

# Oro Grande Lodge Rules & Regulations

**ORO GRANDE**  
**RULES AND REGULATIONS**

- 1) The following rules and regulations ("Rules and Regulations"), except as otherwise expressly stated, apply to all Owners and their families, lessees, employees, agents, invitees and guests with respect to the use of the Units and any other portion of the Project. Capitalized terms not specifically defined in these Rules and Regulations shall have the same meaning as the meaning given to such terms in the Declaration of Covenants, Conditions, Restrictions and Easements of Oro Grande Lodge.

**Ownership and Occupancy**

- 2) The Owner of each Residential Unit in the Project shall heat such Unit so as to maintain a minimum temperature in the Unit of no less than 55 degrees Fahrenheit from October 1st of each year to May 31st of the following year in order to minimize any damage which could result from the freezing of pipes, both individual and common, which pass near or through individual Units within the Building. This minimum heating requirement must be met even when the Unit is vacant.

**Health, Safety and Quiet Enjoyment**

- 3) No loud or objectionable noise, obnoxious odor, or bright light shall be permitted to emanate from any Unit which may be deemed a nuisance to the Owners or occupants of any other Unit.
- 4) No fireworks of any kind shall be carried, stored, displayed or exploded on or over the Project.
- 5) No fire hazard, unsightly object or nuisance shall be placed, erected, constructed or permitted within the Project, nor shall any Owner or occupant of a Unit endanger the health or safety of any person or interfere with the peaceful possession and quiet enjoyment of any other Owner or occupant of a Unit.
- 6) No flammable oils or fluids including, but not limited to, gasoline, kerosene, naphtha, benzene, explosives or any item hazardous to the environment, life, limb or property shall be permitted on or about the Project.
- 7) Dumpsters are provided for the disposal of normal household waste. Use of the dumpsters for disposal of bulky, hazardous or toxic materials, including, but not limited to, construction debris, paint, flammable liquids, furniture, appliances, carpet, carpet pad and tires is prohibited. All waste deposited in the dumpsters shall be in sealed trash bags.
- 8) Waste not suitable for dumpster disposal, accumulations of refuse and other unsightly objects or materials will not be placed, kept or allowed to remain within the Project and shall be removed expeditiously at the Owner's expense.
- 9) Owners of Residential Units are not permitted to change the lockset to the Unit's entry door without the prior approval of the Executive Board.
- 10) All deliveries and moving of furniture, fixtures, equipment and other household or commercial items to and from the Units shall be made by authorized entries as reserved

through Managing Agent and any elevators only and shall not cause any unreasonable noise or unreasonable disturbance to the Owners or occupants of any other Units.

### **Exterior Appearance**

- 11) The balconies, terraces, stairways and windows shall be used only for the purposes intended, and shall not be used for drying or hanging garments, cleaning rugs, or storing other objects, including, but not limited to, skis, bicycles, skateboards, ladders or equipment. To ensure a consistent appearance for the Residential Units from the exterior of the building, horizontal blinds which match the original interior trim work should be hung on all exterior facing windows and doors in which window coverings are placed. All Residential Units must have the same type and color of window coverings initially installed in the Residential Unit to promote a uniform exterior appearance. Any deviation must be approved by the Executive Board. The sidewalks, driveways and entrances must not be obstructed or encumbered or used for any other purpose other than ingress and egress to and from the Project unless otherwise authorized by the Executive Board.
- 12) Use of charcoal barbecue grills on the Project is prohibited.
- 13) Gas and electric barbecue grills, outdoor patio furniture, bird feeders and decorative items compatible with the design and style of the Project may be placed and kept outside of the Residential Units without the prior approval of the Executive Board.
- 14) No exterior satellite dish, television or radio antenna shall be placed, erected, constructed or maintained within the Project.
- 15) No sign, billboard, poster board or advertising structure of any kind, including signs for the sale, rental or leasing of any Residential Unit shall be placed erected, displayed or maintained anywhere within the Project, including on the balconies, porches, decks, windows and exterior walls of the Residential Units.
- 16) No tree, shrub, bush, other vegetation or landscaping element shall be cut, trimmed, pruned, removed, relocated or otherwise disturbed, nor shall any surface contour be graded, regraded, altered or otherwise disturbed, without the prior approval of the Executive Board.

### **Vehicles and Parking**

- 17) Parking of motor homes, vehicles with tandem axles, trailers of all types, boats, snowmobiles, ATV's, or any similar vehicle deemed inappropriate by the Executive Board in its reasonable discretion is prohibited; 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 permissible but shall not at any time be parked in the Garage Units.
- 18) The parking or operation of motorized vehicles in landscaped areas and Common Element areas other than drive lanes and parking areas is prohibited.
- 19) All garage space shall be used for vehicle parking and by permit only. Only occupants of a Residential Unit may use garage Units. In no event shall any garage space be used for commercial or manufacturing purposes, nor shall any loud noise, nuisance, or excessive utility use be permitted. The Garage space, which is defined as common element, shall be

used primarily for parking of cars and trucks used routinely for transportation by an occupant of a Residential Unit. Therefore, no Owner shall use such the garage space in a manner that would preclude the parking of one car or truck within such space. No parking of inoperable vehicles shall be permitted within the garage space.

