

RULES & REGULATIONS

POWDERWOOD

At Landmark

Homeowners Association



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_____General Rules & Regulations,_____

Welcome to Powderwood! We look forward to having you as a neighbor. As you may know, condominium living is different from living in a typical neighborhood. Here, the common areas are shared by the residents and, because of this sharing, community rules are both worthwhile and necessary to ensure an expected quality of living for everyone.

Therefore, the Association (also referred to as HOA) establishes these Rules and Regulations (hereinafter called "Rules") under the authority of the Condominium Declaration of Covenants, Conditions and Restrictions of Powderwood, for the benefit of the members and for the protection of their property. Owners are held responsible for their tenants and guests compliance herewith, including written verification of such. Residents are encouraged to assist in the enforcement of Association Rules by admonishing violators to comply and by reporting violators to the Management Company.

Please be aware that the Powderwood Unit owner will be responsible to pay for all costs damages and/or fines incurred as a result of their, or their tenant's or guest's negligence or violation of the Rules. Liens will be filed on the unit for damages not paid by the owner, family members, visitors, guests, lessees/renters, overnight occupants and/or the pets of same.

Powderwood, by definition in the governing CC&R's, is a complex for residential use only. The Rules & Regulations of Powderwood further define this "residential use" as being for single-family use of owners and/or their tenants staying beyond 30 days.

The DEFINITION OF A SINGLE FAMILY IS

- (I) A single person living alone; or
- a. group of natural persons related to each other by blood or legally related to each other by marriage or adoption or
 - b. a group of not more than two (in a one bedroom) or four (in a two-bedroom) unrelated persons who live together, cook together and maintain a common household and single housekeeping unit, to be distinguished from a group occupying a boarding house, lodging house, club, fraternity or hotel.

Therefore, for occupancy of units at Powderwood by either owners or their tenants on a long-term basis (more than 30 days), all occupants must be members of the immediate family (mother, father, and children 18-or-under) with no more than 2 people per bedroom, and of these numbers, no more than 2 unrelated people in a one-bedroom, or 4 unrelated people in a 2 bedroom. If you are renting to more than 2 unrelated people in a 1 bedroom or more than 4 unrelated people in a 2 bedroom, you are in violation and need to correct the situation immediately.

Copies of all leases are required by the CC&R's to be on file with the HOA, and the original lease or management contract which shall include recognition of this Rule and agreement to compliance therewith.

Parking by owners and registered tenants is limited to one covered stall per unit and one un-covered parking stall. Make certain your lease and your tenant(s) also recognize this restriction.

A COPY OF THESE "RULES AND REGULATIONS" MUST BE PRESENT
IN EACH UNIT!!

RULES REGARDING TENANT AND UNIT RENTALS Required Lease Language

Owners must use the following language within any lease with their tenant or contract with a Management Company.

"Tenant and/or the Management Company, acknowledge(s) that they have received and read the Rules and Regulations and accept them as a legally binding part of this lease agreement. Tenant and/or the Management Co. agree to abide by the Rules and Regulations of the Powderwood Homeowners Association, as amended from time to time. Tenant and/or Management Co. agree to pay all fines (see schedule below) as explained in the Powderwood Homeowners Association Rules and Regulations, if incurred."

"Tenant and/or Management Company agree that the Homeowners Association and/or their Property Management Company, with reasonable notice, may enter their unit, from time to time, during reasonable hours, as may be necessary for the inspection, maintenance, repair or replacement of any of the common areas or facilities therein or accessible there from. The Tenant and/or Management Company, further agrees that this right of entry may be made at any time, with or without notice, for making emergency repairs therein necessary to prevent damage to the common areas or to another Unit or Units."

