

RULES AND REGULATIONS
TENDERFOOT LODGE HOMEOWNERS' ASSOCIATION
Revised 6/1/22

TERMS – The terms herein shall have the meaning as defined in the Declaration for Tenderfoot Lodge Condominiums unless indicated otherwise.

OWNER – The term “Owner” as used in these rules and regulations shall include a unit Owner, all family members, guests, tenants, and invitees.

COMPLIANCE – Each Owner shall comply with and shall requires its family members, guests, tenants and invitees to comply with all provisions of the Project Documents that apply to the Owner, the Owner’s Unit or any Limited Common Elements appurtenant thereto.

NO OBSTRUCTION OF COMMON ELEMENTS – There shall be no obstruction of the Common Elements and the walkways, entrances, halls, corridors, stairways, Great Room, hot tubs, sidewalks, paths, driveways, parking areas and roads shall not be used for any purpose other than ingress to and egress from the units. Skis, snowboards, boots, poles, baby carriages, scooters, bicycles, playpens, wagons, toys, benches, chairs, or other personal property shall not be left in the Common Elements. No “Keystone wagons” are allowed in the building.

ALLOWED USES – All Owners may use the Common Elements for the purposes for which such Common Elements are intended in any manner that does not reasonably interfere with the rights of other Owners in and to the common Elements. No Owner shall cause any damage to any Common Element.

UPKEEP OF UNITS AND LIMITED COMMON ELEMENTS – each Owner shall keep his unit and the Limited Common Elements appurtenant thereto in a good state of preservation, repair, and cleanliness, including but not limited to, keeping all landscaping thereon trimmed and maintained in a neat and orderly manner. If an event occurs within a unit which damages a neighboring unit(s), the owners of the impacted units will be responsible for resolving repairs with the owner of the unit causing the damage as outlined in the Unit to Unit Maintenance Policy; the Association will not be responsible for resolving repairs for damage caused between units.

EXTERIOR – An Owner may not, without the prior written consent of the Board of Managers, install or erect any improvement, mechanical system or fixture, including clotheslines of antennas, that protrudes beyond the boundaries of the Owner’s unit Limited Common Element that is assigned to solely the Owner’s Unit. The Board of Directors reserve the right to limit the use of inappropriate furniture, fixtures or other property within Limited Common Elements. To the point, all patio furniture must be of an earth tone or green color. Folding furniture is prohibited.

SKIS, SNOWBOARDS, AND RELATED GEAR – Skis, ski boots and snowboards are not allowed to be carried through or worn in the Great Room. Owners are to use the garage entrances to access the units.

RESTRICTION ON COMMON ELEMENT USE – Baby carriages, scooters, bicycles, playpens, wagons, toys, benches, chairs or other articles of personal property shall not be left unattended in the common areas of the Project's passageways, parking area, sidewalks or lawns or elsewhere on the Common Elements. No camping is allowed on the Property. No sleeping is allowed in any Common Element. Foot traffic shall follow trails established for that purpose.

GARBAGE DISPOSAL – All garbage, trash and refuse from the units shall be deposited with care only in containers intended for such purpose and in such manner as the Board of Directors may direct, i.e. taken to and placed into the compactor in the front parking lot. All disposal containers shall be used in accordance with instructions given by the Board of Directors. No trash burning is allowed. Recycling totes are located in the dumpster enclosure. Please make sure to properly sort any recyclables as indicated on the totes. Under no circumstances should garbage be disposed of in the recycling bins.

WATER AND SEWER APPARATUS – The bathroom and kitchen water and sewer apparatus in the project shall not be used for any purpose other than those for which they were constructed. Owners are cautioned against excessive use of soaps and other detergents in their appliances or plumbing apparatus which may cause overflow of suds in any Unit or in any central waste disposal system. Any damage resulting from misuse of any water closets or other such apparatus shall be paid for by the Owner in whose Unit the misuse occurred.

