



# **Southwind Rules and Regulations**

## **Homeowners Handbook**

**Version 3**

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## Introduction

Southwind At Lake Tahoe is an exclusive privately owned, gated community located near Seven Springs Mountain Resort. Southwind is independent and not part of Seven Springs Mountain Resort. Southwind is recommended for owners and guests seeking quiet enjoyment year-round, including weekends and/or during their ski or summer vacations in a great location with quality accommodations.

This Handbook is intended to make all owners, family members, guests and renters aware of community rules regarding the use of the common facilities (Rec. Center, pool, ski and walking trails) and rules and limitations of individual townhomes. Unless otherwise stated, the use of the term Unit Owner(s) throughout this Handbook refers to the individual townhome's record owner, as well as to the Unit Owner(s)' family members, tenants, employees, contractors, agents, visitors and to any guests, invitees and/or renters of such Unit Owner(s).

Southwind is a private community of townhome owners who are entitled to the full use and enjoyment of their homes. The Unit Owner(s) wish to enjoy the peace and quiet of Southwind settings with their families and guests. Southwind Association managers see their duty as assisting the Unit Owner(s) and their guests to achieve quiet enjoyment of their homes. This "Southwind Rules and Regulations Homeowners Handbook" is published with this goal in mind. The intent of these Rules and Regulations is to ensure the enjoyment and privacy of Southwind Unit Owner(s). Because Southwind combines proximate living with townhome ownership, it is imperative that each member of this community, including specifically Unit Owner(s), be aware and respectful of the rights of his/her neighbors and his/her own obligations and possible liabilities. These Rules and Regulations are not designed to constrict lifestyles in any unreasonable manner, but are promulgated to ensure a clean, quiet, safe, and valuable environment for all.

The Association needs the assistance of all Unit Owner(s) to help with the enforcement of the house rules. We ask that if Unit Owner(s) observe violations that they take photos and videos of violations and notify the Association office as soon as possible. Any photos and videos you provide the Association may be used only to document the violation and will only be shared with security and not the violators.

# ARTICLE 1

## COMPLAINT PROCEDURE AND ENFORCEMENT

**1.1** The Board of Directors has the authority to make and enforce the rules. Please notify the Association Manager. The Board has delegated to the Association Manager the authority to take rules enforcement action consistent with the Covenants, Conditions and Restrictions (“CC&Rs”), including contacting violators to seek compliance and issue warnings and/or fines.

**1.2 Unit Owner(s) are responsible for the conduct of all members of their family or household including the conduct of their renters, invitees and guests.** Also, each Unit Owner(s) and renter is jointly and individually financially responsible for any damage done to the townhouse property of other Unit Owner(s) or common areas by all the members of their family or household, their renters and their guests. Both the Unit Owner(s) and a non-owner violator may be penalized for violation of the Rules.

**Fines for any infraction of these published Rules and Regulations, together with such interest thereon and costs of collection therefore, shall be a charge and continuing lien on the Home Owner(s) Residential Unit and improvement thereon, as assessed against the Residential Unit and the Unit Owner(s) and shall be collectible as delinquent assessments, and shall also be the personal obligation of the Unit Owner(s) of such Residential Unit, and all such co-owners shall be jointly and severally liable for the entire amount of such Fines. If a Unit Owner(s) fails to pay, in full, any fines for violation of the House Rule and Regulations within 30 days of billing, this unpaid Fine will be sent to the Association attorney for collection. Any attorneys fees and Association costs plus interest (as allowably by law) will be added to the total Fines and the Association has the right to suspend the enjoyment rights of any Unit Owner(s) for such period as it considers appropriate for these unpaid Fines for any infraction of these published Rules and Regulations as set forth herein.**

**1.3** Enforcement of the provisions of the By-Laws and House Rules and Regulations shall be done in accordance with CC&Rs which may be adopted and amended from time to time and may be part of the By-Laws or House Rules.

