

**Four Lakes Village  
Homeowners Association**

**Rules and Regulations  
Effective March 18, 2026**

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## **INTRODUCTION**

### **Welcome to Four Lakes Village.**

The following rules and regulations (“Rules”) are duly adopted by the Board of Directors (“Board”) of Four Lakes Village Homeowners Association, Inc. (“Association”) and replace and supersede all prior Rules adopted by the Board. These Rules are just one of the Governing Documents of the Association. The term “Governing Documents” includes the recorded Declaration of Covenants, Conditions & Restrictions (“CC&Rs”) of Four Lakes Village (“Village”), the Bylaws of the Association, the plat, articles of incorporation, and other rules, resolutions, regulations, policies, design criteria, etc., adopted by the Board (collectively “Governing Documents”). These Rules are in addition to and supplement restrictions contained in the other Governing Documents.

These Rules are intended to benefit us, as owners, and protect and enhance our property values. The topics addressed in these Rules include the issues of most concern to owners and provide answers to commonly asked questions. We hope you find this helpful.

The Village employs a property management company (“Property Management Company”). The Property Management Company’s responsibilities include: building exterior maintenance, lawn and tree care, pest and rodent management, snow removal, swimming pool maintenance, and tennis/pickleball court maintenance, accounting, and general management services. Some of these activities are subcontracted to other companies by the Property Management Company. All questions you have regarding our property and policies should be directed to the Property Management Company. The name and contact information of the current Property Management Company may be found on the Village website.

The governing body of the Association is the Board elected in accordance with the Bylaws. The annual Association meeting is generally held in August of each year. Owners are notified at least ten (10) days prior to the meeting. Each owner is a member of the Association and entitled to vote at the annual meeting. Each owner’s voting share (allocated interest) is listed on the next page.

Please review these Rules. If you have additional questions or concerns, do not hesitate to contact any member of the Board or a representative of the Property Management Company.

Thank you.

## FOUR LAKES VILLAGE—ALLOCATED INTERESTS

Lot	Address		Allocated Interest
1-A	2742	Four Lakes Drive	1.32289%
1-B	2740	Four Lakes Drive	1.37167%
2-A	2748	Four Lakes Drive	1.46706%
2-B	2746	Four Lakes Drive	1.59116%
3-A	2754	Four Lakes Drive	1.52288%
3-B	2752	Four Lakes Drive	1.39227%
4-A	2760	Four Lakes Drive	1.46706%
4-B	2758	Four Lakes Drive	1.59116%
5-A	2764	Four Lakes Drive	1.52288%
5-B	2762	Four Lakes Drive	1.39227%
6-A	2766	Four Lakes Drive	1.46706%
6-B	2768	Four Lakes Drive	1.59116%
7-A	2770	Four Lakes Drive	1.52288%
7-B	2772	Four Lakes Drive	1.39227%
8-A	2778	Four Lakes Drive	1.09420%
8-B	2776	Four Lakes Drive	1.09420%
9-A	2782	Four Lakes Drive	1.52288%
9-B	2780	Four Lakes Drive	1.39227%
10-A	2786	Four Lakes Drive	1.09420%
10-B	2784	Four Lakes Drive	1.09420%
11-A	2788	Four Lakes Drive	1.09420%
11-B	2790	Four Lakes Drive	1.09420%
12-A	2794	Four Lakes Drive	1.52288%
12-B	2792	Four Lakes Drive	1.39227%
13-A	2798	Four Lakes Drive	1.46706%
13-B	2796	Four Lakes Drive	1.59116%
14-A	2802	Four Lakes Drive	1.46706%
14-B	2800	Four Lakes Drive	1.59116%
15-A	2806	Four Lakes Drive	1.52288%
15-B	2804	Four Lakes Drive	1.39227%
16-A	2814	Four Lakes Drive	1.46706%
16-B	2812	Four Lakes Drive	1.59116%
17-A	2818	Four Lakes Drive	1.52288%
17-B	2816	Four Lakes Drive	1.39227%
18-A	2822	Four Lakes Drive	1.46706%
18-B	2820	Four Lakes Drive	1.59116%
19-A	2801	Estates Drive	1.09420%
19-B	2799	Estates Drive	1.09420%

