



**SEASONS AT SANDPOINT ASSOCIATION INC.**

**RULES AND REGULATIONS**

**(AS OF 2018)**

The Board of Directors publishes the Rules and Regulations set forth below for information and guidance of all Unit Owners, tenants and guests. The Board of Directors reserves the right to change, revoke, revise, or add to the existing Rules and Regulations pursuant to Section 22 of the Declaration. In the case of any inconsistencies between the terms of the Declaration of Condominium for Seasons at Sandpoint and these Rules and Regulations, the terms of the more restrictive provisions shall control, unless such terms of these rules and regulations are prohibited by the Declaration of Condominium and, in that event, the terms of the Declaration of Condominium shall control.

Cooperation in observing the rules listed below will ensure that the condominium community continues to be a pleasant and attractive place in which to live.

Copies of the Rules and Regulations are available on the Owners Website or upon request to the General Manager.

**1. ENFORCEMENT OF THE RULES**

- a. All Rules and Regulations will be strictly enforced. Pursuant to Section 25 of the Declaration, fines will be levied against Unit Owners who violate these Rules. Pursuant to Section 5 of the Declaration, if a Unit Owner fails to abide by these Rules and Regulations, the Unit Owners license to use the recreational or common facilities shall terminate and the Unit Owner shall be prohibited from using the recreational or common facilities. Unit Owners are responsible for the actions of their guests and tenants and will be liable for fines and damages resulting from the behavior of guests and tenants.
- b. Notification of non-compliance process:
  1. The General Manager of the Association, on behalf of the Board of Directors, will notify the Unit Owner via email or telephone to discuss the non-compliance issue.
  2. If the non-compliance is not rectified within the defined timeframe, the General Manager will send written notice to the Unit Owner via registered mail requesting the non-compliance to be rectified within a reasonable timeframe.
  3. If the violation continues and is not rectified within the timeframe communicated in step 2, the Board of Directors may levy a fine against a Condominium Unit or Condominium Lot not to exceed one hundred dollars (\$100.00) per violation. However, a fine may be levied on the basis of each day of continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed one thousand dollars (\$1,000.00).

- c. All Unit Owners, tenants and guests who violate these Rules and Regulations shall be responsible for all costs incurred by the Association, including court costs and reasonable attorney fees, in the process of rectifying the non-compliance. These costs shall also include the removal of all articles, vehicles, and substances from the Condominium Property, which were placed thereon in violation of these rules. Unit Owners are ultimately responsible for any and all costs incurred as a result of their guests or tenants' actions.
- d. The General Manager and the employees have the responsibility and authority to enforce these Rules and Regulations on behalf of the Association. Disputes shall be brought to the attention of the General Manager, who is a representative of the Managing Agent. Except in cases of clearly improper enforcement, discrimination or misinterpretation of the Rules and Regulations, the Board of Directors will support the decisions of the General Manager and the employees with respect to the enforcement of these Rules and Regulations.
- e. Complaints regarding the enforcement of the Rules and Regulations shall be made in writing to the Board of Directors of the Association within five (5) days of the incident.

## **2. EMPLOYEES**

- a. Employees of the Managing Agent are there to serve the needs of the Condominium Property, Unit Owners and those residing at the Condominium Property as Unit Owners, guests or tenants, consistent with the scope of their employment by the Association. Employees shall not be asked to act as or be employed as personal assistants or handymen, package delivery personnel, event planners, movers, runners, housekeepers or the like to individual Unit Owners, guests or tenants.
- b. Employees shall not be sent off the Condominium Property by any Unit Owner, tenant or guest at any time for any purpose, nor shall any such person direct, supervise, or in any manner attempt to assert any control over the employees.
- c. Employees shall not enter any Condominium Unit when a Unit Owner, tenant or guest is not in residence, except under emergency circumstances or unless authorized by Unit Owner.
- d. Employees shall be treated in a manner that is polite and respectful. Speaking or acting in a rude or degrading manner to the managing agent's staff is unacceptable. Complaints about the employees shall be made directly to the General Manager and/ or Managing Agent.

## **3. HOA OPERATIONS**

- a. Complaints regarding the maintenance and operation of the Condominium Property shall be made in writing to the General Manager, Managing Agent or the Board of Directors of the Association.
- b. All meeting notices will be mailed to Unit Owners in accordance with the HOA documents. Each Unit Owner requesting to speak or comment on any specific item listed in the agenda for any meeting of the Association shall submit, in writing, to the Board of Directors, at least twenty-four (24) hours prior to the opening of the meeting, the statement or comment he/she desires to make at the meeting. Should the Board of Directors permit open discussion, then each Unit Owner shall sign in at the beginning of the meeting and indicate which topic he or she would like to discuss. In all cases, the speaker will be allowed a maximum of three (3) minutes for his/her comments.
- c. Any request for condominium records must be in writing, with the agreement that the requestor will pay twenty-five cents (\$.25) per page, plus postage.

- d. Eligibility for service on the Board of Directors is restricted to members of the Association only (except for Developer Representatives during the period when the Developer is in control of the Association unless determined otherwise by the Board of Directors. During this time, it is allowed to have one member of the Association serve as a Director.).
- e. Each Unit Owner shall provide to the Association keys to the Unit Owner's Unit, and Storage Area, if any, to allow the Association to perform any and all obligations required of it under the Declaration of Condominium.

