



HOMEOWNERS ASSOCIATION

**RULES
AND
REGULATIONS**

OCTOBER 2011

**This copy of the Rules and Regulations should remain in
your condominium.**

RULES AND REGULATIONS OF BROOKSTONE

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Rules and Regulation
Brookstone Homeowners Association

A. GENERAL

1. **Authority**-The following Rules and Regulations have been adopted by the Management Committee pursuant to authority granted to it by the Declaration, which includes the Covenants, Conditions and Restrictions (CC&Rs). The Rules and Regulations shall be applicable to and binding upon each Unit Owner, his family, tenants, guests, and invitees until modified in writing. The Management Committee must authorize, in writing, any exceptions to these Rules and Regulations.
2. **Association**-Wherever in these Rules and Regulations reference is made to the “Association”, such reference shall mean all Unit Owners collectively.
3. **Unit Owner**-Wherever these Rules and Regulations refer to “Unit Owner” or “Owner”, such terms shall mean the owner of a unit.
4. **Application**-All Unit Owners shall be bound by and comply with all the Rules and Regulations governing the Units, common walls, buildings, common areas, limited common areas, recreational facilities, patios, driveways, grounds, parking, and any other appurtenances and the use thereof. Wherever the term “Common Areas” is used in these Rules and Regulations, it is understood to include “Limited Common Areas” unless stated otherwise.
5. **Amendments**-The Management Committee, on behalf of the Association, reserves the right to add, alter, amend, modify, repeal or revoke these Rules and Regulations and any consent or approval given at any time by action of the Management Committee on behalf of the Association.
6. **Conflict**-In the event of any conflict, inconsistency, or incongruity between the provisions of these Rules and Regulations and any of the provisions of the Utah Code or the Declaration, the provisions of the Act and Declaration shall in all respects govern and control.
7. **Rules and Regulations not a Limitation on Authority**-The following Rules and Regulations are set forth by way of explanation, not a limitation. The Management Committee reserves the right to impose fines for violations which are outlined in these Rules and Regulations in order to insure the Complex is maintained and used in a manner consistent with the interest of the Unit Owners.

B. RIGHTS/RESPONSIBILITIES

1. **Assessments**-Each Unit Owner shall pay, as assessed, all annual and special assessments.
 - a. **Annual Assessment**-The Annual Assessment is the amount a Unit Owner must pay each fiscal year as his share of the total cost of operating and

maintaining the Complex. The Annual assessment is due in monthly installments on the 1st of each month. Payment shall be made at the office.

- b. Late Payments-**Any installment of either an annual, special assessment, or fine not paid within ten (10) days after the due date shall be in default and shall be subject to a late charge of (10) dollars and a late charge of twenty-five (25) dollars for the second month and a late charge of one hundred (100) dollars for each subsequent month. Fees that are not paid in full by the thirtieth (30th) of the month will forfeit the right to access all of the amenities. The amenities tag will not be activated again until all fees and late charges are paid in full. Each month a failure to pay an installment shall be handled separately and shall follow the same schedule. Every Unit Owner should be aware that the Management Committee has the authority to turn the collection of late assessments over to an attorney or a collection agency at any time. A fee of (25) dollars will be charged on all payments returned for insufficient funds.
- c. Lien/Foreclosure-**Should an Owner be delinquent in his payment of assessment(s), the Management Committee, on behalf of the Association, has the authority to initiate a lien against the Unit and possibly even a foreclosure. In addition to the above, the Management Committee may take other action as they deem necessary.

2. Owner's Unit-Each Owner is responsible for the interior of his Unit including, but not limited to the following:

- a. Maintenance, Repair and Replacement-**Each Unit Owner is responsible for the maintenance, repair and replacement of items within his Unit such as doors and windows (including those on exterior walls), cabinetry and appliances, as well as the refinishing or recovering of walls, floors and ceilings. A more definitive breakdown of responsibility between the Unit Owner and the Association for the maintenance of various items is contained in Exhibit A.
- b. Curtains, Draperies, Shutters and Blinds-**Draperies, curtains, shutters or blinds in light earth tone colors must be installed by each Unit Owner on all windows of his Unit and must be properly maintained. No other window covering is allowed such as aluminum foil, sheets, window advertisements, paper, rugs, etc. No reflective coatings. Sun shades and tinted windows are allowed.
- c. Common Plumbing-**Improper disposal of waste (food, grease, hair, paper towels, diapers, toiletry items, etc.) can become a potential problem for one or more Units involved. Each Unit Owner is cautioned against excessive use of any of the above in their appliances or plumbing apparatus which may cause overflow in his or other Units. Detergents and soaps shall be used only pursuant to manufacturer's directions. When such a problem does occur, if it can be determined that one particular Owner is at fault, then that Owner shall bear the total cost.

- d. **Glass and Screens**-As stated in the CC&R's, windows are the responsibility of the Owner. Therefore, the Unit Owner must replace the glass and screens servicing solely his Unit and/or purchase glass insurance for his Unit. The Unit Owner is responsible for keeping the windows of his Unit in a clean and acceptable condition. When windows become stained due to broken seals in the thermal panes, it is the responsibility of the Owner to take corrective action.
- e. **Insurance Coverage**- It is the sole responsibility of the Unit Owner to review and understand the Association's Master Insurance Policy and obtain adequate insurance coverage for those items for which the Association has no responsibility. This also applies to unoccupied and rented units. See Exhibit B of these Rules and Regulations for insurance coverage rules and procedures.

Cancellation of Insurance-No Unit Owner shall permit anything to be done to or kept in his Unit or on the Common Areas which will result in the cancellation of insurance on the building or contents thereof or which would be in violation of any public law, ordinance or regulation.

3. Exterior Appurtenances- Each Unit Owner shall be responsible for the maintenance, repair, and/or replacement of his air conditioner located on the roof and the following items that are part of the exterior walls of his Unit: doors and door frames, door locks and knobs, windows and window frames, and screens; also doorbells and light fixtures controlled by the Owner's power. A more definitive breakdown of responsibility between the Unit Owner and the Association for the maintenance of various items is contained in Exhibit A.

With regard to replacement, repair or maintenance of any of the above mentioned items (except air conditioning components), those included in Exhibit A, or of any other exterior appurtenance for which the Owner is responsible, the Management Committee reserves the right to approve the type of design, material and color of the repair or replacement. To avoid replacements, all Owners should check with the Committee or the Property Manager before replacing any outside appurtenance.

4. Use of Limited Common Areas-Each Unit has been assigned Limited Common Areas which are restricted in use to only the Unit Owner, his tenants or guests. Such areas include patios, doorsteps, and parking stalls as indicated on the recorded plat. Each Unit Owner is responsible for keeping his Limited Common Areas in a clean and safe condition at all times, meaning free of debris and litter.

A Unit Owner may plant flowers, shrubbery and trees of his choosing in his patio area or have small potted plants on his front steps or adjacent to his garage entrance. In such cases, the Unit Owner shall be responsible for any damage to his or any neighboring Unit, patio, patio fence even if such plantings were by a previous Owner.

Nothing shall be screwed in or attached to the vinyl fence without the Management Committee's written approval. One flag bracket may be attached on the garage front. A lightweight decoration (wreath, nameplate, etc.) is permitted on the gate, using a

hanging bracket. The Unit owner is responsible for any damage he causes to the fence.

