

**ZION SUMMIT OWNERS ASSOCIATION
RULES AND REGULATIONS
REVISED 12/17/2015**

NOTES

1. Changes made to the prior revision will be bold *italics* and highlighted in yellow

REVISION HISTORY

Original creation date is unknown

2/?/2003

- No details were provided

7/27/2004

- No details were provided

1/31/2013 by Glenn Kirk

- Converted to a computer file.
- Added the Table of Contents
- Changed the format to indented numbers to facilitate using the document
- Made changes to some rules and regulations
- Incorporated the Exhibits into the formal document. This puts the Exhibits under revision control to avoid confusion.

2/15/2013 by Glenn D Kirk

- Sections changed.
 - 2.3.1.2 through 2.3.1.4
 - 2.3.2.1 and 2.3.2.2
 - 2.3.8
 - 2.3.10.1 through 2.3.10.3
 - 2.3.11.1
 - 2.3.14
 - 2.3.18
 - 2.4.2.2
 - 4.3 This is a summary of section 2.3

3/9/2015 by Glenn Kirk

- The name of the document was changed to “Zion Summit Owners Association Rules and Regulations”
- For consistency and clarification, all occurrences of the word “lockers” were changed to “bays”.
- Sections Changed
 - 2.1.3.1
 - 2.2.2
 - 2.8.8
 - 2.3.1
 - 2.10.1
 - 2.17.4.1
 - 3.3.2.2
 - 3.3.4
 - 3.3.7.1

- 3.3.8
- 3.4.1.2.3
- 3.4.2.1
- 3.5.1
- 3.5.4
- Sections added
 - 1.1
 - 2.15.7
 - 3.3.3
- Sections deleted
 - 2.1.3.1.1
 - 3.3.1.3
 - 3.3.16
 - 3.4.1.5.2
 - Pool Rules exhibit attached to the end of the Rules and Regulations

7/16/2015 By Glenn Kirk

This section was relocated to place it in chronological order of the revision date

- Make corrections to the numbering in the body of the document
 - The TABLE OF CONTENTS SECTION is correct
 - The body of the document had numbering errors. The following changes are made in the 7/16/2015 Revision
 - GENERAL RULES becomes section 2.
 - A RULE FOR SPECIFIC AREAS becomes section 3.
 - EXHIBIT becomes section 4.
- Sections changed.
 - Added section 1.3 to the TABLE OF CONTENTS and the body of the document
 - 3.3.2.1 and 3.3.2.2 minor revision to add minutes to time of closure.
 - 3.3.7.2
 - 3.3.11.1

8/19/2015 By Glenn Kirk

- Sections changed
 - 2.2.2

12/17/2015 By Glenn Kirk

- *Sections changed*
 - *2.3.1*

INTRODUCTION

With 192 Units and some 300 people living in the Zion Summit community and using the common areas and facilities, it is necessary to have rules and regulations in order to maintain the peace and order required by the majority of the residents and to allow them full enjoyment of their homes.

TABLE OF CONTENTS

- 1. GENERAL INFORMATION**
 - 1.1. Exception Policy**
 - 1.2. Application for Residency**
 - 1.3. Assessment of Fees**
 - 1.4. Definition of Terms**
 - 1.4.1. Resident**

- 2. GENERAL RULES**
 - 2.1. Common Areas**
 - 2.2. Moving In/Out of Zion Summit**
 - 2.3. Bicycles or Similar Vehicles**
 - 2.4. Deliveries**
 - 2.5. Shopping Carts**
 - 2.6. Disturbances**
 - 2.7. External Appearances**
 - 2.8. Garbage/Trash Disposal**
 - 2.9. Lockouts**
 - 2.10. Pets**
 - 2.11. Security**
 - 2.12. Unit Construction and Decorating**
 - 2.13. Use and Occupancy of Units**
 - 2.14. Water furniture**
 - 2.15. Windows and balconies**
 - 2.16. Violations and fines**
 - 2.17. Miscellaneous**
 - 2.17.1. Roof Access**
 - 2.17.2. Insurance Protection**
 - 2.17.3. Resident Cleanliness**
 - 2.17.4. Upholding Standards**
 - 2.17.5. Changes to the Rules and Regulations**
 - 2.17.6. Legal Signs**
 - 2.17.7. Damage Responsibility**
 - 2.17.8. Behavior**
 - 2.17.9. Quiet Hours**
 - 2.17.10. Christmas Trees**
 - 2.17.11. Hazardous Materials**

- 3. RULES FOR COMMON AREAS**
 - 3.1. Parking**

- 3.2. Laundry Rooms**
- 3.3. Swimming Pool & Sauna**
- 3.4. Social Centers**
- 3.5. Storage Areas**

4. EXHIBITS

- 4.1. GARBAGE/TRASH DISPOSAL**
- 4.2. ALL CONTRACTORS**
- 4.3. POOLS RULES**

RULES AND REGULATIONS

1. GENERAL INFORMATION

1.1. **Exception Policy:** Any exceptions to these rules can only be authorized by the Board of Directors and provided in writing to the requestor.