#### **4. LEASING OF CONDOMINIUM UNITS**

- a. All leases, rentals or occupancy agreements (including subleases, assignments and renewals of leases) shall be in writing, and shall provide (or be automatically deemed to provide, absent an express statement) that the Association shall have the right to terminate the lease or occupancy upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws, applicable Rules and Regulations, Tenant and Guest Rules and Regulations or other applicable provisions of any agreement, document or instrument governing the Condominium.
- b. Only entire Condominium Units may be leased or rented, and no Unit Owner may lease or rent or permit the lease or rental of less than the entire Condominium Unit at any one time. No individual rooms of Condominium Units may be rented. No Condominium Unit can be leased for less than one (1) night.
- c. Regardless of whether or not expressed in any lease, the Unit Owner shall be jointly and severally liable to the Association for the acts and omissions of his or her tenant(s) or occupants which constitute a violation of, or non-compliance with, the provisions of this Declaration and of any and all Rules and Regulations of the Association. Accordingly, Tenants must be furnished a copy of the Tenant and Guest Rules and Regulations. All Unit Owners must instruct their guests and Tenants to obey all Rules and Regulations of Seasons at Sandpoint Association. Because Unit Owners who rent or lease their Condominium Unit are responsible for the conduct of their tenants; the General Manager will be contacting the Unit Owner when communication or action regarding an infraction of the Rules and Regulations is necessary.
- d. Any Unit Owner desiring to lease or sell his/her Condominium Unit must comply, either directly or through their rental management company, with the Association's rental requirements. These requirements are: (1) inform the General Manager of the name and contact information of the rental management company or advise that if renting the Condominium Unit "By-Owner"; (2) submit a completed Rental Data Sheet for each lease, whether short or long term, at least twenty-four (24) hours prior to arrival of the tenant. These forms are available from Owner Services and on the Owner's Website; (3) ensure that you or your rental manager has provided the tenant with a copy of these Rules and Regulations and that the tenant agrees to adhere to them by executing Seasons' Tenant Acknowledgement form; and (4) for leases exceeding thirty (30) days, produce a copy of the tenant's government issued ID (driver's license or passport). The Rental Data Sheet is required so that the employees are aware of who will be on-site as a tenant and on what dates.
- e. The Association has the authority to terminate a rental lease and occupancy by a tenant upon default by the tenant in observing any of the provisions of the Declaration, the Articles of Incorporation and By-Laws, applicable Rules and Regulations, Tenant and Guest Rules and Regulations or other applicable provisions of any agreement, document or instrument governing the Condominium.

## 5. COMMUNITY GUEST SERVICE FEE

The Association will charge a Community Guest Service Fee (“Fee”) to all rental guests residing within the Community. An orientation process will be administered to guests and the additional employee expense associated with fulfilling this responsibility will be offset by such Fee. In addition, the Fee may be used to offset Association’s supplies, repairs and maintenance caused by rental guest usage.

The Fee will be charged to all short-term rental guests residing thirty (30) days or less and is not optional. Unit Owners, who allow friends and family members to reside in their Condominium Units without paying rental or use fees, will be exempt from the Fee.

a. Expense Offset:

1. On site employees providing orientation.
2. Distribution and printing expense of copies of the Association’s Rules and Regulations.
3. Distribution of wristbands (during the summer season).
4. Review of all Common Areas including parking spaces and distribute parking passes.
5. Provide information regarding boat slips (if applicable).
6. Offset expenses of repairs, maintenance, and contribution to the long-term reserves for the Common Areas.
7. Offset expenses incurred with the collection of payments.

b. Fee Administration:

1. Fee is twenty-five dollars (\$25.00) per night for reservations confirmed by on-site Managing Agent and thirty dollars (\$30.00) per night for reservations confirmed by either offsite third-party rental agencies or Unit Owners who rent Condominium Units directly without any agency.
2. Fee will be collected during the Association’s published hours of operations. This will take place prior to conducting orientation and issuing wristbands and parking passes.
3. The Fee, established by the Board of Directors, is intended to be reasonable and consistent with other comparable communities. Its primary intent is that it be utilized as an offset to the costs associated with rentals and is not to be interpreted as incremental revenue to the Association.
4. The Fee will be paid by either credit card or check.
5. Fees will be deposited into the Association’s bank account and will be used to offset operational expenses. At the end of each fiscal year, surplus of Fees may be deposited into the Association’s Reserve Account.
6. Fee will be determined by the Board of Directors and will be established in advance for the subsequent fiscal year.
7. Any Unit Owners who attempts to avoid this Fee by whatever means will be subject to penalties at the discretion of the Board of Directors.

## **6. OCCUPANCY RESTRICTIONS**

- a. Leased Condominium Units must adhere to the following occupancy restrictions: (1) no more than 4 persons may reside in a leased one-bedroom Condominium Unit at any given time; (2) no more than six (6) persons may reside in a leased two-bedroom Condominium Unit at any given time; (3) no more than eight (8) persons may reside in a leased three-bedroom Condominium Unit at any given time; (4) no more than ten (10) persons may reside in a leased four-bedroom Condominium Unit at any given time; (5) no more than twelve (12) persons may reside in a leased five-bedroom Condominium Unit at any given time.
- b. Unit Owner occupied Condominium Units must adhere to the following restrictions: (1) no more than four (4) persons may continuously reside in a one-bedroom Condominium Unit; (2) no more than six (6) persons may continuously reside in a two-bedroom Condominium Unit; (3) no more than eight (8) persons may continuously reside in a three-bedroom Condominium Unit; (4) no more than ten (10) persons may continuously reside in a four-bedroom Condominium Unit; (5) no more than twelve (12) persons may reside in a leased five-bedroom Condominium Unit at any given time.
- c. These restrictions do not apply to short term temporary visitors of Unit Owner occupied Units.

