

THE ORCHARD POOL RULES

June 2016

Enjoy the pool, but remember the following rules. They will be enforced!

1. The pool is available for the Orchard residents and their invited guests only
Pool hours are: Sunday - Thursday 10:00 a.m. - 10:00 p.m.
Friday, Saturday & Holidays 10:00 a.m. - 11:00 p.m.
Pool use at any other time constitutes trespassing and violators will be prosecuted.
2. The pool is available to Orchard residents and their guest only. No guest will be admitted unless accompanied by an Orchard resident.
3. Community ID badges are required when using the pool and social center areas. No resident or guest will be admitted without an ID badge.
4. Each unit is allowed a maximum of four (4) people in the pool area at one time with NO EXCEPTIONS!
5. Please be apprised that there's no lifeguard at the pool. Swimming is at your own risk, so BE CAREFUL!
6. Utah state law prohibits any food or beverage in or around a public swimming pool. This is a strict law and the state health inspector has the authority to close down the pool when it's violated. Under no circumstances is glassware allowed near the pool area. **No smoking or alcoholic beverages allowed.**
7. Swimming attire must conform to conventional swim wear. No cutoffs, t-shirts, gym shorts or running shorts are allowed. Violation of this policy will result in forfeiture of pool privileges.
8. **BABIES MUST WEAR SWIM WEAR WHICH SECURELY COVERS THEIR DIAPERS!** Diapers tend to unravel, which clogs the pool filtering systems. Furthermore, any accident in the water may result in contamination of the water.
9. For safety reasons, children under the age of 14 will not be allowed in the pool area without adult supervision.
10. Swimsuit and trunks are not to be worn in the Social Center except when entering or exiting the dressing rooms.
11. Under NO circumstances are animals allowed in the pool area
12. No Stereos or Boom boxes. Headsets only are allowed.

ORCHARD GENERAL RULES

June 2016

SAFETY: Please be aware of potential fire hazards and take precautionary measures. Check your furnace room to make sure no flammable materials are stored around your furnace and / or water heater. Do not remove ashes from fireplace for disposal prior to 48 hours after the fireplace is used. Insurance restrictions prohibit the use of charcoal barbecues. Natural gas or propane only are allowed. **Fireworks, firecrackers, sparklers etc. are prohibited!**

Also, children are not allowed to wade through or play in the ponds and streams. Supervision of children is required in the common areas at all times. No fishing allowed in ponds!

RESIDENTIAL USE: No gainful occupation, profession, trade or non residential use shall be permitted. Residential leases must be at a six month minimum. Owners are responsible to inform their tenants of the community rules and regulations.

LEASING: Units must be leased for a minimum term of six months. Owners are responsible for providing their tenants with the community rules and regulations. Owners are responsible for tenants rule violations, including any fines or legal expense as a result of a violation.

NUISANCE: No nuisance or disruption of any kind shall be permitted to exist or operate upon the property so as to be offensive, unsanitary or unsightly as determined by the occupants or unit owners.

SMOKING: The term “smoking” means inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, or other tobacco product in any manner or in any form.

Due to the known adverse health effects of secondhand smoke, smoking is prohibited in, and within 25 feet of, all enclosed indoor places in the Project, including, but not limited to, all Units, buildings, or structures. If at any time Utah state law prohibits smoking within more than 25 feet from the entrance-way of any place of public access, the greater distance adopted by Utah state law shall automatically replace the 25-foot distance adopted herein without necessitating the amendment of this Rule or any other action by the Association, Management Committee, or Manager. This rule applies to all Owners, tenants, guests, employees, and servicepersons. Nothing in this subsection shall diminish the power of the Management Committee to promulgate additional rules and regulations limiting or prohibiting smoking on other areas of the Project to the extent that smoking continues to be an annoyance or nuisance to other Unit Owners or occupants.

In addition to all other enforcement mechanisms set forth in the Declaration, the Bylaws, the Rules and Regulations, and other provisions of law, the Management Committee may, but is not required to, impose upon the violator(s) of this section and the Unit Owner(s), if they are not the same person, a fine for each violation of this section in an amount to be determined by the Management Committee on a case-by-case basis, not to exceed the maximum monthly amount permitted under Utah Code Ann. § 57-8-37, as amended, for continuing violations. Such fines shall be considered and may be collected as an assessment.

