

HOMEOWNERS PACKET

for
Castlebrook Homeowners Association
Provo, UT 84601

Contents:

- General Information
- Rules & Regulations
- Pool Rules
- Occupant Information Sheet

Please read through the information and fill out the occupant information sheet.

CASTLEBROOK HOMEOWNERS ASSOCIATION RESIDENT INFORMATION

Castlebrook is an Incorporated Condominium. The governing body is the Management Committee (Homeowners Association Board), which includes five (5) owners. The Management Committee hires a management team to conduct its affairs.

GENERAL INFORMATION

The Castle is located in the center of the complex near the swimming pool. The management office is in the basement of the Castle and can be accessed through the use of the pool key.

The current Management Committee is:

President – Dan Smyth (1444)	371-0354
Vice President – Russell Fawcett (1404)	
Treasurer –	
Secretary – Kevin Curry (1432)	
Board member – Crystal Wooding (1462)	

The management team consists of:

Kelly Marsh (Maintenance, Repairs, Grounds, Emergencies, and General Office)	
Castle phone	373-1219
Email	castlebrookHOA1@msn.com
Emergency	362-2988
Jeff Dalebout (Finances)	
Phone	805-6684
Email	castlebrook@daletax.com

EMERGENCIES

The following problems are considered emergencies and you may contact any board member if it is after hours:

backed up sewer, flood, power outage, or no heat (loss of A/C is not considered an emergency)

If you have any other problem and it is after hours please leave a message at the office. These messages are checked frequently and management will return your call as soon as they can.

CORRESPONDENCE AND DUES

All correspondence and dues are to be sent to:

Castlebrook Condominiums
PO Box 1385
Provo, UT 84603-1385

, or dropped off at the Management Office (envelope slot available when management not there).

The Castle address is 1439 Arthur Dr. and the office phone is 373-1219.

The dues are due by the 20th of each month. If they are received after the 20th, then you will not receive the \$20 discount. If you need to make special arrangements please contact the office.

MAILBOXES

If you lose your mailbox key, or you need a new key, contact the Provo Post Office. If you find a key with a tag on it in your mailbox, this indicates that there is a parcel for you in one of the adjacent, large parcel containers. Please retrieve your parcel as soon as possible. The key will remain in the lock.

LAUNDRY ROOMS

The laundry equipment belongs to Dahl Distributing. The association is responsible for keeping the rooms cleaned. These rooms are for your use. Please help keep the laundry rooms clean. If your laundry is left in the washers or dryers for more than 24 hours, your clothes will be removed so that someone else may use the machines. If clothes are removed by the management, they will be taken to the Castle and kept for one week, after which they will be taken and donated to Deseret Industries. Common courtesy should prevail.

Laundry room doors and windows **MUST** remain closed during freezing weather to prevent the washing machines and pipes from breaking. If there is a problem with a washing machine or dryer, please call:

Dahl Distributing377-3815.

COMMON PROBLEMS

DAMAGE

Residents are responsible for any damage created by themselves, their children, or their guests. Please do not litter, use marking chalk, or damage trees, sod, shrubs, or flowers. Altering, adjusting, or damaging the buildings or their mechanical systems constitutes damage. Each resident is responsible for keeping the drain in the entry way and patio of the unit clear of any debris so as to allow for optimal water drainage.

SPEED LIMIT

The speed limit on the streets within Castlebrook Condominiums is 5 MPH. Please observe this speed limit. There are many children around the complex and none of them should have to be harmed by haste.

PARKING SPACES

There are two (2) assigned parking spaces for each unit. Please leave at least two (2) feet between car bumpers and the curb during winter months to allow for the snow plow to clear the sidewalks. Please respect others by not using your neighbor's reserved spaces. Ask your guests to please park in designated spots along the fences. If you would like to rent a parking space from another owner, you can contact the Management Committee with your request.