## **7. GUEST USAGE OF COMMON AREAS**

- a. A maximum of four (4) guests per Unit shall be permitted to accompany the Unit Owner or tenant to use the Common Areas at any given time. If a Unit Owner or tenant wants to have more than four (4) guests, Association approval is required by notifying the General Manager in writing at least seventy-two (72) hours in advance of intended use. During high usage dates (high season (July, August and the last two weeks of December), holidays, special events), exceptions to this rule will be rare. Guests must be in the company of the Unit Owner or tenant when using Common Area facilities.
- b. This restriction on guests does not apply to parties hosted in a Common Area in accordance with these Rules, nor does it apply to Unit Owners or tenants hosting gatherings within their Unit so long as those parties do not involve a violation of another Rule or violate fire code occupancy restrictions.
- c. The Association has the authority to institute a Guest Identification System, such as a guest bracelet or card, and all guests will be required to conform to the requirements of such a system or will be removed from the premises until the required identification evidencing the right to be on the premises can be produced.

## **8. DAY USE**

- a. When a Unit Owner is not in residence because his or her Unit is occupied by guests or tenants, limited day use of the Common Area and amenities by said Unit Owner and any additional guests is available on a pre-reserved basis only. If a Unit Owner wants to utilize the Common Area, Association approval is required by notifying the General Manager in writing at least seventy-two (72) hours in advance of intended use. During high usage dates (high season July, August and the last two weeks of December, holidays, special events), exceptions to this rule will be rare.

## **9. PROPERTY WATCH**

- a. Any Unit Owner or guest observing unlawful, dangerous or disruptive behavior should report concerns to Property Watch by calling (208) 946-6066 during the hours of operation. Solicitation is forbidden and should also be reported. Always, call 911 if there is an emergency or dangerous threat; Property Watch is not a substitute for professional security or police services.
- b. Only authorized employees are permitted to access the equipment/mechanical rooms or the roof of any building.
- c. Building entrance doors must be closed at all times except to depart and enter. Under no circumstances should restricted access doors be opened for anyone other than your guests.
- d. Unit Owners have been provided two (2) FOBS (electronic access devices) with the purchase of their Condominium Unit, which allow access to the Common Areas and amenities during operating hours. FOBS are to be placed over the reader panel, located near each door that offers entry access control. A short electronic beep will sound which releases the door locks and allows a ten (10) second delay to open and access. To protect the exclusiveness, privacy and safety of the community, all persons should have the FOB in their possession when accessing the Common Areas and amenities. All FOBs given to guests and tenants must be returned to the Unit Owner upon departure.
- e. Unit Owners have the opportunity to access the buildings via a key pad at each Condominium Building. The code is reported and programmed by employees only.
- f. To ensure the privacy and exclusivity of the Condominium Property, Unit Owners must notify Owner Services (or Property Watch after Retreat hours) if any guests or visitors are expected. Understanding that not all guests are expected, the employees will make reasonable efforts to notify Unit Owners of the person(s) on site seeking access. However, any unauthorized party will not be permitted to enter the Condominium Property or the Unit without advance notice or Unit Owner's authorization.

## **10. NUISANCES**

- a. Quiet hours are between 10:00 pm and 8:00 am Sunday until Thursday, and 11:00 pm to 8:00 am Friday and Saturday. Excessive noise and/or other nuisance behavior by Unit Owners, tenants, guests, pets and workers is prohibited. Unit Owners, tenants and guests are requested to control loudness of group gatherings, TVs, radios, and/or stereos, especially during evening and night hours when windows are open, as sound is carried on the airways. Wind chimes are not permitted outside the Units.
- b. Excessive and/or disruptive use of a Common Area or amenity by any single group of Unit Owners, tenants or guests may be deemed a nuisance.
- c. Feeding of birds, squirrels, or other small animals is not permitted.
- d. Smoking of cigarettes, cigars, pipes or any other tobacco or similar products that create smoke or odors that may disturb or annoy Unit Owners or guests are not permitted anywhere on or in the Condominium Property except in the interior of the Condominium Units and on the private balconies. Unit Owners, guests and tenants shall be mindful of their neighbors when smoking on

their balcony and are asked to be respectful of requests to limit smoking on balconies. Smoking in the Common Areas is restricted to the west side of Sandpoint Avenue only.

- e. Whether behavior is deemed a nuisance is at the reasonable discretion of the employees, and the employees shall have the authority to instruct Unit Owners, tenants and guests to cease such behavior.

## **11. RETREAT & RECREATION INFORMATION**

Hours of Operation and access to common areas and amenities will vary seasonally. Hours will be posted throughout the Condominium Property and a complete listing will be available in the Retreat.

### a. The Retreat

The following rules and regulations are as follows:

1. The Great Room is open on a first come first serve basis and is subject to availability.
2. No wet undergarments are allowed in the Retreat.
3. Shirt and shoes are required.
4. After 4:30 P.M., children under the age of seventeen (17) and younger must be accompanied by an adult.
5. Group usage and any applicable fees will be subject to the Great Room Usage Guidelines.

### c. Fitness Center

The following rules and regulations are as follows:

1. Hours of Operation: 5:00 am until 10:00 pm daily.
2. All Unit Owners, tenants and guests using the Fitness Center do so at own risk.
3. Children between the ages of nine (9) to fifteen (15) must be directly supervised and be in the presence of an adult at all times. An adult is defined as someone eighteen (18) years or older. Direct supervision is defined as being immediately adjacent to the machine that the children use.
4. Children eight (8) years of age and younger, are not allowed in the Fitness Center at any time.
5. Children are not permitted to play on or with the fitness equipment at any time.
6. Rubber soled shoes that cover the entire foot must be worn at all times. For health and safety reasons, sandals, spiked shoes, work boots and flip flop types of shoes are not permitted.
7. Shirts must be worn at all times.
8. Food is not permitted in the fitness room. Water and plastic / non-breakable beverage containers are allowed.
9. Unit Owners, tenants and guests are required to clean equipment after each use.
10. Equipment must be returned to the location found.
11. Televisions and radio volumes must be at a reasonable level. Televisions should be turned off if Fitness Center is absent of Unit Owners, tenants and guests. Equipment must be used in accordance with the directions posted on the equipment.
12. Assistance involving the operation of the equipment is directed to the Owner Services.
13. Using a spotter when lifting weights is recommended.

