

Anchorage Condominium Association Rules and Regulations

Adopted by the Anchorage Board of Managers May 12, 2021 to replace any previous R & R

The following Rules and Regulations, except as otherwise expressly stated, apply to all Owners and members of their families, guests, agents, lessees, tenants, and invitees with respect to the use of a Unit, the Common Elements, and any other portion of the Anchorage Condominiums property (hereafter referred to as the **Anchorage**). The Anchorage Condominium Association (hereafter referred to as the **Association**) consists of registered Owners of an Anchorage Condominium. The Declarations of the Association grant full authority to the Board of Managers (hereafter referred to as the **Board**) to “establish, make and enforce compliance with such rules and regulations as may be necessary for the operation, rentals, use and occupancy of all of the condominium units with the right to amend same from time to time.” The Board will, at its sole discretion, resolve situations and matters not specifically addressed by them. These Rules and Regulations have been adopted as a reasonable means of promoting the enjoyable and safe use of Units without unduly interfering with others in their enjoyable and safe use of any Units and as a reasonable means of protecting the values of the Anchorage.

Compliance: Each Owner of record shall comply with and shall inform and require its family, guests, agents, lessees, tenants, and invitees to comply with all provisions of the Rules and Regulations that apply to the Owner, the Owner’s Unit, Common Elements, or any Limited Common Elements appurtenant thereto. Owners are ultimately responsible for the actions of those parties. A copy of the rules and regs shall be a part of every rental agreement.

Assessments: Monthly Association assessments are based on the approved annual budget and fund the common operating expenses of the Association. ACH withdrawals can be arranged and will take place on the 15th of the month.

Special Assessments: Large or unexpected expenses or funds used for capital improvements are often handled by a special assessment determined by the Board. A notice will be sent as to the cause and the due date of the first of a month. No ACH will be done for such assessments.

Delinquent payments: As it effects operations, it is essential that owners pay the assessments when due on the first of the month. Payment of either kind of assessment is delinquent if not received by the last day of the month due. A penalty of \$100 will be assessed the next day on each first of the month that there remains a delinquency.

Delegated Daily Management: The Board has contracted with the posted property management group (hereafter referred to as the **Manager**) to manage the daily operations of the Association. That contract provides for an on-site resident manager to furnish part-time services with a representative of the Manager available at other times. The Manager and its representatives are delegated full authority to enforce these rules and to report any continued violation to the Board.

Access to Common Elements: This access is limited to owners, their family, guests, renters, and authorized workers. Others may be considered trespassers. **Common Elements** are defined in the Declaration and are all portions of Anchorage property outside of the individual units or

balconies. This includes pool and hot tub area and parking lot, walkways, stairwells, and greenways to the lot line. **Limited Common Elements** are defined in the Declaration and are for individual unit use but are Association property, e.g., balconies.

Access to Individual Units: Access to individual Units is granted to the Association Board and Manager as representatives of the Association for purposes of safety and utility inspection and any situation effecting the rest of the Anchorage. The Manager shall retain a pass key to each unit. Owners shall not alter any lock or install a new lock on any door leading into the Unit, unless the owner immediately provides a key to the Manager. Any expense created by an Owner in the denial of access to their Unit shall be billed to the Owner.

Access to Individual Units Requested by Owner: Owners may request that the Manager provide access to their Unit for guests, tenants, workers, repairmen and deliverymen who are not accompanied by the Owners. In requesting such, the Owner hereby releases the Association, the Board, the Manager and its staff from liability from all claims arising from requests to provide unit access. The Manager shall make every reasonable effort to provide timely access but is not obligated to remain with workers or to secure the unit when they leave. Work in individual units must be coordinated with the Manager regarding disruption to other Units and material and debris impact on the Common Elements.

Emergencies: In case of medical emergencies, call 911 or seek assistance as appropriate from the nearest hospital or local urgent care clinics, doctors, dentists, etc. Manager should be informed of injuries occurring on Common Elements of the Anchorage.

In the case of fire, call 911 and notify the Manager. Each stairwell has a Fire extinguisher.

