

## Blue River Run Hot Tub Specifications and Guidelines

(6-12-2024)

No significant structural alteration to any Common Element or Unit, including, but not limited to, the removal or relocation of any interior wall or the construction, reconstruction, replacement, removal or addition of any skylight, window, door, wall, deck, railing, air conditioning or heating unit, HOT TUB, awning or light fixture visible from outside the Unit may be made without the prior written approval of the Executive Board. (Blue River Run Homeowners' Association Rules and Regulations - Structural Alterations)

- I. Prior to installation of a new hot tub, replacement of an old hot tub or moving a hot tub the homeowner shall read and understand his/her responsibilities and complete the attached application:
  - A. A hot tub shall only be placed on the ground floor concrete patio or on an approved, separate concrete pad. The placement of a hot tub on any elevated porch/deck/patio is strictly prohibited.
  - B. A separate concrete pad must be at least 4 inches thick with reinforcement (rebar or mesh). Proper soil compaction is required below the hot tub pad.
  - C. Plans must be provided with an application and shall include drawings of the hot tub installation detailing the hot tub height, length and width, water capacity (in gallons), the proposed location, and any other matters requested by the Board or designated committee. Plans should be in sufficient detail so that the Board may make an informed decision. If required, detailed drawings of a separate concrete pad design including dimensions, location, soil prep and concrete reinforcement, must be submitted to the Board or designated committee.
  - D. The Board requires that the colors of the hot tub, hot tub cover and any accessories be neutral earth tones that match or blend with the exterior colors of the home and complex.
  - E. The homeowner shall provide product documentation or a website link showing the proposed hot tub and hot tub cover with specifications and color.
  - F. Licensed and insured contractors must be used for installation, including separate concrete pad if required.
  - G. Noise from work is prohibited from 7:00pm to 6:59am daily.
  - H. The homeowner is responsible for assuring that all of the code requirements are met. The installation requires both a building permit and an electrical permit. The hot tub building permit must be issued before the electrical permit may be issued. The fees for all permits are the responsibility of the homeowner. Any exterior alterations that are required to comply with Town codes and all related expenses are the responsibility of the unit homeowner. Any exterior alterations must be submitted for Board approval before commencing with installation.

Visit the following links for more information on code requirements and permits and/or consult with a Licensed and insured contractor to discuss requirements:

<https://www.silverthorne.org/town-government/permits-and-licensing>  
<https://www.summitcountyco.gov/380/Building-Permits>

The SUMMIT COUNTY BUILDING DEPARTMENT states that HOT TUBS CANNOT BE USED AND ARE NOT DEEMED SAFE UNTIL ALL INSPECTIONS HAVE BEEN APPROVED and THE CERTIFICATE OF COMPLETION HAS BEEN ISSUED.

- I. A hot tub must have a hot tub cover which properly fits and is securely locked in place. The homeowner is responsible for keeping the hot tub cover locked in place at all times when not in use.
- J. The homeowner is responsible for maintaining the hot tub and hot tub cover in a safe operating condition. The owner must utilize proper sanitization procedures (alkalinity, pH, calcium hardness, microorganism etc.) to ensure clean/safe water. Any leaking or deteriorating hot tub or hot tub cover will not be permitted and shall be repaired or removed by the homeowner at the homeowner's expense as soon as possible, and in any event no more than 30 days after notice from the HOA is delivered to the homeowner. If the home owner fails to repair or remove the hot tub / hot tub cover within such 30-day period, the HOA reserves the right to remedy the issue at the unit homeowner's expense. Any cases of potentially unsafe water will be discussed with the homeowner and immediately remedied by the homeowner or by the HOA as necessary at the homeowner's expense.
- K. The homeowner acknowledges that injuries, death and damage to property may occur as a result of the installation, use, maintenance and removal of a hot tub. The homeowner, his/her heirs, personal representatives, successors and assigns, acknowledges and agrees that the homeowner shall indemnify, defend and hold harmless the HOA, its members, officers, Board members, agents and their respective employees, agents, successors and assigns from any and all loss, damage and expense arising from the installation, use, maintenance, existence and removal of a hot tub on or adjacent to homeowner's home.
- L. If a hot tub is to be removed from current approved location, the homeowner is responsible for restoring the site to its original condition or a condition approved by the Board. Electrical wiring or other utilities applicable to the hot tub may be removed or may remain if properly capped by licensed and insured contractors and hidden from sight. The homeowner will notify the Board when the project is complete and the Board will verify compliance with these specifications. (See BRR Patio Repair Guidelines on Property Management Groups website).
- M. Any approval or oversight exercised by the Board or its Managing Agent shall not be deemed a waiver of any applicable requirements for the installation and maintenance of the hot tub. In providing such approval or oversight, the Board and its Managing Agent are not assuming, and expressly disclaim, any obligation or duty to protect any person or property from injury, death, loss or damage arising from the use or existence of the hot tub.

