

**FAIRMEADOWS HOMEOWNERS
ASSOCIATION, INC.**

**EXTERIOR MODIFICATIONS
MANUAL**

This Manual was created in 2014

Fairmeadows Operational Manual

Modification to or Maintenance/Repair of the Exterior of a Unit by an Owner

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MODIFICATIONS TO EXTERIOR OF UNIT BY OWNER

SECTION

1

A. Currently Approved Authority for Modifications

Declaration – Covenants, Conditions & Restrictions

Section III.D.11.a. – Major Alteration of a Limited Common Area

Major Alteration – Any major alteration of a Limited Common Area by a Unit Owner, especially one which would be considered a material change to the Complex, must be approved by a sixty-seven (67) percent vote of Unit Owners by Percent Interest and shall be in the form of an amendment to the Declaration (Supplement). The conditions, design, standards, color, type of hardware, etc. shall be established prior to the vote and made part of the amendment. The alteration shall become part of the Limited Common Area; however, the Unit Owner shall have the responsibility of maintaining the alteration. The cost to return the altered Limited Common Area to its original state shall be the responsibility of the current Unit Owner, even if different than the Unit Owner who made the alteration.

The following major alterations are hereby approved in accordance with Committee standards:

- 1) Enclosure of balconies by 8-plex Unit Owners;
- 2) Enclosure of parking areas by 8-plex Unit Owners.

The Committee shall include the conditions, design, standards, color, type of hardware, etc. for the above approved alterations in the Rules and Regulations. Any Unit Owner wishing to make one of the above major alterations to his Unit must make a written request to the Management Committee.

Section III.D.11.b. – Minor Alteration of a Limited Common Area

Minor Alteration – Any minor alteration to a Limited Common Area by a Unit Owner must be requested in writing by the Unit Owner in advance and approved by the Management Committee. The Committee's approval shall include any conditions placed upon the approval. The alteration shall become part of the Limited Common Area; however, the Unit Owner shall have the responsibility of maintaining the alteration. The cost to return the altered Limited Common Area to its original state shall be the responsibility of the current Unit Owner, even if different than the Unit Owner who made the alteration.

Rules and Regulations

Section B.3. – Exterior Appurtenances

Exterior Appurtenances – Each Unit Owner shall be responsible for the maintenance, repair, and/or replacement of his air conditioning compressor located on the roof and the following items that are part of the exterior walls of his Unit: doors and door frames, door locks and knobs, windows and window frames, and screens; also doorbells and light fixtures controlled by the Owner. A more definitive breakdown of responsibility between the Unit Owner and the Association for the maintenance of various items is contained in Exhibit A.

With regard to replacement, repair or maintenance of any of the above mentioned items (except air conditioning components), those included in Exhibit A, or of any other exterior appurtenance for which the Owner is responsible, the Management Committee reserves the right to approve the type of design,

material and color of the repair or replacement. To avoid the possibility of incurring additional expense related to the removal of unapproved replacements, all Owners should check with the Committee or the Manager before replacing any outside appurtenance.

Section C.3. – Modification to Exterior of Unit

No Unit Owner shall cause or permit any modification to the exterior of his Unit or Limited Common Areas without prior written approval from the Management Committee. The prohibition herein includes without limitation canopies, additional window awnings (Coventry), shutters, window flower boxes, window air conditioners, hot tubs, spas, radio or television antennas, large satellite dishes, or any other similar type of items.

With the exception of TV satellite dishes, 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. A Unit Owner may, however, use the central radio or television antenna that may have been provided as a part of his Unit. No clothes line, clothes rack or any other device may be used to hang any items outside any window nor may such devices be used anywhere on the Common Areas except in such areas as may be specifically designated for such use by the Management Committee.

- a. Major – Any major change to the exterior of a Unit requires the approval of sixty-seven (67) percent of the Unit Owners. To date the following items have been approved and may be installed by Unit Owners with prior written approval of the Management Committee and under the following conditions:
 - 1) Enclosed Balconies – Balconies of 8-plex Units may be enclosed. However, the Unit Owner must agree to the following conditions:
 - a) The Management Committee’s established specifications must be followed;
 - b) The enclosed area and the modifications made thereto shall remain as Limited Common Area;
 - c) The Owner has the responsibility for maintenance of the modifications;
 - d) Any subsequent modification to return the modification to its original state shall be at the current Owner’s expense.
 - 2) 8-plex Garages – The assigned basement parking spaces assigned to 8-plex Owners may be enclosed as garages under the following conditions:
 - a) The Management Committee’s established specifications must be followed;
 - b) The enclosed area and the modifications made thereto shall remain as Limited Common Areas;
 - c) The Owner has the responsibility for maintenance of the modifications;
 - d) Any subsequent modification to return the modification to its original state shall be at the current Owner’s expense.
- b. Minor – Any minor modification to the exterior of a Unit (e.g. storm/screen doors, skylights, satellite dishes, security cameras, the addition of lights in patio areas or balconies, attached retractable awnings/covers, stair lifts/glides, window well covers, etc.) must be approved by the Management Committee in writing before installation. The Management Committee reserves the right to require specific details, to establish guidelines for any minor modification and reserves the right to approve the design, material and color for any minor modification. The current Unit Owner and any subsequent Owner shall be responsible for the maintenance of any minor modification approved by

the Committee. To avoid the possibility of incurring the expense of removing unapproved minor modifications, you must contact the Management Committee in advance.