**Upon a third violation of these House Rules and Regulations or the failure to pay any Fine as assessed herein within thirty (30) days, the Unit Owner(s) enjoyment rights in all common facilities, including, but not limited to the Southwind Pool and Rec Center, may be suspended for such period of time as the Association or House Rules Committee considers appropriate.**

The Association needs Unit Owner(s) assistance in documenting violation of House Rules. If you observe violations of house rules we ask that you not just report the issue to the Association office but take photos or video of the violation to assist the Association in its effort to enforce the House Rules. For example, a phone call a day or two later to Association office saying someone was blocking your driveway or causing a noise disturbance without photo/video of incident makes it hard for the Association to fine the violating Unit Owner(s). For Parking and Noise violations call Seven Springs Security at 814-352-7911 so they can assist and document.

Unit Owner(s) that provide use of their fobs to other Unit Owner(s) who have lost their privileges to the Southwind Pool and Rec Center due to any reason will be subject to a **Tier 1 violation fine** as described in Section 1.4 below for each occurrence will be imposed.

#### **1.4 Violations and Fines**

**Unit Owner(s) are responsible for the actions of their families, guests and renters. Violations caused by guests or renters will be the sole responsibility of the Unit Owner(s).**

**Notice of Violation – The Unit Owner(s) will receive a Notice via first class mail and certified mail of any violation of these Rules and Regulations at the last known address furnished by the Unit Owner(s) with the Association. In addition, the Notice of Violation will be left at the Unit Owner(s) townhome. The Unit Owner(s) will have thirty (30) days to object to the “Notice of Violation” by completing the Notice of Violation form “Objection” and returning it to the Association at the address provided. Upon receipt of a timely Objection to the Notice of Violation, the Unit Owner(s) will receive notice of a “Rules and Regulations Violation Hearing”. If there is no timely objection to the Notice of Violation received by the Association within thirty (30) days, the violation will become final. If a timely Objection to Notice of Violation is received by the Association, then the violation will not become final unless and until the violation is confirmed at the Rules and Regulations Violation Hearing, at which time, the violation will become final, or voided, depending upon the outcome of the Rules and Regulations Violation Hearing. Unit Owner(s) may present any and all reasonable evidence (limited to sixty (60) minutes) at the Rules and Regulations Violation Hearing and may be represented by counsel if desired.**

**Violations (as appropriate, final violations) are broken into two tiers.**

**Tier 1** violations are the most serious violations that infringe on Southwind Unit Owner(s) right to the enjoyment, use and peace and quiet of their homes.

Tier 1 violations include but are not limited to (i) Noise disturbances, (ii) Trespass, (iii) Use or removing of others property, (iv) Unauthorized parking in or blocking of other Unit Owner(s) driveways, (v) Verbal or physical abuse to representatives of the Southwind Association or Security personnel, (vi) open wood fires in firepits/campfires. See individual violations herein for Tier categories.

**Tier 1 violations. Initial fine for any Tier 1 violation will be \$500 for any first occurrence in a year period from the date of the first offense.**

**Any second Tier 1 violation offense within a one-year period is a \$1000 fine and third & additional Tier 1 violation offenses are \$1,000 fine each with Unit Owner(s) loss of access to Rec. Center/Pool facilities for a period of 1 year per offense from the date of the offense. Note that the date of the last Tier 1 violation will be used to reset the Unit Owner(s) one-year period.**

**The Unit Owner(s) will be given a one-time opportunity to pay a \$2000 fee to have Rec. Center/Pool facilities restored. But note any additional Tier 1 violation within a year period will result in loss of Rec. Center/Pool facilities for 1 year per Tier 1 offense, with no option to restore privileges.**

Note that Tier 1 violations are per individual incident. (For example, if 3 cars from one unit are parked in an adjacent driveway and a noise violation occurs at one time those will be considered 4 violations for a total \$3500 and loss of the Unit Owner(s) use of Rec. Center/Pool facilities for a period of 2 yrs. from date of last offense.)

**Tier 2 (as defined below). Initial fine for any Tier 2 violation will be \$100 for any first occurrence in a year period from the date of the first offense. Second Tier 2 violation is a \$250 fine and 3<sup>rd</sup> and additional Tier 2 violations are \$500. Note that the date of the last Tier 2 violation will be used to reset the homes one-year period.**

In addition to either the Tier 1 or Tier 2 violation, an Association office charge of \$50/hr for any office work related to violation/incident. Minimum charge of 1 hour.

