areas. Retractable leashes are permitted for use in common areas so long as not extended more than 4 feet in length in interior common areas.

Full control of dogs while in common areas is critical to assure the safety for all Lodge residents/guests. As applicable, dog owners should consider the use of a lead and/or muzzle (in addition to a leash) for their dog while in common areas. Owner failure to assure control of their dog while in common areas may result in Board action up to and including removal of the dog from Lodge premises.

**D.** Pet owners must pick up and dispose of all animal waste.

**E.** Pets must not be allowed to make unreasonable noise that will disturb other occupants, lessees, Owner's or owner's guests.

**F.** Pets are not to be left unattended on patios. Owners with ground-level units may have dogs in the patio area subject to the following:

1. •Dogs must be on a fixed leash attached to the mid-point of the unit no more than 10 feet in length. Specifically, the fixed leash limits the dog from intruding upon the frontage area of adjacent units or common areas.

2. The dog must be under constant supervision ie, the owner must be in visible sight of the dog at all times).
3. The owner must promptly attend to and dispose of any excrement deposited on Lodge grounds.

G. Owners are responsible for any damages, injuries or losses caused by their pets.

## **XX COMMUNICATIONS**

Communications between the LLDCA and the owners shall be by regular mail, email and reference to our web site. Owners must provide the LLDCA with their email address. If an owner does not have computer access, please notify the LLDCA and request communications be sent by the U.S. Postal service. The LLDCA will provide free education annually to all owners on the general operations of the Association and the rights and duties of the owners, the Association, and the Board of Managers. The criteria for this education shall be determined from time to time by the Board. The LLDCA encourages education on good governance for the members of the Board. Upon submission prior to the seminar or course, the Board may approve payment of expenses for education for individual members of the Board if the education is directly related to good Association operations within the common interest community.

## **XXI ENFORCEMENT OF GOVERNING DOCUMENTS**

- A. The LLDCA shall be diligent in the enforcement of the governing documents consisting of the Declaration, articles of incorporation, bylaws, and rules. Some informal resolutions of the Board and resolutions of the members, maintained in the minutes of the LLDCA, may be considered governing documents. As stated in the governing documents, reasonable enforcement is intended to maintain the values of all the units in the community and to make the community a desirable place to live. The objective of the LLDCA is to be fair, firm, and consistent in its enforcement.
- B. Regardless of the language of the governing documents, Senate Bill 05-100 states and the governing documents are suspended by the following:
1. Owner(s) may display on their property, in their windows, or on the balconies adjoining their units American flags of no larger than 4 feet by 6 feet and install flagpoles of no greater height than 12 feet.
  2. Owner(s) may display on the inside the unit's window or door a service flag (sometimes called blue star or gold star banner) of no more than 20 inches by 30 inches indicating the military service of a member of the owner's immediate family during a time of war or armed conflict.
  3. Owner(s) may display one political sign on the owner's sole property or in the unit's window for each contested election and ballot issue from 45 days before through 7 days after election up to the size and number of signs allowed by the local municipal or county ordinance. If there is no such ordinance, each sign shall be no larger than 36 inches by 48 inches.
  4. A member of a volunteer fire department, and owner(s) whose emergency service

provider employer (defined in C.R.S. 29-11-101 (1.6)) requires such vehicle access, may park an emergency vehicle bearing an official emblem and weighing less than 10,000 pounds on the common interest property when it does not bar emergency access or other owners' reasonable use of streets and/or parking areas.

C. In the normal course of the LLDCA's business, the Board will supervise those acting on behalf of the LLDCA to communicate with the owners so that owners are aware of their responsibilities and the standards of behavior in the community. The communication will reasonably use such means as the LLDCA's website, correspondence, email broadcast messages, and postings in areas of the community frequented by the owners to advise owners of agenda items in regular and special Board meetings. The LLDCA will encourage any real estate agents and title insurance companies to provide full packages of applicable governing documents to all new owners in the community.

D. If an owner or the owner's renter of the community allegedly violates any of the governing documents, including House Rules (other than the requirement to pay assessments), the LLDCA will promptly give notice to the owner of the apparent violation and request prompt compliance (see Exhibit A at end of House Rules). The LLDCA will set deadlines for compliance in accordance with its governing documents and the urgency of the situation.

E. If the owner (or owner's renter, if applicable) fail to comply, then the LLDCA may enforce the governing documents by any direct LLDCA remedy of the violation provided in the governing documents and by bringing appropriate legal or injunctive action in court against the violating parties. In such enforcement actions, the LLDCA will seek to recover all of its costs of enforcement, including direct costs to the LLDCA charged by agents, court costs, and costs of enforcement and collection, including attorney fees.