5. Use of Recreational Facilities

- a. Identification Tag-**A keyless entry tag is required for each unit accessing and using the recreational facilities. Each Unit Owner is entitled to a total of two (2) tags, which are not transferable. A fee of \$20.00 will be charged for tag replacement.
- b. Reserving the Social Center-**Each Unit Owner/tenant may reserve the social center. The rules and the procedures for renting the social center are attached as Exhibit C of these Rules and Regulations.
- c. Swimming Pool and Hot Tub Rules-**Rules covering use of the swimming pool are attached as Exhibit D of these Rules and Regulations. In addition to those Rules, All Unit Owners, tenants and guests shall abide by the posted rules at the swimming pool and hot tub. The swimming pool cannot be reserved for private use.
- d. Tennis Court Rules-**Rules covering the use of the tennis courts are attached as Exhibit E of these Rules and Regulations. The tennis courts are not to be used for any activity except tennis.
- e. Attire-**All persons shall be properly attired when appearing in or using any of the recreational facilities.
- f. Smoking-**Smoking is allowed in the pool area on the upstairs deck outside the social center or at the picnic area outside the pool area.
- g. Users Assume Risk-**All persons using any of the recreational facilities do so at their own risk and sole responsibility. The Association does not assume responsibility for any occurrence, accident, or injury in connection with such use. No Unit Owner shall make any claim against the Association, its servants, agents, or employees, for or on account of any loss or damage to life, limb or property sustained as a result of or in connection with any use of the recreational facilities. Each Unit Owner shall hold the Association and Management harmless from any and all liabilities and any action of whatsoever nature by any tenants, guests, invitees, or licensees of such Unit Owner growing out of the use of the recreational facilities, except where such loss, injury or damage can be clearly proved to have resulted from and been proximately caused by the direct negligence of the Association or its agents, servants, or employees, in the operation, care or maintenance of such facilities.
- h. Denial of the Right to Use-**The Management Committee, on behalf of the Association, shall have the right to bar a Unit Owner, his family, guests, or tenants the use of any of the recreational facilities for failure to make payment

of any assessment or fee due and for failure to abide by these Rules and Regulations and the CC & R's.

- i. **Pool Use to Unit Owners/Tenants**-When a unit is leased the Unit Owner's right to use the swimming pool is automatically transferred to the tenant and the unit owner forfeits the right to use the swimming pool unless these rights are withheld from the tenant in a written lease and a copy is on file in the office.

6. Violations-Violations of the above Rules and Regulations or the referenced Exhibits governing the use of the recreational facilities are subject to the notice/fine schedule spelled out in Section D6.

7. Damages-Any damage to a building, recreational facilities, equipment or other Common Areas caused by a Unit Owner, his tenants or guests, or a pet of such Unit Owner, tenant or guest, shall be repaired at the expense of the Unit Owner or tenant.

C. REQUIREMENTS/RESTRICTIONS

1. Occupancy-No part of the Units within the Complex shall be used for any purpose except residential housing and no part of the Common Areas for purposes other than for which they were designed. Each Unit shall be used as a residence for a single family, its servants, and guests. No rental of part of the space in a unit is allowed. Units may be rented only in their entirety. Subleasing is not allowed.

2. Tenants (Non-Owner Occupants, Renters, Lessees, Others)-A Unit Owner has the right to lease (rent) his Unit following the Unit Rental Lease Policy-Exhibit F.

- a. **Definition**-A tenant shall be anyone who resides in a Unit when the Owner does not, whether or not he pays rent and regardless of his relationship to the Owner.
- b. **Limit**-As required by the CC&R's, a maximum of twenty-two (22) Units may be leased at any given time. If an Owner wishes to lease his Unit to others, he must first contact the office. Once the limit of twenty-two (22) has been reached, a waiting list will be maintained by the office secretary and the Owner will be notified on a first-come/first-served basis of his authorization to lease his Unit.
- c. **Requirements**-The formal requirements governing the lease of a Unit are set forth in the CC&R's. Any Unit Owner interested in leasing his Unit should review and shall comply with the CC&R's and the Rental Lease Policy-Exhibit F.
- d. **Committee as Attorney-In-Fact**-In the event a tenant has materially violated the Act, the Declaration, or these Rules and Regulations, the Management Committee, on behalf of the Association, has the authority to act as an Attorney-in-Fact subject to the following conditions:

- 1) The Tenant being in material violation of the Act, Declaration, of these Rules and Regulations, and the tenant failing to cure that violation or correct the violation or default.
- 2) The Unit Owner being notified of the tenant's alleged violation and failure to cure the same and the Unit Owner failing to have the tenant cure the default.
- 3) That within ten (10) days after the second notice to the Unit Owner, the Unit Owner has not commenced legal proceedings to evict the tenant to regain possession of the Unit, or taken other formal action to correct the offensive conduct.

e. Lease Agreement-Whenever tenants occupy a Unit, there shall be a formal rental or lease agreement. A copy of every lease agreement shall be submitted to the office within two weeks following execution. Information of a sensitive matter (SSN's, lease amounts, etc.) may be blocked out. Each rental or lease agreement shall be in writing and include the following:

- 1) Incorporation of these Rules and Regulations by reference;
- 2) That the lessee shall obey and abide by the Act, the Declaration and these Rules and Regulations.
- 3) That in the event a tenant has materially violated the Act, Declaration, or these Rules and Regulations, the Management Committee, on behalf of the Association, has the authority to act as Attorney-in-Fact to undertake whatever action is required to terminate the offensive conduct/violation, including the following:
 - a) To restore possession of the Unit on behalf of the Owner and to enter such Unit and demand possession of the same;
 - b) To institute in a Unit Owner's name such actions and proceedings as shall be deemed necessary and proper for the recovery of the possession of such Unit, to require the tenant to abide by the Act, the Declaration, and/or these Rules and Regulations and to recover any and all damages which the Committee may consider that it or the Unit Owner is entitled to recover;
 - c) To employ legal counsel to prosecute or assist in prosecuting any such actions and proceedings;
 - d) To compromise, settle, or adjust any actions, proceedings, or other controversies in such manner and on such terms as the Committee may deem in its sole judgment to be best.

- 4) **Payment of Attorney Fees**-In the event the Committee must undertake legal proceedings to evict a tenant, regain possession of the premises, or enjoin a tenant's behaviors, the Unit Owner agrees to pay or reimburse the Association for all attorney's fees and court costs incurred as a result.
- 5) **Utah Law**-All evictions and eviction procedures shall be done in accordance with applicable Utah law.

3. Modifications to Exterior of Unit-No Unit Owner shall cause or permit any modification to the exterior of his Unit or Limited Common Areas without prior written approval from the Management Committee. Failure to obtain prior approval can result in the change being removed and restored to the original condition by the Unit Owner.

- a. **Major**-Any major change to the exterior of a Unit requires the approval of sixty-seven (67) percent of the Unit Owners.
- b. **Minor**-Any minor modification to the exterior of a Unit must be approved by the Management Committee. The modification must be submitted to the Management Committee in writing with a precise drawing before installation. After approval a license agreement will be typed up with the modification and the Unit Owner will have the license agreement recorded by the Salt Lake County Recorder's Office. A minimal recording fee will be charged to the Unit Owner.

4. Common Areas

- a. **Modifications to Common Areas** (exclusive of Limited Common Areas and Unit Buildings)-Major modifications to the Common Areas, such as the planting of trees, water fountains, carpeting the entrance, and the placement of any types of lights, other than lights during the Christmas season are prohibited.
- b. **Planting and Decorative Items**-The planting of flowers and shrubbery of any type and the placement of decorative items such as planter boxes, planter pots, bird houses, bird feeders, bird baths, statues, stepping stones, flags (other than the U.S. Flag), etc. are also prohibited anywhere on the Common Areas without the prior written consent of the Management Committee. All submittals to the Committee for approval must be limited and modest in scope, unobtrusive to other Owners, be consistent with the existing established plantings by the Association, and have no impact or effect on the established lawn or bushes.

5. Play Areas-Children are restricted from using as play areas those portions of Common Areas designated as "Limited" and assigned to other Owners for their use exclusively. Children under the age of 16 must be supervised at all times in the common areas.