1.2. Application for Residency

1.2.1. An application form listing appropriate telephone and emergency numbers must be completed for every resident of Zion Summit. The application form is available from the Manager's office and must be completed prior to moving in.

1.3. Assessments and Late Fees

1.3.1. Each unit owner has the responsibility to pay the unit monthly Condo Fee to the manager on or before the fifteenth of each month. One time assessments will also be made for major improvements or additions. Payment of these will be scheduled.

1.3.2. A late charge of \$20.00 will be assessed to the unit owner if he fails to pay fees or scheduled assessments on time.

1.3.3. Failure to pay monthly fees or assessments shall result in a cause of action against the owner personally and/or subject his condominium to lien. 60 days after a lien is issued an application will be made to the courts to foreclose on the lien if the amount plus all costs are not paid.

1.3.4. No Unit owner shall be relieved of the obligation to pay any Unit Fees or Assessments.

1.3.5. Any owner delinquent in his assessment may have rents and other income paid directly to the Association.

1.4. Definitions

1.4.1. Resident

1.4.1.1. A Resident be defined as either a homeowner, the spouse of a homeowner, and their immediate family who permanently reside at Zion Summit or

1.4.1.2. If the unit is leased, the names of the persons on the lease on file with the office.

1.4.1.3. Owners who lease their units are not residents during the term of the lease.

2. GENERAL RULES

2.1. Common Areas (Also see Laundry Rooms, Parking, Social Centers, Storage Areas and Swimming Pools)

2.1.1. Alcoholic Beverages:

2.1.1.1. Any resident (owner or lessee) who uses the social centers and serves or consumes alcoholic beverages therein, assumes full and absolute responsibility, and indemnifies the Zion Summit Owners' Association for all legal and financial liability which may result.

2.1.2. Attire:

2.1.2.1. Bare feet are not allowed in any common area in the building except the swimming pool area.

2.1.2.2. Lounge wear such as pajamas, nightgowns or bath robes are improper in common areas, except that covered swim wear is allowed in elevators and hallways while going to and from the swimming pool.

2.1.3. Bulletins:

2.1.3.1. Only the manager may post signs, notices or bulletins in the hallways, elevators, stairwells or other common areas. The manager is instructed to post the notices of the social and activities committees.

- 2.1.3.2. Residents may post on the bulletin board in the West Tower outside the Managers office.
- 2.1.4. **Eating:**
 - 2.1.4.1. There shall be NO eating or drinking in the lobby or any other common area.
- 2.1.5. **Obstructions:**
 - 2.1.5.1. Common areas shall not be obstructed. Grocery carts should be returned to their assigned areas in the garage levels and not left in the elevators, hallways or inside units.
- 2.1.6. **Smoking:**
 - 2.1.6.1. As provided by the Clean Air Act of the State of Utah, smoking is prohibited in the lobby, elevators and other common areas.

2.2. Moving In/Out of Zion Summit

- 2.2.1. Reservations for moving in or out of the building must be made with the Manager at least two days in advance. Owners will be responsible for compliance with this rule. The Manager will provide move in/out rules to owners, lessees and moving companies as is appropriate.
- 2.2.2. Each lessee is required to pay, through the owner prior to moving in, a move-in/move-out fee of one hundred dollars (\$100) to the Manager of Zion Summit. The fee covers costs incurred to Zion Summit by the move. In addition, owners and lessees are required to pay, prior to setup, a fifty dollar (\$50) fee to have the elevator set up to move objects that may damage the elevator if such set up is required more than four times per year. Any damage or cleaning charge incurred will ALSO be assessed to the owner or to the lessee through the owner.
- 2.2.3. Moving is restricted to the hours between 8:00 A.M. and 4:30 P.M., Monday through Friday ONLY. No moves are permitted on Saturdays, Sundays or legal holidays.
- 2.2.4. In a pre-move-in interview:
 - 2.2.4.1. New Owners will purchase entry cards from the Manager and receive copies of the Declaration of Condominium of Zion Summit, the By-Laws and the Rules and Regulations.
 - 2.2.4.2. Lessees will purchase entry cards from the Manager and receive a copy of the Rules and Regulations.
 - 2.2.4.3. Both Owners and Lessees must acknowledge in writing that they have received the above, understand the documents and will abide by the provisions thereof.