F. In a proper instance, the LLDCA may consider a fine against the owner, after proper notice, the opportunity to be heard, and hearing before the Board on each and every fine.

G. Fines are levied on a case-by-case basis by the Board of Managers to assist in the enforcement of the Declaration of Covenants, articles of incorporation, bylaws, rules and regulations, House Rules, and other governing documents of the LLDCA.

Fine procedure, applicable to owners only, for owner's violation (or the owner's renter) of LLDCA governing documents:

First Notice Written Warning (two weeks to respond or comply from date of notice  
Second Notice Notice of Hearing before Board. Advise that Board may levy up to \$100 fine

Third Notice Notice of Hearing before Board. Advise that Board may levy up to \$200 fine.

Fourth Notice LLDCA attorney gives notice of impending legal action for any and all remedies under the governing documents, including collection of fines as assessments under the Declaration and the Colorado Common Interest Ownership Act.

In the case of Parking lot-related House Rules (see Section V and VI) violations, the cost of towing a vehicle may also apply in addition to the Fine Procedure above.

## **XXII PROCEDURES FOR ADOPTING AND AMENDING RULES**

- A. After due consideration, the Board has drafted proposed House Rules and/or amendments of rules (“proposed rules”) for the Board’s proposed rule-making.
- B. The Board will cause notice of the proposed rule making and copies of the proposed rules to be sent by first class mail or hand delivered to the owners at their addresses of record with the LLDCA, such mailing or delivery to be completed no less than 30 days prior to the Board meeting at which the Board will consider adoption of the proposed rules.
- C. The notice of rule-making will both request owners’ written comments on the proposed rules to the address specified in the notice, to be received no less than 10 days prior to the proposed rule-making meeting of the Board, and the owners’ personal oral comments to the Board at the rule-making meeting of the Board at the specified time, date, and place of meeting.
- D. At its rule-making meeting, the Board will reasonably consider the owners’ written and oral comments on the proposed rules. After the Board has considered the owners’ comments, the Board will act upon the proposed rules upon proper motion, second, and discussion by the Board members only (and any others only as specifically requested by the Board) to adopt, reject, amend, or otherwise act upon the proposed rules, including, among other normal procedures of the Board, to adjourn the meeting from day to day or as otherwise specified by the Board.
- E. Upon adoption of the final rules, as the rules may be amended by the Board, the Board shall mail by regular first class mail or hand deliver the rules as adopted to the owners at their addresses of record with the LLDCA.
- F. The rules will be numbered and will show the date of adoption and the date on which each rule shall be effective.
- G. The LLDCA shall maintain the current, effective rules in an orderly manner so that owners and Board members may readily access the rules.
- H. Any owner’s failure to receive the rule shall not be a defense to any attempt by the LLDCA to enforce the rule or levy fines, expenses, or attorney’s fees as a result of a violation of the rule.

## **XXIII ASSESSMENT COLLECTION RULE**

- A. Monthly assessments (sometimes called dues or maintenance fees) are due and payable the first day of the month (the due date), are delinquent if not paid on the due date, and incur a late charge and bear interest from the date of delinquency if not paid on or before 10 days after the due date.
- B. Special assessments are due on the date or dates specified in the special assessment.
- C. The owner shall pay a one-time late charge of \$20.00 on each late monthly payment or late special assessment payment.
- D. In addition, the owner shall pay interest on each assessment after the due date of that assessment at the rate of 10 percent per annum.
- E. When delinquency exceeds 15 days, the LLDCA will send a **reminder** to the owner that the assessment payment is delinquent, the owner has incurred a late charge, interest is accruing, and the owner must immediately pay the interest, plus late charge, plus interest.

F. When delinquency exceeds one month, the LLDCA will send the **first warning notice** to the owner, stating the late charge(s) and interest, and stating that the owner must pay the account current on or before the end of the month of the date on the first warning notice, OR enter into a written payment plan acceptable to the LLDCA, OR the LLDCA will take further collection action.

G. When delinquency exceeds two months, the LLDCA will send **final warning notice**. The owner must pay the account current by paying all delinquent assessments, late charges, interest, and costs of collection on or before the end of the month of the date of the final warning notice, OR enter into a written payment plan acceptable to the LLDCA, OR the account will be turned over to the LLDCA's legal counsel for collection.

H. From the time the owner's **account is turned over to legal counsel**, the owner must communicate only with the law firm to pay or settle the account. The owner must pay all late charges, interest, costs, of collection, and legal fees incurred by the LLDCA.

