

Association Policies, Rules & Regulations

The Lodge at Smugglers Notch, from which the Lodge Condominium campus is built, was an important historic component of Stowe as the legendary Ski Capital of the East. Our property, located at the mountain, surrounded by Stowe Mountain Resort and Vail properties, and within Spruce Peak at Stowe operations, contains beautifully landscaped common areas and 35 private homes. The following Policies, Rules, and Regulations established by the Board of Directors (the "Board") of the Lodge Condominium Homeowners Association (the "Association") are deemed necessary to provide a safe and enjoyable experience within a civil, well managed environment where rights are respected and protected, and to ensure the operation of the condominiums are in keeping with high standards set by Spruce Peak at Stowe.

1) QUIET AND PEACEFUL ENJOYMENT

All Owners, Guests, and Renters are entitled to peacefully and quietly enjoy their Units in a manner consistent with living in a high end condominium complex, and are at all times required to respect the rights of others and support the peaceful environment of the condominium property.

2) ASSOCIATION PROPERTY MANAGER, EMPLOYEES AND CONTRACTORS

ARFA Property Management (the "Manager") provides property maintenance services on behalf of the Association. No Owner, Guest, or Renter shall reprimand, discipline, or interfere with ARFA Property Management principals, Mike and Deb Martin, or their employees or contractors, verbally or otherwise. Their employees or contractors are under the supervision of the Board or the Manager. Any employee or contractor not giving proper and courteous service should be reported to the Board and the Manager.
Renters are to contact their rental agent only for any requests or problems.

3) GUESTS OF OWNERS

A Guest is defined as a friend or relative of the Owner who is not paying for the use of the Unit. All Owners are responsible for their Guests observing the Association's Policies, Rules and Regulations. If the Owner is not in residence when Guests use the Unit, the Guest should be given a copy of paragraphs 1-13 of these Policies, Rules and Regulations and a copy should be available in the Unit.

4) RENTERS

- A Renter is defined as anyone who is paying for the use of a Unit from an Owner.
- Owners who rent their Unit are responsible for seeing that Renters follow these Policies, Rules and Regulations of the Association.
- If an Owner has a rental agent, the Owner remains responsible for seeing that Renters follow these Policies, Rules and Regulations. The Owner will furnish the Manager with the rental agent's name and telephone number or identify themselves as the rental agent.
- If a Renter has a problem in the Unit they are renting, please ONLY contact the rental agent.
- Sections 1-13 of these POLICIES, RULES AND REGULATIONS are to be given to Renters and made available in all rental Units.
- Rental agents will supply the Manager with the rental Unit number, Renter's name, number and make of vehicles, number of people, and arrival and departure dates.

5) USAGE OF COMMON AREAS & FACILITIES

All Common Areas and Facilities (as they are defined in the Amended & Restated Declaration of the Association (the "Declaration")) are to be used in a manner consistent with shared ownership. Owners, Guests and Renters are responsible for maintaining good order and condition, and usage that does not unreasonably interfere with the rights of other Owners, Guests, or Renters.

6) SWIMMING POOL

- NO LIFEGUARD ON DUTY. SWIMMING IS AT YOUR OWN RISK.
- The pool is open to Homeowners, Guests, and Renters only.
- Children under 12 must be accompanied by an adult.
- Pets are not permitted in the fenced pool area.
- Light food (snacks, beverages, etc.) are permitted in the fenced pool area. Food remains, trash, etc., must be taken away from the area. No glass or other breakable materials are permitted.
- No horseplay, running or excessive noises, e.g., loud music, will be allowed in or around the pool area. Please be considerate of your neighbors.
- The pool may not be used after 10PM.
- No smoking in the fenced pool area.

7) GRILLING

No grilling of any type is permitted on Unit terraces, patios, or outdoor decks or on Common Area walkways. Portable gas and charcoal/wood grills are permitted on adjacent Common Areas and in the Common Area space by the pool outside of the fenced pool area. The permanent charcoal/wood grill in the Common Area space near the pool is available for use on a first-come/first-served basis. If the food to be grilled is such that significant smoke or odor is created, the grill should be placed far enough away from the Units so as to not interfere with the Units, or otherwise cause damage.