14. Report any equipment problems to Owner Services.
15. Pets are not permitted in the Fitness Center.

d. Pool and Hot Tub

The following rules and regulations are as follows:

1. Hours of Operation: Sunday until Thursday: 8:00 am to 10:00 pm; Friday and Saturday: 8:00 am to 11:00 pm.
2. Adult Swim Hours are between 8:00 am to 9:00 am daily. (An adult is defined as a person eighteen (18) years of age or older.)
3. Unit Owner, guest and tenant are expected to follow the Rules and Regulations posted in the pool and hot tub areas.
4. No lifeguards are on duty; use is at own risk.
5. Children thirteen (13) years of age and younger must be supervised by an adult. An adult is defined as someone eighteen (18) years or older.
6. Unit Owners, tenants and guests must shower before entering the pool. Showers are available in first level of the Retreat in the restrooms.
7. Unit Owners, tenants and guests wearing diapers must wear a protective covering to prevent spillage into the pool. Disposable diapers are not allowed under any circumstances. Children not toilet trained must wear a swim diaper.
8. Conventional swimsuit attire must be worn in the pool and hot tub (no cut-off jeans).
9. Nude sun bathing is not allowed.
10. No food or glass containers are allowed in the pool or on pool decks. Food may be consumed in the dining areas adjacent to the pools and hot tubs outside of the enclosures. All trash and debris must be disposed of in the provided trash receptacles prior to leaving the pool area.
11. If chairs or lounges are moved within the pool deck area, the furniture must be returned to the appropriate area before leaving the pool area.
12. No diving.
13. No rafts, snorkels, fins, beach balls, or any large toys are allowed in the pool. Safety devices or flotation devices are not deemed as a toy.
14. No running, skating, or horse playing is allowed in the pool and hot tub areas.
15. No dogs or other pets are allowed on the pool deck or in the pool or hot tub.
16. Radios are not permitted in the pool and hot tub areas, except when earphones are used.
17. Only employees are authorized to open and close the pool and hot tub covers. Contact Owner Services or Property Watch to request assistance.
18. Employees may, at their discretion, close the pool and/or hot tub facilities.



e. Beach and Swim Area

The following rules and regulations are as follows:

1. Hours of Operation: Sunday through Thursday: 8:00 am to 10:00 pm; Friday and Saturday: 8:00 am to 11:00 pm.
2. Children under thirteen (13) years of age must be supervised by an adult. An adult is defined as someone eighteen (18) years or older.
3. No lifeguards are on duty; use is at own risk.
4. Swim within the designated swim area only; swimming is not permitted in the boat lanes or outside the swim area.
5. Do not climb on the rocks next to the marina entrance.
6. Glass containers are not allowed on the beach. All trash and debris must be disposed of in the provided trash receptacles prior to leaving the beach area.
7. No dogs or other pets are allowed on the beach or in the swim area.
8. Rafts, snorkels, fins, balls, beach and swim toys are allowed on the beach and in the swim area.
9. Kayaks and jet skis may be launched in the designated area at the south end of the beach and cannot be used within the swim area.
10. Radios are not permitted on the beach, except when earphones are used.
11. Employees may, at their discretion, close the beach and/or swim area.
12. Fishing is not allowed on the beach, dock, or the swim area.

f. Fire Pit

The following rules and regulations are as follows:

1. Hours of Operation: Sunday through Thursday: 8:00 am to 10:00pm; Friday and Saturday: 8:00 am to 11:00 pm during the summer season only.
2. Employees must monitor all activity related to the Fire Pit; lighting and extinguishing. Owner Services or Property Watch will provide assistance.
3. Fire Pit usage requires approval (verbal fire permit) from the Sandpoint Fire Department. Employees will obtain as needed. If Sandpoint Fire Department denies a fire permit for a requested time, the Fire Pit cannot be used for requested time.
4. An adult (non-employee) must be present when the fire pit is in use. Children must be supervised at all times. An adult is defined as someone eighteen (18) years or older.
5. Unit Owners, tenants and guests must notify Property Watch immediately when finished to extinguish the fire.
6. Per Fire Department regulations stipulate that two (2) - five (5) gallon buckets of water and a shovel must be available next to the Fire Pit when in use; employees will provide.
7. Usage is non-exclusive.
8. Employees may, at their discretion, close the fire pit.

g. Outdoor Dining Areas/ Grills

The following rules and regulations are as follows:

All common area dining and event amenities have specific usage guidelines which must be followed, as outlined in the Common Area Dining and Event Amenities Usage Guidelines. A copy of these guidelines can be obtained from Owner Services or the Owner's website.

In addition to the Common Area Dining and Event Amenities Usage Guidelines, other Rules and Regulations which apply to this Common Area are as follows:

1. Grills are provided on a first come first serve basis, unless scheduled and reserved for a private party pursuant to the rules outlined in the Common Area Dining and Event Amenities Usage Guidelines, governing the same.
2. All trash and recycling must be removed; trash cans are provided nearby.
3. All Unit Owners, tenants and guests are required to leave the outdoor dining/grill areas in good condition following each use.
4. If there is an authorized private party taking place in an outdoor dining area, an Association authorized "Reserved" sign providing the start and stop time of the reservation will be placed at the location.

h. Wristbands

The following rules and regulations are as follows:

