

RULES AND REGULATIONS

VILLAGE TOWNS AT SOUTH MOUNTAIN

Revised 2/16/10

We have chosen to live together in a condominium complex and to share buildings and grounds. When living in such a complex, each homeowner has a social responsibility to the community.

In order to achieve our objective, we must have guidance on what to expect and what is expected of us. Consequently, this set of RULES AND REGULATIONS has been established to provide that guidance. The rules are based on the legal contract between the Association and the Unit Owner known as the Declaration of Covenants, Conditions and Restrictions. These conditions or covenant restrictions were established by the original developer under the Condominium Act of Utah. They were officially filed in 1997. They are provided for the protection and interest of the Unit Owners and all other residents who live here.

Please familiarize yourself, your family members, and guest with these regulations. Your cooperation in abiding by them will help to bring about a more pleasant environment for all.

RULES AND REGULATIONS OF THE VILLAGE TOWNS AT SOUTH MOUNTAIN

The following Rules and Regulations have been adopted by a duly elected Homeowners Association Board of Directors pursuant to authority granted it by the Declaration of Covenants, Conditions and Restrictions for the Village Towns at South Mountain (Article 5, Section 5.3). The Regulations shall be applicable to and binding upon all unit owners, their family members, tenants, guests, servants, employees, agents, licensees, and invitees. Any exceptions to these Rules and Regulations must be made in writing to the Board of Directors.

1. GENERAL

A. AUTHORITY: The Village Towns at South Mountain herein sometimes called “VTSM”, acting through its’ Board has adopted the following Rules and Regulations (Regulations). (See Article 5, Section 5.2)

B. UNIT: A “unit” as used herein is a residential unit, which is any building, or portion of a building. Situated upon a Lot and designed as intended for independent ownership or for use and occupancy as a residence.

C. UNIT OWNER: Whenever reference is made to “unit owner” or “owner”, such term shall mean the owner of any condominium unit within the Village Towns at South Mountain (whether or not in residence). (See Article 1, Section 1.24)

D. LOT: “Lot” means a portion of the lands occupied by the VTSM and intended for independent ownership and use and designated as a Lot on the Plat referred to in the CC&R’s, and, where the context so indicates or requires, shall include any residential unit, building, structure or other improvements on the Lot.

E. ASSOCIATION: The “Association” means the Utah nonprofit corporation organized by Declarant to administer and enforce the Project Documents and to exercise the rights, powers and duties set forth in the Declaration of Covenants, Conditions, and Restrictions. (See Article 1, Section 1.10)

F. ARCHITECTURAL COMMITTEE: The “Architectural Committee” means the Board of Directors acting as an Architectural Committee. (See Article 1, Sec. 5.10)

G. ARCHITECTURAL COMMITTEE RULES: The Architectural Committee Rules means any rules and guidelines adopted by the Architectural Committee. (See Article 1, Sec. 5.10)

H. APPLICABILITY OF RULES AND REGULATIONS: The unit owners and tenants where applicable, shall be bound by and comply with all the Regulations hereinafter set forth governing the common walls, buildings, patios, balconies, grounds, and any other appurtenances, and the use thereof. (See Article 5, Section 5.3)

I. COMMON AREA: “common area” as used in these Regulations shall include, without limitation, all roads, the paved alley behind the units, passageways, sidewalks and lawns in the area of

the VTSM. The alcoves and stairways are for the exclusive use of the units they serve and are not to be used by others as recreational or play areas for any other purpose.

J. AMENDMENTS: These Regulations may be revoked or amended from time to time by resolution of the board. Residents and unit owners will be given at least 30 days prior written notice before any changes become effective. (See Article 5, Section 5.3)

K. CONFLICT: In the event of any conflict, inconsistency, or incongruity between the provisions of the CC&R's and these Regulations the CC&R's shall in all respects govern and control. (See Article 9, Section 9.5)

1. REGULATIONS: The following Regulations are set forth by way of explanation and as authorized in the Declaration (See Article 9, Section 10).