8) SMOKING POLICY

- Outdoor smoking, of any kind, including electronic cigarettes, is prohibited within 50 feet of a building, including Unit terraces, decks, and patios, and in Common Area walkways and the fenced pool area.
- Those who do smoke on driveways or parking areas, or areas that may be designated for smoking, are required to dispose of their smoking material in a safe and proper manner.
- Indoor smoking: Although the decision of whether to allow smoking within individual units is up to the unit Owner, the Board recognizes that smoking is a major cause of domestic fires and that passive smoke inhalation is a significant health risk. For those reasons, The Board strongly urges all Owners to consider making their units "non- smoking".

9) PROHIBITED ACTIVITIES

Playing loud music or creating excessive noise that disturbs the peaceful and quiet enjoyment of other Owners, Renters, or Guests is prohibited.

10) PARKING POLICY

Goals

To ensure the safe function of the parking facilities

To ensure that only authorized vehicles use the parking facilities

To control unauthorized use of the facilities so that Owners and Renters have adequate parking available to them

Policies and Practices

- All vehicles will display a valid parking pass issued by the Manager.
- No more than 2 vehicles per unit shall be parked at any one time without permission of the Manager.
- No parking in fire lanes.
- No parking in front of trash receptacles.
- No unregistered or unlicensed vehicles, boats, or RV's are permitted to be stored on the property without the approval of the Board.
- Improperly parked cars are subject to towing at the expense of the car owner.
- Be particularly careful driving through the area.
- Drive slowly and always give pedestrians the right of way.
- Always try to park as close to your unit as possible.
- When snow plowing is underway, you may be asked to move your vehicle to permit completion of the plowing.

Parking Passes

- The Manager will supply 2 passes per unit to all Owners. The Manager will leave passes in units, excluding those owners who only rent their units. For those Owners, the Manager will mail passes to your home address.
- Owner must alert agents they use to rent the property that they should be in touch with the Manager to obtain renter parking passes.
- Please contact the Manager for additional temporary Owner passes for specific events.

Enforcement

- The Association will install signs alerting users of the need to display parking passes and that the parking lots are only for Lodge Condominium users.
- Owners may report violations to the Manager. The Manager will give violators a warning before taking action. Violators are subject to towing at the expense of the car owner.

11) GARBAGE AND RECYCLING MATERIALS

- Garbage is picked up from garbage sheds at the far end of both parking lots on Monday and Friday.
- The Association recycles paper, plastic, cans, and glass in accordance with Town law. Recycling materials are picked up on Fridays.
- Place trash and recycling materials in the marked areas of the garbage sheds at the far end of both parking lots. Recycling may be mixed in one recycling bin.
- **RECYCLING is mandatory!**

12) PETS

- Compliance with Section 4.08(A)(viii) of the Association Bylaws (the “Bylaws”) is required.
- Owners may have dogs, subject to the following:
 - Owner’s dog is safe and has no history of biting or otherwise aggressive behavior.
 - Owner’s dog is current with all required shots and vaccinations including rabies.
 - Owner’s dog must be controlled so as to not interfere with the rights of others, or negatively impact the Common Areas.
 - Owner’s dog will not create noise that disturbs other Owners.
 - Owner’s dog will be walked on a leash at all times and any messes made by Owner’s dog will immediately be picked up.
 - Owner’s dog will not be permitted to urinate on Common Area lawns near the Units.
- Short term Renters may not have dogs.
- Long term Renters (those renting for at least 6 months) may have dogs subject to prior written agreement by the Renter and the Owner to the terms set forth in the **Application and Agreement Form**, copies of may be obtained from the Manager.