Utah law provides a mechanism to control the proliferation of tobacco smoke in condominium communities. Utah Code Section 78B-6-1101(3) provides that tobacco smoke that drifts into any residential unit a person rents, leases, or owns, from another residential or commercial unit, more than once in each of two or more consecutive seven-day periods constitutes a “nuisance”. Utah law also provides that any person whose property is injuriously affected, or whose personal enjoyment is lessened, may bring legal action against the individual generating the tobacco smoke for damages and/or to enjoin the nuisance. Therefore, any member of the Association may file a legal action on his or her own where

there is a nuisance created by tobacco smoke and the Association shall not be required to enforce, but may, at its sole option, enforce, violations of this rule.

DISTURBANCES: No loud noise is allowed at any time. All residents are responsible for their guests' actions. Car stereos must be turned down to a reasonable level at the Fort Union entrance of the property.

BARBECUES: Insurance restrictions prohibit the use of charcoal barbecues. Natural gas or propane only are allowed.

PETS: All pets must be on a leash and cleaned up after at all times, this includes wooded areas. Always carry a plastic bag with you when you go for a walk and be sure all dropping are always collected in it, the top is tied and it's disposed of in the garbage. Pets are not allowed in the social center, swimming pool area and tennis courts. Dogs should not be left unattended on balconies. Violations of these rules will result in a fine with each occurrence or having the pet removed from the community by the city animal control. Owners are responsible for their tenants' pets. Do not dispose of pet waste in shrubs!

DAMAGE: Each homeowner is personally responsible for any damage to the common areas made by family, tenants, guests or pets. This includes damage to lawn areas by pets.

NOISE: Excessive noise, whether from stereos, pets, indoor or outdoor entertaining, etc., is prohibited.

TRASH: Residents are requested to place any trash they are disposing in tied plastic bags before placing it in the downstairs receptacles. Do not leave bagged trash in the stairway. Please be considerate of your neighbors by disposing cigarette butts in your garbage and not on the grounds.

PARKING: Each unit has one parking space in the garage and one space in outside parking area. No more than two vehicles per unit are allowed. **All vehicles** must be in visible working condition and have a current registration. The garage parking must always be used to help alleviate overcrowding the out side parking areas. Any R.V. or R.V. size vehicle must be parked in the R.V. lot. Please call the office for R.V. parking.

PLUMBING: Homeowners are responsible for maintaining their unit's fixture and ensuring that they are in good repair. You are responsible for any damage to another unit which results from a plumbing problem or fault in your own unit. In the event of a clogged drain or sewer which facilitates both units, the committee has determined that both homeowners are equally responsible for the solution to the situation.

ADDITIONS: No visible additions to units may be made by residents. All flower pots must be attached on the inside of the balcony rail. Roll up balcony awnings are acceptable only if they are in good repair and brown in color to blend in with the color of the balcony. Security doors must be either brown or black. Window guards must be approved by the Board of Directors. Window treatments that are visible from the exterior, must be limited to draperies, blinds or shutters. Door knobs and balcony lights must remain the original style. Window and door replacements must be approved by the Board.

SIGNS: "For Sale" signs may be displayed over the balcony rail only on Saturday and Sunday between the hours of 8 a.m. to 5 p.m. Directional signs may be displayed only during an open house. Other signs are not allowed to be displayed on the community grounds. "For Rent" signs are prohibited.

SATELLITE DISHES: Satellite dishes are installed and maintained on the roof of each building and wired to each unit that subscribes by VIP Installs. VIP Installs is our exclusive satellite dealer and will install both Dish Network and Directv. All residents are required to connect to the permanently installed community dish. All subscriptions will be billed directly to any resident subscribing to satellite service from their server, either Directv or Dish Network. **Satellite dishes will not be allowed on any balcony.** For more information, including promotional discounts, please contact **Jacob, owner of VIP Installs at (801)979-2269.**

SPEED LIMIT: The speed limit at the Orchard is 10 M.P.H. Please be considerate of others, by abiding the speed limit while driving through the community. Violations may result in a fine.

CARPORTS: Carports are for parking only, not for storage. They are to be kept free from grease or oil by the residents using them. Carports not properly maintained will be cleaned and items will be removed by a representative of the Management Committee at the homeowner's expense.