The Manager should be notified immediately of disruptions of utilities or services (heat, broken water pipes, roof leaks, etc.) to both Common Elements and individual Units.

Health, Safety and Quiet Enjoyment: No owner or occupant shall do or permit anything to be done within the Anchorage or bring or keep anything herein which would conflict with the health and safety laws or with any insurance policy of the Association or with any of the laws, rules, regulations or ordinances of any governmental or quasi-governmental authority having jurisdiction over the Anchorage. The Manager may refuse use of the common area facilities.

Personal Conduct: No disruptive conduct, display of an unsightly object or emission of a loud or objectionable noise, obnoxious odor, or bright light that may be a nuisance to another Unit shall be permitted to emanate from a Unit or Common Element especially between 10:00 PM and 8:00 AM. If a complaint is registered, the Manager will work to rectify the situation.

Public intoxication is prohibited in any Common Element. The consumption of illegal substances is prohibited at the Anchorage. Smoking or vaping is allowed only inside Units and in the parking lot area at least fifteen feet away from the buildings.

All persons shall be properly attired when appearing in any of the Common Element.

The use of and discharging of weapons of any kind on the Anchorage is strictly prohibited. This includes but is not limited to all firearms, air guns, sling shots, and bows and arrows.

Littering of any waste object including cigarette butts is prohibited in Common Elements.

No camping or overnight sleeping is allowed in Common Elements

Trash and Recycle: A dumpster is provided for the disposal of normal household waste. All food waste and similar items deposited in the dumpster are encouraged to be in sealed trash bags for safety and reduction of insects, animals and other pests. The dumpster lids must be kept closed. Recycling bins are available, and their use are strongly encouraged but please follow the posted guidelines as Summit County recycling is very limited--No glass or plastic bags, please.

Use of the dumpster for disposal of bulky, abnormal, hazardous or toxic materials, including, but not limited to, construction debris, paint, flammable liquids, furniture, mattresses, appliances, carpet, carpet pad and tires is prohibited. Waste not suitable for dumpster disposal, accumulations of refuse and other unsightly objects or materials or "donations of slightly used items" shall not be placed, kept or allowed to remain within the Common area including the dumpster area and shall be removed at the Owner's expense.

Fire and Evacuation Safety: Fireplaces must be always attended when in use and shall have a closed fire screen when in use. Fires must be completely extinguished before leaving the Unit. Warm embers are to be placed only in the "Ash Only" can near the dumpster and not on any other Common Element, the dumpster or BLM land to the east.

Firewood and other combustible materials may not be stored in the wooden stairwells or any storage areas within 3 feet of the stairwells. Firewood and propane may be stored on balconies. Firewood may be kept within the Unit.

No charcoal grills are allowed; only gas or electric grills are allowed. They must be attended during use. Their use is restricted to balconies; such devices shall not be used in the wooden stairwells. No portable firepits are allowed.

No fireworks of any kind shall be carried, stored, displayed, or exploded at the Anchorage.

Walkways, landings, and stairwells used for egress and ingress shall have no items such as bicycles, skis, kayaks, firewood etc. stored to limit use for such. Any gate placed across a stairwell shall be open after dark.

Unit Safety: The Owner of each Unit at the Anchorage shall assure that their thermostats are functional. When the Unit is unoccupied, the thermostat shall be set no less than 65 degrees Fahrenheit ("Minimum Temperature") from October 1st of each year to May 31st of the following year to minimize any damage from the freezing of water pipes. Windows shall be closed when the unit is unoccupied. During any Unit inspection, the Manager is authorized to reset the temperature of that Unit to the Minimum Temperature. If the Manager finds a thermostat malfunctioning, they shall arrange replacement at the owner's expense.

Each Unit shall have a charged and maintained portable fire extinguisher available. Each unit shall have operable smoke and carbon monoxide detectors placed near each bedroom.

All washing machines shall have stainless steel braided hoses to prevent ruptured hoses.

Vehicles and Parking: Anchorage has 28 parking spaces with one reserved for the resident manager leaving 27 for use by 30 units; parking is at a premium. There is no reserved parking.