2.3. Bicycles or Similar Vehicles:

- 2.3.1. Bicycles, scooters, or motor bikes may not be taken into or from the building through the main entrance. On trial basis:
 - 2.3.1.1. Bicycles are allowed on the elevators and in the hallways.
 - 2.3.1.2. Scooters or motor bikes are not permitted on the elevators or in the hallways.
 - 2.3.1.2.1. An exception is made for wheelchairs and electronic handicap scooters.
 - 2.3.1.3. Bicycles may be stored in the storage bays and the bike room.
 - 2.3.1.4. Scooters, bicycles, and motor bikes may be stored in the parking stalls
- 2.3.2. No baby carriages, wheel chairs etc. will be allowed to stand in the common areas or passages.

2.4. Deliveries:

- 2.4.1. All large supplies, furniture or deliveries are to be made through the parking areas, **NOT THE LOBBY.**
- 2.4.2. Deliveries are accepted Monday through Friday, 8:00 A.M. to 4:30 P.M. Never on weekends, holidays or after hours.

2.5. Shopping Carts

- 2.5.1. Shopping Carts are located on all garage levels. They are provided for the use of residents to assist them in bringing groceries, luggage or other supplies from their vehicles to their units or to their storage **bays**.
 - 2.5.2. There are just a few shopping carts that are shared by many people. It causes difficulty when people arrive after shopping or a trip and find no shopping carts to transport their groceries or luggage to their unit. Therefore, out of courtesy, we establish the following rule:
 - 2.5.2.1. **Shopping carts must be returned to their original place within 20 minutes after removal. Do not wait until it is convenient to return a shopping cart. Doing so makes it inconvenient for others.**
 - 2.5.3. Carts left in hallways, elevators, elevator lobbies or just outside the double glass doors on the garage levels are a direct violation of the FIRE CODE.
 - 2.5.4. Users must be careful while taking carts on elevators or around corners to not damage paint or trim.
 - 2.5.5. Carts shall never be brought through the front door or lobby.
- 2.6. Disturbances**
- 2.6.1. Residents shall not permit or participate in any activities in the condominium or building that will disturb or interfere with the rights and comfort of other unit owners or occupants.
 - 2.6.2. The residents shall be personally and financially responsible for their acts and the acts of their children and guests and subject to properly assessed fines for violations of the Rules and Regulations set forth in this document.
- 2.7. External Appearances**
- 2.7.1. Nothing shall be attached to the exterior of the building or extended beyond the edge of the building
 - 2.7.2. No sign signal advertisement or illumination shall be inscribed or exposed on/in any window, balcony or other part of the building.
 - 2.7.3. Flags or appropriate decorations may be displayed on balconies or in windows for patriotic occasions or for religious holidays
- 2.8. Garbage/Trash Disposal**
- 2.8.1. The term “chutes” refers to the place on each floor of Zion Summit where the refuse is sent to the dumpsters in the underground parking structure.
 - 2.8.2. All wet garbage shall be disposed of in the manner described in the Exhibit "GARBAGE/TRASH DISPOSAL".
 - 2.8.3. Carpet sweepings, floor scrapings, oil soaked rags, empty paint cans or other flammable, explosive or combustible substances shall not be put down the chutes. These items are extremely hazardous and in violation of Fire Codes.
 - 2.8.4. All garbage and refuse put in the chute must be placed in a leak proof plastic bags or package securely tied. No loose papers, empty boxes, broken glass or loose items of any kind shall be placed in chutes.
 - 2.8.5. Those items too large to clear the chute should be placed in the dumpsters located on the B level in the East Tower and C level in the West Tower.
 - 2.8.5.1. Any unusually large amounts should be called to the attention of the Manager for special handling.
 - 2.8.6. The Manager should be informed immediately if the chute is blocked or smoking.
 - 2.8.7. Trash receptacles are located at the elevator entries from the parking structure.
 - 2.8.7.1. The trash receptacles are for small items only. Anyone with items too large to fit completely inside these receptacles is responsible for placing these items in the

dumpster. **DO NOT SET THESE ITEMS ON THE FLOOR EXPECTING SOMEONE ELSE TO MAKE THE TRIP TO THE DUMPSTER FOR YOU.**

2.8.8. No construction debris shall be put in the dumpsters by either a unit owner or contractor.

2.8.9. Hours for chute usage: 7:00 A.M. until 10:00 P.M.

2.9. Lockouts

2.9.1. Residents who are locked out of their condominiums, and who have duplicate keys in the Manager's office, may obtain those keys from the Manager or Security Agent. DELAYS can be expected after hours

2.10. Pets

2.10.1. With the exception of registered service animals, NO PETS of any kind, not birds, fish, reptiles or animals shall be permitted, kept or harbored in the common areas, the condominium units, the parking or in the storage areas at any time. This restriction applies to family, guests, tenants and employees of a unit owner.