Requirement to Record Rental Units With HOA

All Powderwood owners must record the long and short-term rental of their Units with the Powderwood Homeowners Association office. The following shall constitute proper "recording" of rentals with the HOA:

- A. A signed copy of each rental/lease agreement or management contract;
- B. Required verbiage within said rental/lease agreement or management contract as stated above, or a separate "Agreement to Abide by these Rules and Regulations", signed by each person who will occupy the leased Unit at Powderwood, or by the owner's management company;
- C. Recognition of Occupancy limits in all units for rentals over 30 days;
- D. Recognition of Parking limits on all units for rentals;
- E. A completed copy of "Homeowners Update" form, included herein; and
- F. Other information and instructions as may be deemed important by the owners and the Powderwood Association Board of Directors.

Once again, remember that owners are ultimately responsible for the actions of their tenants or guests, and are responsible for any damages or fines resulting from actions of tenants and guests.

TENANTS THAT ARE NOT OF RECORD WITH THE HOA WILL HAVE NO RIGHTS GRANTED FOR USE OF THE COMMON AMENITIES, INCLUDING PARKING, TO INSURE THE USE BY THE OWNER HAS BEEN GRANTED TO THE TENANT.

FINE SCHEDULE PER INCIDENT.....\$500.00

NO SMOKING

Powderwood is a smoke free property. Smoking in any common area such as walkways, grass areas, pool, clubhouse, hot tub etc. is strictly prohibited. Smoking in limited common areas such as front landing, back decks, back porches etc is also strictly prohibited. If an owner chooses to allow smoking inside their unit, they are required, at their own expense, to properly ventilate their unit as not to cause second hand smoke or any other offensive smoke which can cause injury to another individual. Individual Homeowners, per Utah State Law, may prosecute the owner of the unit that is causing the Second Hand Smoke Nuisance.

NO EXCESSIVE NOISE OR TRAFFIC, NO OBNOXIOUS OR OFFENSIVE ACTIVITY

Excessive noise and traffic are prohibited. Residents are requested to walk quietly during ingress and egress from their unit and to not undertake any noisy activities (such as vacuuming) during late hours of the evening or early hours of the morning. Residents are requested to locate sound equipment somewhere other than by common walls, and to use "good judgment" when playing record players, stereos, tape recorders, radios or compact disc players or running cars, etc. or entertaining either outside or inside.

THANK YOU FOR YOUR COOPERATION. PLEASE CONTACT THE HOA OFFICE AT 435-649-5351 WITH ANY QUESTIONS.

NO DESIGNATED PLAY AREAS

The Powderwood Condominium project is not a typical neighborhood. There are no designated play areas. Parents are responsible for their children's conduct and must insure that their children respect the privacy of other residents.

Children may not play on landings, in storage Unit areas, on roofs, or in any other common areas. Children's play toys may not be left on decks or on any common areas.

DAMAGE AND INDEMNITY

Each resident is personally responsible for any losses, claims, demands or damages caused by him/her, his/her family, tenant, guests, invitee or pets to any other Unit, owner or occupant, common area or facility. Each owner and occupant hereby agrees to indemnify and hold the Association harmless from any and all losses, claims, demands, damage or liability arising out of an owner's or occupant's negligence or violation of these rules.

DECKS

Storage Prohibited

Decks are highly visible areas; therefore, outdoor storage on decks (including toys, bikes or sports equipment etc.) is prohibited. Nothing may be hung from or around decks. A gas barbecue grill, a table and matching chairs, and potted plants are the only allowed items on decks.

Snow/Ice Removal

Snow and ice removal from decks is the responsibility of the individual owners. Owners who fail to properly remove snow and ice will be subject to HOA snow removal and charge-backs. It is the owner's responsibility to guard against and be liable for anything that could cause injury and/or damage related to the decks.

SAFETY

General Safety

Because of our insurance liability, no owner or any member of their family, tenants or guest shall be allowed upon the roof of the Units or any of the walls or fences.

Nothing shall be done or kept in any Unit or in the common areas, which will increase the rate of insurance thereon. No person shall allow any unsafe or dangerous conditions to exist on, in or near any Unit.

Fire Safety

No owner shall use or permit to be brought or stored into the Units or storage Units any flammable oils or fluids such as gasoline, kerosene, naphtha or benzene, or other explosives or property.