I. An owner's payment of less than the full amount owed to the LLDCA at any time shall be applied to pay the following (if applicable) in the order listed, from the oldest to most recent in each category:

1. Attorney fees and legal costs
2. LLDCA costs and expenses
3. Late charges
4. Interest
5. Fines (if applicable)
6. Utilities, storage (if applicable)
7. Assessments

J. In the normal course of business, the LLDCA will reject any check containing a restrictive endorsement.

#### **XXIV DISCLOSURES IN PURCHASES AND SALES OF UNITS**

A. In accordance with C.R.S. 38-35.7-102, sellers of a unit must provide copies of the following documents to the buyers:

1. Bylaws and rules
2. Declaration
3. Covenants
4. Party wall agreements
5. Minutes from the most recent members' meeting for which minutes have been approved and of all Board meetings that occurred within the past 6 months
6. LLDCA's operating budget
7. LLDCA's income and expense statement and balance sheet
8. LLDCA is to use its best efforts to accommodate requests by the seller for documents in the LLDCA's control

B. Sellers must provide buyers with disclosure statements in bold type stating:

1. Buyer acknowledges receipt of the documents required by C.R.S. 38-33.3-223
2. Buyer understands the documents are in agreement between buyer and the LLDCA
3. By signing, buyer acknowledges he or she has read and understood the documents

4. Buyer also understands he or she must pay assessments, and failure to pay could result in a lien or sale of the property to collect assessments
5. Seller must obtain the signed acknowledgement and deliver it to the LLDCA as soon as practicable after closing.

#### **XXV INVESTMENT OF RESERVE FUNDS**

- A. The LLDCA shall obtain a competent reserve study to show the required reserve funds for maintenance, repair and replacement of capital improvements which are the LLDCA's responsibility. This shall include such items as painting, repair of exterior surfaces, walls, gutters and downspouts, roofs, doors, windows, walks, parking areas, storage areas, drives, patios, porches, steps, concrete and asphalt, utilities, plumbing, wiring, and other substantial improvements to the real estate that the Declaration requires the LLDCA to maintain, repair, and replace.
- B. The LLDCA will invest reserve funds in one or more accounts separate from the general operating account of the LLDCA. The reserve funds shall be invested in conservative accounts with a small possibility of loss to the LLDCA. The majority of the reserve funds shall be deposited in accounts and amounts that are fully insured against loss by an agency of the U.S. government.
- C. Any and all persons who have access to the reserve funds shall have fidelity insurance covering the LLDCA against dishonesty of such persons in the full amount of the funds in those accounts.



**Exhibit A to XXI Enforcement of Governing Documents**

Date  
Address

**Notice of Hearing and Opportunity to be Heard**

Dear Lodge at Lake Dillon Unit Owner:

As a unit owner in a community subject to governing documents, you have definite responsibilities to the Lodge at Lake Dillon Homeowners Association (“Association”) and to the other homeowners in the community. This includes compliance with covenants or agreements found in the governing documents, such as the Declaration, House Rules, rules and regulations, bylaws, and certain owner obligations to maintain, repair, and/or correct the exterior of your unit, within your Limited Common Elements, or on the General Common Elements.

This is notice of a hearing on your apparent violation of Section \_\_\_\_\_ of the \_\_\_\_\_ as follows:

The Lodge at Lake Dillon Board of Managers (“Board”) will hold a hearing to determine the existence of the violation(s), whether or not you committed the violation(s), and what action the Association will take under the governing documents, including possibly levying a fine against you in the amount of \$\_\_\_\_\_. You have the opportunity to attend, to hear any allegations against you, to present your side of the story, and to be heard by the Board. Should you decide not to attend the hearing, the Board will proceed with the hearing of this matter under the violation procedures in-place and take appropriate action within the Board’s power.

Board of Managers Hearing: Day of the week \_\_\_\_\_

Date: \_\_\_\_\_, 200\_\_

Time: \_\_\_\_\_

Location: \_\_\_\_\_

Board of Managers

Lodge at Lake Dillon Homeowners Association

By \_\_\_\_\_ ; Title/Position \_\_\_\_\_

Cc: Board of Managers

LLDCA Resident Manager

**Attest: Jeff C. Sahr, Treasurer**

Proposed revisions to LLDCA House Rules contained herein were adopted by the Board at a regular meeting held on the 10<sup>th</sup> day of April, 2006, as attested by the Treasurer, and became effective with majority consent of owners during the Annual Owners Meeting occurring May 27, 2006.

Jeff C. Sahr (signature on file)

Treasurer