1. Wristbands are to be worn during the high season as defined July 1<sup>st</sup> until the day following Labor Day.
2. Unit Owners and guests will be given a logoed wrist band.
3. Unit Owners will be issued silicone wrist bands in accordance to the Occupancy Restrictions:
  - One Bedroom Owners – four (4) wristbands
  - Two Bedroom Owners – six (6) wristbands
  - Three Bedroom Owners – eight (8) wristbands
  - Four Bedroom Owners – ten (10) wristbands
4. Unit Owners are allowed to have a maximum of four (4) Guests per Condominium Unit. Therefore, Unit Owners can obtain up to four (4) additional vinyl wrist bands for guests.
5. Guests will be issued the wristbands based upon the number of occupants residing in the Condominium Unit, not to exceed the Occupancy Restrictions.
6. Unit Owners can obtain the wristbands from Owner Services.
7. All Unit Owners and guests will be required to wear wrist bands when utilizing the beach, marina, barbeque grills, pool, fitness center and Retreat.
8. A damaged wristband will be exchanged free of charge if it is returned to Owner Services. If a Unit Owner or guest loses a wristband, the cost for a replacement band may be charged by the Association.

9. If the employee notices an individual not wearing a wristband, they will be approached in a professional manner. Unit Owners noticing anyone on property without a wristband are encouraged to notify an employee.

## 12. UNIT OWNER AND TENANT USE OF COMMON AREAS

The information below is in addition to other Rules and Regulations pertaining to the Common Areas:

- a. Unit Owners and long-term guests (6-month lease minimum) have the right to reserve Common Area space for private events in accordance with the terms outlined in the Common Area Usage Guidelines and/or Outdoor Dining Guidelines (check). This right is limited or not extended to short-term tenants or guests as provided in the Common Area Dining and Event Amenities Usage Guidelines which can be obtained from the Managing Agent or the Owner's website.
- b. The Association can impose reasonable requirements and limitations on Unit Owners who are hosting a party in a common area, including but not limited to limiting the number of attendees and time frame of the event, charging a rental fee and security deposit, port-o-lets, and the like. The Association is charged with ensuring that the common areas are not too frequently used for private events and that all events are manageable. When determining whether to approve a private event request, consideration will be given to whether the Unit Owner has already hosted a private event and how recently, other activity at Seasons on the requested date and time, whether the event is a "significant" milestone, the willingness of the Unit Owner to adhere to terms governing the event, and the overall goal of maintaining access to the Common Areas and therefore limiting the frequency of private events. The General Manager shall be given discretion to govern this process.

**Good standing.** Any owners that are not current on their Association and or Marina dues are not allowed to reserve or use any of the Common Areas if their dues are 90 days past due. The Association will suspend owner and owners' guest's rights to use the recreational facilities and all rights to participate in any vote until the delinquent assessments have been paid in full. During the suspension, all electronic fobs that proved access to the common areas will be deactivated. Upon receipt of full payment, these rights will be reinstated, and owner and owner guest's fobs will be reactivated.

- c. All events taking place inside the Retreat Great Room are limited to a maximum of fifty (50) attendees per fire code safety occupancy limits.
- d. If there is an authorized private party taking place in a common area, an Association-authorized "Reserved" sign providing the start and stop time of the reservation will be placed at the location.
- e. For fees and parameters, refer to the Common Area Dining and Event Amenities Usage Guidelines;.

## 13. SATELLITE DISHES AND ANTENNAE IN COMMON/LIMITED COMMON AREAS

This Policy can be obtained from Managing Agent or the Owners Website.

## 14. PROHIBITED ACTIVITIES IN COMMON/LIMITED COMMON AREAS

- a. Fire exits shall not be obstructed in any manner.

- b. No chairs or other items are permitted on the walkways at any time.
- c. The common elements of the Condominium Property shall not be obstructed in any manner and shall be kept free and clear of rubbish, debris, and other unsightly or unsanitary material.
- d. No articles shall be placed in the common areas.
- e. No articles shall be hung or shaken from any Unit into the common areas. No Unit Owner shall throw, sweep, or allow the falling of any article or water from Unit onto the common areas.
- f. Laundry, rugs, towels, bathing suits, mops or other similar articles shall not be hung or displayed in the common areas. Articles of any sort shall not be beaten, cleaned or dusted by handling or extending same from any window, door, or over railings. Items shall not be placed on the grass area for cleaning or painting.
- g. Cigarette and cigar butts must be disposed of appropriately and not discarded over balconies or on the grounds. No article shall be attached to, erected upon, installed, or affixed to the exterior walls, exterior doors, or roof of a Unit or upon the other common areas.
- h. No Unit Owner shall make any alteration, decoration, repair, replacement, change of paint, glass panes, or other enclosures on balconies or any other part of the Units, Common Areas, or Condominium Building without prior written approval from the Board of Directors. Thus, the Board of Directors of the Association must approve installation of storm doors, floor covering on balconies and hurricane enclosures. The Board of Directors will consider written requests specifying the color and materials specifications.
- i. All balcony decorations and furniture shall be in neutral colors consistent with the decorative theme of the Condominium Property and exterior finishes. Any furniture or decorations outside the decoration standards may be asked to be removed at the reasonable discretion of the Board of Directors.
- j. Holiday decorations will be restricted to white holiday lights that may be installed no more than thirty (30) days prior to the Holiday and must be removed no more than ten (10) days following the Holiday.
- k. All window treatments must be approved by the Association. Generally, the guidelines are: (1) white, natural, and brown color window treatments are the only colors permitted on the side exposed to the public; (2) the window treatments must be one color only and shall not be multi-colored or noticeably patterned; (3) both bamboo and fabric materials are acceptable.
- l. No floor coverings shall be applied to the balcony deck unless approved by the Association.
- m. A change in the design, material and location of all exterior mail boxes must be approved in writing by the Board of Directors.
- n. Unit Owners and tenants shall not plant flowers of any kind in the common areas.
- o. No “for sale”, “for rent”, or “for lease” signs or any other sign shall be posted on the premises of any Unit without the prior written approval of the Board of Directors. Lockboxes or similar accesses require prior approval by the Managing Agent. No Unit Owner may hold or conduct an open house without the prior written approval of the Board of Directors. Declarant only may post a “sold” sign.