Section C.8.c. – Satellite Dishes

Satellite Dish Installation – The Management Committee or the Manager must approve any installation of a satellite dish. The size of the dish is limited to 1 meter (39.37 in.) in diameter as per FCC regulations. The satellite dish must be placed in an inconspicuous place that will provide signal reception. The dish cannot be secured by screws going through the shingles of the roof. The use of electrical conduit for enclosing the satellite cable is prohibited. The Unit Owner is responsible for all maintenance, upkeep, liability and fees related to the dish and its use. The Unit Owner is also responsible for damage of any kind caused by the dish or placement of cables to buildings, Common Areas or Limited Common Areas. Cable connecting the satellite to the TV must be placed in an inconspicuous position to prevent the effect of being unsightly. The Unit Owner, after discussion with the satellite contractor, must provide to the Manager for approval a plan or sketch of cable and satellite placement prior to installation of the satellite.

Section C.8.e. – Screen/Storm Doors

Screen/Storm Doors – The installation of screen/storm doors in the color of white is permitted. No other color is approved except for those doors installed before March 6, 1996. Replacement of such doors must be in the color white.

Section C.8.f. – Mailboxes

Mailboxes – All mailboxes are part of the Common Area. Modifications to or replacement of such mailboxes cannot be made by an Owner without approval of the Management Committee, with the following exception. For Coventry and 4-plex Units, the Management Committee has approved an alternative lockable mailbox which may be purchased by the Unit Owner at his own cost. Those Owners wishing to take advantage of this exception must obtain the necessary information on how to purchase the approved style from the office secretary. Each Owner doing so may install the replacement mailbox himself or request that installation be performed by the Association. Once the alternative mailbox is installed, it shall become part of the Common Area; however, the current Owner and any subsequent Owner has the responsibility of maintaining it. Replacement of the new mailbox with the original mailbox or a new replacement will be at the expense of the current Owner of the Unit.

Section C.8.g. – Reflective Material on Windows

Use of mirror-type reflective material, including aluminum foil, on windows is prohibited. Some forms of heat-reflective-type material or tinting are allowable. Owners wishing to use such material or wishing to install replacement windows with such material or characteristic must seek written approval from the Management Committee before doing so.

SECTION

2

B. Standard License Agreement

Whenever there is a significant modification (major or minor) made to the exterior of an Owner's Unit, a license agreement shall be executed and filed with the Salt Lake County Recorder. The purpose of the agreement is to formally document that the modification, after approval by the Management Committee, has become part of the description of the of the Unit, that the Owner applying for the modification understands that he is responsible for the maintenance of such a modification rather than the Association, and that subsequent Owners shall also be responsible for the maintenance of such a modification.

Currently the following major and minor modifications to the exterior of an Owner's Unit require that this agreement be executed and filed with the County Recorder:

1. Enclosure of Balconies – 8-plex Units
2. Enclosure of Assigned Parking Areas – 8-plex Buildings
3. Skylights

An example of the license agreement to be executed for the above modifications follows this page (Exhibit B.1). The actual agreement to be executed for each type of modification is included with the discussion on the modification discussed later in this manual.

The agreement shall be executed prior to the initiation of work on the modification. Once the work has been completed, inspected and accepted by the City of Midvale if required and accepted by the Management Committee, then the license agreement shall be recorded with the Salt Lake County Recorder. The cost of recording the agreement shall be borne by the Owner.

Once the original of the recorded document has been received by the office, a copy of the recorded document shall be retained by the office and the original document forwarded to the Owner for safe-keeping with his title.

When Recorded, Mail to:

Fairmeadows HOA
6880 South 775 East
Midvale, UT 84047

Condominium Unit Exterior Modification License Agreement

THIS AGREEMENT is entered into this _____ day of _____, 20__ , by and between the Fairmeadows Home Owners Association, Inc., hereinafter referred to as HOA and _____, hereinafter referred to as Owner and relates to modifications which the Owner desires to make on or appurtenant to the following described condominium unit located at: _____

(Street, City and State)

and legally described as follows:

Parcel # _____ Unit # _____ Construction Phase # _____

1. DESCRIPTION OF MODIFICATIONS: The Owner wishes to make the following modifications to the above-described condominium unit at the Owner's sole expense:

The following are attached and made part of this agreement:

a.