2. INDIVIDUAL ASSESSMENTS: The Board may impose individual assessments for violations of the project documents, including without limitation those enumerated in the Declaration, By-laws, and these Regulations in order to insure the project is maintained and used in a manner consistent with the best interests of *all* the unit owners. Failure to abide by said rules and regulations could result in additional expenses for the homeowners of this community. Each unit owner will be held liable for any additional costs associated with the enforcement of these rules. (See Article 5, Section 5.2)

2. RESTRICTIONS ON USE:

a. ARCHITECTURAL CONTROL: No addition, alteration, repair, change, improvement or other work which in any way alters the exterior appearance, including, without limitation, the exterior color scheme, of any part of the unit or Lot, or any improvements located thereon which is Visible From neighboring Property shall be constructed or installed on any Lot or unit without the prior written approval of the Architectural Committee. "Visible From Neighboring Property" means, with respect to any given object, that such object is or would be visible to a person on any part of any adjoining Lot.

b. BUSINESS USE: All units shall be used, improved and devoted exclusively to residential use. No trade or business may be conducted on any Lot or in or from any unit. Except that an owner or other resident of a unit may conduct a business activity in a unit so long as:

i. The existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the unit.

ii. The business activity conforms to all applicable zoning ordinances or requirements.

iii. The business activity does not involve persons coming on to the Lot or the door-to-door solicitation of owners or other residents in the VTSM.

iv. The business activity is consistent with the residential character of the VTSM and does not constitute a nuisance or a hazardous or offensive use or threaten security or safety of other residents in the VTSM as may be determined from time to time in the sole discretion of the board.

c. "BUSINESS" AND "TRADE": The terms "business" and "trade" as used herein shall be construed to have ordinary, general accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services for compensation or other form of consideration, regardless of whether;

i. such activity is engaged in full or part time;

ii. such activity is intended or does generate a profit

iii. a license is required for such activity. The leasing of a unit by the Owner thereof shall not be considered a trade or business within the meaning of this Section. (Quoting Article 3, Section 3.11)

d. STRUCTURAL MODIFICATIONS: Nothing shall be done in any unit or in the common areas which may impair, or threaten to impair, the structural integrity of the building or which may structurally change the building or attached deck, nor shall anything be altered or constructed on or removed from the common areas, except upon the prior written consent of the Board. (See Article 3. Section 3.1)

e. COMMON AREA SAFETY: Baby carriages, bicycles, playpens, wagons, toys, benches, chairs or other articles or personal property shall not be left unattended in common areas. (insert B p1???)

3. USE AND OWNERSHIP OF UNIT:

a. ALTERATIONS OR MODIFICATIONS OF A UNIT: No alteration of any kind shall be done upon the exterior building walls or upon the common areas by any unit owner without the express written permission of the Board.

b. MAINTENANCE OF UNIT: Each owner shall maintain, repair and replace, at such owners expense, all portions of such owner's Lot and all Improvements situated thereon not required to be maintained, repaired and replaced by the Association in good condition and repair, including, but not limited to,

- i. screens, screen doors, windows or other glass in or on any unit,
- ii. sewer and water pipes, plumbing,
- iii. heating, ventilating and air conditioning units, heat pumps, condensers and
- iv. other systems or equipment or any kind or nature on or in as set forth in Section 7.2 of the CC&R's.

c. ANTENNAS: Except as permitted in Article 3, Section 3.5 of the Covenants, Conditions, and Restrictions, no antenna or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation including, without limitation, satellite or microwave dishes, shall be erected, used, or maintained on any Lot without the prior written approval of the Architectural Committee. An antenna one meter or less in diameter or diagonal measurement which is designed to receive signals from direct broadcast satellites (DBS) or designed to receive video programming services from multi-channel multi-point distribution (wireless cable) providers (MMDS) or an antenna that is designed to receive television broadcast signals (TVBS) may be placed, installed or kept on a lot if the antenna complies with the restrictions in said section. (See Article 3, Section 3.5)

c. SIGNS: Signs, which advertise a unit "FOR SALE" or "FOR RENT", are not permitted to be displayed on the *exterior* of any building or attached to the balconies containing a unit. With the exception of:

- i. One sign in the window no larger than two (2) square feet in any window
- ii. or a Real Estate Sign no taller than four feet and no wider than two feet between the Unit and the sidewalk
- iii. For the purpose of an OPEN HOUSE, an additional sign maybe allowed only on Saturdays and Sundays, from 10:00AM to 4:00 PM. They will then be removed at the completion of the OPEN HOUSE. Except during an OPEN HOUSE,
- iv. only one (1) sign may be permitted at a time, except during an Open House. (See Article 3, Section 3.14, clarifications added)