Lot	Address		Allocated Interest
20-A	2795	Estates Drive	1.09420%
20-B	2793	Estates Drive	1.09420%
21-A	2787	Estates Drive	1.09420%
21-B	2789	Estates Drive	1.09420%
22-A	2781	Estates Drive	1.09420%
22-B	2783	Estates Drive	1.09420%
23-A	2775	Estates Drive	1.09420%
23-B	2773	Estates Drive	1.09420%
24-A	2769	Estates Drive	1.46706%
24-B	2767	Estates Drive	1.59116%
25-A	2761	Estates Drive	1.52288%
25-B	2757	Estates Drive	1.39227%
26-A	2751	Estates Drive	1.42912%
26-B	2749	Estates Drive	1.40202%
27-A	2756	Estates Drive	1.17006%
27-B	2758	Estates Drive	1.17006%
28-A	2764	Estates Drive	1.28171%
28-B	2762	Estates Drive	1.30989%
29-A	2768	Estates Drive	1.28171%
29-B	2770	Estates Drive	1.30067%
30-A	2776	Estates Drive	1.28171%
30-B	2774	Estates Drive	1.30989%
31-A	2782	Estates Drive	1.28171%
31-B	2780	Estates Drive	1.30989%
32-A	2788	Estates Drive	1.28171%
32-B	2786	Estates Drive	1.30989%
33-A	2796	Estates Drive	1.28171%
33-B	2794	Estates Drive	1.30989%
34-A	2804	Estates Drive	1.28171%
34-B	2802	Estates Drive	1.30989%
35-A	2812	Estates Drive	1.28171%
35-B	2810	Estates Drive	1.30989%
36-A	2809	Estates Drive	1.46706%
36-B	2807	Estates Drive	1.59116%
37-A	2810	Four Lakes Drive	1.46706%
37-B	2808	Four Lakes Drive	1.59116%

**TOTAL: 100%**

# **RULES AND REGULATIONS**

## **1. ABIDING BY RULES & REGULATIONS**

It is the responsibility of owners to read, understand and comply with the Governing Documents of the Association, including these Rules. It is also the owners' responsibility to assure their children, guests and tenants also abide by the Governing Documents of the Association, including these Rules, as the owner will be held fully accountable for any violations. Claimed ignorance of the Governing Documents, including these Rules, by any person is not an excuse for a violation.

## **2. RESIDENTIAL USES**

Units shall be used exclusively for residential purposes. Owners may conduct a business from their units if (1) only residential activities would be observed outside of the unit, (2) the business activity does not involve persons coming into the Village who do not reside in the Village in a manner and/or amount that would constitute a nuisance; (3) the business activity does not involve the solicitation of residents or owners; (4) the business will not result in the increase of the cost of the Association's insurance; and (5) the activities would not be in violation of applicable local ordinances. (*See additionally* Section 9.4 (Business Activities) of the CC&Rs).

## **3. NO NOXIOUS OR OFFENSIVE ACTIVITY**

No noxious or offensive activity shall be carried on or upon any part of the Village, nor shall anything be done or placed in or upon any part of the Village which is or may become a nuisance or may cause embarrassment, disturbance, or annoyance to owners. It's simple, we should be considerate of our neighbors.

- a. Loud music (including from indoor or outdoor speakers) and boisterous behavior that is a nuisance or causes embarrassment, disturbance, or annoyance to other owners is prohibited.
- b. Permanently installed TVs or other video devices on decks or patios or private gardens are not allowed.

- c. Items commonly stored on the deck such as furniture, grills, art and garden items should not be an annoyance to neighbors.
- d. Garage doors should remain closed at all times except when the garage or garage area is in use.
- e. Garbage and recycle cans should not be placed out earlier than the evening before trash pick-up and are to be removed from the driveway no later than the evening of trash pick-up day. Plastic bags or other unauthorized trash containers are not to be left on the street as the waste disposal company will not pick them up. Please make sure your tenants and cleaning services are aware of this.

(See *additionally* Section 9.5 (Offensive or Unlawful Activities), Section 9.8 (Nuisances), and Section 9.10 (Garbage and Trash) of the CC&Rs).

#### **4. RESTRICTIONS ON SIGNS**

Signs, flags, or advertising devices of any nature, including without limitation commercial, sports, informational, or directional signs or devices, shall be erected or maintained on any part of the Village, including the Common Area or Limited Common Area around an owner's unit, only with the prior inspection and written approval of the Association, as allowed by law, or as stated below:

- a. Security company signs are not permitted. A security company decal may be placed in a window.
- b. Windsocks are not permitted.
- c. Realtor open house signs may be displayed the day of the open house but must be removed the same day.
- d. For Sale signs may be displayed in the front yard of a unit during the time the unit is actively for sale and must be immediately removed when the unit is no longer actively for sale.
- e. In compliance with federal law, an American Flag may be displayed at any time in a size not to exceed 3' x 5'. The flagstaff must be connected to the building or deck and may not exceed 7' in length.

Such flag shall be kept in good repair. American Flags shall not be displayed on the roofs.