Only gas barbecue grills are allowed to be stored or used on decks. Charcoal grills are not allowed to be used on the decks or any common area.

All Units must have a functioning fire extinguisher in the kitchen.
All Units are required to have working smoke detectors as required by code.

TRASH

All residents are required to clean up after use of any common areas in the community.

All garbage and/or trash must be deposited only in the sanitary containers (dumpsters) provided in your area. All garbage placed in dumpsters must be in closed bags. Only household garbage (in bags) may be deposited in dumpsters. Use of Powderwood dumpsters, or dumpster areas, for depositing or dumping debris from remodeling or construction, discarded furniture or appliances or any toxic material, etc. is prohibited.

The resident of such Unit shall keep each Unit free of trash and refuse. Leaving garbage in bags, or in any other form, outside Units on stairs, balconies, porches, landings, decks or any other part of the Powderwood common area is prohibited.

No person shall allow any unsightly conditions to exist on, in or near any Unit.

REPAIRS AND MAINTENANCE OBLIGATIONS

Owner's Obligation to Repair

For purposes of maintenance, repair, alteration and remodeling, an owner shall be deemed to own the windows, doors, interior walls, the wall and flooring materials and all personal property. Owner is required, at owner's expense, to keep the interior of Unit and its equipment and appurtenances in good order condition and repair and in a clean and sanitary condition. If owner fails to keep unit in good repair, the HOA will make such repairs, the cost of which will be charged back to the owner.

Owner's Obligation to Allow Access in Unit for HOA Repairs

Certain structural elements, which are the responsibility of the HOA to repair, are sometimes located within the owner's privately owned spaces, but these elements may not be modified in any way. Furthermore, the HOA has the right to enter owner's privately owned spaces to perform HOA repairs and modifications to these elements.

Specifically, these areas which may not be modified by Owner and to which Owner and their tenants must allow HOA access are:

- A. All structural parts of the buildings including, without limitation, foundations, columns, joists, beams, supports, supporting walls, floors, ceilings, roofs, exterior of buildings, parking areas, driveways, lawns, trees.
- B. Any utilities pipe or line or system servicing more than a single Unit, and all ducts, wires, conduits, and other accessories used therewith.
- C. The exterior of any door to the Unit, its utility closet, or its storage area.

PROHIBITION AGAINST STRUCTURAL CHANGES BY OWNER

The owner shall do no act or any work that will impair the structural soundness or integrity of the buildings, or safety of the property.

VISUAL ELEMENTS ALLOWED AND NOT ALLOWED

Residents are not permitted to paint, decorate or alter any portion of the exterior of the building or other common area. Exceptions must be requested and approved in writing in advance by the Board of Directors.

No Shades, Awnings, Air conditioners, etc.

No shades, awnings, window guards, ventilators, fans or air conditioning devices shall be used in or about the buildings except such as shall have been approved by the Board of Directors in writing.

No Antennas, Satellite Dishes

No radio or television aerials, satellite dishes, receptors or transmitters shall be attached to or hung from the exterior of the Units or decks, except as may be approved by the Board of Directors.

No Signs

No signs whatsoever, including window signs, and also including but not limited to, For Sale, For Rent, Directional Signs, Street Signs or Advertising Signs shall be erected or maintained in the common areas or in the Units so as to be observed from the common areas, without prior written consent of the Board of Directors.

Window Coverings

Only window coverings in an off-white color may show from the outside of the building.

WATER SERVICE, PLUMBING, FROZEN PIPES

Because the homes are sharing common plumbing lines, caution should be exercised in, and liability accepted for, items flushed down the drains. Each owner and occupant is personally liable for any damage caused by water from clogged drains and/or from broken pipes that freeze and burst due to inadequate heat inside any Unit, whether occupied or vacant.

It is recommended that, on a 24-hour a day basis, a minimum temperature of 68F degrees be maintained at all times and that higher temperatures be maintained during prolonged periods of extreme cold. The Unit owner is responsible for adequate thermostat temperature settings and for maintaining safe temperature in the Unit.