2.11. Security

2.11.1. All doors leading into Zion Summit from the parking levels and front entrances are to be kept closed and locked at all times except when in actual use for ingress or egress. **Doors are not to be propped open.**

2.11.2. A stranger should never be allowed to enter any of the doors opened for a resident or by a resident. Such person should phone the party they want to visit.

2.11.2.1. Any resident should immediately contact the Manager or Security Agent if he sees anyone who seems suspicious or in need of assistance.

2.11.3. Any incidents of theft, fighting, threats, or encroachment on a person or property will be turned over to the Salt Lake City Police Department for disposition and handling.

2.12. Unit Construction and Decorating

2.12.1. All major "in-unit" construction (not decorating) such as replacing furnaces, plumbing, carpentry, electrical, lead in television cable or partitions must be performed by a licensed tradesman with insurance.

2.12.2. No unit may be used for the purpose of doing business or for business entertaining except on an incidental basis.

2.12.3. Residents shall be responsible for insuring that contractors employed to work within their condominiums leave no debris in the hallways, elevators, garage levels, etc. Contractors must comply with the Contractor Handout. (See Section 4.2)

2.12.4. Construction and decorating materials may **NOT** be stored within the common areas of the building. Removal of construction debris from the building is the responsibility of the unit owner. Under **NO** circumstances may construction materials be disposed of down the trash chute. Unit owner will be charged for the removal of debris or for extra cleaning in any of the common areas. The unit owner will be responsible for damage to common areas caused by contractors.

2.12.5. A two hundred dollar (\$200) deposit will be collected prior to any interior construction. It is refundable upon completion if no damages have been incurred.

2.12.6. Workmen are permitted in the building Monday through Friday, 8:30 A.M. to 4:30 P.M.

2.12.7. Construction on Saturdays, Sundays and holidays is prohibited except in an emergency.

2.12.8. The Manager or Security Officer must be contacted when immediate off-hour service is required.

2.12.9. Improper or careless "in-unit" maintenance is the responsibility of the owner.

2.12.10. The foregoing hours and days also apply to any construction or noise generated by owners or residents

2.13. Use and Occupancy of Units

- 2.13.1. Each unit shall be used only as a residence.
- 2.13.2. No unit shall be used for transient housing.
- 2.13.3. Leases or rental agreements cannot be made for less than 6 months.
- 2.13.4. A copy of the rental agreement must be provided to the Manager.
- 2.13.5. No unit may be used for the purpose of doing business or for business entertaining except on an incidental basis.
- 2.13.6. Persons violating the occupancy rules may be fined up to the amount gained by such commercial activity. Fines and amounts will be determined by the Management Committee

2.14. Water furniture

- 2.14.1. **NO** water furniture shall be installed or placed in any unit. Water furniture is any bed, mattress, chair, sofa or other item of furniture that contains as part of its elements any substance in a liquid or gel-like state.

2.15. Windows and balconies

- 2.15.1. Nothing shall be thrown, swept, dropped or shaken from any window, roof, open terrace, balcony or patio.
- 2.15.2. Storage of items on balconies other than patio furniture, grills or decorative plants is prohibited.
 - 2.15.2.1. This rule also applies to any other objects which are judged by the Zion Summit Board to be detractions.
- 2.15.3. According to the Salt Lake Fire Department, limited barbecuing is permitted on balconies. Care should be taken so that excessive smoke does not drift to other units
- 2.15.4. All balconies are to be vacuumed rather than swept
- 2.15.5. No radio or television aerials or discs shall be attached to or hung from the exterior of the building. Shades or other devices may not be hung from balcony ceilings.
- 2.15.6. No window guards or window decoration shall be used in or about any residential unit.
- 2.15.7. All bird feed is prohibited on balconies. The use of animal/bird feeders is restricted to hummingbird liquid feeders.

2.16. Violations & Fines

- 2.16.1. Violations of the Rules and Regulations of Zion Summit shall in the first instance normally result in a warning notice from a Management Committee Member, a Security Officer or the Manager.
- 2.16.2. Repeated violations of the rules or significant violations showing willful disregard of the rules, shall result in the assessment of a fine in the amount to be determined by the Management Committee. Wherever the Declaration, By-laws, or Rules and Regulations note that a fine will be levied for a violation, the minimum fine levied will be one hundred dollars (\$100).
- 2.16.3. Nothing herein shall prevent the Management Committee from proceeding to obtain an injunction with regard to repeated serious or grievous violations. The cost, including attorney fees and court costs, for obtaining such an injunction shall be the obligation of the offender, or unit owner if the offender is determined to be their responsibility.