- f. One (1) flag, in addition to an American Flag, may be displayed on a Lot, in the front yard of a unit, or attached to the unit. The size of such flag may not exceed 3' x 5'. Such flag may not contain obscene, profane, or commercial content and shall be kept in good repair. Such flag shall be attached to a flagpole not to exceed 7' in length. Such flag shall not be displayed on the roof.
- g. Temporary signs necessary to caution or warn of danger or as may be required pursuant to City regulations are permitted.
- h. Construction signs are not required for interior remodels, though any building permits should be posted on the exterior of the front door. For exterior work, signs shall be located in the mulch beds.

(See *additionally* Section 9.9 (Signs) of the CC&Rs). *Note:* State law supersedes restrictions contained in the CC&Rs, if there is a conflict.

## **5. RESTRICTIONS ON ANIMALS**

- a. All dogs, cats or other domestic pets of any kind shall be allowed within the Village as long as their behavior is deemed safe and quiet and otherwise compliant with the Governing Documents, including these Rules. The Association, in the sole discretion the Board, shall have the right to revoke this privilege for cause at any time and require the removal of the animal.
- b. Pets deemed a problem by the Board by being a danger, exhibiting offensive behavior or otherwise disturbing other residents will be required to be removed from the Village.
- c. Dogs are not permitted to roam freely. The Park City Leash Law is in effect within the Village. Within the immediate vicinity of the owner's unit, dogs must at all times be under positive control and may not be left unattended.
- d. Animals are not permitted within the pool, tennis, and pickleball fenced areas.

- e. Animal feces must be removed immediately and placed in an appropriate receptacle.
- f. Excessive barking or whining by a dog is unacceptable.
- g. Invisible fences are not permitted.

(See *additionally* Section 9.7 (Pets and Animals) of the CC&Rs).

## **6. LEASES/RENTALS**

Owners may rent or lease their units as many times as they like during the year for terms of not less than 30 days. No more than 2 times a year, owners may rent their unit for 7 to 30 days, as long as such rentals are not more frequent than once every 30 days. Renting is defined as (1) receiving compensation from a third party, (2) offering your unit in an exchange program, or (3) offering your unit as an auction item. Specific rules applying to rental situations include the following:

- a. Owners are responsible for the actions of their tenants and to assure all tenants abide by these Rules and other Governing Documents of the Association. All rental agreements shall be in writing and shall state that the tenant is subject to the Governing Documents and that failure to abide by the Governing Documents shall constitute a breach of the rental agreement. The Association strongly suggests that the rental agreement include a specific provision to allow the owner to pass on fines from the Association and/or evict the tenant for failure to abide by the Governing Documents. The Board may obtain a copy of all leases as allowed by the CC&Rs.
- b. Renting a portion of the unit, such as a single bedroom, is prohibited.
- c. When a unit is rented, owners are required to send an e-mail to the Property Management Company identifying the tenant's name, contact information including both telephone number and e-mail and the dates of occupancy so they may be directly contacted for security or informational purposes and the rental period can be tracked to assure compliance.

(See *additionally* Section 9.3 (Leases) of the CC&Rs).

## **7. STORAGE ON DRIVEWAYS/ROADWAYS**

Owners may not use their driveways or the roadways within the boundaries of the Village for storage of personal property. This includes, but is not limited to, vehicles, trailers, boats, motorcycles, motor homes and campers. The Board reserves the right to determine what is meant by storage, which is currently defined as leaving any personal property for a period of more than 5 days. Moving a vehicle or other personal property from the driveway to the street and back to the driveway does not circumvent the definition of storage or parking. This restriction is not intended to apply to personal autos and motorcycles that are used regularly and not left unmoved for extended periods. The Association understands that owners may have guests with RV's or are preparing for a trip with their own RV but leaving a vehicle in the same location for more than 5 days shall be deemed "storage" and is prohibited.

## **8. EXTERIOR LIGHTING**

No owner shall install exterior lighting that violates any of the Park City or Summit County lighting ordinances. Without prior written Board approval, no owner shall install exterior lighting that shines upon the Common Area or Limited Common Area, or both. This applies to all types of lighting, including but not limited to: seasonal lighting, security lighting, spotlights, landscape lights, walkway lights, deck lights, etc.

### *Seasonal Lighting:*

- a. Seasonal lighting may be installed and illuminated only between November 1 and March 1 from dusk to 10pm, consistent with the Park City lighting ordinance. Seasonal lighting is limited to string lights.
- b. Owners may install seasonal string lights in the following areas:
  - i. Framing front entranceways.
  - ii. Shrubs that are near the front entranceways or that are in discreet private areas (e.g. private gardens), but not shrubs that surround decks or patios.
  - iii. One or two trees in the common area immediately adjacent to an owner's unit, provided that the immediate neighbors have no objections, including the extent of light trespass.