DUMPSTERS

If the trash dumpster nearest you is full, please carry your garbage to the next available dumpster. Leaving debris on the ground beside the dumpster is considered littering. If you observe use of the dumpsters by non-residents, please report this to the management committee immediately.

SOLICITING

No soliciting of any kind is allowed within Castlebrook. If someone comes to your door with this intent, please notify them of the policy here at Castlebrook and ask them to leave the premises.

ENERGY CONSERVATION

Utilities are common at Castlebrook and thus conservation is very important. Water consumption should be kept to a minimum. Showerheads should use less than 2.75 GPM and faucet aerators should use 2.5 GPM or less. Windows must remain closed during the heating and cooling seasons if your cooling/heating system is operating.

AIR CONDITIONING AND HEATING SYSTEMS

The air conditioning and heating systems here at Castlebrook are non-traditional. For information concerning how this system works, contact the Management Committee for a copy of the User's Manual.

CASTLEBROOK HOMEOWNERS ASSOCIATION
1439 Arthur Dr.
Provo, UT 84601-1357

RULES AND REGULATIONS

The following Rules and Regulations have been adopted by the Management Committee pursuant to authority granted it by the Declaration and By-Laws. The Rules and Regulations shall be applicable to and binding upon all Unit Owners, their family, tenants, guests, and invitees until modified in writing.

I. GENERAL

1. Authority: The Castlebrook Condominium Homeowners Association, acting through its Management Committee, has adopted the following Rules and Regulations, as a whole being considered Regulations. These Regulations may be amended from time to time by resolution of the Management Committee.
2. Unit Owners: Wherever in these Regulations reference is made to Unit Owners, such term shall mean the owner of any unit, his family, tenants (whether or not in residence) servants, employees, agents, visitors, guests, invitees or licensees of such unit owner.
3. Association: Wherever in these Regulations reference is made to the Association, such reference shall include the Castlebrook Homeowners Association, and the Management Committee, or Managing Agent, when they are acting on behalf of the Association.
4. Applicability of Rules and Regulations: The Unit Owners shall be bound by and comply with all the Regulations herein after set forth governing the common walls, buildings, public halls, patios, balconies, drives, recreational areas, grounds, parking areas, and any other appurtenances, and the use thereof.
5. Amendments: The Association reserves the right to alter, amend, modify, repeal or revoke not only these Regulations but also any consent or approval given hereunder at any time by resolution of the Association or the Management Committee.
6. Conflict: In the event of any conflict, inconsistency, or incongruity between the provisions of these Regulations and any of the provisions of the Act, the Declaration, or By-Laws, the provisions of the Act, Declaration and By-Laws shall in all respects govern and control.
7. Regulations not Limitation on Authority: The following Regulations are set forth by way of explanation not limitation, and as authorized in the Declaration, particularly Declaration, Article VII, Sec. 7.5, the Management Committee reserves the to impose fines for violations which are not specifically mentioned as being subject to fine as outlined in these Regulations in order to insure the project is maintained and used in a manner consistent with the interests of the unit owners.

II. RESTRICTIONS ON USE

8. Occupancy: Each of the Units in the Project is intended to be used for single family residential housing and is restricted to such use. For purposes of this section, "family" shall mean (1) a group of natural persons related to each other by blood or legally related to each other by marriage or adoption of not more than four

at time of occupancy, or (2) a group of not more than three (3) persons not also related, inclusive of their domestic servant, who maintain a common household in a unit.