2.17. Miscellaneous

2.17.1. Roof Access

- 2.17.1.1. Only authorized persons are permitted on the roof of the buildings and on the plaza deck areas.

2.17.2. Insurance Protection

- 2.17.2.1. No unit owner or occupant shall permit anything to be done or kept in the unit or in the common areas which will result in increased rates or cancellation of insurance of the building, or which would be in violation of the law.
- 2.17.3. **Resident Cleanliness**
- 2.17.3.1. Each resident shall keep his or her unit in a good state of preservation and cleanliness, free from offensive odors, pests, insects and vermin.
- 2.17.4. **Upholding Standards**
- 2.17.4.1. Part of the financial appreciation of Zion Summit is due to the rigid standards of uniformity. These standards forbid any exterior additions that were not part of the original design of the unit. This includes, but is not limited to, shades, reflective window coatings, "for sale" signs, awnings, window guards, aerials, satellite discs, special paintings, etc. Homeowners are allowed to modify the exterior of their unit entry door and the associated hardware. The paint color is to remain consistent with the other hallway doors. Residents may hang wreathes and other door decorations in the hallways. Floor-mats are not allowed.
- 2.17.5. **Changes to the Rules and Regulations**
- 2.17.5.1. The Management Committee reserves the right to amend, alter or cancel any of these rules and to make other rules and regulations from time to time as may be deemed necessary for the safety, care and cleanliness of the premises, and for securing the comfort and convenience of all the occupants of the East and West Towers.
- 2.17.6. **Legal Signs**
- 2.17.6.1. Notwithstanding the foregoing paragraph on Upholding Standards, Real Estate Brokers and Zion Summit Homeowners are permitted from time to time to place "Open House" signs of no more than 18" X 24" in size on Zion Summit property near the front Vine Street entrance adjacent to the sidewalk, and no more than 2 (two) such signs shall be authorized during one business day. Said signs are permitted to be so displayed for a 4 to 6 hour period during normal business hours and will be removed at the end of each business day, but no later than 5:00 P.M.
- 2.17.7. **Damage Responsibility**
- 2.17.7.1. If an object is broken or a liquid is spilled, or damage is done by an individual, then it is the responsibility of the individual to immediately clean up or repair the damage. If such is not done and the Association must clean up and/or repair the damage, then the individual will be assessed for the cost of such clean up or repair. **This includes the areas of the parking structure, elevator entrances and the elevator lobbies.**
- 2.17.8. **Behavior**
- 2.17.8.1. Each owner is responsible for the behavior, actions and damages and injuries to or caused by his/her family members, tenants, guests, invitees, business invitees and others entering at his invitation.
- 2.17.8.2. Owners shall insure the proper compliance with Zion Summit CC&R's (Covenants, Conditions, and Restrictions) and the Rules and Regulations by himself, his tenants, his family and his guests.
- 2.17.8.3. Any abusive behavior, verbal or physical, towards any of the employees of the Zion Summit Condo Association shall result in severe fines, penalties, legal action, or banishment from the Association.
- 2.17.9. **Quiet Hours**
- 2.17.9.1. Quiet Hours are in effect for the entire condominium complex and surrounding property from 11:00 P.M. to 6:00 A.M. the next morning. Residents will refrain from activities or conversations in the units, hallways or in the common areas that disturb quiet hours.

Without limiting the foregoing, residents are reminded that hallway conversations, family gatherings, stereos and televisions and rolling shopping carts can disturb quiet hours.

2.17.10. **Christmas Trees**

2.17.10.1. Christmas trees are not to be left inside the units in a dry state as they constitute an extreme fire hazard. They should be promptly removed.

2.17.10.2. Christmas trees are to be delivered and removed fully enclosed in plastic bags.

2.17.11. **Hazardous Materials**

2.17.11.1. NO hazardous materials may be kept or stored in the condominium complex.

3. RULES FOR SPECIFIC AREAS

3.1. Parking

3.1.1. Parking in the circle driveway

3.1.1.1. The circle driveway is a NO PARKING FIRE ZONE for emergency vehicles only. A maximum of 10 minutes is allowed for passenger loading and unloading. No vehicle is to be left unattended. **Vehicles in violation will be towed and stored at owner's expense.**

3.1.2. Parking in the Guest Parking Lot

3.1.2.1. Zion Summit owners/residents [including renters] are not allowed to park overnight in the guest parking lot.

3.1.2.2. Guests who arrive in the evening may park for that ONE night.

3.1.2.3. The Owners/residents who have guests who will be parking in the Guest Parking Lot for more than ONE night **MUST obtain, in advance, a Guest Parking Permit.** This permit is required after the first night of parking.