- iv. Lights may not be installed on decks or privacy walls or rock pillars.
- c. Lights must be white and no brighter than 3000 Kelvin and preferably less. This is commonly known as “warm white”, which is an informal standard across many parts of Park City and is often included on lighting product labels.
- d. Seasonal lighting must be plugged into existing external electrical outlets and may not be hardwired (e.g. connected to wiring for external HOA lights).
- e. Lights on trees shall be installed no higher than 15 feet (approximately) from the ground. Lights on shrubs or entranceways shall be installed no higher than the top of the shrub or entranceway being illuminated.
- f. With approval of the Board and support from immediate neighbors, an owner may install lights higher than 15 feet on one tree if the tree is located in a common area that directly abuts the golf course.
- g. All lights must be removed by March 1, or as soon thereafter as is reasonably practical due to snow or weather.
- h. Owner must provide proof that the any lighting installation contractor is properly insured for injuries to workers or against damage to any part of the common area while installing or removing lights.
- i. Light bulbs in HOA fixtures on the buildings may not be changed to a different color or intensity.
- j. The HOA may install HOA-funded and managed lighting in certain common areas of the Village. This lighting will generally follow the seasonal lighting guidelines listed above for individual owners but will not be restricted to 15 feet in height.

*Security Lighting and Cameras:*

- a. The Village has exterior lights near all doorways, walkways, garage doors, and decks. Additional security lighting is prohibited.
- b. Security cameras are allowed pursuant to the following restrictions, and HOA approval is required in advance of installation, except for doorbells:

- i. May be installed around entranceways, garage doors, and decks (and immediately adjacent to windows).
- ii. Must be small and blend in with the building.
- iii. Solar powered devices with separate solar panels must have small, discrete panels that are within 12" of device.
- iv. If devices (i.e., cameras, webcams, solar panels, etc.) are purchased in a white or alternative color, they must be painted to blend in with the color of the background building.

(See *additionally* Section 9.6 (Exterior Lighting) of the CC&Rs).

## **9. MAILBOXES**

The Association is responsible for the maintenance of unit mailboxes, including the mailbox posts. Owners are responsible for ordering and purchasing replacement mailbox keys as needed. The information on ordering is located on the HOA website.

## **10. OUTDOOR FIRE PITS**

Outdoor fire pits are permitted as long as they comply with the following:

- a. They must be manufactured free-standing fire pits that sit above the deck surface and are fueled by either natural gas or propane.
- b. Wood burning or other combustion burning fire pits are not allowed.
- c. Fire pits must be at least 5 feet from a permanent structure including the unit exterior wall or a privacy fence.
- d. Fire Pits may not be located on the Common Area off the deck.

## **11. ASSOCIATION FEE SCHEDULE**

In addition to the Assessments authorized under the CC&Rs and the Reinvestment Fee outlined in Section 14, below, the following fees may be charged, as applicable, to owners by the Association.

- a. Amenity Key Replacement - \$40

- b. Architectural Change Application Review Fee - \$250
- c. Interest on Unpaid Assessments/Fees - 1.5% per month
- d. Standard Payoff Request - \$30

## **12. FINES TO OWNERS**

By purchasing a unit in the Village, we, as owners, have agreed to abide by the Governing Documents. In the event an owner or their guests or tenants fail to comply with any of these documents, the Board has the power to institute the following action(s):

- a. Send written notice to the owner describing the violation, stating the provision of the Governing Documents that the owner's conduct violates, giving a period of time for the violation to be rectified (if the violation is ongoing), stating that fines may be assessed if a continuing violation is not cured in the timeframe provided or if the owner commits similar violations within one year, and specifying the amount of the fine the Board may assess.
- b. Without notice, impose additional fines should the violation be repeated within a period of 1 year or if the violation continues and is not cured within the designated timeframe.
- c. The responsible owner may request a hearing with the Board within 30 days of a fine being assessed. If a hearing is timely requested, no interest or late fees may accrue on the fine until after the hearing is conducted and the owner receives a final decision.
- d. The Board has the right to take additional enforcement actions for violations of the Governing Documents in addition to the levying of fines.

The Four Lakes Village Fine Schedule is as follows:

- 1. 1st Violation: warning
- 2. 2nd Violation or failure to cure after 1st Violation: \$50.00
- 3. 3rd Violation or failure to cure after 2nd Violation: \$100.00
- 4. 4th violation and all subsequent violations or failure to cure after 3rd violation or subsequent violations: \$200.00.

Fines for continuing (uncured) violations may be assessed every 10 days.

### **13. INSURANCE**

The Association maintains insurance on our physical units at replacement cost. However, as owners, we are responsible for all insurance relating to the contents of the unit, personal liability protection, sewer/drain coverage, as well as the Association's deductible, which is currently \$50,000.

The Association carries General Liability Insurance and Directors and Officers Insurance. The HOA also currently maintains earthquake insurance.