9. Obstructions: There shall be no obstruction of the common elements or common areas.
10. Storage of Property: Nothing shall be stored on the common elements without prior consent of the Association.
11. Decoration of Common Areas: Neither the Castle nor any common area shall be decorated or furnished by any unit owner or resident in any manner.
12. Cancellation of Insurance: Nothing shall be done or kept in any of the common elements which will increase the rate of insurance for the building or contents thereof applicable for residential use without the prior written consent of the Management Committee. No Unit Owner shall permit anything to be done or kept in his unit or on the common elements which will result in the cancellation of insurance on the building or contents thereof which would be in violation of any public law, ordinance, or regulation. No gasoline or other explosive or inflammable material may be kept in any unit or storage area. No waste shall be committed on the common elements. Storage or use of flame producing apparatus such as but not limited to, kerosene heaters or open fires, are forbidden. Material violations of fire code may necessitate the imposition of citations and fines by the Management Committee.
13. Waterbeds: Waterbed owners are fully responsible for personal injuries or property damage caused by or arising from their waterbed.
14. Common Areas: Except in the recreational areas designated as such by the Management Committee, no playing or lounging shall be permitted, nor shall baby carriages, velocipedes, bicycles, playpens, wagons. Toys, benches, chairs or other articles of personal property be left unattended in common areas, parking areas, sidewalks, lawns or elsewhere on the common elements. Items left on the common area will be removed by the Management, kept for one week, and then donated to Deseret Industries.
15. Water and Sewer: The toilets and other water and sewer apparatus shall be used only for the purposes designed, and no sweepings, matches, rags, ashes, or other improper articles, such as tampons, disposable diapers, paper towels or sanitary napkins shall be thrown therein. The cost of repairing any damage resulting from misuse of any such apparatus shall be borne by the Unit Owners/residents causing such damage.
16. Maintenance: Each owner shall keep the interior of his Unit, including without limitation, interior walls, doors, windows, screens, draperies, ceilings, floors, and permanent fixtures and appurtenances thereto, in a clean and sanitary condition and in a good state of repair. In the event that any such Unit shall develop an unclean or unsanitary condition or fall into a state of disrepair, and in the event that the Owner of such Unit shall fail to meet such condition or state of disrepair promptly following written notice from the Association, the Association shall have the right, at the expense of the Owner and without liability to the Owner for trespass or otherwise, to enter said Unit and correct or eliminate said unsanitary or unclean condition or state of disrepair; provided, however, that the Association shall in no event have the obligation to correct or eliminate any such condition or state of disrepair.
17. Structural Damage: Nothing shall be done in any unit or on the common elements which may impair the structural integrity of the building or which may structurally change the building, nor shall anything be altered or constructed on or removed from the common elements, except upon the prior written consent of the Management Committee.
18. Nuisances: No noxious or offensive activity shall be carried on in any unit or on the common elements, nor shall anything be done therein which may be or become an annoyance or nuisance to the other Unit Owners or residents. No Unit resident shall make or permit any disturbing noises in the building or do or permit anything which will interfere with the rights, comforts, or convenience of other Unit residents. All Unit residents shall keep the volume of any radio, television, or musical instrument in their units sufficiently

reduced, so as not to disturb other unit residents. Despite such reduced volume, no unit owner/resident shall operate or permit to be operated any such sound producing devices in a unit between the hours of ten o'clock p.m., and the following eight o'clock a.m. if such operation shall disturb or annoy other occupants. This includes but is not limited to motor vehicles with or without defective mufflers, or with modified exhaust systems, late parties, loud or noisy parades, and the use of a frisbee, any balls, or other projectiles on the Common Areas. No activity of any kind will be permitted on shed roofs or the main building roofs. Social activities, other than those conducted within the confines of a unit, require written consent and arrangements from the managing agent under the direction of the Management committee.

Additionally, smoking of any kind shall be restricted on Castlebrook property except that these acts shall occur within five (5) feet of the large, Castlebrook garbage bins, which are placed periodically around the perimeter of the complex. Violation of the smoking law will result in the following actions:

- a) The person in violation will be warned once either verbally or by a written form. This warning will constitute the only warning given for the Unit with which the person in violation is associated.
- b) If a person who is associated with a Unit that has been previously warned concerning this law is found in violation of this law, then a fine in the amount of \$50 per offense will be charged to the Unit Owner responsible for the aforementioned Unit.