Parking will be monitored using parking hang tags that have been issued to each Unit: 2 to each 2BR unit and 3 to each 4BR unit. The parking hang tags are to be displayed in any vehicle using Anchorage parking at all times of the year. The tags should be returned to the condo Unit when not in use. Request for replacement tags will be monitored and charges may apply. Non-permitted vehicles are subject to an initial window warning sticker followed by punitive actions noted below after 12 hours or if parking is limited.

Vehicles not associated with a Unit are subject to immediate tire booting or towing at the owner's expense.

Vehicles shall be parked within a single parking space and no other location that would impede parking space access. Parking is prohibited in posted "No Parking areas. The parking or operation of motorized vehicles in landscaped areas and Common Elements other than drive lanes and parking areas is prohibited. Parking is not allowed on BLM land to the east.

Only licensed registered operable passenger vehicles can use parking spaces. Small RVs that can fit completely in one parking space are allowed. Parking of large motor homes, vehicles with tandem axels, trailers of all types, boats, snowmobiles, ATVs, go carts, or any similar vehicle deemed inappropriate by the Board in its reasonable discretion is prohibited in the parking area; provided, however, that trucks or other commercial vehicles necessary for construction or for the maintenance of the Common Elements, Units, or any improvements thereto, are briefly allowed.

Parking of vehicles for more than 3 days when its owner is not in residence must have written permission from the Board. No approval shall occur around public holidays.

The starting of loud motorized vehicles such shall not be permitted between 10pm and 8 am.

No vehicle shall be used for accommodation in any Common Element.

No vehicle shall utilize the electric utilities of the Anchorage except temporary use of parking lot wall outlets for engine block heaters during winter. Electric vehicle charging is prohibited.

Infractions involving parking will first consist of a warning sticker. If 12 hours have passed and the violation is not resolved or if parking is limited, violation of \$25/day, a tire boot, or towing at the owner's expense may be utilized.

The Association, Board and Manager are not liable for any damage done due to enforcement.

Rentals and Occupancy:

Rental Restrictions: Rentals at Anchorage East are limited to a 4 night minimum. Occupancy is limited to 6 persons per two bedroom unit, and 8 persons per four bedroom unit. Any owners renting must use the management company designated by the HOA board. Violations of this rule are subject to the following fine structure;

1st violation - \$100

2nd violation - \$500

3rd violation - \$1000

Subsequent violations – additional legal actions for compliance.

Household Pets: Only Owners of record or their family are allowed to house household pets. No renters, lessors or guests are allowed to house pets. The only animals permitted on the Anchorage premises are a reasonable number of household pets that do not pose any safety, health or noise concerns. Loud or disturbing noises and aggressive behavior by the pet shall not be permitted. Per Town of Dillon ordinance, pets shall be under strict control by leash while in Common Elements and in the town of Dillon. Pets shall not be tethered, corralled or unattended in Common Elements. No pet shall be allowed in the enclosed swimming pool or hot tub area except to gain access to beach. Per Town of Dillon ordinance, owners are responsible for immediately removing any animal waste from the Anchorage and the Town of Dillon. As the BLM land to the east is highly utilized, please use the disposal bag mounted on the east wall of the east stairwell of building 1. The Manager, with approval of a member of the Board, may demand the removal of any animal that, in their determination, poses any health or safety concerns or that is disruptive of the quiet enjoyment of any Unit, Common Element or other part of the Anchorage, or that has had repeated offenses. Owners and family are responsible to pay for any damage to Common Areas, other Units or any person caused by their pets.

Pool and Hot Tub: Rules are posted in the pool and hot tub area and users must abide by the rules.

Pool Access shall be by keyed lock. Upon entry or exit, the gate must be left closed and locked.

THERE IS NO LIFEGAURD ON DUTY IN THE POOL AND HOT TUB AREA. USE THE FACILITIES AT YOUR OWN RISK.

Diving into the pool is not permitted.

Only Owners Units and their guests and renters with no guests may use the pool and hot tub. The pool and hot tub shall be open for use from 8AM to 10PM or such other operating hours that the Board shall determine from time to time. Wearing of swimwear is required when in the pool and hot tub.