6. Vehicles

- a. **Vehicle Identification**-Unit Owners are required to register and obtain decals for their vehicles at the Management Office. The identification decal should be applied to all their vehicles in the lower left hand side of the front windshield. The Management Committee provides two decals free of charge. Additional decals shall be purchased at the Management Office for additional vehicles at a cost of ten (10) dollars.
- b. **Assigned Parking**-Each Unit has a two car garage for parking their vehicles. Some units have a parking space adjacent to their unit. These parking spaces are Common Area and Limited Common Area. Check the plat for your area to see about your adjacent parking area.
- c. **Guest Parking**-If a homeowner has an overnight guest that requires the use of a guest parking space over 72 hours, the homeowner shall secure a dated and numbered guest pass from the office or Property Manager. Guest passes are to be prominently displayed on the left side of the dashboard or attached by using the left window wiper. In case of an emergency, place a note on the windshield of the guest vehicle.
- d. **Vehicle Restrictions**- Each unit is limited to three vehicles. Vehicles owned beyond three may not be stored or parked on the premises. For those residents having more than three vehicles, arrangements can be made for them to park in the RV storage area for a monthly fee. The following vehicles may not be parked in the parking space adjacent to a unit, in guest parking, on the streets, or in alley ways: buses, large trucks, trailers, semi-trailers, boats, recreational vehicles, travel vans, moving vans, pods (portable moving containers) and all commercial vehicles. No guest parking permits will be issued for such vehicles. These items must be parked in a Unit Owners garage or in the RV area. Parking commercial vehicles all day or all night in guest parking areas is prohibited.
- e. **Residents Using Guest Parking**-Residents using guest parking on Brookstone Drive, at the Social Center and in common area parking stalls are limited to 48 continuous hours in one space.
- f. **Operating Condition**-All vehicles parked outside in private, guest or RV parking areas must have current registration and be in operating condition.
- g. **For Sale Signs**-Vehicles shall not be parked within the Complex with "For Sale" signs attached.
- h. **Speed Limit**-The speed limit in the Complex is 15 MPH and must be observed by both Unit Owners, tenants, and guests.

- i. **Fire Lanes**-The entrance, all Brookstone streets (except designated parking stalls) and the alleys are FIRE LANES. Fire regulations and safety considerations require them to be clear at all times. Unit Owners are responsible for any improper parking by workmen, family members and guests.
- j. **Winter Parking/Snow Removal**- Limited physical facilities create snow removal difficulties, especially for guest parking areas that have cars parked in them. To enable crews to promptly plow the entire area, all vehicles must be moved to a garage or an already plowed space no later than 8:00 a.m. in the morning after a snow storm. Unit Owners are responsible to notify all guests of this parking regulation.
- k. **Recreational Vehicle Storage**-The only authorized storage of recreational vehicles owned by either owners or tenants is in the designated RV area located in the southeast corner of the Complex. Spaces are available at a monthly rental charge. Spaces are available on a first-come/first-served basis. Renters are required to sign a lease agreement in the Management Office. Rules for rental for recreational vehicle storage are attached in Exhibit J.
- l. **Obstructions**-Parking so as to block streets, sidewalks, driveways, stairwells, or garages shall not be permitted. If any vehicle owned or operated by a Unit Owner, tenant or guest is illegally parked or abandoned in the Complex, the Association shall be held harmless by such Unit Owner, tenant, or guest for any and all damages or losses that may ensue. Any and all rights in connection therewith that the Owner, tenant or guest may have under the provisions of state or local laws and ordinances are hereby expressly waived. The Unit Owner, tenant or guest shall indemnify the Association against any liability which may be imposed on the Association as a result of such illegal parking or abandonment and any consequence thereof.
- m. **Towing of Illegally Parked Vehicles**-Unit Owners shall observe and abide by all parking and traffic regulations as posted by the Committee or by municipal authorities. Vehicles parked in violation of any such regulations may be towed away at the Unit Owner's sole risk and expense.
- n. **Citations (Warnings/Fines)**-The Association and Management Committee shall have the authority to issue a citation to Unit Owners, tenants, guests and invitees for parking and traffic violations. Citations shall be issued as spelled out in Sec. D6.
- o. **Indemnity of the Association**-Should an employee of the Association or the Property Manager, at the request of a Unit Owner, tenant or guest, handle, move, park, or drive any automobile placed in the parking areas, then and in every such case, such employee shall be deemed the agent of the Unit Owner, tenant or guest. The Association shall not be liable for any loss, damage or expense that may be suffered or sustained in connection therewith.

7. Pets

- a. **Limitations**-Unit Owners are allowed to keep small dogs as pets in addition to cats and birds. No other pets are allowed. Small dogs shall be defined as any adult animal of twenty-five (25) pounds or less. The number of pets per Unit shall not exceed two (2) without the prior written approval of the Management Committee. Pets owned by Unit Owners as of June 2006 shall be allowed to remain with the owner unless the breed is listed below. If the breed is listed below the Unit Owner must make a personal appeal to the Management Committee in order to maintain them.
- b. **Breeds Not Allowed**-Regardless of weight, the following dog breeds shall not be allowed as pets in the Complex nor shall any such dogs be allowed accompanying any guest of a Unit Owner: Pitt Bull, Doberman, Rottweiler, German Shepherd, Chows, Presacuario, Akita, Wolf Hybrid, Husky, Great Dane, Bulldog, Pug, Bull Terrier, American Staffordshire Terrier, Bloodhound, Eskimo, Elkhound, Malamute, Mountain Dog, Mastiff, Newfoundland, St. Bernard
- c. **Behavior**-A pet may be maintained in a Unit so long as it is not a nuisance. Actions which constitute a nuisance include, but are not limited to, abnormal or unreasonable crying, barking, scratching or unhygienic offensiveness, harassment of a passerby, aggressive acts, behavior causing damages to a property, attacking or threatening to attack people or other pets, defecating on a sidewalk
- d. **Registration**-All pets must be registered with the Murray Animal Services, if required, and inoculated or vaccinated as required by law. Each Unit Owner will also register each pet with the Management Office including breed, gender, size and color.
- e. **Damages**-Every Unit Owner and tenant is fully responsible for personal injuries and/or property damage caused by his pet.
- f. **Leashes**-Pets must be on a leash and under the control of a responsible person while in the Common Area. Pets may not be tethered or tied up in any part of the Common Area. No pet in the Common Area may be left unattended. Pets running loose will be immediately reported to the Murray City Animal Control.
- g. **Droppings**-An Owner who walks his pet must properly clean up his pet's droppings in all areas within the Complex and dispose of it in his own garbage can.

8. Building/Unit

- a. **Structural Integrity**-Nothing shall be done in any Unit or on the Common Areas which may impair the structural integrity of the building or which may structurally change the building: nor shall anything be altered or constructed on or removed from the Common Areas, except upon the prior written approval of the Management Committee.

b. Comcast/Satellite Dish Installation-The Unit Owner may choose for themselves which TV system they would like to use. Rules covering the installation of Comcast/satellite dish is attached in Exhibit G.

c. Screen/Storm Doors-Screen/Storm doors may be installed at the option and sole cost of the homeowner. Door colors must match the existing exterior color of exterior doors and windows in the Complex. Anyone who installs a screen/storm door over their existing exterior door accepts total responsibility for care and painting of the exterior door which it covers.

d. Window Replacement-All replacement windows and glass replacement within the project shall be substantially the same in size, design and quality of the original window that is being replaced. All window frames that are above ground must have an exterior color of brown to match existing window frames. Basement window frames that are below ground level may have an exterior color of brown, beige or white. Patio sliding door may be replaced with windows so long as no structural changes are made and the exterior is finished to match the existing exterior color. Complete replacement window installation must comply with Murray City building code. All window replacement shall be the responsibility of the homeowner.

e. Door Replacement-Exterior doors, patio doors, and garage doors may be replaced at the option, and sole cost of the homeowner and must be approved by the Brookstone Management Committee prior to any change. Front door must match the existing doors in the Complex as to color, style and must not have any window openings. Only steel and non-textured fiberglass doors will be approved. No wood or vinyl doors will be approved. Sidelights may be replaced so long as no structural changes are made and the new sidelight is placed within the same opening as presently exists. No changes will be allowed to the size of the sidelight. Patio doors may be replaced with full patio sliding door, French doors or standard doors with or without sidelights. The replacement patio door must be the same size as the existing patio door. The replacement must be made so as not to make any alterations to the structural integrity of the unit. The exterior color must match all other exterior door and window colors in the Complex. The only door allowed to have windows is the patio sliding door or any door that replaces the sliding door. Garage doors must be replaced with a garage door the same size, style and color to match all other garage doors in the Complex.