19. Signs: No industry, business, trade, occupation, political, or professional signs of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, exploitation, or otherwise, shall be maintained or permitted on any part of the Condominium nor shall any "For Sale," "For Rent" or "For Lease" signs or other window displays or advertising be maintained or permitted on any part of the Condominium or in any Unit, nor shall any Unit be used or rented for transient, hotel, or motel purposes. The right is reserved by the Owner and the Management Committee or the Managing Agent, to place "For Sale," "For Rent," or "For Lease." Signs on any unsold or unoccupied units, and the right is hereby given to any Mortgagee who may become the owner of any unit to place such signs on, any unit owned by such Mortgagee, but in any event, any sign must be posted in unit windows. Managing Agent will install any signs that cannot be installed in windows.
20. Curtains, Draperies, Blinds, and Storm Doors: Draperies, curtains or Venetian blinds must be installed by each Unit Owner on all windows of his unit and must be so maintained thereon at all times. All window coverings, levelors, shades, blinds, or the like shall be solid light color with no obvious print or pattern as seen from the exterior of the building. Any tint on windows must not have a mirror-like finish. Use of aluminum foil in windows is prohibited. Storm doors and patio gates will be uniform in design and color and subject to Management Committee approval.
21. Displays or Modifications: No Unit Residents shall cause or permit anything to be hung, displayed or exposed on the exterior of a unit or common elements appurtenant thereto, whether through or upon windows, doors or masonry of such unit. The prohibition herein includes without limitation laundry, clothing, rugs, signs, trellises, awnings, canopies, shutters, radio or television antennas or any other items. Under no circumstances shall any air conditioning apparatus, television or radio antennas or other items be installed by the Unit Owner beyond the boundaries of his unit. No clothes line, clothes rack or any other device may be used to hang any items on any window nor may such devices be used anywhere on the common elements. Balconies and patios shall not be used as storage areas. No balcony or patio shall be enclosed or covered by a unit owner or resident
22. Lawful Purpose: No unit shall be used for any unlawful purpose and no Unit Owner or resident shall do or permit any unlawful act in or upon his unit.
23. Use of Electrical Elements: No common electrical outlet may be used for heating or cooling of a private nature, or the like, without the prior authorization of the Management Committee.
24. Commercial Uses: No commerce, industry, business, trade, occupation, or profession of any kind shall be conducted, maintained, or permitted on the Property, or any part thereof. Nothing in this Section shall be

construed to prevent or prohibit a Unit Owner from maintaining his professional personal library, or keeping his personal business or professional records or accounts, or handling his personal business or professional telephone calls, or conferring with business or professional associates, clients, or customers in his Unit.

25. Energy Conservation: No Unit Resident shall maintain his Unit so as to waste electrical or gas energy. All Unit Residents shall close and keep closed all windows and doors to conserve heat in the winter and to conserve cool air in the summer. Leaking faucets/valves/pipes should be repaired immediately.
26. Violation of Use Restrictions: For each violation of the use restrictions set forth herein within any given calendar year, the violators shall receive, after due notice and hearing, the following charges:
 - a) First Offense: Verbal/Written warning by the Managing Committee.
 - b) Second Offense: Written warning by the Managing Committee. Consequences of further abuse will be noted.
 - c) Third Offense: \$50 assessment per day for five working days. After such time the Management Committee will take legal action.
27. Notices and Hearings on Alleged Violations: Violations of use restrictions shall be handled in accordance with the section on Notice of Violation set forth below.

III. PET RULES

28. The restriction and regulation of pets within Castlebrook Condominium shall be dictated by the current Provo City Animal Control laws, and enforced by the Castlebrook Homeowners Association through the Manager of the complex. Additional restrictions include:
 - a) The Castlebrook Home Owner's Association will keep a current list of dog breeds that will be restricted, and all dogs weighing over 50 pounds will be restricted.
 - b) Every dog must be licensed with Provo City.
 - c) Every dog and every cat must be vaccinated.
 - d) Every dog and every cat must be registered with the Castlebrook Home Owner's Association.