## **ARTICLE 2 NOISE AND OFFENSIVE ACTIVITIES**

**2.1** Quiet hours throughout the Southwind community are from **11:00 p.m. to 7:00 a.m. seven days a week**. Please take extra care to keep the noise level down to reasonable and respectful levels during this period. Some examples of violations include but are not limited to: Loud music, TV, loud and unruly behavior on decks and around hot tubs. A **Tier 1 violation** fine as described in Section 1.4 above for **each occurrence** shall be imposed if Security is called after 11:00 p.m. and the

incident is documented. Should a second call to Security be made and documented after a 60-minute time period, an **additional Tier 1 violation fine** will be imposed for the second and **EVERY** subsequent call until the situation is corrected.

**2.2** No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate in any portion of the Townhome except in appropriate containers and locations provided for the collection of same. Failing to place trash properly in dumpsters (not on top of dumpster lids or outside of the dumpsters) or trash left in any common area may have a **Tier 2 violation fine** as described in Section 1.4 above plus any additional cost charged by trash hauler.

**2.3** Fireworks of any kind, including sparklers, smoke bombs, "snappers," etc., are prohibited at all times. If a violation is documented, a **Tier 1 violation fine** as described in Section 1.4 above for each occurrence will be imposed.

**2.4** No firearm, cross bow, bow and arrow, air gun or any other instrument discharging a projectile, including without limitation, BB type or pellet guns, whether for purposes of hunting or target practice shall be used within the Southwind community or open space areas. If a violation is documented, a **Tier 1 violation fine** as described in Section 1.4 above for each occurrence will be imposed.

**2.5** No drones are permitted to be flown in or around the Southwind community. If a violation is documented, a **Tier 2 violation fine** as described in Section 1.4 above for each occurrence will be imposed. (**EXCEPTION**, the Association uses a drone for roof, building and other inspections.)

**2.6** THE CONDUCT OF GUESTS/VISITORS, IN OR OUT OF A UNIT, IS THE RESPONSIBILITY OF THE UNIT OWNER(S). Misconduct anywhere exterior to a unit including decks, patios or common areas, that disturbs the enjoyment of others, may result in a **Tier 1 violation fine** as described in Section 1.4 above for each occurrence will be imposed to the Unit Owner(s).

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## **ARTICLE 3 PARKING / VEHICLES**

**NOTE: TOWING ENFORCEMENT IS IN EFFECT. ANY CAR NOT LEGALLY PARKED ON ANY STREET IN SOUTHWIND IS SUBJECT TO TOWING WITHOUT WARNING.**

**3.1 Violation Procedures:** All violations are subject to towing. Towing costs due will be due and payable by the vehicle's owner directly to towing company. It is intended that towing orders be reserved for the Association Manager.

**3.2** Speeding and unsafe driving is prohibited. Maximum speed within the Community is 14 MPH.

**3.3** No major vehicle repairs shall be done on the property.

**3.4** No vehicles shall be parked in any grass/landscaping areas. A **Tier 2 violation fine** as described in Section 1.4 above for each occurrence/vehicle will be imposed.

**3.5** No vehicles shall be parked in a manner that obstructs, blocks, or impairs access to any other unit or parking area. All vehicles must fit within the boundaries of the Unit Owner(s)' own driveway. Vehicles shall not encroach in the street or adjacent driveway. Vehicles in violation of these Rules and Regulations shall be subject to towing. A **Tier 1 violation fine** as described in Section 1.4 above for each occurrence/vehicle will be imposed.

**3.6** No parking at any time in a driveway space assigned to another Unit Owner(s) without their permission. If someone is illegally parked in your driveway, the Unit Owner(s) should take a photo, and contact the management company to have the violating vehicle owner found and moved or towed away. Regardless if the vehicle is moved or towed, a **Tier 1 violation fine** as described in Section 1.4 above for each occurrence, each vehicle will be imposed, plus any towing costs.