This policy pertains to windows and doors that are a part of the physical structure of each unit and does not pertain to patio gates. The HOA assumes no responsibility whatsoever to make any restitution to any current or future homeowner resulting from changes to any door, window or garage door in any unit.

f. Patio Covers- Patio covers shall be allowed subject to certain qualifications.

- 1) Any resident desiring to install a patio cover must have approval of the Brookstone Management Committee prior to installation. A drawing must be submitted with the request.
- 2) A license agreement must be signed, notarized and recorded after approval of the Brookstone Management Committee. The license agreement can be obtained at the office.
- 3) The patio cover may be attached to the existing structure component for support as long as there are sufficient additional pillars to help bare the weight of the patio cover.
- 4) If any rain gutters are removed from the existing structure the patio cover must be installed in such a manner that maintains the current drainage of rain water coming off the roof. Proper and adequate rain gutters and down spouts must be attached to the patio cover.

- 5) Once a patio cover has been installed it will be the unit owner's responsibility to maintain the gutters over the patio cover which includes cleaning out debris, painting and repair.
- 6) The homeowner will be responsible for any water leaks resulting from said installation and the Association will not be held liable for any structural damage resulting from attaching a patio cover to the existing structure.
- 7) The Association assumes no responsibility whatsoever to make any restitution to any current or future homeowner resulting from the installation, maintenance or removal of a patio cover in any unit.

g. Garbage/Trash-All Unit Owners are expected to pick up any litter they leave in the common area of the Complex. Every unit is provided a special area for trash containers. This area is for trash only. You are allowed (2) 33 gallon heavy-duty plastic bags of trash per pick-up. These bags must be properly tied and cannot be excessively heavy. If trash is not bagged and tied, it will not be picked up. Trash is picked up on Monday and Thursday from 8:00 a.m. to 5:00 p.m. An exception to this may be holidays but you will be notified in advance of any change. Visible garbage cans are prohibited. No garbage or trash shall be placed elsewhere on the common areas. Any violation will receive a warning/fine as outlined in Sec. D6 of these Rules and Regulations.

h. Rain Gutters-If you have added a patio cover and have modified the existing rain gutters in the patio area the rain gutters become the responsibility of the Unit Owner/tenant.

i. Heat Tape-Heat Tape may be installed and is the responsibility of the Unit Owner to maintain.

j. Skylight policy-Skylights shall be allowed, subject to all of the following conditions:

- 1) Any resident desiring to install a skylight must obtain approval of the Brookstone Management Committee prior to installation. An accurate photograph of the proposed skylights and a drawing showing the proposed location of the skylights must be submitted with the request.
- 2) After approval by the Brookstone Management Committee, a license agreement must be signed, notarized and recorded prior to installation of the skylights. A license agreement can be obtained at the office.
- 3) Once skylights have been installed, it will be the homeowner's sole responsibility to maintain them. Furthermore, the homeowner shall be solely responsible for any water leaks or other damage which may result from the installation and maintenance of the skylights, and shall hold the Association harmless from any and all such damage.
- 4) The Association assumes no responsibility whatsoever to make any restitution to any current or future homeowner resulting from the installation, maintenance or removal of any skylight in any unit.

9. Personal Property

a. Storage-No personal property shall be stored in or on the Common Areas without the prior written consent of the Management Committee. Storage in enclosed garages is not allowed and garage doors must remain closed except for entering and exiting. Storage of any item in the attic is prohibited.

- b. Property Left in Common Areas**-Personal property shall not be left unattended in the Common Areas including, but not limited to, the social center, parking areas, sidewalks, and lawns.
- c. Indemnity of the Association**-Should an employee of the Association or the Property Manager at the request of a Unit Owner, tenant, or guest, move, handle or store any privately owned property, such employee shall be deemed the agent of the Unit Owner. The Association shall not be liable for any loss, damage or expense that may be suffered or sustained in connection therewith.

10. Signs

- a.** The placement of any signs outside the Owner's Unit or in the windows of the Unit requires the prior written consent of the Management Committee except as noted below:
- b.** A "For Sale" sign is permitted but shall be no larger than 18" by 24". Only one (1) sign is permitted for a Unit and it shall be placed inside the window. No more than three (3) signs are allowed on the Common Areas during an "Open House" and shall be on weekends only.
- c.** Small, company provided "security" signs may be displayed on the inside of no more than two windows of a Unit.

11. Displays

- a.** No Unit Owner shall cause or permit anything to be hung, displayed or exposed on the exterior of his Unit or Common Areas appurtenant thereto, whether through or upon windows, doors masonry, or patios of his Unit. The prohibition herein includes without limitation are decorations, crafts, seasonal decorations, etc.; except those approved in writing by the Management Committee or as spelled out below:
- b.** The United States flag may be displayed by a Unit Owner at the front entrance to his Unit or on/within his assigned Limited Common Area and shall be attached to the Unit using a small bracket. The flag should be displayed properly following the protocol established by Congress. A temporary display of the flag on Common Areas, such as by the Boy Scouts on holidays, is permitted.
- c.** Christmas displays, including lights, are allowed provided they are limited and modest in scope. Displays shall be limited to the period from Thanksgiving through January.

12. Offensive Activities

- a.** No obnoxious or offensive activity, inclusive of commercial business enterprises, shall be permitted in any Unit or on the Common Areas. Nor

shall anything be done therein which may be or may become an annoyance or nuisance to the other Unit Owners or tenants.

- b. No Unit Owner or tenant shall make or permit any disturbing noises or permit anything to be done that will interfere with the rights, comforts or convenience of other Unit Owners. A Unit Owner or tenant shall keep the volume of any radio, television, stereo (musical reproduction equipment), or musical instrument within his Unit sufficiently reduced so as not to disturb other Unit Owners.
- c. Verbal or physical abuse of the office or grounds staff will not be tolerated. The Brookstone staff is instructed to maintain courteous and professional behavior at all times. The same is expected of Owners, their family members, tenants, and guests, and contractors. The Management Committee shall have the authority to issue a citation to Unit Owners, their family members, and tenants for violations involving repeated and excessive displays of verbal or physical abuse of the staff.
- d. Skateboarding and rollerblading within the Complex are prohibited.
- e. The use of fireworks within the Complex is prohibited. The high risk of fire and the potential for enormous property damage make this prohibition necessary.

13. Unlawful Use

- a. No Unit shall be used for any unlawful purpose and no Unit Owner shall do or permit any unlawful act in or upon his Unit.
- b. With regard to all of the restrictions/requirements listed above, violations are subject to the notice/fine schedule spelled out in Section D6.

14. Garage Sales and Estate Sales- Residents shall not conduct garage sales of any kind. Residents who are moving or the families of residents who have passed away, may conduct estate sales only if such sales comply with Exhibit K.

15. Solicitors-Solicitors are not permitted inside the Complex. Violations should be reported to the office and the sheriff summoned if necessary.