Violation of these laws will result in the following actions:

 - a) Two written warnings will be given to the Unit Owner in possession of the animal for the first two offenses.
 - b) On the third offense, the Unit Owner will be given five (5) days to remove the animal from Castlebrook property.
 - c) If after the allotted five (5) days the animal has not been removed from the property, the Unit Owner will be found in violation of the by-laws and fined in the amount of \$50 per day for the next five (5) days in which the animal stays on the property
 - d) If after the second five (5) day period the animal has not been removed from the property, the Castlebrook Home Owner's Association will take legal action to have the animal removed from Castlebrook property, collecting any and all legal fees incurred by the Castlebrook Home Owner's Association from the Unit Owner in violation.
29. Hearings on Alleged Violations: Notices and hearings on all alleged violations of pet rules shall be dealt with in accordance with the section on Notice of Violation set forth below.

IV. PARKING AND STORAGE

30. Storage of Personal Property: All personal property placed in any portion of the building or any other place appurtenant thereto, including without limitation the storage areas, shall be the sole risk of the Unit Owner and the Association shall in no event be liable for the loss, destruction, theft, or damage to such property.
31. Indemnity of Association: Should an employee of the Association at the request of the Unit Resident move, park, or drive any automobile placed in the parking areas, then and in every such case, such

employee shall be deemed the agent of the Unit Owner. The Association shall not be liable for any loss, damage, or expense that may be suffered or sustained in connection therewith.

32. Parking Areas: Each unit has two assigned parking spaces. No buses, trucks, trailers, boats, recreation, or commercial vehicles other than unit resident's regular family transportation vehicles shall be parked in the parking areas or in driveways for more than twenty-four (24) hours, and in no case shall such vehicle be parked in stalls other than those assigned to unit resident. All vehicles must have current license plates and be in operating condition. No vehicles shall be parked on the Condominium with conspicuous "For Sale" signs attached. All vehicles must fit within the parking space assigned for each unit. Unit Residents with more than two (2) motor vehicles are not permitted to park extra motor vehicles on the street or in guest parking, but may contact the Management Committee to possibly rent the parking space of another Unit Owner.
33. Towing of Illegally Parked Vehicles: Unit Residents shall observe and abide by all parking and traffic regulations as posted by the Association or by municipal authorities. Vehicles parked in violation of any such regulations may be towed away at the vehicle owner's sole risk and expense by the Management Committee, but not by any Unit Owner unless said illegally parked vehicle is parked within their parking stalls. Since there is only limited parking, unit residents are to park only in their assigned parking spaces. Failure to obey posted signs constitutes violation of this section. Guest parking is designated by signs on perimeters. Residents are responsible for guests parking in appropriate areas.
34. Repairs of Motor Vehicles: In no case shall the common areas, or any part thereof, or any parking stall be used to make oil changes on motor vehicles or to conduct repairs involving leakage or spillage of oil or other fluids, or otherwise the defacing or threatening to deface any area of the complex, and which render the motor vehicle inoperative for a period of more than forty-eight (48) hours. No car shall be left unattended on blocks for any period of time.
35. Obstructions: Parking so as to block sidewalks or driveways shall not be permitted. If any vehicle owned or operated by a Unit resident shall be illegally parked or abandoned on the Condominium, the Association shall be held harmless by such Unit resident for any and all damages or losses that may ensue, or any and all rights in connection therewith that the owner or driver may have under the provisions of state or local laws and ordinances are hereby expressly waived. The Unit resident shall indemnify the Association against any liability which may be imposed on the Association as a result of such illegal parking or abandonment and any consequences thereof. Car bumpers shall not extend over the sidewalks. No motorized vehicle shall be operated on any sidewalk or grass.
36. Citations: The Association and Management Committee shall have authority to issue citations to unit owners, occupants, guests, and invitees for parking and traffic violations.
37. Violation of Parking and Storage: If a Unit Owner/resident is in violation of this section, he shall receive, after due notice and hearing, the following charges:
 - a) First Offense: Verbal/written warning by Management Committee.
 - b) Second Offense: Written Warning by the Management Committee. Consequences of further abuses will be noted.
 - c) Third Offense: \$50.00 assessment per day for five working days, after which the Management Committee will take legal action.
38. Hearing on Alleged Violations: Notices and hearings on alleged violations of parking and storage shall be dealt with in accordance with the section on Notice of Violation set forth below.