**3.7** No parking in front of dumpsters or no parking zones where Unit Owner(s) access is impeded and / or community services/ snow removal are impeded. Violating vehicle shall be subject to towing. A **Tier 1 violation fine** as described in Section 1.4 above for each occurrence/vehicle will be imposed, plus any additional trash company charge for additional pickup.

**3.8 Overflow Parking:** Guests and residents may use the **Overflow Parking** (located on the attached map) on a **first-come first-serve random basis**. Overflow parking will be used exclusively for and by the resident and their guests. It is expected that residents will use their garage and driveway as their primary parking space. All overflow parking is limited to passenger vehicles. Motorhomes campers and trailers are not permitted in overflow areas in Southwind except for a temporary 72hr period in the overflow parking along Lakeside Trail between the rear of the dumpster and intersection of Lakeside Trail and Southwind Drive. A **Tier 2 violation fine** as described in Section 1.4 above for each occurrence will be imposed.

**3.9 UNLICENSED AUTOS:** No unlicensed vehicles, equipment or machinery of any kind shall be permitted to remain outdoors overnight on any part of a Unit or the Common Facilities, without the express written permission of the Association Manager. All such vehicles, equipment or machinery shall be located in the garage on the lot. A **Tier 2 violation fine** as described in Section 1.4 above for each occurrence may be imposed.

# SOUTHWIND OverFlow Parking



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## ARTICLE 4 POOL AND RECREATION CENTER

**No Lifeguard on duty. Swimming, use of hot tub and pool deck areas are at your own risk!**

**4.1** The Recreation Center (“Rec Center”) and gym hours are subject to change and hours will be posted at entrances and announced to Unit Owner(s). During pool season the gym is only open during pool hours. (Otherwise, from 6:00 a.m. to midnight daily during the fall, winter and spring when the pool and hot tub are closed.) The Pool and Hot tub hours are subject to change and hours will be posted at entrances and announced to Unit Owner(s). (Typically, 9:00 a.m. to 9:00 p.m. from opening thru August 15 and 9:00 a.m. to dusk from August 16 thru pool closing.) Use of the pool and hot tub is permitted only during open hours. (Again, during all seasons access to the upper-level Rec. Center is between the hours of 6:00 a.m. and midnight through the main entrance on the upper level). This Rec. Center facility is for the use of Unit Owner(s) only and Unit Owner(s) are responsible for their access fobs at all times.

**4.2** Unit Owner(s), guests and renters will be required to enter through the pool area and are required to present fobs to association management in order to use the pool, patio or deck areas during the swim season. Failure to do so will result in key fobs being deactivated.

**4.3** No glass bottles, glass containers or electrical appliances shall be permitted in the immediate area around the pool or spa. If a Unit Owner(s), specifically including tenants or guests, violates this rule, the Unit Owner(s) shall be financially responsible for any cleaning, maintenance or damage repair charge in addition to a **Tier 2 violation fine** as described in Section 1.4 above for each occurrence. **Failure by anyone to comply with request to remove the prohibited item from the premises will result in a fine plus deactivation of the access fob for a period of 7 to 30 days. There is a \$50 access fob reactivation charge.**

**4.4** A natural gas grill is provided for the convenience of pool goers. Please use the grill in a responsible manner. All food items should be kept in the grill area and all trash should be placed in the provided trash containers. Utensils and the grill grate should be cleaned after using the grill.

**4.5** There will be no climbing on any structure, jumping off rocks or hot tub into the pool or deck area. Diving is not permitted at any time. **Any of the above**

**actions, or disturbing the peace in the pool area, shall result in a Tier 2 violation fine as described in Section 1.4 above for each occurrence and the access fob will be deactivated for a period of 7 to 30 days. There is a \$50 access fob reactivation charge.**

**4.6** All swimmers must wear swimming attire.

**4.7** Infants and toddlers (under 3yrs old) are required to use rubber pants or diapers designed for swimming pool use. For their own safety, infants and toddlers are not permitted in the hot tub at any time.