- 20) The following vehicles will be towed away immediately at the vehicle owner's expense:
- a) Inoperative vehicles;
  - b) Vehicles obstructing traffic, snow removal or trash collection or parked in a drive lane;
  - c) Vehicles obstructing access to any Garage Unit, or surface parking spaces except when properly parked therein;
  - d) Vehicles parked in posted "No Parking" zones;
  - e) Vehicles blocking access to fire hydrants or otherwise violating fire code or health and safety laws; and
  - f) Vehicles parked in landscaped areas.
- 21) No person shall do or permit anything to be done within the Project, or bring or keep anything herein which would conflict with health and safety laws or with any insurance policy of the Association or with any rules of the Association or with any of the rules, regulations or ordinances of any governmental or quasi-governmental authority having jurisdiction over the Project.

### Animals

- 22) Subject to the prior written approval of the Owners Association, up to two (2) pets maybe kept in a Residential Unit. Only Unit Owners are permitted to have pets; renters, tenants and guests are Not permitted to have pets. Each pet permitted by the Owners Association shall be registered with the Owner Association as to type, breed and such other identification as is appropriate. Any changes in pets shall be reported to the Owners Association within thirty (30) days of any change. Only dogs, cats and other non-exotic household pets shall be permitted. Dogs and cats shall be neutered. The type and behavior of permitted pets shall be regulated by the Executive Board. Permitted pets must be kept in the interior of a Unit, shall not be kept in any manner on a deck, in a storage unit or on a parking space. Pets shall not be permitted to run at large and shall not cause any nuisance by noise or otherwise. Persons on the Property outside of a Unit who are accompanied by permitted dogs must keep such dogs under the person's direct control by use of a leash not to exceed ten (10) feet in length. Any animal waste deposited on the Common Elements shall be immediately removed by the Owner and placed in a trash receptacle. No other animals, livestock or poultry of any kind shall be kept, raised or bred on any portion of the Property. Owners are responsible to prevent pets from damaging any landscaping, buildings or property owned by others. Any damage to landscaping or Common Elements caused by any pet shall be repaired or replaced, as necessary, at the Owner's expense.

### Recreation Facility

- 23) Owners and occupants of Units and their guests may only use the pool and spa area. The pool and spa shall be open for use from 8:00 a.m. to 10:00 p.m. or such other hours of

operation that the Executive Board shall determine from time to time. Owners and occupants of Residential Units, and their guests must wear suitable attire while using the Recreation Facility. Regulation swimwear only is permitted in the pool and spa areas, and there shall be no cutoffs permitted.

- 24) Public intoxication is not permitted on or about the Recreation Facility and no glass containers are permitted. No disruptive, profane or vulgar conduct is permitted on or about the Recreation Facility, and no loud music is permitted on or about the Recreation Facility.
- 25) Children under the age of twelve (12) must be accompanied at all times by an adult while on or about the pool and spa.
- 26) THERE IS NO LIFEGUARD ON DUTY IN THE POOL AND SPA AREAS. OWNERS AND OCCUPANTS OF UNITS AND THEIR GUESTS SWIM AT THEIR OWN RISK.

### **Meeting Facilities**

- 27) Use of the meeting facilities by Oro Grande homeowners and Oro Grande rental guests will be arranged through the Managing Agent ..
- 28) Use of the facilities by an Oro Grande homeowner will be free of charge excluding cleaning fee, which will be based on the then current hourly rate charged by the Managing Agent.
- 29) Rental income generated by use of the meeting facilities will accrue to the benefit of the Homeowners Association and will be placed in the general operating fund of the Association. Services provided to meeting groups (to include food and beverage, meeting supplies, linens, and cleaning) will be invoiced by and paid to the associated contractor.

### **Enforcement and Penalties**

- 30) Owners shall be responsible for informing tenants, guests, invitees and contractors of these Rules and Regulations.
- 31) The Executive Board in its sole and reasonable discretion shall resolve situations and matters not addressed by these Rules and Regulations.
- 32) Violations of these Rules and Regulations shall subject the applicable Owner to the penalties at the discretion of the Executive Board:
- 33) First Violation: A warning notice to the applicable Owner to have the violation immediately corrected. In the event the violation is not immediately corrected, a fine of up to \$25 per day shall be assessed.
- 34) Subsequent Violations: A warning notice or a fine of up to \$50 per day for each same or continuing violation within a ninety (90) day period shall be assessed to the applicable Owner.
- 35) Any Owner notified of a violation shall have thirty (30) days from the postmark date of any violation notification from the Executive Board to file a written protest with the Executive Board, and shall have the right to appear in person or by representative at the next Executive Board meeting. A final decision by the Executive Board shall be binding on the Owner.
- 36) All fees, charges and penalties imposed by the Executive Board and costs incurred by the Association in enforcing these Rules and Regulations shall be considered default assessments enforceable against Units and Owners in accordance with the Declaration.

37) The Executive 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 Executive Board in the enforcement of these Rules and Regulations.

THE ABOVE RULES AND REGULATIONS have been UNANIMOUSLY APPROVED by the Executive Board this 21 day of, 20 10.

*January*

*[Handwritten Signature]*

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