Public intoxication or disruptive, profane or vulgar conduct is not permitted in any Common Element, including in or about the pool and hot tub area.

No glass containers are allowed in the pool and hot tub area. No food or drink is allowed to be consumed while in the pool or hot tub.

No animals are allowed in the enclosed pool or hot tub area except to gain access to the beach.

Pool: Any person under 12 shall be monitored at all times by an adult over 18.

Pool furniture shall not be removed from enclosed pool area

Hot Tub: The maximum number of people allowed in the hot tub is 6. Any person under 12 shall be always accompanied by an adult over 18. No child 5 or under shall be allowed.

Hot tub use by any group is limited to 30 minutes if others are waiting. Pregnant women, heart patients, elderly people should be cognizant of the increased risk with use.

The control settings of the hot tub are not to be disturbed. The hot tub is to be covered and secured with clips when the parties cease using it. Care must be taken in handling the cover.

Personal Watercraft and Bicycles-Overnight storage of personal watercraft is limited to the lake wall racks and limited to Owners and their guests. Access is gained thru application to the Association and granting of an assigned rack for a specified period due to supply of racks and demand of users. Each shall be marked with owner and unit number. There shall be no storage from November 1 to May 1.

Bicycles may be stored on bike racks, but not in stairwells, walkways, or any other Common Element. The bike must have a tag attached noting owner and Unit number.

Personal Property in Common Elements: No personal property including watercraft and bicycles shall be left on or in any Common Element overnight except in Limited Common Elements such as balconies.

Common Elements: Operation, maintenance and repair of the common elements is the responsibility of the Association and delegated to the Manager. No Owner shall make any changes or attachments to the exterior of any portion of the Anchorage without prior written consent of the Board.

The decks, balconies, stairways and windows shall be used only for the leisure purposes intended and shall not be used for storing trash or drying or hanging garments or cleaning rugs. Apparatus for raising kayaks to balconies must be unobtrusive after action.

No sign, billboard, poster board or advertising structure of any kind, including signs for the sale, rental or leasing of any Unit shall be placed, erected, displayed or maintained anywhere within the Anchorage, including on the balconies, decks, windows and exterior walls of the Units.

No attachment, enclosure, structure, outbuilding or facility of any kind, shall be placed, erected, constructed or maintained by any Owner or other person within the Anchorage except with prior written Board approval.

No tree, shrub, bush or other vegetation or landscaping element shall be cut, trimmed, pruned, removed, relocated or otherwise disturbed, nor shall any surface contour be graded, re-graded, altered or otherwise disturbed, without the prior written approval of the Board.

Personal use of common area utility outlets of water and electricity shall be limited to brief use.

Individual Units: A Unit is defined in the Declaration as “the individual air space which is contained within the perimeter walls, floors, and ceilings, windows and doors of each unit..., together with all fixtures and improvements therein, but not including any of the structural components of the building, if any, located within the unit.” An Owner’s tangible interest is from the “paint in.”

Interior Unit maintenance is the sole responsibility of the Owner of each unit. Fireplaces, paint-in utility installations, fixtures, doors, windows, and the finished surfaces of all interior walls, floors and ceilings and appurtenances hereto in a unit are to be maintained in a good state of repair by the Owner.

The Resident Manager is not responsible for, nor required to perform interior maintenance or repairs except on general Common Elements, such as utility systems serving more than one unit, which are the Association’s responsibility.

Television/radio antennae, external satellite dishes and equipment that would protrude through the walls, windows or roof of the condominium may not be installed on the exterior of the complex or on any limited common element balcony, deck, or terrace. Window fans and small A/C units are allowed June 1 to September 30. Hot tubs are not permitted on unit balconies.

An owner shall take no action without written approval of the Board that would impair the structural soundness or integrity of the buildings or other common elements. Prior to starting any Unit remodel or modification (including windows and doors), whether large or small, the owner must submit a remodel request to the Board for their review and approval. Owners are responsible for obtaining necessary building permits. Construction dumpsters must be approved by the Manager.

Unit owners are directly responsible for proper asbestos remediation or issues arising from disturbance of asbestos in their Unit.