- p. Food and beverages offered in the Retreat, are for reasonable and not excessive consumption. All Unit Owners, tenants and guests are asked not to abuse this privilege. Persons are also expected to clean up after themselves. Bicycles, roller skates, roller blades and skate boards are not permitted on walkways at any time. Roller blades, skates and skateboards are not permitted on roadways or within the Garage Parking areas. Walkways are strictly for foot traffic.
- q. Fishing is allowed on the eastside of the promenade walkway in front of Buildings 5, 6 and 7; however, overhead casting is not allowed. Fishing is not allowed on the Dock or the beach.
- r. Personal property such as bicycles, mopeds and similar items shall not be left in Common Areas.

**The only outdoor cooking allowed is with the use of the Common Area grills and summer kitchens located throughout the Condominium Property. No outdoor cooking equipment is permitted on private balconies in accordance with local fire safety regulations. Townhome Unit Owners are permitted outdoor cooking on their private balconies.**

## 15. PARKING

- a. For the safety of drivers and pedestrians, all Unit Owners, tenants and guests shall drive slowly when turning onto Sandpoint Avenue and when driving through the parking areas.
- b. Parking on the Condominium Property shall be restricted to private automobiles and passenger-type vans, jeeps, pick-up trucks, and sport utility vehicles (all of which are collectively referred to herein as “vehicles”).
- c. All vehicles must register with the Property Watch or Owner Services and obtain a parking permit from July 1 through Labor Day.
- d. Only designated parking spaces should be utilized. All Unit Owners shall only park in their designated, assigned space. If a Unit Owner leases his or her Condominium Unit in accordance with the Declaration, the tenant may only utilize the Unit Owner’s assigned parking spaces, and may not use the visitor parking spaces, nor any other Unit Owner’s assigned parking space. Guests shall only utilize designated guest parking spaces. Residents should advise their guests of the visitor parking locations. Contractors shall only utilize street level parking, or the space assigned to the Unit they are working on.
- e. A Unit Owner may only assign the Limited Common Area parking space appurtenant to his or her Unit to another Unit within the parking garage of the building in which their Units are located by written instrument delivered to (and to be held by) the Association. A minimum of one (1) Limited Common Area parking space appurtenant to his or her Unit must be maintained within the parking garage of the building in which his/her Unit is located.
- f. If a Unit Owner gives permission to another Unit Owner or Tenant to temporarily use their Unit’s assigned parking space, the Unit Owner granting permission must provide written authorization including timeframe to Managing Agent at least twenty-four (24) hours in advance.
- g. Two (2) motorcycles per Unit are permitted. Motorcycles will be allowed to start and idle in the garage for exiting or entering only. Motorcycles will not constitute a vehicle and can be stored in the parking space along with a vehicle as long as the vehicle in the parking space does not exceed the space and protrude into the drive area.
- h. No parking of private vehicles is permitted in areas designated for delivery or unloading.

- i. Unit Owners may not park in the guest parking spaces per Section 22 (b) of the Declaration.
- j. No person shall park any vehicle so as to obstruct or otherwise impede ingress or egress to any Unit or Common Area or any parking space. No person shall have anything attached to their vehicle which may impede ingress or egress to any road or parking space such as bicycle racks attached to a hitch which extend behind a vehicle.
- k. Whether or not they are attached to or on top of an authorized vehicle, no boat, watercraft, water equipment, canoe, raft, kayak, Jet Ski or boat trailer may be parked, stored or kept on any portion of the Condominium Property unless stored in the Unit Owner's individual garage (not the shared garage spaces).
- l. No person shall park, store or keep on any portion of the Condominium Property any commercial vehicle (including dump truck, motor home, trailer, cement mixer truck, oil or gas truck, panel truck, or delivery truck,), nor may any person keep any other vehicle on the Condominium Property which is deemed to be a nuisance by the Association.
- m. No overnight parking of the following; trailers, commercial vehicles, motor homes or any vehicles which bear any markings visible from outside or any vehicle which carries commercial equipment, tools, ladders, paint cans, or supplies within the bed, with fifth wheel set-up, dual rear wheels, with camper provisions for external hook-up and/or other living accommodations, any pick-up that extends beyond the boundaries of a parking space or overhangs the curb. Pickup trucks that are used as personal transportation shall be permitted. Under no circumstances may a van or other vehicle be lived in overnight.
- n. No trailer, camper, motor home or recreational vehicle shall be used as a residence, either temporarily or permanently, or parked on the Condominium Property.
- o. The Association shall have the authority to prohibit any vehicle, including any motorcycle or motor scooter, or the operation of the vehicle within certain locations or distances within the Condominium Property which it determines constitutes a nuisance due to its noise level, particularly where such vehicle is operated in the early morning or late evening hours.
- p. No vehicle is permitted within the Condominium Property which leaks oil, brake fluid, transmission fluid or other fluids.
- q. Washing vehicles or conducting repairs or restorations on any vehicle upon any portion of the Condominium Property is prohibited.
- r. The prohibitions on parking contained in this section shall not apply to temporary parking of: (a) commercial vehicles, such as for construction use or providing pick-up and delivery and other commercial services; (b) any vehicles of the Declarant, or its affiliates or designees, used for construction, maintenance, repair, decorating, sales or marketing purposes; or (c) service vehicles operated in connection with the Association, or its Managing Agent.
- s. No vehicle, which cannot operate on its own power, shall remain on the Condominium Property for more than forty-eight (48) hours.
- t. Subject to Applicable Law, any vehicle, boat, motorcycle or trailer parked in violation of these or other restrictions contained herein or as mandated by the Association may be towed by the Association at the sole expense of the owner of such vehicle. The Association shall not be liable

to the owner of such vehicle for trespass, conversion or otherwise, nor shall it be guilty of any criminal act, by reason of such towing.