V. ENTRY INTO UNITS

39. Master Key System: The Association or Managing Agent shall not cause a master key system to be used for units in the condominium.

40. Inspections: The agents of the Management Committee or the Managing Agent, and any contractor or workman authorized by the Management Committee or the Managing Agent, may enter any room or unit in the building at any reasonable hour of the day (except in case of emergency in which case entry may be immediate) for the purpose of exercising and discharging their respective powers and responsibilities, including without limitation inspecting such unit for the presence of any vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects, or other pests.
41. Packages, Keys, or Other Articles: Employees and agents of the Association are not authorized to accept packages, keys, money (except for Condominium Dues and assessments) or articles of any description from or for the benefit of the unit resident. If packages, keys (whether for a unit or an automobile), money or articles of any description are left with the employees or agents of the Association, the Unit resident assumes the sole risk therefore and the unit resident, not the Association, shall be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith. The Association does not assume any responsibility for loss or damage in such cases.

VI. RECREATIONAL FACILITIES

42. Users Assume the Risk: All persons using any of the recreational facilities do so at their own risk and sole responsibility. The Association does not assume responsibility for any occurrence, accident, or injury in connection with such use. No unit owner shall make any claim against the Association, its servants, agents, or employees, for or on account of any loss or damage to life, limb, or property sustained as a result of or in connection with any such use of any of the recreational facilities. Each unit resident shall hold the Association harmless from any and all liabilities and any action of whatsoever nature by any tenants, guests, invitee, or licensees of such unit resident growing out of the use of the recreational facilities, except where such loss, injury, or damage can be clearly proved to have resulted from and been proximately caused by the direct negligence of the Association or its agents, servants, or employees in the operation, care or maintenance of such facilities.
43. Pool and Park Gate Keys: Each unit may have one key to the pool for the residents use thereof. No more than two guests are permitted in the pool and resident must be with the guests. Keys are issued by the Manager upon receipt of a ten dollar (\$10) refundable deposit. Cost of replacing a lost key is \$10. Keys are non-transferable and must be returned to the Managing Agent upon vacating the premises. Keys are the property of Castlebrook and not individual owners or renters. The park is Provo City property. Anyone using Castlebrook keys to enter the park is subject to city regulations. The gate must be kept closed and locked at all times and cannot be propped open. There is ample community parking across the river. The key must be returned upon demand by the Managing Agent. Climbing over the fence is prohibited.
44. Swimming Pool, Castle, Rest Rooms, and Saunas : In addition to these Regulations, each Unit resident shall be bound by and abide by the separate posted Rules and Regulations governing the swimming pool, Castle, rest rooms, and saunas.
45. Damage: Any damage to the buildings, recreational facilities, or other common elements or equipment caused by a resident or guest shall be repaired at the expense of the resident or guest.

VII. SUSPENSION OF RIGHT TO USE RECREATIONAL FACILITIES

46. Denial of Right to Use Facilities: In addition to all other rights which the Management Committee has for non-payment of assessments or misuse of facilities, the Management Committee shall have the right to bar the unit resident use of the recreational facilities for failure to make payment of any assessments or fee due as provided for in the Declaration or By-Laws of the Condominium.
47. Hearings on Alleged Violations: Notices and hearings on alleged violations of Suspension of Right to Use Recreation Facilities shall be dealt with in accordance with the section of the Notice of Violations set forth below.