Unit Owners are required to allow ample access to heating and plumbing utilities and other Common Elements within their units.

Insurance, Liability and Assumption of Risk: Insurance coverage on “The Building’s Common Elements” and “Limited Common Elements” is provided at the expense of the

Association in the amounts and types determined by the Condominium Declaration and the Board.

Insurance coverage for damage to a condo structure “paint in” including furnishings and other items of personal or other property belonging to an owner and liability coverage within each unit shall be the sole and direct responsibility of the unit owner.

Any damage to the general Common Elements or common personal property caused by an Owner, family, pets, Unit occupants, tenants or guests shall be repaired at the expense of the Owner of the Unit involved. Association Insurance Deductibles may also be assessed to Owners causing damages to general Common Elements, Limited Common Elements of other Units and/or their personal property.

Owner’s sole risk for personal property: All personal property placed in any portion of the Anchorage including without limitation the Limited Common Elements, Common Elements, or storage areas, shall be at the sole risk of the Owners, and the Board and Manager shall, in no event, be liable for the loss, destruction, theft or damage to such property.

Owner’s sole risk in use of Common Element: All persons using any of the Common Elements do so at their own risk and sole responsibility. The Anchorage, Association, Board and Manager do not assume responsibility for any occurrence, accident, or injury in connection with such use. No Owner shall make any claim against the Association, the Board, its servants or agents, Manager, its servants or agents for or on account of any loss or damage to life, limb or property sustained as a result of or in connection with any such use of any of the Common Elements. Each Owner shall hold the Association, the Board and Manager harmless from any and all liabilities and any action of whatsoever nature by any tenants, guests, invitees or licensees of such Owner arising out of their use of the Common Elements, except where such loss, injury or damage can be clearly proved to have resulted from and been proximately caused by the direct negligence of the Association, Board, its servants, agents or employees in the operation, care or maintenance of such Common Areas.

Enforcement and Penalties: Owners shall be responsible for informing families, lessees, employees, agents, invitees and guests of these Rules and Regulations and attaining their consent to be governed thereby. Each Owner shall comply with and shall require its family members, guests, tenants, renters, and invitees to comply with all provisions of the Rules and Regulations that apply to the Owner, the Owner’s Unit, Common Elements, or any Limited Common Elements appurtenant thereto. Owners are ultimately responsible for the actions of those parties.

The Manager by authority of the Board is responsible for enforcing these Rules and Regulations.

The Board in its sole discretion shall interpret and administrate these Rules and Regulations and resolve situations and matters not specifically addressed by these Rules and Regulations or ones that the Manager is not able to resolve.

Violations of these Rules and Regulations shall subject the applicable Owner to sanctions:

Individual Violation: A warning notice requiring the correction of the violation immediately shall be emailed to the Owner. Such correctly sent email shall be deemed accepted notice. The owner may be notified in person by the Manager. In the event the violation is not addressed and resolution initiated immediately (defined as within 24 hours of notice), a fine of up to \$25 per day may be assessed by the Board.

Subsequent Same Violations: A fine of \$50 per day shall be assessed to the applicable Owner by the Board for re-occurrence of the same violation within a 90-day period until resolution.

Any Owner notified of a violation shall have seven (7) days from the notification date of any violation notification from the Board to file a written protest with the Board and shall have the right to appear in person or by representative at a called Board meeting. A final decision by the Board shall be binding on the Owner. All accumulated fines shall still apply if the ruling is against the owner and shall be due immediately following the ruling.

All fees, charges and penalties imposed by the Board and costs incurred by the Association in enforcing these Rules and Regulations shall be considered assessments enforceable against Units and Owners.

Penalty Assessments are due and payable on the first day of each month (delayed until hearing if requested). They will be considered late if not received by the last day of the month. A late fee of \$100 will be assessed the next day on the first of the month that each individual penalty assessment is not paid in full.

The Board, in accordance herewith, shall have the authority to take any additional remedial action it deems appropriate, including, but not limited to, the filing of a lien, the filing of an action for injunctive relief or money judgment. Nothing set forth herein shall be construed to limit any remedy available to the Board in the enforcement of these Rules and Regulations.