

Welcome to Northwoods,

As guests of an Owner, please complete the attached documents, sign and return to the Association office as soon as possible.

Thank you for attending to these important matters and we hope you enjoy your visit to Northwoods.

Regards,

The General Managers

Northwoods Guest/Agreement

Rental/Guest Name	
Northwoods unit#	
Dates of rental:	
Cell Phone of Guest:	

By signing this document, I acknowledge: that I have received a copy of the Northwoods Guidelines of Conduct, that I have read the Guidelines and will require each member of my party to read the Guidelines, and that I and all members of my party will abide by these Guidelines.

I understand the pool, Jacuzzi, gym and Sauna hours in the summer are from 9 AM to 10 PM. Anyone entering the pool, Jacuzzi, gym or Sauna after 10 PM will be considered trespassing which will result in a violation fine.

Children fourteen (14) years or younger must be accompanied to the pool and Jacuzzi by an adult eighteen (18) years or older.

The pool, Jacuzzi, gym and Sauna are for registered guest only.

Please register all guests that will be staying in the unit with full name and give the ages of all guests under 18 years of age:

Name	Age of Minors
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Please respect the Northwoods Guidelines of **Conduct.**

X _____ Northwoods Guest Date

Northwoods Condominium Association

Guidelines of Conduct

Northwoods is a community of like minded owners who use their homes seasonally. The Owners wish to enjoy the peace and quiet of Northwood's setting with their families and guests. Northwood's Managers see their duty as assisting the Owners and their guests achieve quiet enjoyment of their homes. These Guidelines of Conduct are published with this goal in mind. Thank you for reading and following these Guidelines. NCA President

A. Pool, Jacuzzi, Saunas & Exercise Room: (opened/closed at NCA Manager's discretion)

Pool – Summer: 9 AM – 10 PM – Winter: 3 PM to 9 PM - If covered, call NCA Managers. Spa - Jacuzzi and Saunas...Summer: 9 AM to 10 PM -Winter: 3 PM to 10 PM Exercise Room - As posted on door – If locked, call NCA Managers.

- 1. At all other times the Pool, Jacuzzi, Saunas and Exercise Room will be closed.
- 2. Do not enter Pool or Jacuzzi if insulation cover is on; call NCA Managers. If you remove the cover and damage it, you will be charged for the cost of repairs. In the winter, the pool is only uncovered and opened upon advanced request; call NCA Managers prior to <u>7 PM</u>.
- 3. An adult (18 years or older) must accompany children <u>age 14 and younger</u> to the Pool, Jacuzzi and Saunas.
- 4. NO children allowed in the Exercise Room under the <u>age of 16</u> without adult supervision.
- 5. NO glass, cans, bottles allowed in the Pool, Jacuzzi & Saunas area.
- 6. NO smoking while in the Pool, or in the Jacuzzi or in the Exercise Room.
- 7. NO soap or shampoo in the Pool or Jacuzzi. Proper bathing attire is required at all times.
- 8. You <u>MUST</u> take a show before entering the Pool or Jacuzzi.
- 9. Northwoods <u>DOES NOT</u> provide towels for the Pool, Jacuzzi or Exercise Room. You must take your own towels to the Pool and Jacuzzi and return them to your unit.
- 10. Rental guests are allowed to use facilities, but they are <u>NOT</u> allowed to bring guests who are not in residence at Northwoods.
- 11. Northwoods is not responsible for lost or stolen items. Items left in and around the Pool, the Jacuzzi and dressing rooms for longer than 48 hours will be discarded.
- 12. <u>Swim at your own RISK</u>! NO lifeguard on duty! Do <u>NOT</u> swim under the pool cover!
- 13. Violations; Owner will incur a \$100 fine first incident, \$500 second incident, \$1,000 there after.
- **B.** Parking:
 - 1. Parking spaces IN GARAGES are for the exclusive use of the Owners of the numbered units.
 - 2. Rental guests may park only in the reserved space for the rented unit; parking permit on dash.
 - 3. Visitors must park outside or in the reserved space of the unit the visitor is visiting.
 - 4. Cars parked in "Visitor" parking spaces must have an NCA parking sticker or note on the dash with the number/name of the unit they are visiting. In garage "Visitor" parking limited to 3 hours.
 - 5. Please respect "Loading Zone Only" and "No Parking" areas.
 - 6. <u>NO PARKING</u> in front of Bldg. A along the drive or next to the office, this is a FIRE LANE!!!
 - 7. All unauthorized vehicles will be booted, fined \$100 first incident, \$500 second incident and \$1,000 there after, plus any expense incurred by the Association and towed away at the owner's expense.
- C. Pets:
 - 1. Rental guests are <u>NOT</u> allowed to bring pets to Northwoods.
 - 2. Owners who bring their pets to Northwoods must keep the animal under leash or control at all times. You are responsible for keeping the grounds clean. Damage by pets to landscaping will be charged to the owner responsible. Pets are <u>NOT</u> allowed in the pool area. Revised: 12/27/07