### **14. REINVESTMENT FEE AMOUNT**

The amount of the Reinvestment Fee assessed to new buyers in the Village is 0.5% (1/2 of 1%) of the sales price of the purchased unit.

### **15. SEASONAL REMINDERS**

Park Meadows, the neighborhood in which the Village is located, has a high water table. The buildings were constructed taking this into consideration. The foundation footings are designed to "float" on the wet soil and provide a stable foundation for each unit. The crawl spaces should be checked periodically for signs of water. A sump pump may be necessary to remove excess water from the crawl space. At no time can the sump pump empty water into the sewer but must pump the water outside of the unit.

#### **Spring:**

Hoses used for sump pumps are to be removed immediately from Common Areas following the spring run-off. Lawn crews are not permitted to remove the hoses and it is each owner's responsibility to make their own arrangements for removal.

#### **Fall:**

- a. Garden hoses must be disconnected from hose bibs to prevent freezing and possible flooding of units.
- b. Chimneys should be regularly inspected and maintained.

- c. Firewood must be stored in the garage and not on the deck or Common Area. (Owners are encouraged to convert wood burning fireplaces to gas fireplaces when possible).
- d. When appropriate, outdoor gas grills should be winterized and the gas hoses checked.
- e. Deck furniture and other items that are stored on the deck should be done in such a manner that will not detract from the appearance of the Village.

**Winter:**

- a. Thermostats inside units should be set no lower than 60° Fahrenheit when the unit will be vacant for a period of time. It is generally a good practice to also turn off the water.
- b. Salt is not to be used on walkways or driveways at any time. At the owner's request, the Property Management Company will provide sand or the approved snow or ice-melt product to be used on icy driveways and walkways.
- c. The contract for snow plowing requires the contractor to act when new snowfall is at least two inches. The contractor typically waits for the storm to end unless it is so severe that multiple plowings will be required. The plowing can occur in the early morning hours. If a car is parked in the driveway, the plow may not be able to remove snow from any or all of the driveway.
- d. Park City has a winter parking ordinance restricting parking on the street during winter months. This aids the removal of snow and improves the overall driving safety during snowy periods. Please observe this restriction.

**16. ARCHITECTURAL REVIEW COMMITTEE**

Any owner wishing to make a change to the exterior of their unit or structural component of their unit must submit an ARC application (available on the HOA's website) and obtain prior written approval. An application fee of \$250 is required for each application, and a performance deposit of \$1,000 may be required. See Design Criteria document for specific guidelines.

## **17. LANDSCAPING AND LANDSCAPE COMMITTEE**

We should all appreciate that water is a precious and expensive commodity in Park City. The Association's water bill has historically been one of the most expensive items in the budget. As such, every effort is made to be efficient with water usage and to maintain an effective balance between an attractive landscape and the appropriate amount of water needed. In addition, the Village is at an age where many of the plants and trees that were planted in the original design are dying off. Both of these items continually present challenges.

The Association has a Landscape Committee that is responsible for supervising the overall landscaping of the Village. Various factors are considered with special emphasis on:

- a. Minimizing the use of landscape material that requires excessive watering. The Landscape Committee encourages water-efficient landscaping and the Association may implement low water use on lawns during drought conditions.
- b. Maintaining the relationship between building structures and open spaces to create a pleasing concept that is appropriate to the surroundings and the natural environment.
- c. Maintaining appropriate protection against wildfires.
- d. Maintaining a consistent design throughout the Village.

Owners shall consult the Landscape Committee with any questions about the area around their unit.

Owners must seek approval of the Landscape Committee before making any changes to their private gardens, irrigation systems, or any other landscaping in the Village (including all trees and plantings around units and outside of private gardens). Owners shall submit a written proposal by email or the HOA portal to the Landscape Committee through the Property Management Company in advance of any proposed project. No action may take place until approval is granted by the Landscape Committee in writing. Due to the cost of maintaining the plantings in our community, owners are strongly

encouraged to add to existing foundation plantings as opposed to installing new landscape beds.

When the Landscape Committee is considering any significant alterations to the Common Area, they will attempt to discuss the change with all affected neighbors and consider their input prior to final approval. For example, for any new plantings, the Landscape Committee will consider the impact of those plantings on the views of the neighbor. However, the ultimate decision will rest solely with the Landscape Committee and the Board.

## **18. HOA MAINTENANCE SCHEDULE**

The Association has developed a process and schedule for maintenance of buildings and Common Areas and retains outside contractors to perform this work.