VIII. MOVING.

48. Moving: Move-ins and Move-outs are restricted to the hours between 9:00 a.m. and 9:00 p.m., seven (7) days a week.

IX. CONSIDERATION IN USE OF UNITS

49. Proper Attire: All persons shall be properly attired when appearing in the swimming pool, Castle, laundry rooms, and any other common areas.
50. Laundry Rooms: Unit residents are cautioned against excessive use of soaps and other detergents in appliances or plumbing apparatus which may cause overflow of suds in any unit or in any central waste disposal system. Residents are responsible to keep the laundry rooms clean and dry. Any malfunctioning of equipment must be reported to the telephone number on the wall. Use of laundry room facilities is at users risk. The Association cannot be held responsible for accidents.
51. Modification of Common Areas: The planting or removal of plants, flowers, trees, shrubbery of any type is prohibited anywhere on the common elements without the prior written consent of the Management Committee. No fences may be erected around or upon the common elements.
52. Solicitors: Solicitors are not permitted in the Condominium complex. If any unit resident is contacted by a solicitor on the property, the Managing Agent should be notified immediately.
53. Electronic Equipment: All radio, television or other electrical equipment of any kind or nature installed or used in any unit shall fully comply with all rules, regulations, requirements, or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction, and the unit resident alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in such unit.
54. Installation of Appliances: The installation of additional major appliances in any unit is prohibited. Such prohibited appliances include, but are not limited to: washing machines, dryers, electric ranges, window air conditioners, and electric heaters. Replacement of existing major appliances with comparable equipment is permitted subject to the prior written approval of the Management Committee. Hot tubs are expressly forbidden.
55. Assessment for Excessive Energy Use: The owner of any appliance using greater amounts of electricity than the standard appliances originally placed in the units will be assessed a greater equitable additional utility assessment. The cost of this assessment will be determined by Provo City and Mountain Fuel rates. This assessment will be paid by January 5 of a new year or any part thereof without discount. These appliances include, but are not limited to: freezers and frost free refrigerators.
56. Patios and Stoops: All garbage and trash must be placed in the proper receptacles designated for refuse collection and no garbage or trash shall be placed elsewhere on any common element, balcony, patio, or stoop. Patio and stoop drains will be kept clear of debris and snow and ice at all times by the resident.

X. NON-OWNER OCCUPANTS (RENTERS, TENANTS, AND LESSEES)

57. Material Violations by Tenants; Procedure: In the event a Tenant is in material violation of the Act, Declaration, By-Laws, or these Regulations, and has failed to cure the same within five (5) days after written notice thereof, the Management Committee shall mail a notice to the unit owner. The notice shall specify:
 - a) the fact that the Tenant is in violation

- b) the action required to cure the default
- c) a date, not less than five (5) days from the date the notice is mailed to the unit owner, by which such default must be cured
- d) a date, not less than ten (10) days from the date the notice is mailed to the owner, by which, if such default is not cured, a lawsuit must be commenced to evict the Tenant, to regain possession of the premises, or to enjoin the offensive conduct, and
- e) that failure to take the required action on or before the dates specified in the notice may result in the Association exercising its option to act as the attorney in fact for the Unit Owner to evict the Tenant, regain possession of the premises for the unit owner, or enjoin the offensive conduct. The notice shall further inform the Unit Owner that he shall be obligated to pay any attorney's fees and court costs incurred by the Association while acting in its capacity as his attorney in fact

58. Notice: Notice shall be effective upon mailing by regular mail, postage prepaid, to Tenant or Unit Owner at their last known address.

59. Damages: Because it would be unfair for all Unit Owner/residents to pay for the damage of any unit, common area, or recreational facility caused by another, each unit resident is personally responsible for any damage caused by family, guests, invitees, or pets.