GRASS, LANDSCAPE, AND WALKWAYS

No motor vehicles, bikes, skates, skateboards, scooters, Big Wheels, baby carriages or similar vehicles will be ridden, driven or parked on the grass or landscaped areas. The greens and walkways in front of the Units and entranceway to the Units shall not be obstructed or used for any purpose other than ingress to or egress from Units.

DOG POLICY

No Dogs in Non-Owner Occupied Units: Non owner-occupied units may not have any dogs whatsoever, unless "Grand fathered", as evidenced by written approval of the Management Committee prior to July 1, 1999, and on file with the H.O.A., and in conjunction with required Annual Registration Fee of \$100, due by September 1st each year.

No Dogs in Owner Occupied Units: Owner-occupied units may not have any dogs whatsoever, unless "Grand fathered", as evidenced by written approval of the Management Committee prior to July 1, 1999, and on file with the H.O.A., and in conjunction with required Annual Registration Fee of \$100, which is due by September 1st each year. "Grand fathered" dogs notwithstanding, the Management Committee shall still have the absolute right and power to prohibit or condition any particular dog from being kept on the project if the keeping of that dog creates an annoyance or a nuisance or violates the letter or intent of the Declaration or these rules.

Registration and Required Collar Tag for Grand fathered Dogs: All "Grand fathered" dogs must be registered and inoculated as required by law and also registered with the Homeowners Association office. The registration fee will be \$100 per year. Payment is due by September 1 of each year. When a dog is registered, it will receive a collar tag that must be worn at all times when the dog is on the property with the owner. A copy of the Dog Registration Form is attached herein.

Leashes:

All "Grand fathered" dogs must be leashed and in the control of a responsible individual while on the common area or decks. Dogs may not be tied unattended to fences or porches and may not be left unattended on decks. Dogs running loose shall be immediately turned over to the Summit County Pound.

Droppings:

Owners of "Grand fathered" dogs must promptly clean up their dog's droppings in all cases and must show evidence of preparedness to do so at all times (such as having a baggy or scooper in their possession), and shall not permit their Dog to urinate or defecate in any place on the common areas offensive to another owner or occupant. Failure to comply with the above may result in sanctions or fines being assessed, or both.

Nuisance:

A "Grand fathered" dog otherwise permitted under these Rules may be maintained on the property only so long as it does not constitute an annoyance or a nuisance to the community. Actions which will constitute an annoyance or a nuisance include, but are not limited to: 1) causing damage to the property of anyone other than the dog owners; 2) causing unreasonable fouling of the air by odors; 3) causing unsanitary conditions; 4) defecating on any common area when the feces are not immediately cleaned up by the responsible party; 5) barking, howling, whining or making other disturbing noises in an excessive, continuous or untimely fashion; 6) molesting or harassing passersby by lunging at them or chasing passing vehicles; 7) attaching or threatening to attack people or other domestic pets; 8) otherwise acting so as to bother, annoy or disturb other reasonable residents or interfering with their right to the peaceful and quiet enjoyment of their property; or 9) the mere number of dogs maintained creates an offensive or dangerous condition to the health, welfare or safety of other residents.

No Dangerous Dogs:

No "Grand fathered" dog may be kept that, in the best judgment of the Management Committee, may pose or create an unreasonable risk of harm to the owners or occupants of a unit, or their family, friends, guests or invitee, or constitutes a nuisance. In the event of a complaint or an expressed concern, the Management Committee has the authority to determine the acceptability of any dog.

Investigation of Claims and Complaints: The Management Committee shall have the authority to investigate all claims or complaints or expressed concerns about the acceptability of any dog.

Damages/Insurance:

Owners of "Grandfather" dogs (and owners of units where tenants are "Grand-fathered" dog owners) are strictly liable and fully responsible for all personal injuries and/or property damage caused by their dogs and should purchase appropriate liability insurance. Evidence of such insurance may be required at registration.

Enforcement:

Should the Management Committee be required to take legal action against any person violating any of these rules, it should be entitled to recover all attorney's fees and costs associated with such action.