- a. The exterior wood areas of the buildings are painted as needed. Annually, the ARC inspects the property and identifies areas needing repair. As needed, the entire project is painted.
- b. Owners should arrange for the maintenance of the exterior wood decks approximately every two years or as needed. This usually includes power washing and re-staining. Approximately every five to seven years or as-needed, owners should consider a full restoration of their decks including sanding down to the raw wood and re-staining. After notice to owner and failure to remedy, the HOA may remedy the defect or omission at owner's expense.
- c. The rockery fascia is maintained by the Association on an as-needed basis. Any loose rockery should be reported to the Property Management Company.
- d. Owners are responsible for the operating aspects of the garage doors (e.g. broken springs and operators etc.), the periodic cleaning of the doors with soap and water, and the replacement of garage doors as necessary. Owners are responsible for repair damage to garage doors unless caused by an HOA contractor and the owner notifies the HOA as soon as possible. The Association is responsible to paint/refinish the garage doors as needed.

Owners should contact the Property Management Company when any of the following occurs:

- a. Leaks in the roof.
- b. Problems with the sprinkler system around a unit or in the Common Area.
- c. Outside lighting, including when the light sensor fails to turn off the lights in the morning.
- d. Problems with any sub-contractor including the gardener, lawn service, painters, roofers, etc.
- e. Damage to the interior of the unit caused by fire, water or smoke.
- f. Damage to the exterior of the unit, whatever the cause.

All written requests for changes to your unit described in the previous sections should be sent to the Property Management Company, who will forward it to the appropriate committee or to the Board.

#### **19. HEAT CABLE:**

Section 7.01 of the CC&R's of Four Lakes Village stipulate that the community (through the HOA) is collectively responsible for the maintenance of the roofs of the Living Units. To avoid unnecessary and burdensome costs being borne by the community under this obligation: 1) the HOA conducts regular preventative roof inspections in the winter and removes excessive accumulations of snow, ice, and icicles as advised by the HOA's roofing company, and, 2) the HOA encourages Owners to take additional preventative steps if their Living Unit may be susceptible to ice dams or have a history of ice dams. The generally accepted way of preventing ice dams is by the installation and effective operation of heat cable systems.

- a. To the extent an Owner elects to install heat cable systems on a Living Unit, such Owner is responsible for the installation, operation, maintenance, repair, and replacement of any and all heat cable systems for their individual roofs to prevent ice dams. All heat cable systems must conform to the HOA's specifications (available through Model HOA) and be approved by the Board or the ARC prior to

installation. Owners are responsible for any damage caused to roofs, Common Areas, or Limited Common Areas during the installation, maintenance, or replacement thereof. Owners shall keep the heat cable systems in good repair and working order and ensure that the heat cable systems are on at appropriate times.

- b. In order to protect the community from costly assessments to cover the costs of roof repairs due to recurring ice dams on a Living Unit, if an Owner: 1) has previously had ice dams in the same area of the roof which resulted in a leak and roof repairs performed by the HOA, and, 2) the Owner and the HOA were advised by the HOA's roofing company that heat cable systems are the best preventative action to mitigate potential similar occurrences, but the Owner fails to install heat cable systems, the HOA may hold the Owner responsible for roof repairs caused by recurring ice dams.

## **20. TENNIS/PICKLEBALL COURTS**

- c. Tennis and pickleball etiquette must be adhered to at all times. Owners, tenants and guests must not make unduly loud noises that may disturb the residents of the Village.
- d. Tennis/pickleball courts hours are 8:00 a.m. to 8:00 p.m. (or sunset, whichever comes sooner). No play on the courts shall be permitted outside of the designated hours of play.
- e. Owners/tenants are permitted to invite no more than four guests per unit at any one time to play on the tennis/pickleball courts and must be one of the players. The tennis/pickleball courts are not permitted to be used for play by outside groups.
- f. Courts are to remain locked when not in play and owners or their tenants are responsible for ensuring that the courts are locked after conclusion of play.
- g. If a court key is found in the possession of a non-owner/tenant, it may be confiscated and the offending owner/tenant may be denied access to the tennis/pickleball courts.

- h. Court play shall be limited to one hour if there are other owners/tenants waiting to play tennis or pickleball. If owners or tenants are utilizing more than one court with guests, they must relinquish the second court to the owner/tenant waiting to play.
- i. Players causing damage to the courts or equipment are liable for that damage and will be subject to repair and/or replacement costs as determined by the Board. Owners are responsible for the actions of their tenants and guests.
- j. Proper attire must be worn at all times by players on the courts, including court sneakers to protect the court surfaces.
- k. Children under 10 years of age are not allowed on the tennis or pickleball courts without a parent or supervising adult.
- l. Owners, tenants and guests must take all their belongings when leaving the court area and ensure that any trash is cleaned up prior to leaving the court after playing.
- m. Any instructional activity must be only at the initiation of an owner/tenant and the courts may not be used for instructional activities for guests without the owner/tenant participating.
- n. The use of roller skates, skateboards, rollerblades, bicycles or any other items not normally used for playing tennis/ pickleball are prohibited on the court.
- o. No dogs and other pets are permitted within the fenced areas of the tennis/pickleball courts at any time.
- p. Music is not permitted to be played at any time on the tennis/pickleball courts.
- q. Owners/tenants should ensure that their guests who are joining them on the tennis/pickleball courts do not park on the parking pads or in the street near and around the tennis/pickleball courts. Guests are encouraged to park in the owner's/tenant's driveway or in the street adjacent to that owner's/tenant's driveway. This practice helps to ensure the courts are used by invited individuals.