NO NOXIOUS OR OFFENSIVE ACTIVITIES – No noxious or offensive activity shall be carried on in any Unit or on the Common Elements, nor shall anything be done herein which may be or become an annoyance or nuisance to the other Owners. No Owner shall make or permit any disturbing noises in the Project or permit anything which will interfere with the rights, comforts or convenience of other Owners or occupants. All Owners or occupants shall keep the volume of any radio television or musical instrument in their Units sufficiently reduced at all times so as not to disturb other Owners or occupants. Despite such reduced volume, no Owner shall operate or permit to be operated any such sound producing devices in a Unit between the hours of ten o'clock P.M. and the following eight o'clock A.M. if such operating shall disturb or annoy other Owners or occupants of the Property. No odor shall be emitted that is unreasonably offensive. No open fire shall be allowed to exist unless contained in a customary barbecue grill approved by the Board of Directors. No charcoal grills are allowed. Gas operated grills are permitted.

NO SMOKING - In keeping with Summit County Ordinance 15, owners, residents and guests may not smoke in any Common Element, including the lobby, stairwells, hot tub area, barbeque area, garage; or Limited Common Element such as decks, or within 15 feet of the building or Common Element. If smoking in other than prohibited areas, owners, residents and guests must place any tobacco product debris in appropriate trash receptacles. To the extent that any smoking is noxious or offensive, an annoyance or nuisance to others, or is unsafe or hazardous to others, the Association may take action to enforce the Declaration Section 13.5. No smoking signs have been installed on all unit decks and must remain visible.

NO FIREARMS EXPLOSIVES -- No firearms, explosives or the like shall be discharged or detonated on the premises.

NO TRADE OR BUSINESS - No Owner shall carry on any business or trade, commercial, religious, educational or otherwise, for profit, altruism or otherwise, from in or on their-Unit or allow any other person to carry on any such business or trade to the extent that it interferes or affects other occupants.

OWNER CAUSED DAMAGE – Any damage to the Property caused by an Owner or Owner's pet [s] shall be repaired at the expense of the Owner.

KEEPING OF PETS – No person but legal Owners and their immediate families [not guests, renters, or invitees] may have household pets in the Property and shall be limited to no more than two pets. All pets must be kept on a leash when outside the Unit of the Owner. Pets shall not be left unattended while outside of the Owner's Unit. Owners shall be responsible for picking up after their pets. Owners are subject to fines and injunctive relief if their pets urinate or defecate on the decks. Additionally, the same applies if Owners don't remove their pet's waste from the common areas.

RESTRICTIONS OF USE OF PARKING AREAS – Unless otherwise authorized by the Board of Directors, the parking areas - inside and outside - may not be used for any purpose other than parking Vehicles (automobiles, pick-up trucks), Other Motorized Vehicles (motorcycles, motor scooters, electric bikes, ATVs) and/or Trailers (small sport/cargo trailers - defined as less than the length of an automobile) owned or operated by owners or guests currently in residence in a Unit. A total of 2 Vehicles, Other Motorized Vehicles, Trailers, or Oversized Vehicles per Unit are allowed to be parked on the Property. Other Motorized Vehicles may only be parked in the garage during the period May 1 – Oct 30 after receiving board approval. They must be parked in the space reserved and identified for them at the back of the garage. Specific spaces in the front parking lot are identified and are reserved for Oversized Vehicles (more than 6'5" (77") in height or more than 19' (228") in length). Oversized Vehicles are prohibited from parking in the garage.

No buses, trucks over ¾ ton, boats, boat trailers, campers, camper shells, or commercial vehicles shall be parked on the Property. All Vehicles, Other Motorized Vehicles, Trailers, and Oversized Vehicles required to be licensed, must have current license plates and be in operating condition. No Vehicle, Other Motorized Vehicle, Trailer, or Oversized Vehicle shall be parked with a "For Sale" sign attached, or shall be constructed, repaired, or serviced on the Property. Owners and guests must receive permission from the Property Manager before parking their Vehicles, Other Motorized Vehicles, Trailers, or Oversized Vehicles for extended periods (over 7 days) when they are not in residence in their unit.