Northwood's Guidelines for Conduct Continued:

D. Keys:

- 1. The Managers <u>will not</u> issue keys to rental guests. Rental guests must contact their Rental Agent for keys. If you lock yourself out, contact your Rental Agent via the Sentex box at the Bldg. door.
- 2. The Managers <u>will NOT</u> issue keys to units unless specifically instructed to do so by the owner, preferably in writing.
- 3. The Managers will not provide keys or show units for Real Estate Agents.
- E. Security Doors/Gates:
 - 1. The Rental Agents will provide rental guests access numbers to entry and garage doors.
 - 2. Do <u>NOT</u> prop outside doors open. All outside doors and gates are to remained closed.
- F. Common Areas: Hallways, Stairways, Elevators, Laundry Rooms, Pool Patio, Garages:
 - 1. Ski equipment should be stored in ski lockers. If left in common area, the Managers will remove it.
 - 2. Children are not allowed to play in the common areas, hallways, stairways and elevators.
 - 3. For their safety, children should not be allowed to ride bicycles or play in the garages.
 - 4. Bikes must be stored in unit parking space or designated bike parking at owner's liability.
 - 5. Please respect the other guest's needs and return all luggage and grocery carts to the garage.
 - 6. No Cigarettes/cigars smoking in the indoor common areas; to include the halls, stairways, elevators, garages, Jacuzzi, dressing rooms, gym and the D/E Connect.
 - 7. Trash bags from units are to be thrown in garage trash containers; and not left in common areas.
 - 8. Cardboard boxes should be broken down and left by garage trash containers for recycling.
- G. Mail and packages:
 - 1. Mail will be delivered to owner's units weekly, packages after 4 PM daily. Owners may collect mail from their box in the hall next to the office when they are at Northwoods.
 - 2. Rental guests may pick up mail/packages at the Office. An Out going mail box is located in hall next to office.
- H. Rentals Services:
 - 1. Northwoods does not have a Rental Management Operation. <u>All rental guests must contact their</u> <u>Rental Agent for all services or problems that may arise regarding their unit.</u>
- I. Damage to General Common Elements and Violation of Guideline of Conduct Fines:
 - 1. Damage to General Common Elements and fines for violations of the Guidelines of Conduct will be charged to the Owner of the unit occupied by the party causing the damage.
 - 2. Owner may incur a \$100 fine first incident, \$500 second incident and \$1,000 each there after.
- J. Noise & unruly conduct:
 - 1. No loud noise, stereo, TV, etc. will be tolerated after 10 PM.
 - 2. No unruly conduct will be tolerated anywhere on the property.
 - 3. The Managers will issue an initial warning. Subsequent complains will be dealt with by the Vail Police Department.
- K. Emergency Contacts:

Rental Guests: Contact your Rental Agent Fire & Police Department 911 Property Managers Posted on Office door

Northwoods Condominium Fire Protection System!

Please read and discuss with your family and any guest who may use your home.

Smoke Detectors/Alarms: The smoke detector/alarm in each room of your home will only sound if you have smoke in your home from a smoldering fire, fireplace smoke, cooking smoke or steam from the bathrooms. The alarm only sounds in your home and <u>does not</u> sound in the building and <u>will not</u> bring the Fire Department. **DO NOT OPEN** the door to the hall way. The smoke alarms in the hall ways will set off the building alarm and the Fire Department <u>will</u> respond. You may be fined \$350 if you cause a false alarm. **DO OPEN** the windows and fan the smoke to the outside.

Heat Detectors and Sprinklers: The heat detector/alarm in each room of your home will sound off if you have a fire in that room/s. The building alarm will sound and the Fire Department will respond. Evacuate the building immediately!!! The heat of the fire will melt the plastic cover over the sprinkler head/s and will set of the sprinklers in that room/s. The flow of the water out of the sprinkler will alert the Fire Department that there is a hot fire in that room/s. Only a hot fire will set off the sprinklers system allowing water to flow into that room/s.

NORTHWOODS CONDOMINIUM ASSOCIATION

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE PLEASE READ CAREFULLY!

Unit No.