Annual Registration Fee:

The annual Dog Registration Fee for "Grand fathered" dogs will be \$100 and shall be payable by September 1st. This annual Dog Registration Fee may be reduced to \$50, if the dog owner has not been sent notice of any dog-related infractions in the previous year.

Assessments and Fines for Dog Rule Violation:

Each unit owner and occupant is responsible for adhering to the Dog Rules and Regulations. A breach of these rules is subject to enforcement and may include the imposition of sanctions and/or a fine. Each unit owner is also accountable and responsible for the behavior of the residents of his unit, and his family members, tenants and/or guests. Fines levied against residents, tenants, and guest is the responsibility of the unit owner. For any violation of the Dog Rules and Regulations the Management Committee may, after written notice and a hearing:

- Impose reasonable conditions for the keeping of the dog;
- Require the permanent removal of the dog;
- Charge a reasonable pet deposit;
- Assess a fine;
- and/or impose other just and equitable sanctions.

Fines imposed are final unless appealed in writing to the Management Committee within thirty (30) days of written notification of the violation from management. If a request for a hearing is not submitted to the Management Committee within 30 days, the right to a hearing is waived, and the fine imposed will stand. A request for a hearing to appeal should be sent in writing to: The Powderwood HOA Management Committee, c/o Greater Park City Properties, P.O. Box 980845, Park City, Utah, 84098.

Before assessing a fine the Management Committee shall give notice to the unit owner of the violation and inform the owner that the fine will be imposed if the violation is not cured at least 48 hours.

A fine assessed be in the amount specifically provided for below for that specific type of violation, not to exceed \$500.00 and shall accrue interest and late fees as provided below.

Cumulative fines for a continuing violation may not exceed \$500.00 per month.

A unit owner who is assessed a sanction or fine may request an informal hearing to protest or dispute the sanction or fine within 30 days from the date the fine is assessed. No interest or late fees may accrue until after the hearing has been conducted and a final decision has been rendered.

A unit owner may appeal a fine issued by initiating a civil action within 180 days after: (a) a hearing has been held and a final decision has been rendered by the Management Committee; or (b) the time to request an informal hearing has expired without the unit owner making such a request.

A fine assessed which remains unpaid after the time for appeal has expired becomes a lien against the unit owner's interest in the property in accordance with the same standards as a lien for the nonpayment of common expenses under U.C.A., Section 57-8-20 (1963).

The Management Committee may levy assessments for violations as it sees fit, but generally, the following schedule will be applied:

- | | | |
|----|-------------------|------------------|
| A. | First Violation: | Warning |
| B. | Second Violation: | \$50 Assessment |
| C. | Third Violation: | \$100 Assessment |

If necessary and appropriate, court proceedings may be commenced at any time a violation has occurred.

PARKING/VEHICLE RULES

Because of the limited space available, your cooperation in using good judgment is required to insure adequate parking for all residents, guests and invitee. **Parking is limited to one designated covered parking stall per unit, and one uncovered stall per unit.** Temporary permission for an extra vehicle must be requested and granted in writing.

Additionally:

- A. Use of common and limited common areas (including parking stalls) for repair and/or service work (including washing of vehicles, oil changes, etc.) on vehicles is strictly prohibited.
- B. No motor vehicle, including motorcycles, motorbikes, go-carts, etc., will be operated, driven or parked on the sidewalks, jogging path, patios, porches or any other common or limited common area (including parking stalls) except for the roadways, as permitted seasonally, Storage must be in storage area, not in parking areas.
- C. All vehicles (autos and trucks) parked in the common and limited common area (including parking stalls) must have current license plates, be in operating condition and be of **good repair. (Rusted or damaged vehicles or vehicles leaking oil are not allowed.)** None of the two allowed vehicles may be parked anywhere in the parking lot or parking stalls for more than 72 hours, without written permission from the Board. Vehicles may not be moved from one location to another in an attempt to satisfy this rule.