N. List companies providing the work:

Electrical: \_\_\_\_\_

Window / Glass Installer: \_\_\_\_\_

Hot Tub Installation: \_\_\_\_\_

If Applicable:

Separate / New Concrete Installer: \_\_\_\_\_

II. For Association records and to fulfill your requirement to receive Association permission to proceed with your project please fill out the information below and return to:

Summit Resort Group  
PO Box 2590  
Dillon, CO 80435

via fax: 970-468-2556  
via email: KSchneweis@srgsummit.com

Unit \_\_\_\_\_

Owner \_\_\_\_\_

Email \_\_\_\_\_

Phone# \_\_\_\_\_

I, \_\_\_\_\_, for myself and my successors and assigns agree that the Blue River Run Homeowners Association, its members and its Board of Directors, and Summit Resort Group Property Management are not responsible for damage to my unit or adjoining property. I further understand that I am responsible for any damage to common area, utility lines and devices, irrigation system and building resulting from the installation and am responsible for restoring any damage including, but not limited to the exterior of the building to pre-installation condition. I, for myself and my successors and assigns, agree to each of the applicable foregoing specifications and guidelines and to comply with the terms of them.

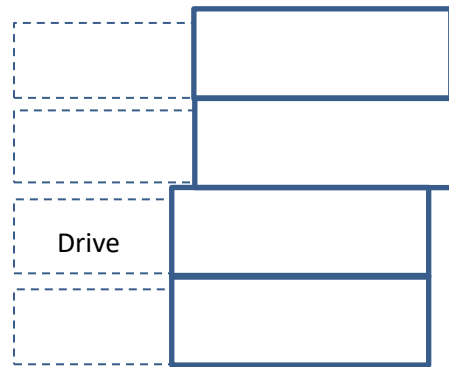
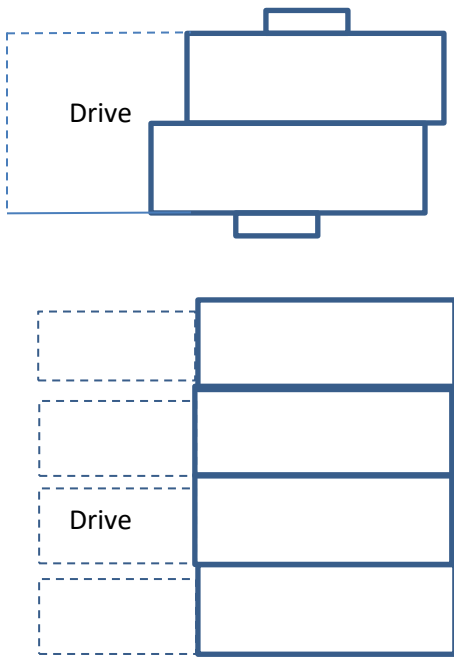
\_\_\_\_\_  
Homeowner Signature

\_\_\_\_\_  
Date

III. Drawings

A. Provide drawings or Brochures detailing the hot tub height, length, width and water capacity (in gallons):

B. Mark Location of Proposed Hot Tub Relative to Building



C. Mark Location of Proposed Hot Tub on Cement Patio