NOTICES: Notices can not be posted on buildings unless approved by the Board of Directors! Failure to comply to this rule can result in a \$75.00 fine.

SOCIAL CENTER RESERVATIONS: The social center may be reserved for a fee for private parties. Reservation of the social center does not include the use of the pool, hot tub, exercise room or tennis courts. **No exceptions.** Call Barbara at 523-9740 to make your reservation.

TENNIS COURTS: Tennis court use is limited to tennis only. Children under the age of 14 will not be allowed to use the tennis courts without adult supervision.

BADGES & KEY: Each unit is issued four community badges and 1 key. Residents and their guest are required to wear a current badge while using the Social Center, Swimming Pool and Tennis Courts. A \$10 per lost badge and \$100.00 per lost key fee will be assessed. The key and badges must be returned to the office at the time of resale.

MAINTENANCE FEE: The maintenance fee is due the 1st of each month. If not postmarked by the 10th of the month, you will be assessed a \$10.00 late fee and interest at the rate of 18% annually. Please mail payments to:

**Orchard of Countrywoods, Condominium Project
Post Office Box 57115
Salt Lake City, Utah 84157**

CAR WASH / DETAILING AND REPAIR: All car washing in the community should be done at the shop located at the north end of the community next to the R.V. parking. Detailing can be done in your assigned garage parking space. No major car repair work is allowed in the garage or outside parking area. **(During the current drought condition and as a water conservation effort, residents are encouraged to use commercial car washes)**

BALCONIES: Any items stored on balconies must not extend over the height of the rail. No clothes lines are allowed, drying of towels or clothing over the balcony rail. For safety, **pots and planter boxes must be installed inside the balcony rail with the exception of saddle flower pots that straddle the patio rail securely are allowed.** All seasonal decorations and lights must be removed 30 days after the holiday.

UNIT INSPECTION / INSURANCE: Please make a thorough inspection of your plumbing fixtures and drains for any leaks that might be present. This should be done on a regular basis to avoid unnecessary damage and repairs.

Homeowners are responsible for damages within their unit. **All damages that affect the building must be reported to our office and any insurance claims will be handled through our office.**

Once the source of damage is established, whoever owns that source, will be responsible to repair or replace that source. In accordance with Utah State Law, regardless of the source, any and all damage within your unit will be covered by you or your individual insurance up to the deductible amount on our community policy. If multiple unit owners and/or the Condominium Association are involved, then the deductible will be split on a percentage basis which is based on the amount of damage attributable to each unit. Our current insurance deductible is \$10,000.

The Management Committee recommends that you carry your own HO6 insurance policy that includes coverage of the deductible and all of your contents and damages that you may be responsible for.

Any source causing damage from an exterior condition such as a roof leak, a main sewer line or other common plumbing or electrical lines serving the building, would be the association's responsibility. In that case, the Association will be responsible for repairing the source and any resulting damage within your unit will be your responsibility or the responsibility of your HO6 insurance policy. Any source serving one unit and one unit only, is the responsibility of the owner owning that particular source. In that case, the owner of the source will be responsible for repairing the source, however, any resulting damage within your unit will be your responsibility or the responsibility of your HO6 insurance policy. Individual owner sources include but is not limited to, any electrical, plumbing pressure or drain lines either inside or outside the wall. This also includes toilets, tubs, sinks and any plumbing fixture, appliance or electrical apparatus. Again, anything serving one unit and one unit only.

Please check with your insurance agent to make sure your HO6 policy has proper coverage to pay for damages deemed as your responsibility, coverage for your personal property and any applicable deductibles currently at \$10,000 for fire liability and \$4,000 on earthquake coverage.

REINVESTMENT FEE: When a unit changes ownership, a Reinvestment Fee of \$200.00 will be charged. The title company handling the closing should collect this at closing and can be paid by either the buyer or seller.

HOMEOWNER / RESIDENT CONCERNS: Homeowner or resident concerns should be made directly to the office either by calling (801)566-4062 or submitting your concern in writing. Please do not call a Board Member for maintenance concerns.

COMMON AREAS: Resident planting of any kind is not allowed in any common area within our community. NO EXCEPTIONS.

ENFORCEMENT / FINE PROCESS: The Board of Directors may implement any remedies or fines to ensure that these or any other rules it approves are complied with. Please refer to the attached Violation Reporting and Fine process for our current policy regarding these issues.