D. No recreational vehicles (motorcycles, trailers, motor homes, campers, ATV's, snowmobiles, boats, etc.) may be stored or parked in a designated parking space for more than two consecutive days or for more than five days in any given 30 day period in these parking areas. During the snow season, vehicles must be moved daily to a clean parking space to ensure proper snow removal.

E. No vehicle may be parked in a manner that unreasonably obstructs the vision of drivers on thru-traffic lanes.

F. The Association shall have authority to issue citations for violation of the Rules and Regulations, to make and collect assessments, and to have offending vehicles towed from the premises at the owner's expense.

BARBECUES

Only gas barbecue grills are permitted to be stored or used on outside decks. Charcoal grills are prohibited. Charcoal is only permitted to be used in the stationary grills at the Powderwood Picnic area by building 8.

FIREPLACES

Only the gas logs that come with the Unit, or approved replacement, may be used in the fireplace. NO WOOD OR OTHER MATERIAL MAY BE BURNED.

ANNUAL DUES AND SPECIAL ASSESSMENTS

Monthly Payments Allowed with Good Payment History

The Powderwood Homeowners Association has a fiscal year of January 1st to December 31st. **Each Assessment is for the entire year, but may be paid in twelve (12) equal quarterly installments due on the first day of each month, if payments are made in a timely manner. Failure to pay by due date will cause the entire annual assessment to become due and payable at once.**

Late Charges/Liens/Foreclosure

After 30 days, unpaid assessments become delinquent and a late charge of \$50.00 will be levied and interest will be charged as stipulated in the Declaration of Covenants, Conditions and Restrictions and a lien will be filed. The lien preparation and filing costs, plus postage, will be billed to the owner's statement and including attorney's fees will total approximately \$250 - \$275, subject to change based on current legal and county filing fees. A letter will be sent with Notice of the Lien Filing, stating that within 10 days of that date, another late fee will be charged, and Foreclosure/Personal Judgment action, will be filed against the owner and recorded with the unit, with all associated costs charged to the owner's statement.

Once an owner is 90 days or more delinquent, even if the debt is cleared up, including all fines and fees, such owner will no longer be allowed the privilege of paying the annual dues on a monthly basis, but instead will have to pay the remaining total annual assessment for the year, and pay the total annual assessment in advance each year thereafter.

Any and all other stipulations regarding monthly dues and special assessments appearing in the Declarations of Covenants, Conditions and Restrictions of Powderwood also apply.

INSURANCE

Each Owner Must Carry \$20,000 Building A Coverage

The Unit Owner's insurance policy is PRIMARY for all losses to both unit and buildings that emanate from within their unit or from items that are their responsibility to repair and replace. All unit owners shall have COVERAGE A BUILDING for \$20,000 added to their individual unit owner's policies.

If unit owner fails to maintain insurance, unit owner will still be responsible for the 1st \$20,000 on any claim arising from losses, which emanate from within their unit or from items that are their responsibility to repair or replace.

Each Owner Must Insure Own Liability and Personal Property

Additionally, each homeowner must purchase his or her own liability insurance and insurance that covers their personal property. The HOA's insurance WILL NOT insure against the loss of any personal property, even if the loss was caused by an HOA related incident, such as a roof leak. The person owning that property can ONLY insure personal property. This is because no insurance company can assess the HOA or any entity a premium to cover unknown contents of unknown value.

BUILDINGS

The image and integrity of the Powderwood property is dependent upon consistent conformance to Powderwood Standards. All remodeling, including but not limited to, storm doors, must be first requested in writing by the owner and subsequently approved in writing by the Powderwood Management Committee.

The Management Committee must approve any and all repairs. Powderwood Management must inspect all work for conformance to Powderwood standards. If the work does not meet Powderwood standards it must be repaired, at the owner's expense. The work must then be brought up to compliance.

WINDOW TREATMENTS AND SCREENS

Homeowners are responsible for the repair of any broken window, or torn screen in their Unit. Only window coverings in an off-white or natural color must show to the outside. Makeshift drapes (sheets, newspaper, etc.), clutter and/or any obstacles are prohibited in the windows.