D. MANAGEMENT OF THE COMMUNITY

1. Records and Annual Audit-The CC&R's permit all Owners to review the books and records of the Association. Any Owner wishing to do so should submit a request, in writing, to the office secretary for an appointment.

2. Names and Addresses of Owners-The office maintains a list of all Owners/Tenants with their phone number and address.

3. Unit Registration Data Form-Each Unit Owner/Tenant will keep a current unit registration form on file in the office. See Exhibit H.

4. Complaints-Complaints regarding the management of the Complex or regarding actions of other Unit Owners shall be made in writing to the Management Committee

5. Maintenance Request Forms-Anyone needing repairs or maintenance (which is the responsibility of the HOA) should fill out a maintenance request form. These forms should be filled out by the Unit Owner or tenant and submitted to the office. See Exhibit I.

6. Violations-For each violation of the Rules and Regulations and the CC&R's, the Association may implement the following procedure regarding notification and the assessment of a fine.

a. First Offense-A written notice of the violation shall be sent as a warning to the Unit Owner or tenant. In the case of a parking violation, it shall be placed on the vehicle. The Unit Owner or tenant shall have forty-eight (48) hours to correct the violation.

If, after forty-eight (48) hours, the violation still exists or there are repeat violations, the Unit Owner/tenant will be assessed fines as set forth below.

b. Second Offense-\$50.00 fine. If the offense is a motor vehicle violation, the vehicle may be immediately towed at the Unit Owner's/Tenant's sole risk and expense.

c. Third and Subsequent Offenses-\$100.00 fine. Further repeated violation may result in legal action.

Each violation of the CC & R's and these Rules and Regulations may be fully satisfied by payment, in the sum indicated at the Brookstone Office at 1630 East 6480 South, Murray, Utah 84121.

If a Unit Owner or tenant disagrees with an alleged violation, he may notify the Management Committee in writing at 1630 East 6480 South, Murray, Utah 84121. He shall be given an opportunity to discuss the matter personally with the Management Committee.

If, in the judgment of the Management Committee, the offense is flagrant or recurring, the Management Committee may take other actions deemed necessary and permitted under the CC&R's and these Rules and Regulations, such as the placement of a lien against the Unit for non-payment of fines. In such cases, the formal procedures spell out in the Utah Code shall be followed concerning the right to a hearing, etc.

Brookstone Homeowners Association

Maintenance Responsibilities

Unit Owner

1. Interior of Unit including all appliances and the surfaces of all walls, ceilings, floors, doors, windows.
2. Furnace
3. Water heater
4. Air conditioner including exterior compressor and related hardware
5. Garage interior
6. Doors and door frames in exterior walls including locks, knobs, etc.
7. All garage doors, garage floor replacement and related hardware
8. Windows, window frames, and screens in exterior walls
9. Screen/Storm doors and related hardware
10. Doorbells
11. Fireplace and vent if installed
12. Outside light fixtures controlled by Owner
13. Phone lines inside Unit
14. TV cables serving Unit
15. Exhaust conduits, fans, and covers
16. Waterlines beyond main control valve for Unit
17. Plumbing fixtures including hose bib (exterior water facet) serving Unit's Limited Common Area
18. Sewer pipes and vents serving Unit and also common sewer line if negligence of Owner/tenant involved.
19. Water faucets
20. Electrical service panel and all electrical lines from service panel to outlets
21. Gas lines from control meter to Unit
22. Approved satellite dishes and related hardware
23. All plants, trees and shrubs planted within the patio
24. Interior pest control
25. Damage to his Unit or other Units caused by Owner negligence or accident
26. All approved modifications to interior or exterior of Unit
27. All items or furniture attached to the interior walls of the Unit

Brookstone Homeowners Association

Maintenance Responsibilities (cont.)

28. Intercoms
29. Smoke Alarms
30. Concrete work inside patio
31. Skylight replacement, repair, or any leakage.

Maintenance Responsibilities

Association

1. All Common Areas with the exception of items listed as the Owner's responsibility
2. Structural portions of Owners' buildings including foundations, walls, sheetrock, roofs, attics, crawl spaces, gutters and downspouts
3. Damage to the interior of an Owner's Unit caused by exterior sources
4. Patio gate and fence
5. Mailboxes
6. Doors and Door frames of garbage closets
7. Light fixtures, bulbs and outlets controlled by the Association
8. Attic Hatches
9. Attic Fans
10. Water lines to main control valve for Unit
11. Hose bibs located in Common Areas
12. All common sewer pipes except when negligence is involved
13. Electric lines to service panel serving Unit
14. Gas lines to the meter of a Unit
15. Exterior of all buildings including control of termites
16. Window wells including proper maintenance of landscaping, sprinklers, rain gutters, and debris removal to prevent flooding of Units
17. Painting of exterior appurtenances
18. Social Center
19. Swimming Pool
20. Tennis Courts
21. Concrete work in common areas
22. General care and replacement of landscaping in common areas

Brookstone Homeowners Association

INSURANCE COVERAGE RULES AND PROCEDURES

The purpose of this document is to:

1. Inform you regarding the change in Utah law affecting insurance coverage for Condominium Homeowners Associations as well as you as an Individual Unit Owner. This change took effect on February 24, 2012.
2. Notify you that should damage occur to your unit you are personally responsible to pay for any loss up to and or including the deductible amount on the Master Associations policy. The current deductible amount on the Association's policy is \$50,000.00 effective May 1, 2017.

1. Utah Law - Condominium and Community Association Revisions (SB167 - Insurance Sections)

- 1.1. Applies to all Master Association and unit owner policies. The law supersedes anything to the contrary included in the HOA CC&Rs.
 - 1.2. The Association's Master policy includes coverage for: "any fixtures, improvements, or betterments installed by a unit owner, floor coverings, cabinets, heating and plumbing fixtures, paint, wall coverings, windows, and any item permanently attached to a unit."
 - 1.3. For a covered cause of loss the Association's policy of property insurance shall provide primary coverage, the unit owner's insurance policy shall be primary for the portion of the loss attributable to the deductible on the Association's policy.
 - 1.4. If two or more owners suffer a loss in a single event they are each responsible for payment of a portion of the Association's deductible based on the percentage of the loss they each suffered.
 - 1.5. If an owner does not pay his/her share of the loss within 30 days after substantial completion, the Association may levy an assessment against the owner and place a lien on the unit if necessary (applies to loss less than HOA Master policy deductible).
 - 1.6. If the unit owner has no insurance for a covered cause of loss, he/she is personally responsible for the loss to the amount of the deductible.
2. As of May 1, 2017 Brookstone Homeowners Association has a property deductible of \$50,000.00 for each occurrence. You will be responsible for the \$50,000.00 deductible when a covered cause of loss affecting your unit occurs.

3. Personal Insurance:

3.1 Unit Owner should maintain personal insurance coverage. We recommend unit owners do a comprehensive review of your personal insurance with your own licensed insurance advisor.

Brookstone Homeowners Association

SOCIAL CENTER

The Social Center and its facilities are for the use of Brookstone residents and their invited guests. The Center features a lounge area with fireplace, an adjoining multi-purpose room, kitchen, two swimming pool dressing rooms and bathrooms, a hot tub, and an exercise room. The Brookstone Office is also located here. The following rules for the use of the Social Center will help all to enjoy it more fully.

HOURS: The Social Center is open for use from 8 am to 10 pm Sunday through Thursday, and from 8:00 a.m. to midnight Friday and Saturday.

PRIVATE PARTIES: The top floor of the Social Center is available for residents to hold private functions and may be reserved in advance. A use fee will be charged for any function which is not open to all Brookstone residents. Residents should contact the office for current use fees and to obtain a Social Center Reservation Request form. The Social Center cannot be reserved until the Social Center Reservation Request form has been completed and the applicable use fee and cleaning deposit have been paid. As per the fire code, no more than 85 people can be in the Social Center at any one time. When you rent the Social Center you do not rent the Brookstone pool.