Names of Registered Tenants / Guests	
Names of Other Occupants	

TO: Northwoods Condominium Association (NCA) and its directors, officers, managers, employees, agents and representatives as well as the owner of the condominium unit described above (collectively, the "Releasees")

DEFINITIONS

In this agreement, the term "Recreational Facilities" will include all of the NCA swimming pool are, the adjacent exercise room and spa facilities, and all roads and pathways within the community. The term "we" or "us" will refer to the individuals signing below as well as all family members and guests who are occupying the above condominium unit. The words "we", "us" and "our" refer to all persons who sign this document or who are guests and members of the family or group occupying the condominium unit described above.

ASSUMPTION OF RISKS

We are aware that the use of the Recreational Facilities involves various risks, dangers and hazards as well as the possibility of personal injury, death and loss of property. We understand that these risks, dangers and hazards are inherent to the swimming pool environment and the risk of harm from utilizing any of the Recreational Facilities. These risks, dangers and hazards include but are not limited to: accidents which occur in the course of walking to the pool or spa area; swimming pool accidents including slipping on the pool tiles or deck, diving activities, collisions in the pool, becoming caught under the pool cover or in the indoor-outdoor pool interchange area, inability to swim or reach the sides of the pool or a shallow area; injuries sustained as a result of using any exercise equipment in the spa area; injuries sustained while using locker rooms or rest room facilities; stepping on glass particles or other sharp objects at any location within the pool or spa areas; walking, skating or cycling on roads or pathways within the NCA community; and all additional risks, dangers and hazards with respect to the use of swimming pool, exercise and spa areas within the NCA community.

We are aware that additional risks, dangers and hazards may arise through the negligence of other guests or the negligence or failure to act on the part of the Releasees, and that this could include the failure to safeguard or protect us from the various risks, dangers and hazards referred to above. We acknowledge that these are only some examples of the risks, dangers and hazards that we may encounter by using the Recreational Facilities.

WE ARE AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE USE OF THE RECREATIONAL FACILITIES, AND WE FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

In consideration of NCA permitting us to use the Recreational Facilities and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we agree as follows:

- 1. To waive any and all claims that we have or may have in the future against the Releasees and to release them from any and all liability for any loss, damage, expense or injury including death that any of us (or any of our relatives or family members) may suffer as a result of the use of the Recreational Facilities by any member of our family or group. This waiver and release shall extend to any loss, damage, expense or injury suffered from any cause whatsoever involving the use of the Recreational Facilities and shall include negligence, breach of contract or breach of any statutory or other duty of care, including the duty of care owed to us on the part of the Releasees under the landowner claims statute in Colorado as contained in CRS §13-21-115 as well the failure on the part of the Releasees to safeguard or protect us from the risks, dangers and hazards involving the Recreational Facilities.
- 2. To hold harmless and indemnify the Releasees from any and all liability for any property damage or personal injury to any third party resulting from our use of the Recreational Facilities in any manner.
- 3. This agreement shall be effective and binding upon our heirs, executors, administrators, next of kin and representatives.
- 4. Any litigation involving the parties to this agreement shall be brought within the County of Eagle, State of Colorado.

WE CONFIRM THAT WE HAVE READ AND THAT WE UNDERSTAND THIS AGREEMENT PRIOR TO SIGNING IT, AND THAT WE ARE AWARE THAT BY SIGNING THIS AGREEMENT WE ARE WAIVING CERTAIN LEGAL RIGHTS WHICH WE OR OUR REPRESENTATIVES OR HEIRS MAY HAVE AGAINST THE RELEASEES.

Witness:	Signature of Participant	Date
Witness:	Signature of Participant	Date

PARENT/GUARDIAN WAIVER FOR MINORS (UNDER 18 YEARS OLD)

The undersigned parent(s) or natural guardian(s) hereby represents that he/she is either the parent or natural guardian of the child or children named below, and that he/she has consented to the use by the child or children of the Recreational Facilities and has agreed individually and on behalf of the child or children to the terms of the accident waiver and release of liability set forth above. The undersigned further agrees to save and hold harmless and indemnify each and all of the Releasees from all liability, loss, cost, claim or damage whatsoever which may be imposed upon any of the Releasees because of any defect in or lack of such capacity to act and release the Releasees on behalf of the child or children.

Name of Child	Signature of Parent or Guardian	Date
Name of Child	Signature of Parent or Guardian	Date
Name of Child	Signature of Parent or Guardian	Date
Name of Child	Signature of Parent or Guardian	Date

Northwoods Guest/Agreement

Rental/Guest Name	
Northwoods unit#	
Dates of rental:	
Cell Phone of Guest:	

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