**4.8** No pets are allowed in the pool, patio, deck or Rec. Center areas. Certified service animals are welcome on the patio, deck or Rec. Center at all times.

**4.9** The Southwind Homeowners Association and Management Company will not be responsible for any lost, stolen or damaged articles. Any personal items left at the facility should be reported immediately to the Association Manager. Unclaimed items will be held for a one-month period at which time any unclaimed articles will be donated or properly disposed.

**4.10** The Association Manager has the authority to dispense any disciplinary action necessary to keep the pool, patio and deck areas safe and a family friendly environment. Loud, offensive and/or lewd behavior (or the like) will not be tolerated.

**4.11** The Association Manager or representative will **NOT** be subjected to any physical or verbal abuse. If a violation is documented, it shall result in a **Tier 1 violation fine** as described in Section 1.4 above for each occurrence.

**4.12** Smoking is not permitted at any time in the pool/patio/deck area or Rec center. A **Tier 2 violation fine** as described in Section 1.4 above may be imposed for each occurrence. Documentation of the incident should be made or, in the alternative, a photograph should be taken of the incident. Any cleaning or other charges associated with a smoking violation will be billed to the Unit Owner(s).

**4.13** Anyone caught trespassing on the pool; patio or deck areas when the facilities are closed may be reported to the Pennsylvania State Police Department and shall result in a **Tier 1 violation fine** as described in Section 1.4 above for each occurrence.

**4.14** Use of exercise/gym equipment: All minors under the age of 18 must have signed parental liability wavier to use gym/exercise equipment. A waiver form can be obtained from the Association Management office. Children ages 18 and over

may use the gym/exercise equipment without parental supervision. Children ages 13 through 17 must have parental supervision. Absolutely NO Children under the age of 13 are permitted to use the gym/exercise equipment. USE OF EQUIPMENT IS AT YOUR OWN RISK, and the Association makes no warrants or representations regarding merchantability or fitness for a particular purpose.

**4.15** Upper level of the Southwind Recreation Center limitations: Absolutely NO Children under the age of 13 are permitted in the Upper level of the Rec center without parental supervision. Use of the Rec Center loft area shall be with consideration of others on the main level and noise level must be kept to a minimum.

**4.16** Any Unit Owner(s) caught violating these rules, and upon determination of the Association and/or House Rules Committee, may lose their Association enjoyment rights.

**4.17** Please refer to the Southwind Recreation Center Rental Rules and Regulations for information and guidelines concerning the availability of reserving the facility for private events, which reservation must be limited to Unit Owner(s) only and their guests, and not tenants/renters.

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## **ARTICLE 5 PETS**

**5.1** Pet owners are responsible for their pets. Unit Owner(s), guests and lawful tenants must take all care required to ensure that their pets do not disturb other residents by creating a nuisance or excessive noise or by threatening or assaulting other residents or their pets. Unit Owner(s) may be subject to a **Tier 2 violation fine** as described in Section 1.4

**5.2** Pets or animals must be on a leash or in the arms of an adult at all times when outside. Pets may not be left unattended, tied outside a unit, on patios, decks or yards or any other part of the limited common areas or common areas. Unit Owner(s) may be subject to a **Tier 2 violation fine** as described in Section 1.4

**5.3** Residents keeping a pet are individually responsible for any damage which their pet may do to common areas and facilities or to the property of another Unit Owner(s). Damage done by a pet to the property of another Unit Owner(s) is a matter between the pet owner and the person whose property is damaged, although subject to a Tier 2 violation fine as described in Section 1.4.

**5.4** Pet owners shall immediately clean up and remove any defecation or waste created by their pet. Failure to comply shall result in a **Tier 2 violation fine** as described in Section 1.4 above for each occurrence. For the convenience of pet lovers Doggie-Pots and bags are located throughout the community.

**5.5** The Association Board of Directors may require, after Notice and Rule Violation hearing as appropriate and as described in Section 1.4, the removal of any animal which the Board, or appropriate committee, in exercise of reasonable discretion, finds disturbing other Unit Owners unreasonably or if the pet owner continues to violate the rules concerning pets, and may exercise this authority for specific animals even though other animals are permitted to remain.