WEDDINGS: The Social Center cannot be used in connection with weddings, either as a reception or for the wedding itself.

KITCHEN: Kitchen facilities consist of an electric range, refrigerator, microwave and sink. No dishwasher or dishes. Please leave the kitchen neat and clean with garbage removed.

SMOKING/ALCOHOL: Smoking is prohibited in the Social Center. The responsible consumption of alcohol is permitted. Brookstone residents are responsible and liable for any damage caused by themselves or guests through the consumption of alcohol.

ATTIRE: Swim suits or athletic attire shall not be worn in the Social Center except on the lower level where dressing rooms and SPA are located.

CHILDREN: Children under the age of 18 must have responsible residential supervision when using the Social Center and facilities.

DAMAGE: Equipment and furnishings in the Social Center are expensive to replace. Users of the Center personally assume liability for any damage done by themselves, their family or guests. All furnishings are to remain in the Center.

PETS: The Social Center is strictly "out of bounds" for all pets. Please do not bring animals into the Center or swimming pool area.

SECURITY: Each resident has been issued a tag that allows access into the Social Center. This tag also opens the swimming pool, hot tub and tennis courts. Please be sure to close and lock all doors. **DO NOT LOAN YOUR TAG TO OTHERS.** A fee of \$20 will be charged for a key replacement!!

Brookstone Homeowners Association
Social Center (Cont.)

CANCELLATION POLICY: For July 4 and the four days immediately preceding and follow, July 24 and the four days immediately preceding the following, the weekend immediately preceding Thanksgiving Day and through the weekend immediately following New Year's Day, cancellation of a reservation must occur thirty days prior to such day or the use fee which accompanies the Reservation Form will be forfeited. For all other reservations, cancellation must occur five or more days prior to the reserved date.

ADVANCE RESERVATION POLICY: No reservations shall be accepted for July 4th, July 24th, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day until **(six months)** prior to each date. Residents must express their interest in these dates with the Office, in writing, prior to six months to be considered for usage. If no requests have been made prior to six months in advance, the first request for usage shall be granted. If more than one request is received for any date, first priority will be given to the resident who did not use the Clubhouse the previous year for that date. If only one request is registered other than the person using the Clubhouse the previous year, the person who did not use the Clubhouse the previous year shall be granted the right of usage. If more than one request is registered, other than the resident who used the facility the past year, names will be drawn. If the person who used the facility the past year has requested the Clubhouse, their name will not be included in the drawing for that year but will be eligible to be included for the next year. For subsequent years, those who requested the use of the Clubhouse in past years will receive one extra name in the drawing for each year they have requested usage but have not been drawn. A resident who had use of the Clubhouse and has been out of the drawing for one year may re-enter the drawing but will not receive extra names.

DEPOSIT: By renting the Social Center you agree to follow all the rules of the rental agreement. If you or your guests do not follow the rules of Brookstone Homeowners Association you will forfeit your deposit.

Brookstone Homeowners Association
DAILY POOL SCHEDULE AND RULES

Open Seven Days a Week

8:00 a.m. to 9:00 a.m. and 10:00 a.m. to 11:00 a.m. ~ ~ Resident Lap Swimming

9:00 a.m. to 10:00 a.m. ~ ~ Exercise Class

Tuesday and Thursday 8:00 p.m. to 10:00 p.m. ~ ~ Residents Only

11:00 a.m. to 10:00 p.m. ~ ~ Open Pool (Except for Tuesday and Thursday Evenings)

“THIS IS NOT A PUBLIC POOL”

POOL SUBJECT TO BOARD OF HEALTH RULES

1. Common sense should prevail at all times. Brookstone residents have priority at all times when the pool is in use. Selfish action will not be acceptable.
2. Everyone using the pool must register when entering the pool area. NO more than 10 guests per unit allowed. The pool gate is to be locked at all times and pool keys should not be loaned to non-residents at any time. This could result in loss of pool privileges.
3. There is no life guard on duty. You swim at your own risk.
4. Swim diapers must be used on young diapered children or children not potty trained.
5. The State and Salt Lake County Board of Health Rules state:
 - No food, drink, tobacco, alcohol, or glass containers are to be allowed within the immediate pool area.
 - The upstairs deck outside the social center or the picnic area outside the pool area are available for these activities.
 - Violation of this rule is cause for the Board of Health to close the pool.
 - Brookstone residents and guests must abide by these rules.
 - The Pool and deck area is limited to 45 people at any time. When the pool is overcrowded, residents have preference and guests may be asked to leave.
6. Pool furniture shall not be taken into the picnic areas.
7. Those using the pool must be clean before entering. Showers and restrooms are available. Swim suits must be worn when using the pool. Absolutely no cut-offs.
8. Large floating chairs, mattresses, water guns, and children’s toys, etc. are not allowed in the pool. Profanity is unacceptable. Please respect those around you.
9. All guests and residents under 18 years of age must be accompanied by an adult resident 18 years or older.
10. Brookstone employees and residents will check periodically for rule compliance as well as safety conditions.
11. Absolutely no pets are allowed in the pool area.
12. Church groups, scout groups, family reunions or birthday parties will not be allowed to use the pool. The pool cannot be rented for private parties.
13. Radios are allowed with personal ear phones only.
14. Tuesday and Thursday nights from 8:00 p.m. to 10:00 p.m. is reserved for quiet time and leisure swimming for residents only.

HOT TUB

All above rules pertain to the hot tub.

1. The Board of Health has ruled that only 4 adults at a time can use the Hot Tub and you must shower before entering.
2. As mandated by the Board of Health no children under the age of five are allowed in the Hot Tub. No Exceptions!
3. No one under the age of 18 is allowed in the Hot Tub unless supervised by one responsible adult 18 years or older.

As stated above, these rules have been instituted to enhance the safety of the residents in the pool area.

Misuse or disregard for these rules and regulations could result in pool closure.

This is a Brookstone resident pool.....use with common sense.

These rules are subject to change by the Brookstone Management Committee.

Brookstone Homeowners Association

TENNIS COURTS

Brookstone has two lighted tennis courts. The tennis courts are not to be used for any activity except tennis. Posted etiquette and court rules should be observed. To help control the use of the courts, the gates will be locked at all times. Each resident tag will unlock the south gate. Please leave the court clean and orderly.

HOURS: The tennis courts are open daily from 6:00 a.m. to 10:00 p.m. Lights **MUST BE TURNED OFF BY THE USER** when leaving the court and **NO LATER THAN 10:00 p.m.** Play is limited to 1½ hours if others are waiting.

RESERVATIONS: Reservations are required for the use of courts. Please use the reservation board inside the south entrance. Reservations cannot be made more than 24 hours in advance. **PLEASE SCHEDULE WITHIN THE PRESCRIBED TIME BLOCKS LISTED ON THE SIGN-UP BOARD.**

ATTIRE: Proper attire is expected. Shoes should be designated for tennis and should not leave marks or mar the courts. Wear white-soled shoes **only**. Shirts should be worn at all times.

FOOD: No food or drink (except for water) on courts.

CHILDREN: While children are encouraged to learn and improve their game, caution should be exercised by parents to ensure proper behavior. Children under 12 must be accompanied by an adult resident when using courts.

OTHER RULES:

1. No skateboards, bikes, roller blades or playing tennis without tennis shoes, (or anything else that would mar the courts).
2. Pets are not allowed on the tennis courts.
3. Residents are responsible and **MUST ACCOMPANY THEIR GUESTS** to ensure that tennis court rules are observed and followed at all times.
4. Please keep the gates locked when entering or exiting the tennis court area.
5. Church groups, scout groups, family reunions or birthday parties will not be allowed to use the tennis courts. The tennis courts cannot be rented for private parties.