COMPLIANCE WITH PARKING AND TRAFFIC REGULATIONS - All Owners shall observe and abide by all parking and traffic regulations as posted by the Board of Directors or by the municipal authorities. Automobiles parked in violation of any such regulations may be towed away at the Owner's sole risk and expense. Parking so as to block sidewalks or driveways shall not be permitted. If any automobile owned or operated by an Owner shall be illegally parked or abandoned on the Property, the Board of Directors shall be held harmless by such Owner for any and all damages or losses that may ensue; and any and all rights in connection therewith that the Owner or driver may have under the provisions of state or local laws and ordinances are hereby expressly waived. The Owner shall indemnify the Board of Directors against any liability that may be imposed on the Board of Directors as a result of such illegal parking or abandonment and any consequences thereof.

OWNER'S SOLE RISK FOR STORAGE ITEMS – All personal property placed in any portion of the Property including without limitation the Limited Common Elements, Common Elements, or storage areas, shall be at the sole risk of the Owners, and the Board of Directors shall in no event be liable for the loss, destruction, theft or damage to such property.

STORAGE OF BICYCLES AND KAYAKS – All bicycles and kayaks at Tenderfoot Lodge must be properly stored on the bike racks located in the parking garage. Bikes and kayaks must display the appropriate sticker indicating the owner's unit number. Stickers are available free of charge through the HOA management company. Bikes may not be stored on the end of the racks. Bikes should be stored in the appropriate space, relative to tire size.

OWNER'S SOLE RISK IN USE OF COMMON ELEMENTS – All persons using any of the Common Elements do so at their own risk and sole responsibility. The Board of Directors does 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 of Directors, its servants, agents or employees, 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 and the Board of Directors 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 Board of Directors, its servants, agents or employees in the operation, care or maintenance of such Common Elements.

PROPER ATTIRE – All persons shall be properly attired when appearing in any of the Common Elements.

CLOSURE OF DOORS – Unit doors opening into public halls or walkways shall be kept closed and secured at all times except when in use. Doors may be left open to allow for air flow as long as the unit is not left unattended.

PLANTS - The planting of plants, flowers, trees, shrubbery or crops of any type is prohibited anywhere on the Limited Common Elements or the Common Elements without the prior written consent of the Board of Directors. No existing plants, flowers, trees, shrubbery on the Property shall be cut, trimmed, or removed without the prior written consent of the Board of Directors.

HOT TUBS – The hot tubs shall only be used from 8:00 A.M. to 10:00 P.M. All posted rules shall be followed.

SMOKE AND CARBON MONOXIDE DETECTORS – Smoke and Carbon Monoxide Detectors have been installed in all units. It is the Owners' responsibility to maintain the detectors in proper working order and replace them at their expense as needed.

VIDEO SURVAILLENCE SYSTEMS – Tampering with or disabling any of the installed video cameras, smart locks, or other security systems on the property is prohibited.

WINDOWS AND DOORS – Owners are responsible for upkeep of their unit windows and doors. Window and door replacements must be approved by the HOA Board in accordance with the window and door replacement policy. Any modifications to interior window treatments must also receive approval from the HOA Board.

ACCESS – Owners shall ensure that the HOA [through the HOA’s management company] has immediate access to all units at all times with the Board-approved key. Owners are solely responsible for communication to and compliance of their rental company with the aforementioned. Owners are encouraged to install an exterior lockbox with a key for their own emergency access.

ENFORCEMENT OF RULES AND REGULATIONS

- 1st Offense – Written Warning and \$150 Fine
- 2nd Offense - \$300 Fine
- 3rd Offense - \$600 Fine and potential legal action for compliance