13) FIRE EXTINGUISHERS AND SMOKE DETECTORS

Fire extinguishers and smoke detectors are inspected annually by the Association. Fire extinguishers must be kept in the Unit at all times. Use of the fire extinguisher for any reason must be reported to the Manager.

14) UNIT MODIFICATIONS

- Owners planning any Unit modifications must give early prior written notice to the Manager, obtain approval of the Board as required, and secure the necessary Town or state permits. All modifications must be accomplished in accordance with the policies and procedures of the Manager.
- Work hours are between 8am and 4:30pm Monday – Friday only.

15) FINES FOR VIOLATIONS

The Association may, in its sole discretion but subject to the procedures and limitations set forth herein, impose a fine upon any Owner for violation by the Owner, or any person the actions for whom the Owner is responsible, including but not limited to the Owner's Guests or Renters, of these Policies, Rules, and Regulations or as listed in Article IV (Statement of Purposes, Uses and Restrictions) of the Declaration:

Prior to the imposition of any fine, the Owner will be notified of a hearing to be conducted by the Board, not less than ten (10) days following such notice, to consider the facts and circumstances alleged to constitute a violation of the rules, restrictions, or covenants and the appropriateness of imposing a fine as a consequence therefore. The Owner shall be given a reasonable opportunity to be heard on the issues under consideration at the hearing held by the Board. The fine for first and subsequent violations shall be according to the following schedule:

First offense:	two hundred fifty dollars (\$250.00);
Second offense:	five hundred dollars (\$500.00); and
Any subsequent offenses:	one thousand dollars (\$1,000.00).

Any fine issued hereunder shall constitute a Special Assessment against the Unit of the violating Owner under Article IV of the Bylaws. Unpaid fines will accrue interest in the same manner as other assessments and shall be secured and recoverable by the Association in the same manner as other assessments under Article IV of the Bylaws.

16) ASSOCIATION FEES AND ASSESSMENTS

Under Article 4 of the Declaration, each Owner is assessed an annual Common Area Fee based on the respective Owner's percentage of the total square footage as set out in the Declaration. The amount of the Common Area Fee each year is set in the Association's annual budget. Common Area Fees are billed quarterly with invoices being emailed to each homeowner thirty (30) days prior to the first day of each quarter. In addition, with Notice to Owners and Owners approval if required, Special Assessments may be imposed by the Board either on individual units or on all units when appropriate. Common Area Fees and Special Assessments are due as billed. Payments should be received by the Association, or postmarked, on or before the due date, or in accordance with the terms set forth in an appropriate notice.

Penalties for Late Payments:

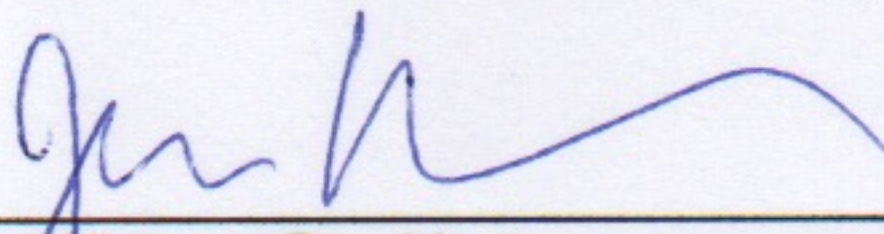
If a payment is not received when due, it will incur interest, calculated on a daily basis, using a 1 1/2 percent per month rate.

If payment is not received within sixty days (60) after the first day of the due date, a twenty percent (20%) penalty, based on the amount due, will be added to the assessment.

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The interest charge will be applied from the first day of the due date on the amount of the delinquent payment and on the twenty percent (20%) penalty payment starting sixty (60) days after the due date.

The above Policies, Rules, and Regulations are intended by the Association to be consistent with stability, order and safety in a shared community and minimally restrictive to anyone's enjoyment of their property.



Jean Kissner, President
Board of Directors

12/31/17

Date

Duly Adopted by the Board of Directors of the Association on December 4 2017