- u. All garage doors must be closed when not in use.
- v. For so long as the Declarant conducts any sales or leasing activities on the Condominium Property, its use of parking spaces or parking garages shall not be impeded or restricted.

No guest parking space shall allow for long term storage of a vehicle.

## **16. STORAGE**

- a. No storage containers may be placed anywhere on the Common Areas other than in designated storage spaces. No storage containers are permitted other than those approved by the Association.
- b. Storage of any illegal, combustible, flammable, explosive or otherwise hazardous item is strictly prohibited. Unit Owners are responsible for avoiding placement in the storage areas of such items and shall further avoid storing any items that can lead to infestation, spoilage and noxious odors.
- c. The Association shall be permitted, without any liability and at the Unit Owner's expense, to dispose of improperly stored items if a written notice of violation of these storage rules is given and the violation is not cured within seven (7) days. If the stored items present a hazard the Association may take more immediate action.

## **17. LUGGAGE AND DOCK CART USAGE**

- a. The luggage and dock carts provided by the Association for use by Unit Owners, tenants and guests are available on a first come first served basis. Luggage and dock carts must be returned to the designated location in the garages or the marina entrance immediately following each use.
- b. Luggage carts may not be used by contractors or vendors to transport their tools and materials.

## **18. CHILDREN**

- a. For purposes of these Rules and Regulations, "children" are defined as persons under the age of eighteen (18).
- b. Children are at risk from the lake and pool (no lifeguards or barriers) among other potential hazards on the Condominium Property and the utmost care should be taken by their guardians to protect their safety at all times. Children shall at all times be supervised by an adult. An adult is defined as someone eighteen (18) years or older.
- c. Employees are not responsible for watching and/or babysitting children under any circumstances.
- d. Children are not to play in the elevators or in other Common Areas not designed for child's play and are subject to enforcement of nuisance rules.

## **19. PETS**

- a. Pets shall be limited to two pets per Unit, with strict behavioral criteria set forth below. All pets shall be registered with the Association by contacting the Managing Agent at least twenty-four (24) hours prior to the pets' initial arrival/stay at the Condominium Property.
- b. Pet owners must obey any and all use and health regulations concerning pets on the Condominium Property. No pet shall be allowed on the pool deck, or on the beach.
- c. Pets must be securely leashed whenever outside the Unit in the Common Areas (e.g. lawns and walkways). No pet shall be allowed to run free.
- d. Pets shall not be permitted to defecate or urinate on the walkways, lawns, beach or landscaped areas. Pets should only be allowed to defecate or urinate in designated pet areas as defined by the Association. Pet owners will clean up after their pets every time without exception.
- e. Pets shall not be permitted to damage any Common Areas or Limited Common area of the Condominium Property.
- f. No pet shall be permitted to behave in any fashion, or to make disturbing noises such as barking or crying, that interferes with other Unit Owners, tenants and guest's quiet enjoyment of the Condominium Property.
- g. Aggressiveness, viciousness, biting or any behavior causing injury to any person shall be grounds for immediate removal of the pet from the Condominium Property without the notice requirements below.
- h. If a pet owner's pet behaves in a fashion that violates the behavioral criteria, the Board of Directors is permitted to exercise the following remedies:
  1. On the first offense: the Managing Agent will notify the pet owner via email or telephone to discuss the situation.
  2. On the second offense: the Managing Agent will send written notice to the pet owner via registered mail asking that the behavior be changed.
  3. If a third behavioral problem occurs during any twelve-month period following notice, the Board of Directors may vote to order the pet removed.

## **20. GARBAGE REMOVAL**

- a. Refuse and garbage shall be deposited only in the areas designated and provided for trash.
- b. A refuse room is located on each floor of each Condominium Building. Household garbage, especially odorous items, should be placed in tightly tied garbage bags before placing in the garbage bins.

Each Townhome has its own trash and recycling containers that are to be stored in the garage of each townhome. Weekly, Friday morning, the Unit Owner is responsible for placing the containers on the sidewalk. The Unit Owner is responsible for removing the containers, after they are emptied, and store the containers in the garage.



- c. All large items such as cardboard, boxes, crates, etc. or odorous household waste must be placed in a dumpster located in the garage of each residential building; they may not be placed in the refuse rooms. All boxes and cartons must be flattened before placing into the dumpster.
- d. Recycling is highly encouraged; recycle bins are available in all trash areas.

## **21. MARINA RULES**

The Board of Directors has established for the Unit Owners a Marina Usage Agreement which outlines specific guidelines. These guidelines can be obtained from the Owner Services or the Owner's website.