3.1.2.4. Guest Parking Permits may be acquired during Manager Office hours during the week; and from Security after hours and on weekends.

3.1.2.5. Guest Parking Permits are only good for seven days.

3.1.2.6. Non Zion Summit Residents/Guests who park in the guest lot will be towed.

3.1.2.7. **If no permit is acquired, the vehicle will be towed the next day, at owner expense.**

3.1.2.8. Parking of motor homes and recreational vehicles in the guest parking area is prohibited.

3.1.3. No vehicle shall be parked in such a manner as to impede or prevent ready access to any entrance to or from the building by another vehicle.

3.1.4. No vehicle shall be parked except in the designated areas. Residents may stop near the elevator doors to transfer goods from the car to a shopping cart for transport to their units.

3.1.4.1. The car cannot be unattended at any time and must be moved if the stop interferes with another resident's access to his parking stall. Violation of this rule will result in a fine.

3.1.5. The management and security agent have the authority to have illegally parked vehicles towed and stored at owner's expense.

3.1.6. Overnight parking in the guest parking area by residents is prohibited.

3.1.7. All vehicles must be parked in their assigned stalls unless:

3.1.7.1. The owner of the stall has granted you permission to use the owner's stall

3.1.7.2. The Zion Summit Manager grants temporary permission to use the owner's stall. An example of this might be during the time when the garage floor is being cleaned.

3.1.8. A unit owner has the authority to have an illegally parked car towed from his privately owned stall.

3.1.9. Arrows indicate the appropriate direction of traffic flow in the underground parking levels.

- 3.1.9.1. Driving in the wrong direction is prohibited.
- 3.1.10. Cars entering the building have the RIGHT OF WAY.
- 3.1.11. The speed limit in the underground parking levels is 5 miles per hour.
- 3.1.12. No vehicle which leaks oil, gasoline or other substance shall be parked in the parking structure, in the guest area or in the circle driveway.
- 3.1.13. Workmen must check in with the Manager's office prior to commencement of work to receive instructions. They are allowed to park their vehicles ONLY in the involved residents authorized parking stall or the guest parking area.

3.2. Laundry Rooms

- 3.2.1. The laundry equipment is for the use of RESIDENTS ONLY.
 - 3.2.1.1. No outside laundry is permitted.
 - 3.2.1.2. Children may not use the equipment at any time.
- 3.2.2. Detailed rules for the use of the laundry rooms are posted in each laundry room. All residents are expected to comply therewith.
- 3.2.3. Neither the Management Committee nor the Manager is responsible for damage or loss of resident's laundry.
- 3.2.4. Laundry hours: 6:00 AM until 10:00 PM

3.3. Swimming Pool & Sauna

- 3.3.1. The swimming pool is for the exclusive use of residents, their family and guests.
 - 3.3.1.1. A resident must accompany guests at all times.
 - 3.3.1.2. Guests are limited to four (4) at one time for each unit.
 - 3.3.1.3. Swim at your own risk. Swimmers assume liability for damages and injury.
- 3.3.2. The pool will be open daily from 6:00 AM to 11:00 PM
 - 3.3.2.1. Residents: 6:00AM to 11:00PM
 - 3.3.2.2. Guests: 2:00PM to 8:00 PM
- 3.3.3. Residents can reserve the swimming pool for a three hour block of time to host up to 15 guests. The reservation are subject to the following restrictions.
 - 3.3.3.1. Reservations can only be made for Mondays, Wednesdays, Fridays, and Saturdays from 2:00 PM to 5:00 PM. Reservations cannot be made for holidays.
 - 3.3.3.2. During the reserved time, the pool is also available to all residents under the current rules. The reservation is NOT for exclusive usage.
 - 3.3.3.3. A resident may only have one reservation at a time. A second reservation cannot be made until the day after the first reservation.
 - 3.3.3.4. Only one reservation per reservable day. Two or more units cannot have a reservation for the same day.
 - 3.3.3.5. The maximum number of guests is 15. The maximum is for both the swimmers and non-swimmers.
- 3.3.4. The Sauna Rooms will be open daily from 6:00 A.M. to 12:00 A.M. The guest rules for the Sauna Rooms are the same as for the swimming pool areas.
- 3.3.5. Persons with skin diseases, colds, infections or communicable diseases are excluded from using the pool or sauna.
- 3.3.6. All persons shall take a shower before entering the swimming pool.
- 3.3.7. Noise control:
 - 3.3.7.1. No diving, running, yelling, screaming, roughhousing or other excessive noise.
 - 3.3.7.2. No radios or other music devices may be used in the pool areas without the use of ear phones. An exception is made for events organized by the Zion Summit Committees.
- 3.3.8. Children under the age of 3 must wear a water resistant swim diaper and waterproof swimwear.