**5.6** All residents must comply with the Commonwealth of Pennsylvania and Somerset County pet laws. All animal complaints shall be in writing and a letter submitted to the Association Manager. In the event of property damage or personal attack to a resident, tenant, guest, or anyone on the premises, you must file a Pennsylvania State Police report and provide all necessary documentation to the Association Manager.

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## **ARTICLE 6 TRESPASSING**

**6.1** No Unit Owner(s), guest or lawful tenant, shall enter, or allow entrance of, another unit's deck or patio. Such violation shall result in a **Tier 1 violation fine** as described in Section 1.4 above for each occurrence. Security should be called and documentation of the incident made or, in the alternative, a photograph is taken of the incident. The security report and photos should be sent to the management company.

**6.2** No Unit Owner(s) shall enter, or allow to be used, another unit's hot tub, grill or any other amenity. Such violation shall result in a **Tier 1 violation fine** as described in Section 1.4 above for each occurrence. Security should be called and documentation of the incident made or, in the alternative, a photograph is taken of the incident. All documentation should be sent to the management company.

## **ARTICLE 7**

### **DIRT BIKES/ATV / SNOWMOBILE USE**

**7.1** All ATVs and snowmobiles must be registered and insured, if and as required by Pennsylvania State Law.

**7.2** Illegal use in the community, other than ingress or egress, of any ATV, snowmobile, dirt bike or golf cart (or similar unlicensed vehicle) exceeding five (5) miles per hour, riding on Seven Springs property, or riding after dark or before 7:00 a.m., shall result in a **Tier 1 violation fine** as described in Section 1.4 above for each occurrence if Security is called or other documentation of the incident is taken. Any fine imposed by the Association shall be separate from any violations/fines from the Commonwealth of Pennsylvania/State Police or Seven Springs Mountain Resort, Inc.

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## **ARTICLE 8**

### **UNIT USE /APPEARANCE/NUISANCES**

**8.1 FIRE REPAIR:** In the event of a fire or casualty to any Unit or lot, Unit Owner(s) shall within thirty (30) days of such fire or casualty remove all debris and reclaim the property and place the Unit or lot in a neat and orderly condition.

**8.2 SUBDIVISION:** No Unit or lot may be subdivided or used in separate parcels or tracts.

**8.3 RESIDENTIAL USE:** No unit shall be used for any purpose other than single-family residential purposes. No commercial use shall be made of any lot in Southwind, except that home occupations may exist; provided, however, that no additional traffic is generated or signs are located on or in the Unit.

**8.4 LAUNDRY:** No drying or airing of any clothing or bedding shall be permitted outdoors within the property of a Unit. Unit Owner(s) may be subject to a **Tier 2 violation fine** as described in Section 1.4.

**8.5 FIREWOOD:** All firewood shall be stored in appropriate containers located only on patios/decks associated or attached to a Unit and at no other location within Southwind. Old/decaying firewood must be removed or Unit Owner(s) may be subject to a **Tier 2 violation fine** as described in Section 1.4.

**8.6 NUISANCES:** No noxious or offensive activity shall be conducted within Southwind nor shall anything be permitted to be done therein which may be or may become an annoyance or nuisance to the residents of Southwind. Unit Owner(s) will be subject to a **Tier 1 violation fine** as described in Section 1.4.

**8.7 SOUND SYSTEMS: Outdoor speakers or amplification systems** of any kind must be kept at reasonable day-time levels (outside the quiet hours of Section 2.1 above) so as not to disturb the reasonable enjoyment of Units or Common Facilities by Unit Owner(s). Unit Owner(s) may be subject to a **Tier 1 violation fine** as described in Section 1.4

**8.8 ANTENNA:** No outside antenna or signal receiving facilities may be attached to any Unit, except that receiving or transmitting dish of eighteen (18") inches or smaller as well as cellular repeater are permitted. When installing such to a unit, the Unit Owner(s) shall contact the Association Manager prior to installation for agreement of best location to place it.