- r. It is the responsibility of every owner to apprise and ensure their tenants and guests know and abide by the tennis/pickleball courts rules.

By knowing both the rules and the etiquette required to utilize the tennis/pickleball court, each owner, tenant, and their guests can make it an enjoyable experience, as well as to ensure the quality of life of other Village residents is not unduly disrupted.

Penalties for infractions of the tennis/pickleball court rules, including suspension of court privileges, may be imposed upon the owner, whether the infractions are caused by the owner, their tenants or their guests.

## **21. POOL RULES**

- a. Please lock all gates after use and do not give the key to non-residents.
- b. Pool hours are 8:00 a.m. to 8:00 p.m. (or sunset, whichever occurs sooner).
- c. The pool is for the exclusive use of the owners and their visiting guests and tenants.
- d. The use of the pool facilities is at the swimmer's risk. There is no lifeguard on duty.
- e. Jumping or diving into the pool is not permitted.
- f. The pool gate must be secured at all times.
- g. No running, loud music, boisterous behavior, unnecessary noise or roughhousing is permitted at any time.
- h. The restrooms are to be locked after use.
- i. An adult must accompany children under 14 years of age.
- j. Glass containers are not allowed in the pool area.

- k. Rollerblades, roller skates, skateboards, or bicycles are not permitted in the pool areas.
- l. Proper swimwear is required in the pool area. Infants must wear swimming diapers.
- m. Dogs and other pets are not permitted in the pool area.
- n. The pool furniture must be kept in the pool enclosure.
- o. All persons using the pool area and washrooms should keep the areas clean by properly disposing of litter.
- p. Liquids or any type of soap are not permitted in the pool.

## 22. MAINTENANCE RESPONSIBILITY CHART

The following defines the responsible party for various maintenance items.

ITEM	HOA	OWNER	NOTES
A/C (pads & units)	X	X	HOA will paint, as needed, the enclosures for the A/C units; Owner is responsible for everything else. Requires ARC approval for outside location.
Address Numbers	X		
Attics		X	
Balconies		X	
Cable TV	X		The HOA provides basic cable; Owner must contract for expanded packages
Ceilings		X	
Common Area amenities (pool, tennis/pickleball courts, pool bathrooms, walks, etc.)	X		

Decks		X	Periodic maintenance required; Privacy walls on decks are separately addressed in this chart
Door hardware and doorbells		X	
Doors and frames – exterior		X	Requires ARC approval upon replacement
Doors and frames – interior		X	
Drains – interior		X	
Driveways	X		
Electrical wiring/panel in units		X	
Exterior wall finishes (Rock/Stucco/Siding, etc.)	X		
Fences (private backyard)		X	
Fences and gates around front patios		X	
Fireplaces, flues, & dryer vents – cleaning & repair		X	
Floor coverings		X	
Foundations – structural, cracks and cosmetic		X	
Furnaces		X	
Garage doors – replacement		X	Subject to ARC approval
Garage doors – openers, springs, hinges, parts		X	
Garage doors – damage repair		X	
Garage doors –painting, refinishing	X		
Gas Pipes (from the point of connection to meter)		X	
Heat tape/cable and associated electricity		X	
Hose bibs		X	
Hot water heaters		X	

Insurance coverage — HO6 Policy		X	\$50,000 deductible coverage
Insurance coverage – contents of units		X	
Insurance coverage – property (attached buildings, units, common amenities)	X		
Irrigation lines/heads — outside yard areas	X		
Landscape drains in Common Areas	X		
Landscaping	X	X	All Common Areas are maintained by the HOA. Owners are responsible for private flower beds and landscaping in fenced private yards and fenced private patios.
Light fixtures – exterior	X		
Lights – bulbs on all fixtures run by interior switches		X	
Lights – exterior bulbs located more than 12 feet in the air	X		
Lights – exterior bulbs on light sensors	X		Including light sensor
Limited Common Areas		X	Except for the HOA's responsibility relating to privacy walls on back decks (see below)
Mailboxes & Stands/Structures	X		HOA maintains the stands and mailboxes.
Paint – interior		X	
Patios		X	Periodic maintenance required
Phone lines		X	