- 3.3.9. Residents and guests under the age of 18 must be accompanied by an adult parent or guardian at all times.
- 3.3.10. Swimsuits must be worn in the pool.
 - 3.3.10.1. Un-hemmed cut-offs etc. are not allowed.
 - 3.3.10.2. Swimmers and sunbathers must wear a cover-up and shoes in the lobby, elevators and hallways.
- 3.3.11. Pool Restrictions
 - 3.3.11.1. NO FOOD shall be permitted in the area of the pool, sauna and deck areas. This includes food, snacks, gum, candy and etc. An exception is made for events organized by the Zion Summit Committee.
 - 3.3.11.2. No liquids in the pool area except in plastic containers.
 - 3.3.11.3. No alcohol and No smoking in the pool area.
 - 3.3.11.4. NO GLASS CONTAINERS ARE PERMITTED
- 3.3.12. Non-pool play items and equipment are not permitted inside the pool.
 - 3.3.12.1. Only small swimming floatation aids are permitted.
- 3.3.13. No personal property may be left in the pool area.
- 3.3.14. Reserving the pool deck furniture with towels or other items while leaving the pool area is prohibited.
- 3.3.15. Hair longer than shoulder length must be banded, braided, or covered up to assist with the cleanliness of the pool.
- 3.3.16. For the health and safety of all, any individual requiring diapers must use a specialized swim diaper. A parent, guardian, or responsible adult will be accountable for compliance.
- 3.3.17. Residents and their guests swim at their own risk. Each person assumes liability for any damage or injury to himself, family or guests.
- 3.3.18. FOR THE SAFETY OF OUR RESIDENTS AND GUESTS: YOU MUST
 - 3.3.18.1. Dry off before entering the building.
 - 3.3.18.2. Wear a cover-up over your swimming suit and wear shoes or other footwear while traveling through the lobby, elevators and halls.

3.4. Social Centers

- 3.4.1. **Social and Garden Rooms:**
 - 3.4.1.1. The Social and Garden Rooms are for the exclusive use of Zion Summit residents and their guests and are available by reservation basis only.
 - 3.4.1.1.1. The Social and Garden Rooms are open for reservation from 8:00 A.M. to midnight.
 - 3.4.1.1.2. The resident must be present throughout the duration of the social and is responsible for the action and behavior of all guests.
 - 3.4.1.2. Date, time and estimated number of guests shall be given to the Manager's office at the time the reservations are made.
 - 3.4.1.2.1. A refundable deposit of \$60.00 is required for use of the Social Room and \$40.00 for the Garden Room.
 - 3.4.1.2.2. The resident reserving the room is responsible for cost of any repairs or cleaning even though in excess of the deposit.
 - 3.4.1.2.3. If food is to be used in either the Social Room or the Garden Room, a ten dollar (\$10) nonrefundable deposit is required at the time of the reservation.
 - 3.4.1.3. Guests are limited to 45 persons in the Social Room and 15 in the Garden Room. The Social and Garden Rooms are NOT to be occupied simultaneously by the same party.
 - 3.4.1.4. The Social Room, Garden Room, and Kitchen are to be cleared of all items brought inside. These areas are to be left in a clean condition by 6:00 P.M. following a daytime activity and by 8:00 A.M. following an evening activity.

- 3.4.1.5. Residents must confine their social activities and their guests to the room reserved.
 - 3.4.1.5.1. Food and drinks are NOT to be taken outside the reserved area.
 - 3.4.1.5.2. Red and dark pigmented beverages (i.e. red and orange sodas, red punches, fruit punch, berry juices, red grape juice, red wine, etc.) may not be served in the Social Room.
 - 3.4.1.5.3. There are tablecloths for use in the Social Room. If used, these items must be checked out at the Manager's office in advance. They must be returned to the office by a reasonable time the following day, laundered, pressed and on-hangers.
- 3.4.1.6. The use of the Social Centers is reserved solely for social purposes by residents and their guests. No commercial activities or formal political or religious meetings are permitted.
- 3.4.1.7. The use of the Social Centers for any purpose must not violate any federal, state or local laws or ordinances.
- 3.4.1.8. The management may cancel or deny a reservation if the host or hostess does not comply with all regulations governing the use of the Social Centers.

3.4.2. Game Room

- 3.4.2.1. The game room is available every day of the week for the residents and their guests. Guests are limited to three in number. The resident must accompany guests at all times. Boisterous or unruly behavior is prohibited. The room is to be left in order and clean. Hours are limited from between 6 A.M. and midnight.
- 3.4.2.2. Residents and guests under the age of 18 must be accompanied by an adult parent or guardian at all times.
- 3.4.2.3. The resident is responsible for compliance with all Rules and Regulations during the period of time the room is used by family and guests.