d. DISPLAYS: Except as described in Sections C and D, herein above, no unit owner shall cause or permit anything to be attached to or hung; displayed or exposed on the exterior of a unit or common areas appurtenant thereto, whether through or upon windows, doors, masonry, balconies, or patios of such unit, except temporary non-business signs on the inside of windows. This includes, but is not limited to, laundry, clothing, rugs, signs, awnings, canopies, shutters, hot tubs, spas, antennas or any other items, except those approved, in writing by the Board. Under no circumstances shall any air conditioning apparatus, antenna, or other similar items be installed by the unit owner beyond the boundaries of his/her unit. Television and radio antenna may only be installed *within a unit* in accordance with local, state and federal (FCC) guidelines. No balcony or patio shall be enclosed or covered by a unit. The Association is not responsible for the installation of storm doors. Storm doors are the responsibility of homeowners to purchase, install and maintain. Damage caused by the heat generated by glass storm doors to the regular door or its frame, etc. is the sole responsibility of the owner as well. All doors and windows installed by Unit Owners must be approved by the Board in writing in advance and shall be of the same quality of construction and uniformity of appearance as the original design of the project. (See Article 3, Section 3.8, clarifications added)

f. USE OF DECKS: The decks shall be used for the purpose intended and shall not be used for storage or hanging of garments or other articles, nor for cleaning rugs, household articles or other items. (Added)

g. GARAGES AND ALLEY:

- i. Garages shall be used only for the parking of vehicles and shall not be used or converted for living or recreational activities without the prior written approval of the Architectural Committee.
- ii. Items may be stored in a garage so long as there is still sufficient space in the garage for the parking of at least one passenger car. (Article 3, Section 3.21)
- iii. Garage doors shall be kept closed except when a person is present
- iv. Parking in the paved alley behind the units is prohibited.

h. DAMAGE TO COMMON AREAS: Each unit owner is strictly and personally liable for any damage in or to common areas caused or caused by family members, guests, invitees, renters, pets.

i. TRASH CONTAINERS: No garbage or trash shall be placed or kept on any Lot or other property, except in covered containers of a type, size and style which are approved by the Architectural Committee. All rubbish, trash, or garbage shall be removed from Lots and other property and shall not be allowed to accumulate thereon. No outdoor incineration shall be kept to maintained on any Lot or other property. (See Article 3, Section 3.7)

j. MACHINERY AND EQUIPMENT: No machinery or equipment of any kind shall be placed operated or maintained upon or adjacent to any Lot, except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction (during the period of construction) of a building, appurtenant structures, or other Improvements or such machinery or equipment which Declarant or the Association may require for the operation and maintenance of the Project. (See Article 3, Section 3.13)

k. DISTURBING OR OBJECTIONABLE NOISE: The association has a quiet time from 10:00PM to 8:00AM. Noise should be kept to a minimum during this time period, and owners should respect other owners' need for quiet time during this time period. Social activities such as parties and family gatherings may be conducted in a responsible and respectable manner.

Owners must be responsible in the use of common areas to maintain order, use of propriety in following local curfews and noise ordinances, cleanup and maintenance of common areas and courtesy to immediate neighbors. Obnoxious and unruly behavior of guests and others will not be tolerated. Loud noise from stereos, TVs, or any other device will not be tolerated. Violations will be handled as described in violation procedures in Section 7 in this booklet.

4. RENTAL OF UNITS: The following shall apply to both unit owners and renters:

- a. No unit may be rented by the owner for a period of less than six (6) months.
- b. All unit owners shall notify the Management Company of any such rental within 15 days of the date of the lease or occupancy by renter, whichever is less, on the form furnished by the Association for such purpose. Unit owners shall furnish renters with a copy of these Regulations.
- c. Unit owners shall notify the Management Company no later than 15 days after the date the unit is vacated by renter.
- d. Unit owners shall be responsible for assuring compliance by renters with these regulations.
- e. Renters and unit owners are subject to the applicable provisions of these Regulations and of all local, state and federal occupancy standards.
- f. Unit owners shall be responsible for assuring compliance by renters with these Regulations and may be held liable by the Association for violations by renters.

5. NUISANCE: The following are hereby declared to be a nuisance:

- a. The development of any unclean, unhealthy, unsightly, or unkempt, condition on, in or about a unit, or common area.
- b. The storage of any item, property or anything that will cause any unit or the common area to appear to be an unclean or untidy condition or that will be noxious to the senses.
- c. The storage, creation or maintenance of any item, property or anything that will cause any unit or common area to emit any foul, unpleasant or noxious odors, or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the other residents of the VTSM.
- d. No hazardous chemical or substance to be used for commercial purposes shall be stored in any part of any unit.
- e. Actions or activities tending to cause embarrassment, discomfort, annoyance, distress, or disturbance to any other residents, their guests or invitees, particularly if the police or sheriff must be called to restore order.
- f. Maintaining any plants, animals, devices or things of any sort whose activities or existence in any way is illegal, noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community by other residents, their guest or invitees, including to much noise in, on or about any unit or the common area, especially after 10:00 pm or before 7:00 am.
- g. Spray painting, discoloring, marking or otherwise placing or allowing to be placed graffiti of any kind upon the walls and all sidewalks and steps and other improvements within the area of the VTSM.
- h. Littering
- i. Any provision, condition, restriction, covenant, easement or reservation contained in the CC&R's which is violated by act or omission.