2. GRANT OF LICENSE: The HOA hereby grants the Owner permission to install said modifications subject to the terms and conditions of this Agreement.

3. MAINTENANCE: Owner shall be solely responsible for maintaining said modifications including any maintenance required at the sole discretion of HOA. All modifications shall be installed in a sound and workman-like manner. Should the HOA require any modifications in the installation or construction, the Owner shall immediately comply with the instructions of the HOA. Any problems arising as the result of the modifications shall be the responsibility of the Owner. In the event of failure to remedy any problem in a timely manner, the HOA is authorized to perform or contract for any repairs and to bill the Owner the full cost thereof.

4. STRUCTURAL CHANGES: All structural changes require the general contractor to obtain a building permit from the City of Midvale. This permit assures the Owner, through inspection, that his modification has been correctly implemented.

5. RECORDATION: This agreement shall be recorded with the office of the Salt Lake County Recorder, at the sole expense of the Owner. Upon execution of this agreement, should the HOA be the agency to record the document, the Owner agrees to reimburse the HOA for all recording fees, not to exceed twenty-five (25) dollars. The Owner warrants that the terms of

this agreement shall be made known to any subsequent purchase of the above-described property. The terms hereof shall be deemed covenants, which run with the land, and shall be binding upon all subsequent owners of the above-described property. The HOA warrants that if the current or future Owner removes the modification and restores the modified area to its original condition at his cost, that the responsibility for maintenance shall revert back to the HOA.

6. **INDEMNITY:** The Owner agrees to indemnify and hold the HOA harmless from and against all cost, loss or damages incurred by the Owner in relation to the modification described herein. Should it be necessary to enforce or defend any portion of this agreement, the Owner shall be responsible for all attorneys' fees and costs incurred.

OWNER

By: _____
FAIRMEADOWS HOA

OWNER

STATE OF UTAH)
 : SS
County of Salt Lake)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____, in said County and State.

NOTARY PUBLIC

SECTION

3

C. Procedures for the Implementation of an Approved Major Modification

The purpose of this section of the manual is to set forth information and guidance for the Management Committee, the Office staff, and especially for all Unit Owners to ensure an understanding of responsibilities with regard to an implementation of a major modification, the need for uniformity of an implementation of a modification, and the identification of any needed documentation with regard to such an implementation. For each of the currently approved modifications, the following subjects are addressed as appropriate:

1. Procedures to be followed for and/or the content of a Unit Owner's submittal for a request to make a modification
2. Form of the Management Committee's approval which could include one or more of the following:
 - a. A formal letter of approval
 - b. An agreement that must be filed with the Salt Lake County Recorder
 - c. Execution of agreed-to guidelines, requirements, rules, and regulations
3. The Management Committee's approved standards/drawings/guidance for the modification

The following page provides an index to currently approved major modifications.

SECTION

4

C.1. Procedures to Enclose an Assigned Balcony – 8-Plexes

1. Procedures for and content of a Unit Owner's submittal for a request to make a modification:

Owner requests documents from the Office that need to be reviewed and then executed between the Owner and the Management Committee before construction of the enclosure can be initiated. After review, the Owner initiates a request for execution of the documents.

2. The Management Committee's approval to make the conversion shall include the following:

- a. The Owner and the Management Committee execute a notarized agreement (Exhibit C.1.1.) that must be filed with the Salt Lake County Recorder. The agreement shall not be filed with the County until the construction has been completed to the satisfaction of the Midvale City Inspector and the Management Committee.

- b. The Owner and the Management Committee execute an agreed-to guidelines, requirements, rules, and regulations (Exhibit C.1.2.) covering the construction of the conversion.

3. The Management Committee's approved standards/drawings/guidance for the modification:

A copy of an approved drawing for the needed modifications to the balcony railing (Exhibit C.1.3.) shall be provided to the Owner.

When Recorded, Mail to:

Fairmeadows HOA
6880 South 775 East
Midvale, UT 84047

Condominium Unit Exterior Modification License Agreement

THIS AGREEMENT is entered into this _____ day of _____, 20__ , by and between the Fairmeadows Home Owners Association, Inc., hereinafter referred to as HOA and _____, hereinafter referred to as Owner and relates to modifications which the Owner desires to make on or appurtenant to the following described condominium unit located at: _____

(Street, City and State)

and legally described as follows:

Parcel # _____ Unit # _____ Construction Phase # _____

1. **DESCRIPTION OF MODIFICATIONS:** The Owner wishes to make the following modifications to the above-described condominium unit at the Owner's sole expense:

Enclosure of Homeowner's assigned balcony

The following are attached and made part of this agreement:

- a. Agreed-to Guidelines, Requirements, Rules, and Regulations for Conversion (Exhibit C.1.2.)
- b. Approved Drawing (Exhibit C.1.3.)