BROOKSTONE HOMEOWNERS ASSOCIATION
RULES AND REGULATIONS
Unit Rental/Lease Policy
October 2010

1. **TENANTS** (Non-Owner Occupants, Renters, Lessees, Others)-A Unit Owner has the right to lease (rent) his Unit, however, the following applies:
 - A. **DEFINITION**-A tenant shall be anyone who resides in a Unit when the Owner does not, whether or not he pays rent and regardless of his relationship to the Owner.
 - B. **LIMIT**-A maximum of ten percent (10%) or twenty two (22) Units may be leased at any given time. If an Owner wishes to lease his Unit to others, he must first contact the office in writing. Once the limit of 22 units has been reached, a waiting list will be maintained by the office secretary and the Owner will be notified on a first-come/first-served basis of his authorization to lease his Unit. The Board will consider any owner's urgent or needful request to expand beyond 22 units if deemed necessary.
 - C. **MANAGEMENT COMMITTEE AS ATTORNEY-IN-FACT**-The Management Committee, on behalf of the Association, has the authority to act as an Attorney-in-Fact subject to no less than all of the following conditions:
 - 1) The Tenant being in violation of any CC&R's, Rules or Regulations, and the tenant failing to cure that violation or correct the violation or default after a second notice shall be given a 10 day eviction notice.
 - 2) The Unit Owner shall be notified in writing with confirmation of receipt of the tenant's alleged violation and failure to cure the same and the Unit Owner failing to have the tenant cure the default after the second written notice shall be held liable for said infractions.
 - 3) After (10) days following the second notice to the Unit Owner, if the Unit Owner has not commenced legal proceedings to evict the tenant to regain possession of the Unit, or taken formal action to correct the offensive conduct, the Management Committee shall enforce the Attorney-in-Fact provision and proceed with legal action toward the tenant and/or Unit Owner if necessary.
 - D. **LEASE AGREEMENT**-Whenever tenants occupy a Unit, there shall be a formal rental or lease agreement. Each rental or lease agreement shall be in writing and include the following:
 - 1) Incorporation of these rules and regulation by reference.
 - 2) That the lessee shall obey and abide by the CC&R's, Rules and Regulations of the Association at all times.

Brookstone Homeowners Association
Unit Rental/Lease Policy (Cont.)

- 3) That, in the event a tenant has violated any CC&R, Rule or Regulation, subject to all the conditions listed in Section 1C above the Management Committee, on behalf of the Association, has the authority to act as Attorney-in-Fact to undertake whatever action is required to terminate the offensive conduct/violation, including the following:
 - a) To verify that any infraction has occurred, the Management Committee may enter such Unit upon prior notification to unit owner or with a legal warrant to verify the validity of said infraction.
 - b) To restore possession of the Unit on behalf of the Owner and to enter such Unit and demand possession of the same.
 - c) To institute in a Unit Owner's name such actions and proceedings as shall be deemed necessary and proper for the recovery of the possession of such Unit, to require the tenant to abide by all CC&R's, Rules and Regulations and to recover any and all damages which the Management Committee may consider that it or the Unit Owner is entitled to recover.
 - d) To employ legal counsel to prosecute or assist in prosecuting any such actions and proceedings.
 - e) To compromise, settle, or adjust any actions, proceedings, or other controversies in such manner and on such terms as the Management Committee may deem in its sole judgment to be best.
 - 4) A copy of every lease agreement shall be submitted to the office within 10 days prior to execution. Information of a sensitive matter (SSN's, lease amounts, etc) may be blocked out.
- E. PAYMENT OF ATTORNEY FEES**-In the event the Committee must undertake legal proceedings to evict a tenant, regain possession of the premise, or enjoin the tenant's behaviors, for the failure of the Unit Owners responsibility and obligation for the before mentioned, the Unit Owner agrees to pay or reimburse the Association for all attorney's fees and court costs incurred as a result.
- F. UTAH LAW**-All evictions and eviction procedures shall be done in accordance with applicable Utah Law.
- 2. OWNER'S USE OF UNITS**
- A. Each of the Units in the complex is intended to be used for single family residential housing and is restricted to such use.
 - B. The following pertains to the leasing of Units to other individuals.

Brookstone Homeowners Association
Unit Rental/Lease Policy (Cont.)

- 1) No Unit may be leased/rented to another individual(s) unless the Unit Owner has personally occupied (lived in) the Unit for a period of and not less than one (1) year.
- 2) No Unit may be used or leased for transient or hotel-type purposes or to any persons with a criminal background.
- 3) No less than the entire Unit may be leased. No subdivision of the Unit is permitted.
- 4) Whenever a Unit Owner does not reside in the Unit and the Unit is made available to others, a formal lease in writing is required regardless of whether there is remuneration for the use of the Unit. This does not apply to a direct family member i.e.; children or siblings as long as the lessee understands the provision of this policy and indicates such by signing a policy notification letter. A copy of the current lease or policy notification letter shall be provided to the office within the (10) days of execution.
- 5) The lease shall cover a period of time of not less than one (1) year.
- 6) The lease shall clearly state that the tenants are subject to and must abide by all the CC&R's, Rules and Regulations of the Association and that the failure to comply with the requirements of any sort shall mean that the lessee is in default of the lease.
- 7) The lease shall clearly state that the Management Committee, acting on behalf of the Association, has the authority to act as Attorney-in-Fact for the Unit owner to ensure proper enforcement of the CC&R's Regulations and Policies of the Association. The procedures by which the Unit Owner and Tenant shall be informed of significant and repetitive violations and/or failure to pay fines and what actions may be taken by the Management Committee as the unit owner's Attorney-in-Fact shall be spelled out in the Rules and Regulations.
- 8) A Unit may be leased only to a single family. No lease shall be entered into to any individual (s) under the age of 21 unless they are legally married or related to the unit owner by blood, marriage or legal adoption.
- 9) Should a lessee be a single person, it shall be permitted that no more than **ONE** other person, unless they are children, or siblings, may share the lease or occupy the Unit along with the lessee.
- 10) A maximum of 10% or twenty two (22) of the two hundred and twenty (220) Units in the complex may be leased by Owners to other individuals at any given time. (See1B.)

Brookstone Homeowners Association
Unit Rental/Lease Policy (Cont.)

- 11) Any exception to the above stated requirements concerning leasing of Units shall require a prior written approval of the Management Committee.
- 12) The Management Committee “upon their discretion” may have the authority to demand future lease payments directly from the tenant if the Owner of the Unit who is leasing the Unit fails to pay any assessment for sixty (60) days or more.
- 13) The Management Committee retains the right and the discretion to require a criminal background check on any renter. If a renter is found to have a criminal history the owner will be notified that the lease agreement is null and void and must take action to vacate the unit within thirty (30) days.

**Brookstone Homeowners' Association
COMCAST/SATELLITE DISH POLICY**

To: Brookstone Resident:

Brookstone homeowners may choose for themselves which TV service they prefer. The purpose of this document is to notify homeowners of their obligations and certain restrictions on installation once that decision has been made and to ensure that they are adhered to.

PRIOR TO INSTALLATION:

1. Homeowner must secure written approval by the supervisor of Brookstone's maintenance department (see signature line below) of installation of the TV service PRIOR TO INSTALLATION.
2. It is the homeowner's SOLE RESPONSIBILITY to make arrangements for installation with the company providing the TV service and to notify said company of the restrictions contained in this document.
3. If the company providing the service requires access to a neighbor's building, it is the homeowner's SOLE RESPONSIBILITY to secure the neighbor's agreement to allow access by the company.
4. Any homeowner planning on installing a dish must, PRIOR TO INSTALLATION, provide the supervisor of Brookstone's maintenance department a sketch and description of the proposed dish placement.