6. PET RULES

a. PETS: No pets, animals, birds, insects, reptiles of any kind shall be raised, bred or kept in any unit or on the common areas. Dogs, cats or other household pets, not to exceed two per unit, will be allowed. (Article 3, Section 3.12, condensed)

b. NUISANCE: A pet may be maintained in a unit so long as it is not a nuisance. Actions which will constitute a nuisance include, but are not limited to, the following:

- i. abnormal or unreasonable crying, whining, barking, howls, scratching, or makes other disturbing noises in an excessive, continuous or untimely fashion.
 - ii. unhygienic offensiveness, unreasonable foul odors
 - iii. unsanitary conditions in enclosures or surroundings
 - iv. harassment of a passerby, aggressive acts, attacking or threatening to attack people or other pets,
 - v. behavior causing damages to property, defecating on public sidewalk.
- iv. Pet owners must comply with the City of Draper pet ordinances. (Article 3, Section 3.12, clarified)

c. LOCAL LAWS: All pets must be registered with the Salt Lake County Animal Control department and inoculated as required by law. Animal Control will be called to catch pets roaming around the complex. *Owners must be and are strictly responsible for their pets!* (Article 3, Section 3.12, clarified)

d. DAMAGES: Pet owners are strictly liable and fully responsible for personal injuries and/or property damage caused by their pet. (Added)

e. OUTDOORS: Whenever a pet is to leave a unit, the pet, including cats, shall be either on a leash not to exceed six feet (6') or in a cage and under the control of a responsible person. The pet owner must be responsible for cleaning up waste from the animal immediately. (Article 3, Section 3.12, clarified)

f. VIOLATIONS: See violation procedures in Section 7 in this booklet. *The Association will not tolerate any pet rule violations and will strictly enforce the pet rules.*

7. VIOLATIONS: The CC&R's give authority to the Board to individually fine unit owners for violations of these Regulations and the CC&R's as follows:

- a. The unit owner shall be given a written or verbal Notice of Violation or citation as a warning
- b. If the violation is continued or repeated a second time, the unit owner will be fined \$_____
- c. If the violation is continued or repeated for the third time, or more, the unit owner will be fined \$_____ for each violation and the Association shall have such legal remedies to which it is entitled.
- d. No unit shall be used for any unlawful purpose and no unit owner shall do or permit any unlawful act in, upon or about their unit or common area. If any action is brought to enforce or construe these Regulations the prevailing party may recover any reasonable attorney fees and costs, regardless of whether a lawsuit is filed.
- e. Unpaid fines shall be a continuing lien upon the Lot.

f. Violations may be fully satisfied by payment by mail or delivery to the Management Company of the amount of the fine stated in the citation.

g. If a unit owner disagrees with the violation in the notice of violation such person may so notify the Association within the time as set forth therein and request a hearing. Payment of such fine shall be delayed until after the unit owner receives a written notice of hearing and opportunity to be heard and the matter decided. The decision of the Board shall be final and payment of the fine, if any, shall beset forth in the decision.

8. INSURANCE

a. INSURANCE: The Association shall maintain, to the extent reasonable available, the Scope of Coverage as directed in Article 8 of the CC&R's.

b. INSURANCE DEDUCTIBLE: Each owner will be responsible for the insurance deductible, which is \$10,000, for insurance claims related specifically to his/her unit. If there is duplicate coverage of a claim then the insurance of the unit owner is primary and that of the Association is secondary. (See Article 8)

c. CANCELLATION OF INSURANCE: Nothing shall be done or kept in any of the common areas which will increase the rate of insurance for the building or contents thereof applicable for residential use without the prior written consent of the Board. No unit owner shall permit anything to be done or kept in his unit, or in the common areas which will result in an increase in the Association's insurance premium, the cancellation of insurance on the building or contents thereof, or which would be in violation of any public law, ordinance or regulation. No combustibles, gasoline, or other inflammable material may be kept in any unit or about or common area. No waste, pollutants, hazardous substances, toxins or the like, shall be dumped on the common areas. (See Article 8)