Plumbing – Leaks, clogs, main line, valves, pressure regulator		X	From unit to meter
Plumbing – serving more than one 1 unit	X		
Porches		X	
Privacy walls on back decks	X	X	The HOA is responsible for painting non-modified portions of privacy walls; Owners are responsible for all other aspects of privacy walls. Owners who share a privacy wall shall equally share the maintenance/repair/replacement costs.
Rain gutters and downspouts -- installation		X	
Rain gutters and downspouts – repair, replacement, and cleaning	X		
Roofs – repair and replacement	X		
Satellite TV dishes		X	Requires ARC approval for outside location
Screen doors and storm doors		X	Color must be similar to unit
Sewer pipes – serving single unit		X	
Shared interior walls		X	Costs to be equally shared by the owners who share the interior wall
Sidewalks and paths on Common Areas	X		
Skylights		X	Requires ARC approval for installation

Sliding Glass Doors		X	
Snow Removal – back decks		X	
Snow Removal – Driveways, streets, walkways to front entrance of units, and sidewalks	X		
Soffits and fascia	X		
Storage areas (private)		X	
Storm drains	X		
Streets	X		
Sump pumps		X	
Trash		X	
Utility lines that serve more than one 1 unit	X		
Utility lines that serve only 1 unit		X	
Vent covers – exterior	X	X	HOA paints; Owners are responsible for everything else; ARC approval needed for new vents or replacing vent cover
Walkways from driveway to front entrance of unit	X		
Water – Common Area landscape	X		
Water – Culinary and flower pots		X	
Water pipes – from point of connection to unit		X	
Weatherstripping		X	
Windows – Glass, Screens, frames, boxes		X	Subject to ARC approval upon replacement

### **23. Procedures for Candidates for Board Member Elections**

At least forty (40) but no more than seventy (70) days before the election of Board Members shall be held, the Association shall notify the owners of the election, of the number of upcoming Board Member vacancies that will be filled at the election, and shall provide an application (the "Application") to owners to become a candidate for the upcoming election.

All candidates must meet the following criteria:

- a. Each candidate must be an owner or the spouse of an owner in the Village;
- b. Each candidate (or the spouse of the candidate, if the candidate is a spouse of an owner) must be current in the payment of all assessments;
- c. Each candidate must agree to serve on the Board and commit to attend Board meetings;
- d. Each candidate must agree to serve on a committee (i.e., ARC, landscaping) or to serve as an officer of the Association (i.e., president, secretary, treasurer), or both if and as needed;
- e. Each candidate must submit a candidate statement to be distributed to the owners; and,
- f. Each candidate must submit an endorsement of his or her candidacy from at least one owner (other than the candidate or the spouse of the candidate) in the Village.

The Application shall be in the same or similar form as the attached Exhibit A. The Application shall include the deadline (the "Deadline") by which the Application, the candidate statement, and the endorsement(s) must be submitted to the Property Management Company. If the potential candidate's Application, candidate statement, and endorsement(s) are not received by the Property Management Company by the Deadline, the potential candidate will not be placed on the ballot. The Deadline shall be at least twenty (20) days after the Application is sent to owners.

After the Deadline has passed, the Board or the Property Management Company shall finalize the candidate list and shall prepare the ballots. All potential candidates who meet the above- referenced qualifications and who have submitted the Application, the candidate statement, and the endorsement(s) by the Deadline shall be included as candidates on the ballots. The Board shall have the authority to verify that any candidate meets the above-referenced qualifications. The Board may also endorse one or more candidates.

The candidate statements shall be distributed to the owners either with the ballots or prior to the distribution of the ballots.

The candidates who receive the greatest number of votes shall be elected to the Board. Voting may take place electronically or by written ballot, pursuant to the Bylaws and Utah law.

# EXHIBIT A

## Four Lakes Village Homeowners Association

### BOARD MEMBER CANDIDATE APPLICATION

I, \_\_\_\_\_, desire to become a candidate for the upcoming Board Member election. I hereby certify the following:

- (1) I am an Owner or the spouse of an Owner in Four Lakes;
- (2) I (or my spouse, if I am the spouse of an Owner) am current in the payment of all assessments;
- (3) I agree to serve on the Board and commit to attend Board meetings;
- (4) I agree to serve on a Four Lakes committee (i.e., architectural review, landscaping) or to serve as an officer of the Association (i.e., president, secretary, treasurer), or both if and as needed;
- (5) Along with this application, I am submitting my candidate statement to be distributed to the Owners; and,
- (6) Along with this application, I am submitting an endorsement of my candidacy from at least one Owner (other than myself or my spouse) in Four Lakes.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address at Four Lakes

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*This application along with the candidate statement and the endorsement(s) shall be submitted to the Property Manager by \_\_\_\_\_, 20\_\_\_. If the application, candidate statement, and endorsement(s) are not received by the Property Manager by this date, the potential candidate will not be placed on the ballot.*