Homeowners are responsible to maintain all windows, window screens and window coverings in appearance and functional condition that is compatible with the Powderwood standards.

Broken windows, and damaged screens or improper window coverings must be repaired or replaced by the owner in a timely manner or this will be accomplished by Powderwood Management and the costs assessed to the owner of the Unit involved.

MISCELLANEOUS RULES AND REGULATIONS

Damage to Units caused by failure of appliances or fixtures used specifically by a Unit will be charged to that Unit. The Unit owner is responsible for the maintenance or replacement of any heating equipment, hot water equipment, and plumbing fixtures that may be in or used exclusively by the Unit. Check your furnaces and water heaters regularly to see that they are in good working condition, and make certain to receive regular and timely written reports of such from your property management company. When the temperature outside is in the low or below 0 ranges, one day without an operating furnace can cause freezing and great damage to owners and other units.

The discharging of firearms (including “toy” guns with rubber “bullets”) or fireworks is completely prohibited, and to do so will result in legal repercussions, and for tenants, immediate expulsion/eviction from the property.

SUMMIT COUNTY HAS A BAN ON ALL OPEN FLAMES. WE ASK THAT YOU DO NOT SMOKE ON YOUR BALCONY, THROW CIGARETTE BUTTS ON HOA PROPERTY OR ANY PUT HOT ASH INTO THE TRASH RECEPTICLES.

Littering in common areas is prohibited.

Any activity that is in violation of any government law, statute, and/or ordinance engaged in at Powderwood is prohibited and is subject to the penalties of such laws. Homeowners that have repairs done (by an outside contractor) on their Unit, that anticipates the reimbursement of funds from the Homeowners Association must first notify the Management Company and Committee in writing and get approval for the expense.

Vehicles cannot be washed, serviced (except glass replacement) or restored at Powderwood property.

All Owners must complete and return the "Homeowners Update" form, included herein.

A \$50 replacement charge for the amenity key will be assessed for **all** replacements. No Exceptions. The Pinebrook Pointe Board of Directors has discussed the issue. Honestly, there is not much they can do. The requirement is carpet and the unit above has that.

ASSESSMENTS FOR VIOLATIONS:

Any violation of a Rule is grounds for assessing a fee against the person causing the violation, and also against the Unit owner, if the owner's tenant or guest causes the violation. **With too many violations an owners tenant is subject to eviction by the HOA.**

The Board of Directors may levy assessments for violations as it sees fit, but generally, the following schedule will be applied:

- | | | |
|----|-------------------|-----------------|
| A. | First Violation: | \$50 Assessment |
| B. | Second Violation: | \$100 |
| C. | Third Violation: | \$150 |
| D. | Fourth Violation: | Court |

Any assessments levied against an owner and/or tenant or guest becomes a lien against the Unit, and is collectible under the same provisions that apply to regular and special assessments.

POWDERWOOD CLUBHOUSE

1. The clubhouse is open from 8:00 a.m. to 9:00 p.m., with the bottom floor Restrooms, exercise room and entrance to the pool available to owners or their registered tenant.
2. No one under age 18 is allowed in the clubhouse or the exercise room unless accompanied by a registered owner and/or tenant.

3. Showering is required before entering the pool.
4. Proper Swimming Attire is required to be worn in the pool. No jagged or torn shorts or jeans are allowed as swim apparel, since the material can damage the drains and pumps.
5. Noise can be very disturbing. Remember that people use the clubhouse to simply read and relax also, so please keep noise to a minimum.
6. Please use the clubhouse facilities in turn, if others are waiting.
7. Do not run or roughhouse in the clubhouse. Radios should be kept at a low volume.
8. If you wish to reserve the clubhouse for a private function in the upper floor the following apply:

A Powderwood homeowner may reserve the Powderwood Clubhouse only. The owner must be in attendance during his/her function at all times. The security deposit is \$100.00 and the rental fees vary according to the number of people attending the event. The following rules must be observed. (See the Clubhouse Rental Application and Agreement).