60. Alleged Violations, Notice, and Hearings: For each alleged violation of the Act, Declaration, By-Law, or these Regulations, the Association shall follow the following procedure:

- a) Notice of Violation: The Unit Owner or Tenant shall receive notice of the alleged violation. Notice shall be effective upon mailing by regular mail, postage prepaid, to Resident or Unit Owner at their last known address.

CASTLEBROOK HOMEOWNERS COMMITTEE

Accepted: April 9, 1987

Revised: Dec 1, 1989

Revised: Sept 12, 2006

CASTLEBROOK POOL RULES

1. SHOWER WITH SOAP BEFORE ENTERING POOL. SHOWER OFF TANNING OILS EACH TIME BEFORE ENTERING POOL.
2. NO FOOD, DRINKS, ALCOHOL OR SMOKING. NO GLASS CONTAINERS.
3. NO RADIOS, STEREOS OR MUSIC OF ANY KIND.
4. NO SCREAMING, YELLING, OR LOUD NOISES.
5. GENERAL POOL HOURS 9:00 AM TO 9:00 PM DAILY. POOL IS ALSO OPEN FOR **ADULTS ONLY** FROM 9:00 PM TO 10:00 PM DAILY. ANY ABUSE OF POOL RULES AFTER 9:00 PM WILL RESULT IN THIS OPTION BEING REMOVED.
6. STATE LAW REQUIRES THAT NO CHILD UNDER THE AGE OF 14 MAY ENTER THE POOL AREA WITHOUT SUPERVISION BY AN ADULT.
7. DIAPER AGED CHILDREN MUST WEAR LEG AND WAIST TIGHT RUBBER PANTS WHILE IN THE POOL.
8. NO RUNNING, PUSHING, OR ROUGH PLAY IN OR AROUND THE POOL.
9. PLEASE SUPERVISE YOUR CHILDREN'S USE OF THE RESTROOMS.
10. YOU ARE RESPONSIBLE FOR YOUR CHILDREN. CASTLEBROOK DOES NOT PROVIDE LIFEGUARDS OR ANY SUPERVISION. YOUR CHILDREN MUST BE TAUGHT TO RESPECT OTHERS WHILE USING THE POOL OR THEY WILL BE ASKED TO LEAVE AND YOUR KEY FORFEITED.
11. THE SAUNAS ARE CLOSED.
12. EACH UNIT IS ISSUED A POOL KEY. IT IS NOT TO BE GIVEN TO NON-RESIDENTS. KEYS MAY BE OBTAINED FROM THE MANAGER FOR A REFUNDABLE \$10 DEPOSIT. YOU WILL BE REQUIRED TO SIGN A LIABILITY WAIVER WHEN RECEIVING A KEY. KEYS MUST BE SHOWN AT THE POOL UPON REQUEST AND VIOLATIONS OF THE RULES WILL RESULT IMMEDIATE FORFEITURE OF YOUR KEY.
13. ONLY TWO GUESTS ARE ALLOWED PER UNIT AT ONE TIME. GUESTS MUST BE ACCOMPANIED BY AN ADULT RESIDENT AT ALL TIMES.
14. FENCE IUMPING WILL RESULT INTHE FORFEITURE OF YOUR KEY.
15. WHEN THE POOL IS LOCKED DURING THE DAY (PADLOCKS) THE POOL IS CLOSED TO SWIMMING. IT MEANS THAT SOMETHING IS WRONG WITH THE SYSTEM OR THE CHLMISTRY IS OUT OF BALANCE AND DANGEROUS TO SWIM IN.
16. ACTIVITY IN THE POOL AREA AFTER HOURS CONSTITUTES TRESPASS AND THE POLICE WILL BE CALLED TO REMOVE INTRUDERS.
17. TAMPERING WITH ANY SAFETY DEVICES (INCLUDING THE LIFE RING & ROPES) OR THE MECHANICAL WORKINGS OF THE POOL WILL RESULT IN FORFEITURE OF YOUR KEY AND THE RIGHT TO USE THE POOL.