**8.9 OUTSIDE BURNING:** No outside wood burning or wood firepits shall be permitted within Southwind, except for outdoor gas cooking grills or gas firepits or gas cooking facilities. No open wood fire rings are permitted on Southwind townhouse or common property. Unit Owner(s) will be charged the cost to replace the burned grass from the use of a fire ring. Turkey fryers charcoal grills and similar appliances **MUST NOT** be used on decks, grass areas, and patios under decks. Only acceptable place is on your asphalt driveway at least 12 feet away from flammable materials. Grease and charcoal must be disposed of properly. Unit Owner(s) will be subject to a **Tier 1 violation fine** as described in Section 1.4 plus cost of any cleanup/damage.

**8.10 OUTSIDE STORAGE:** No Unit Owner(s) shall store or maintain, nor cause to be stored or maintained, any materials, machinery, equipment, furniture, trash receptacles or other similar items outside upon the Unit or Common Facilities. Unit Owner(s) may be subject to a **Tier 2 violation fine** as described in Section 1.4

**8.11 SIGNAGE:** No signs of any kind (except house numbers) may be placed on a unit, or in landscaping or common areas anywhere throughout the community including inside a home window. Unit Owner(s) may be subject to a **Tier 2 violation fine** as described in Section 1.4

**8.12 UNKEMPT HOMES:** All areas of any lot or structure shall be maintained in a neat, clean and orderly condition, including but not limited to, lawn and deck areas. Unit Owner(s) may be subject to a **Tier 2 violation fine** as described in Section 1.4

**8.13 MAIL BOXES:** no mail boxes, mail receptacles or similar devices shall be located on the Unit. If you need mail delivery, please contact the Association office for the latest Post Office procedure.

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## **ARTICLE 9 DECORATIVE LIGHTS**

**9.1** White lights are the only color of decorative lighting permitted. Colored lights are not permitted. Inflatables and other yard decorations are not permitted. Unit Owner(s) subject to a **Tier 2 violation fine** as described in Section 1.4

**9.2** Decorative white lights may be displayed on trees and shrubs during the ski season defined as Nov 15 – April 15 (these need to be off of the trees and shrubbery for the landscapers during the rest of the year)

**9.3** Decorative white lights permitted on decks and houses year-round (except must be removed for scheduled unit painting and maintenance).

## **ARTICLE 10 TRASH AND DUMPSTER**

Each overflowing dumpster or trash left outside of the dumpster will cause extra pickup fees charged to the Association. Please find another dumpster if the nearby one is full.

**10.1** Crush or cut all large boxes before putting into dumpster. Any uncrushed boxes traced back to the Unit Owner(s) may be subject to a **Tier 2 violation fine** as described in Section 1.4, plus any additional trash hauler cost.

**10.2** Oversized items such as furniture, mattresses and other bulky non hazardous/ non-electronic items are not to be left outside dumpsters. Contact the Association office and they can be picked up by the trash hauler all for a single \$25 charge billed to the Unit Owner(s). Recyclable appliances and hazardous/electronic items cannot be picked up, contact the Association office for possible alternatives/recommendations. Unit Owner(s) may be subject to a **Tier 2 violation fine** as described in Section 1.4 plus cost to recycle/remove items.

**10.3** Hot fireplace ashes are not to be put into the dumpsters, Unit Owner(s) may be subject to a **Tier 1 violation fine** as described in Section 1.4 plus cost for any fire damage to dumpster and shelter.

**10.4** Failing to place trash properly in dumpsters (not on top of dumpster lids or outside of the dumpsters) or trash left in any common area may have a **Tier 2 violation fine** as described in Section 1.4 above plus any additional cost charged by trash hauler.

## **ARTICLE 11 ARCHITECTURAL CONTROL AND APPROVAL**

Any permanent visible change to the exterior of your unit must be approved by submitting a request through the architectural control committee. This includes but not limited to replacing light fixtures, deck expansions, replacing doors, windows.

**11.1** Any exterior addition to or change or alteration made without application having first been made and approval obtained shall be deemed to be in violation and may be required to be restored to the original condition at Unit Owner(s)'s cost and expense may be subject to a **Tier 2 violation fine** as described in Section 1.4.