TENNIS COURT RULES

1. Tennis shoes only must be worn on the court. No black soled jogging shoes or street shoes are permitted.
2. No food, alcoholic beverages, soda pop, etc. are permitted.
3. No bicycles, roller skates, in-line skates, skateboards or any toys are allowed on the court.
4. An adult must accompany children under the age of 14.
5. For recreational use only.
6. Playing time is limited to one (1) hour when others are waiting to play.
7. Adults have priority after 5:00 p.m. on weekends.
8. Lounge chairs are not permitted on the court.
9. Please keep the court clean. The surface will last longer.
10. Pets are not allowed within the fenced area, nor on the property unless "grandfathered in" years ago, with proper record of such.
11. When finished playing, please lock gate.
12. Be courteous and have fun!
13. Anyone asked to leave by authorized personnel shall do so immediately.

SWIMMING POOL RULES

Tenants not registered with the HOA office by the owner will not be allowed to use any common facilities, since the HOA has no way of otherwise determining their legitimacy.

Hours

The pool is open during the summer months only, beginning if possible by Memorial Day and ending on Labor Day, from 8AM to 9PM.

Access

Owners will be provided with keys to the facilities and are expected to keep them locked at all times to protect small children and prevent uninvited guests. In the event an owner has a duplicate key made and makes it available to guests for their use, said owner, when identified to the Homeowners Association, will be responsible and liable for the cost of changing all locks and issuance of new keys to all owners. No lifeguard is on duty.

Guests

Except by prior arrangement with the Management Committee, the number of people from any one unit may not exceed four (4).

Food and Beverage

No food or drink will be allowed in the pool and no breakable glassware in the pool, hot tub, and steam room area.

No Lifeguard on Duty

It is important to realize that the swimming pool does not have lifeguards. Use of the facilities and swimming pool is at your own risk.

Unattended Children Not Allowed

For safety reasons, guest children and swimmers an adult must accompany under 18 years of age. No one under the age of 14 will be allowed to use the hot tub. Please remember that there is no lifeguard on duty. No children in diapers are allowed in any of the pools. (This is a rule adopted by the Board of Health.)

DO NOT LET CHILDREN INTO THE POOL AREA UNATTENDED.

Attire

Swimming pool filtering systems are complex and expensive to maintain and repair. Proper swimming attire must be worn while in the pool. No cut-offs or Levis, etc. will be allowed.

Conduct

Do not run or roughhouse in the pool area. Do not spout or spit water, or splash excessively. Battery operated radios may be taken into the pool areas so long as they are kept at a low volume level and do not disturb other residents. (Earphones are preferred.)

Safety Equipment

The pool is equipped with a life ring and a safety hook. These are important pieces of safety equipment and should never be used or removed from the area except in an emergency.

Floating Items

No large boats or rafts will be allowed in the swimming pool area.

Miscellaneous Pool Rules

1. Any person having any apparent skin disease, sore or inflamed *eyes*, cough, cold, nasal or ear discharge, or any communicable disease, shall be excluded from the pool.
2. All individuals will take a shower before entering the pool and will provide their own towels.
3. Each owner and occupant shall be responsible for any damage caused to the swimming pool or its facilities or equipment by the said owner or occupant, his/her family, tenants, invitees or guests. Liens may be filed against the unit for any damages not paid for within 30 days.
4. No pets of any kind may be allowed in the pool area. Owners or occupants will be assessed a \$75.00 fine for the first offense if pets are in the pool area. Anyone asked to leave the pool area must do so immediately.

DRESSING ROOMS

Restroom/dressing rooms are located in the clubhouse. An additional Hot-Tub is located east of building 9, under a gazebo, with a small change room. The above miscellaneous pools rules also apply to these areas.

CHILDREN UNDER 14 ARE NOT ALLOWED IN THE JACUZZI OR HOT TUB.

ABSOLUTELY NO DIAPERED CHILDREN ALLOWED IN ANY POOL OR HOT-TUB AREA.