3.4.3. Exercise Room

- 3.4.3.1. The Exercise Room is available for residents and guests. A resident must accompany guests at all times. Hours are limited from between 6 A.M. and midnight.
- 3.4.3.2. A key for this room is available at the Manager's office or for purchase.
- 3.4.3.3. Neither the Association's Management Committee nor the Manager or staff is liable for any injury incurred through the use of equipment contained in this room.

3.5. Storage Areas

- 3.5.1. Storage space is provided only in the storage bays. Storage is NOT permitted in the aisles of the storage rooms, on balconies or in the parking stalls. Except scooters, bicycles, motor bikes, and handicap-scooters may be stored in the parking stalls.
- 3.5.2. All storage bays are registered in the Manager's office to the appropriate condominiums.
 - 3.5.2.1. In case of unauthorized use, the bay contents may be removed by the owner of the bay, by forcible entry if necessary, and disposed of without regard for or consideration of value.
- 3.5.3. Neither the Association Management Committee, nor Management Office is responsible for the security, loss, nor damage to any personal property stored in these areas.
- 3.5.4. Storage of items in the storage bays must be in conformance to fire codes and must not block or inhibit the function of sprinklers. Items stored must be at least 18 inches below the fire sprinkler heads.

4. EXHIBITS

The exhibits are considered to be part of the Rules and Regulations. But, they are only a summary and do not supersede the detailed rules and regulation set forth in other sections.

4.1 GARBAGE/TRASH DISPOSAL

Unaware to most people, there are literally hundreds of miles of pipelines which are trying to transport everything (including the kitchen sink - so to speak) that is flushed out of our homes. To each of us it may seem a small matter to rinse a couple of greasy pans or grind up some watermelon rinds in the disposal. After all, out of sight, out of mind. Right? **WRONG!**

SOLID WASTE IS COSTLY TO REMOVE

Let's take a little broader look. That watermelon rind (or anything else going into your garbage disposal) is what we in the business generally call solid waste. This solid waste is then ground up using a considerable amount of electricity, as well as water, to flush the wound up pieces through your plumbing and into the miles of pipeline we talked about earlier. If none of the particles settle out along the way (possibly causing a plugged line), then the treatment plant receives the waste for processing. Most of the energy and resources consumed by the treatment plant are used in removing and consolidating the solids received. After further dewatering, this solid waste, provided all the regulations are met, can then be put into a landfill. Where, incidentally, your watermelon rind would have ended up anyway if you had simply thrown it in the trash to begin with.

GREASE PLUGS SEWER MAINS

The other issue brought up was the greasy pans. In order to rinse grease off you generally use hot water to melt the grease so that it runs down your drain. However, as the water cools and combines with even cooler water in the sewer mains, the grease re-solidifies. This now solid grease has a tendency to attract and stick to other grease in the stream flow. Soon (as gross as it may seem and frankly is!) large balls of grease start to collect and form a plug in the line. At that point, the sewer has nowhere to go except to fill up the lines, man-holes, and possibly someone's basement, including yours!

THINK OF THE BIGGER PICTURE

Now consider all the other thousands of households like yours. Then, PLEASE, wipe out your greasy pans with a paper towel and throw it in the trash with all the other solid waste. Use your wastebasket instead of grinding, your garbage. We will all save time, energy, and of course, money if we all consider the bigger picture.

According to KITCHEN AID[®] Use and Care Guide: Turn on a good flow of COLD water when operating your disposal and allow both the disposer and cold water to run after grinding is completed to help flush out drain pipes.

4.2 ALL CONTRACTORS

All contractors and/or workmen hired by contractors must schedule the work performed to adhere to the following:

1. Daily work must not start before 8:30am and must be completed by 4:30pm.
 - 1.1. Any exceptions must be approved by the Zion Summit Manager.
2. Workmen must check in with the office daily.
3. Contractors and/or workmen will clean up all areas where materials have been transported to and from Zion Summit.
 - 3.1. This includes: Hallways, elevators and lobby and any work areas outside owner's units.
4. No work on weekends or holidays
5. The Zion Summit dumpsters may **NOT** be used for disposal.
6. Elevator usage must be scheduled for large items.
7. Parking is allowed only in:
 - 7.1. The parking stall of the owner for whom the work is being done
 - 7.2. A parking stall assigned by the Zion Summit Manager.
8. Contractors may **NOT** use the shopping carts. See the Zion Summit Manager if you need help in this area.