

This policy is adopted by the Board of Directors in response to questions from members of the Association. Future Boards may revise this policy as conditions warrant.

The Covenants mention snow removal in Section 4.6 (Association Services). Snow removal is also implicit in Section 4.4 (Road Maintenance). It is clear from these references that snow removal on the roads maintained by the Association is intended to be payable from the common expense assessments collected from all lot owners. This has been the practice since the formation of SMR-POA.

Recent heavy snow seasons have raised questions regarding the level of service that owners may expect with regard to snow removal. This policy is intended to clarify the level of service that the current dues structure can reasonably afford.

SMR-POA will contract annually for snow plowing services as follows:

- 1. Scope of Snow Plowing:** The Contractor will plow the two privately owned and maintained roads for SMR-POA (CR-408W and CR-4081) when approximately 6-inches of snow has accumulated. SMR-POA will pay for plowing the roads only; driveways are the responsibility of individual property owners. Upon completion of plowing, the POA's roads will be passable for automobiles and emergency service vehicles.
- 2. Multiple Plowings Required:** In cases of extended snow events or snow drifts that require additional plowings, affected SMR-POA members shall contact the Contractor and request that he return for additional plowing efforts. The Contractor shall return within 24 hours, but shall make every effort to return sooner if possible.
- 3. Communications between Property Owners and the Contractor:** SMR-POA members shall communicate regularly with the Contractor in order to clearly establish dates when their homes will be occupied and snow plowing will be necessary. SMR-POA members will provide at least a 48-hour advance notice when they will be returning from trips or other absences. Such communications may be via telephone or email.
- 4. Access:** CR-408W and CR-4081 exist entirely on easements across private properties. The easement width is 100-ft (approximately 50-ft on each side of the road centerline). The Contractor may operate as necessary within the easement area in order to move and store the plowed snow away from the roads.
- 5. Hazards:** SMR-POA is aware that plowing may not clear their roads to the gravel base and that slippery conditions may prevail even after plowing. The Contractor assumes no responsibility for slip and fall accidents or vehicular accidents as a result of this naturally occurring condition.

- 6. Limitation of Liability:** The Contractor will exercise reasonable care to avoid damage to the gravel road surface, drainage ditches, culverts, gates, and trees. However, the contractor is not responsible for:
- a. Damage to landscaping or fencing within the 100-ft road easements caused by the piling of snow.
 - b. Damage to items that are not visible because they are snow-covered.
 - c. Damage caused by equipment when tree, shrub and drainage areas are not reasonably delineated due to snow accumulation.
 - d. Personal injuries resulting from slip and fall accidents; and/or
 - e. Acts of God, including but not limited to extraordinary weather conditions.
- 7. Property Damage.** The Contractor will report to SMR-POA any property damages to the POA's roads, gates, culverts, etc. caused by the plowing operation within 48 hours after the damage occurs. The contractor will repair such property damages in the spring season following the winter season in which the property damage occurred.

Certain members may periodically desire more frequent snow plowings or higher levels of service. In such situations, the affected members must be willing to pay for the additional work, or to do the work themselves. If a member chooses to plow CR-408W or CR-4081 with their own equipment, coordination must occur with the Association's contractor so that the methods and equipment used, and snow storage locations, do not adversely impact the contractor's subsequent operations. In addition, the member would assume liability for any damages or injuries that may occur.