DURING INSTALLATION:

1. The installation company will be responsible for costs of repair in the event any of its employees cause damage to any building during installation and shall hold Brookstone harmless from any claims arising from injury to its employees during installation.
2. In the case of Comcast, no wiring can be exposed outside the building absent approval of the Homeowners' Association. In the case of Dish or Direct TV, wiring cannot be placed in rain gutters, shingles, vents, fascia, or on the roofs, but may be installed on soffits and chimneys, and all exposed wires must be painted to match the building color.
3. With respect to the installation of Dish or Direct TV the maximum allowed diameter of a dish is one meter. The dish must be in an area least exposed to other residents but still functional. A dish may be installed in a patio area on a tripod, pole mounting, or on the wall.

POST INSTALLATION:

1. In the event any TV installation does not comply with the restrictions contained herein, the homeowner will take whatever action is necessary to bring the installation into compliance and will pay all costs associated therewith.
2. Any leaks or other problems caused by dish or cable installation shall be the SOLE RESPONSIBILITY of the homeowner.
3. When TV service is discontinued, the homeowner must remove all hardware and wiring and repair any holes to original condition.
4. If dish TV becomes obsolete or is discontinued, the homeowner will be responsible for the removal of the dish and any accompanying wiring and hardware.

Note: Contact the office at (801) 272-9601 for assistance on dish installations.

Plans approved by:

Supervisor

Date

Installation approved by:

Supervisor

Date

**BROOKSTONE HOMEOWNER'S ASSOCIATION
UNIT REGISTRATION DATA FORM (URD)**

(PLEASE PRINT CLEARLY)

Unit # _____

Names of all Occupants _____

Address _____ Email _____

Phone Numbers _____

VEHICLES

<u>MAKE</u>	<u>YEAR</u>	<u>COLOR</u>	<u>LICENSE NO.</u>	<u>STATE</u>	<u>HOA DECAL NO.</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

OTHER VEHICLES (R.V., Camper, Boat, Large Truck, Utility Trailer, etc.)

<u>TYPE</u>	<u>KIND</u>	<u>COLOR</u>	<u>LICENSE NO.</u>	<u>STATE</u>	<u>HOA DECAL NO.</u>
_____	_____	_____	_____	_____	_____

PETS (Description, type, kind, color, tag/license no.)

1. _____ 2. _____

OTHER DATA

Social Center/Pool Gate/Tennis Court Key Date Issued _____ Yes _____ No _____

Unit's "Interior Coverage" Insurance Company _____

First Mortgage Holder (Name and Address) _____

Rules and Regulations Received Date _____ Signature _____

INFORMATION WILL REMAIN CONFIDENTIAL * NEEDED BY MANAGEMENT AND REQUIRED BY BROOKSTONE CC & R's**

Brookstone Homeowners Association

Condominium Maintenance Request

Emergency

Resident _____ Date _____
Condominium Unit _____
Home Phone _____
Office Phone _____
Maintenance Needed (number multiple request)

Date Completed _____ Completed by _____
Comments _____

Brookstone

Condominium Maintenance Request

Emergency

Resident _____ Date _____
Condominium Unit _____
Home Phone _____
Office Phone _____
Maintenance Needed (number multiple request)

Date Completed _____ Completed by _____
Comments _____

Brookstone

Brookstone Homeowners Association

RECREATIONAL VEHICLE STORAGE AREA

1. Fees will be established by the Brookstone Management Committee. The monthly fee will be determined by location and width of each parking stall. The fees are as follows:

Stalls #32, #33, #34	\$36.00
Stalls #5, #6, #7, #8, #9, #10, #11, #12, #13, #14, #15 #28	\$37.00
Stalls #30, #31	\$38.00
Stalls #18, #19, #20, #21, #22, #23, #24, #25, #26, #27	\$40.00
Stalls #1, #2, #3, #4,	\$46.00

2. A late fee of ten (\$10.00) dollars will be charged for payments not received by the 10th of the month.
3. All spaces will be leased on a month-to-month basis, to be paid in advance and will terminate at any change of the vehicle.
4. The R.V. parking area is for recreational vehicles, campers, boats, utility trailers and vehicles under 1-Ton. The vehicle must be registered and licensed in the name of the Brookstone homeowner, must be maintained in proper operating condition, and movable at all times.
5. Each leaser is responsible to keep their stall clean and free of debris.
6. Electrical connections are provided for recharging batteries (48 hours maximum use) and are not meant to be for continued hookup. The Management staff will disconnect violators. Repeat violators will be fined and their lease will be terminated.
7. A key to the gate will be issued to each leaser for a \$10.00 key deposit. Upon termination of the lease, the key must be returned to the Brookstone Homeowners' Association Office. RENT WILL BE CHARGED until the vehicle is moved and the key has been returned.
8. The leaser accepts all liability for the vehicle. It is wise for the owner to insure the property against theft, vandalism, and the standard hazards. Brookstone does not guarantee the security and safety of the storage area.
9. Storage of explosives, liquids, or other hazardous items in the area is prohibited.
10. Storage is limited to inside the lines marked for each stall.
11. Brookstone Management reserves the right to assign, change, or cancel the lease with a 30-day notice.

**Brookstone Homeowners Association
Estate Sales****Estate Sale Policy**

Residents shall not conduct garage sales of any kind. Residents who are moving or the families of residents who have passed away may conduct estate sales only if such sales comply with the following rules:

- a. The resident shall complete an Estate Sale Registration Form and file it with the office. The form shall be accompanied by a \$750 check to cover damage to Brookstone or residents property during the sale and any violation to the rules. If any rules or policies are violated the entire deposit will be forfeited. If all rules and policies are complied with Brookstone will return \$500.00 of the deposit.
- b. The total number of days that any resident may conduct an estate sale shall not exceed three, no more than one of which shall be a weekend day. No more than ten non-resident vehicles shall be allowed onto Brookstone property at any one time.
- c. At least one family member or family representative shall be in attendance at all times during the sale and shall be registered with the office prior to the sale.
- d. If a third party is hired by the resident to conduct the sale, the third party agent shall complete a form and file it with the office which will contain a statement that no goods of any kind shall be brought onto Brookstone property for sale. Only the property of the resident shall be sold.
- e. The resident shall pay for an approved security service, whose responsibility it shall be to insure that no more than the allotted number of non-resident vehicles are on Brookstone property at one time.
- f. The Unit Owner requesting an estate sale, is responsible for those persons who come to the sale and are responsible for any damage caused to Brookstone property during the estate sale.
- g. The Unit Owner releases Brookstone Homeowner's Association and Management Committee from any and all liability, loss or damage that they or those persons attending the estate sale may suffer as a result of claims, demands, costs or judgments arising out of or caused by the estate sale and waive any and all claims against The Homeowners and /or the Management Committee.
- h. The Unit Owner agrees to comply with all applicable state, local and federal laws and with the policies and regulations of the Brookstone Homeowners' Association pertaining to the estate sale.
- i. The Unit Owner agrees that the premises will not be used for any unlawful purpose or subject Brookstone to any use that would raise or violate any insurance coverage maintained by the Association. In addition to any other remedy provided to the Association, the Unit Owner agrees to pay any deductible for an insurance claim made by the Association which is directly attributable to activities associated with the estate sale.
- j. The Unit Owner agrees to indemnify and to hold the Brookstone Homeowners' Association and Management Committee harmless from any and all liability, losses or damages they may suffer as a result of claims, demands, costs, or judgments against them arising out of or caused by the estate sale; and further agrees to and shall pay on their behalf all sums which they shall become legally obligated to pay as damages, including but not limited to, the cost to hire competent legal counsel, pay court costs, and defend any suit against Brookstone Homeowners Association or Management Committee.