In addition to the Marina Use Agreement, other Rules and Regulations which apply to this Common Area are as follows:

- a. The Board of Directors may establish reasonable criteria governing the opening and closing of the Marina operating season in order to ensure safety and to mitigate possible damage to the Dock Facilities. A copy of the criteria can be reviewed in the Marina Use Agreement. Winter access to the Marina is prohibited.
- b. Each Boat Slip is subject to the exclusive use of the Unit Owner holding a sublease for the particular Boat Slip.
- c. A Boat Slip may not be leased or rented except to a lessee of the Unit or Lot to which the Boat Slip has been assigned as a Limited Common Area.
- d. Each Unit Owner is solely responsible for the proper mooring of his or her Vessel and is required to maintain mooring lines in good condition and sufficiently strong to secure the Vessel at all times. All mooring whips must be of a type approved by the Association. Any special mooring rules or procedures issued by the Association shall be complied with at all times. Vessels moored in a Boat Slip shall not be permitted to extend over the boundary of the Boat Slip. The Vessel (including all bowsprits, booms, pulpits, and other projections and overhangs) must be moored as close as possible to the dock, consistent with good boating practice.
- e. Mooring lines, hoses and electrical cords should be stored in a neat and orderly fashion off of the Common Area walkways.
- f. Jet skis, waverunners and other personal watercraft may be allowed at the Dock Facilities in an assigned Boat Slip. All Unit Owners, owning a Boat Slip, must provide a signed Marina Use Agreement.
- g. Boat Slip usage, by large hulled boats, is recommended once their gunwale is eighteen (18) inches above the dock surface at Full Pool. Boat Slip usage at water levels below two thousand sixty one decimal five (2,061.5), by smaller hulled boats, are required to use mooring whips. Smaller boats are defined as boats with gunwales that are less than eighteen (18) inches above the dock at Full Pool.
- h. Below two thousand sixty decimal five (2060.5) feet, Boat Slip usage is prohibited due to managing the overall risk and safety issues in a prudent manner.
- i. Below two thousand sixty one decimal five (2061.5) feet, mooring whips are required for smaller hulled boats

- j. All Unit Owners, with a signed Marina Use Agreement, are permitted slip usage at two thousand sixty one decimal five (2,061.5) feet and above.
- k. Full Pool for Lake Pend Oreille is two thousand sixty two decimal five (2062.5) feet. Unit Owners may install one dock box per Boat Slip, at the Unit Owner's expense. The location, size and appearance of the dock box must be approved by the Association prior to the installation or replacement. Unit Owners are prohibited from discharging sewage, oil, gasoline, trash or any other substance (other than bilge water) into the waters. No pets or other animals shall be permitted in or about the Dock Facilities except for the purpose of embarking or disembarking from Vessels. All pets brought into the Marina shall be leashed (when not on a vessel) and attended at all times.
- l. No portion of the Marina, and no Vessel, shall be used for the displaying or hanging of laundry.
- m. Fishing will not be permitted from the seawall and riprap at the entrance to the Marina, the dock, or off any Vessel while moored at the Marina.
- n. Recreational swimming is prohibited within the waters of the Submerged Property (Marina). Diving shall be permitted for the purpose of maintenance and repair of Vessels or of the Dock Facilities.
- o. Bicycles, roller skates, roller blades and skate boards are prohibited on the Dock Facilities at any time.
- p. No running or horse playing is allowed on the Dock Facilities at any time.
- q. No person shall be permitted to live on any Vessel moored at the Dock Facilities or remain overnight on any Vessel for any purpose except in special circumstances approved in advance by the Board of Directors.
- r. Unit Owners may perform routine washing, waxing and detailing of their Vessels while docked at the Dock Facilities. Unit Owners may also perform minor repairs as determined by the Board of Directors from time to time. No bottom cleaning will be permitted while a Vessel is moored at the Dock Facilities. Maintenance and repair of Vessels other than routine cleaning and minor repairs approved by the Board of Directors is not allowed at the Marina, or in a Boat Slip.

## **22. PROCEDURES FOR MOVE-INS AND WORK ON UNITS**

- a. Hours for moving in and/or out of a Unit are from 9:00 am to 5:00 pm Monday through Friday only and prior arrangements must be made with the Managing Agent at least seventy two (72) business hours prior to the moving in or out date.
- b. Any damage to the elevator interior, hallways or other Common Areas is the responsibility of the Unit Owner and damages will be charged to the Unit Owner.
- c. Unit Owners utilizing elevators are required to notify the Managing Agent in advance as the elevators are to be padded on the day of use. Notice must be given at least forty-eight (48) hours in advance of intended usage. Owners must inform Managing Agent when use is complete in order to have elevator pads removed.

- d. When work is to be performed in a Unit, Managing Agent must be notified and informed about the date and times the work is to be done. Managing Agent will coordinate access to the Unit once approval from the Unit Owner has been granted.

### **23. UNIT TEMPERATURE SETTINGS**

Each Unit Owner is responsible for setting their Unit's thermostat to minimize the risk and damage that can be caused by freezing conditions. Low temperatures can cause water pipes to freeze, and in some cases burst. The Unit Owner must take into consideration a variety of other factors such as ceiling height and location within the building. The suggestions listed below are intended to safeguard and prevent pipes from freezing within and around the Unit and are not all-encompassing measures. It is the Unit Owner's responsibility in maintaining Unit temperatures and preventative measures to prevent pipes from freezing.

- a. During the colder months, maintain the Unit temperature at a minimum of fifty-five (55) degrees or higher, regardless if the Unit is unoccupied for an extended period of time. For Units, that have a loft or are a town home, the recommended minimum temperature setting is sixty (60) degrees due to air flow patterns. Fireplaces are not to be used as the sole source of heat during the winter months.
- b. Open cabinet doors to allow heat to get to un-insulated pipes under sinks and appliances near exterior walls.
- c. Close all windows near water pipes; cover or close open-air vents. Freezing temperatures combined with wind drafts can cause pipes to freeze more frequently.
- d. Shut off water supply valves to appliances such as a washing machine, if the Unit is unoccupied for an extended period of time.

For most energy efficient heating and cooling within a Unit, keep the thermostat set to the same temperature both during the day and at night, using either the heat or cool setting as is appropriate for the season.

### **24. Assessment Billing and Collection Policy**

The Board of Directors has adopted a billing and collection policy for the collection of Assessments.

The Loss of Privileges, Collection Policy, and Delinquency penalties can all be seen on the Owners website.