2. **GRANT OF LICENSE:** The HOA hereby grants the Owner permission to install said modifications subject to the terms and conditions of this Agreement.

3. **MAINTENANCE:** Owner shall be solely responsible for maintaining said modifications including any maintenance required at the sole discretion of HOA. All modifications shall be installed in a sound and workman-like manner. Should the HOA require any modifications in the installation or construction, the Owner shall immediately comply with the instructions of the HOA. Any problems arising as the result of the modifications shall be the responsibility of the Owner. In the event of failure to remedy any problem in a timely manner, the HOA is authorized to perform or contract for any repairs and to bill the Owner the full cost thereof.

4. **STRUCTURAL CHANGES:** All structural changes require the general contractor to obtain a building permit from the City of Midvale. This permit assures the Owner, through inspection, that his modification has been correctly implemented.

5. **RECORDATION:** This agreement shall be recorded with the office of the Salt Lake County Recorder, at the sole expense of the Owner. Upon execution of this agreement, should the HOA be the agency to record the document, the Owner agrees to reimburse the HOA for all recording fees, not to exceed twenty-five (25) dollars. The Owner warrants that the terms of this agreement shall be made known to any subsequent purchase of the above-described property. The terms hereof shall be deemed covenants, which run with the land, and shall be binding upon all subsequent owners of the above-described property. The HOA warrants that if the current or future Owner removes the modification and restores the modified area to its original condition at his cost, that the responsibility for maintenance shall revert back to the HOA.

6. **INDEMNITY:** The Owner agrees to indemnify and hold the HOA harmless from and against all cost, loss or damages incurred by the Owner in relation to the modification described herein. Should it be necessary to enforce or defend any portion of this agreement, the Owner shall be responsible for all attorneys' fees and costs incurred.

OWNER

OWNER

By: _____
FAIRMEADOWS HOA

STATE OF UTAH)
 : SS
County of Salt Lake)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20_____, in said County and State.

NOTARY PUBLIC

**Fairmeadows Homeowners Association
Enclosure of 8-plex Balcony**

Agreed-to Guidelines, Requirements, Rules, and Regulations for Conversion

I (we), _____, the Owner(s) of Unit _____, Building _____, do hereby request permission of the Fairmeadows Management Committee to enclose the limited common area balcony assigned to me (us).

Guidelines, Requirements, Rules and Regulations:

1. Construction

- a. An approved building permit shall be obtained from the City of Midvale. A copy of the permit shall be provided to the office.
- b. Installation/construction shall be in compliance with drawings and any other written guidance furnished by the Management Committee and shall meet all City of Midvale building codes as applicable.
- c. Installation/construction shall be performed by a licensed contractor. The name and license number of the contractor shall be provided to the office shortly after a contractor is selected.
- d. Modifications to the existing building, particularly the existing balcony railing, shall be as follows:
 - 1) Necessary framing and caulking of the existing railing shall be the same as those modifications already in existence and essentially as shown in the accompanying drawing (Exhibit C.1.3).
 - 2) The color (painting) of all wood framing shall match the color of the existing balcony. Information on colors is contained in Sec. II.A of the Office Manual.
 - 3) Framing for the windows must be rough-framed to within ½ inch of the window size.
 - 4) Nothing shall be built higher than the existing walls.
 - 5) The present gap beneath the railing cannot be closed unless the entire balcony is enclosed.
 - 6) No modifications may be made to the existing walls within the balcony, the existing ceiling, or the structural beams and floorboards of the floor.
- e. The following guidelines are provided for installation of the windows:
 - 1) The number of windows shall be the same as existing installations or as follows:
There shall be four equal-sized windows in the front portion of the balcony with two solid-pane windows in the middle with the windows at each end consisting of half being a solid pane and the other half being a sliding pane. The window on the end of the balcony shall be one window consisting of half being a solid pane and the other half being a sliding pane.
 - 2) All window frames must be Amsco or a comparable brand in bronze color.

- 3) All windows must be double-paned with low "E" glass.
- 4) Sliding windows may be screened, with the color matching the color of the window frame.
- f. Installation of additional electrical outlets and lighting is prohibited.
- g. A copy of the final inspection report by Midvale City, if applicable, shall be provided to the office. The Management Committee also reserves the right to inspect the completed work.

2. Maintenance

- a. The Owner shall be responsible for the maintenance, including painting, of all constructed parts related to the enclosure.
- b. The Owner is responsible for keeping the inside and outside of the windows clean.

3. Use

- a. The enclosed balconies may not be used as storage areas. Only items which are normally allowed on the balconies are permitted.
- b. Installation of a hot tub or a sunroof is prohibited.
- c. White 1" or 2" horizontal blinds (levolor or comparable) are permitted.
- d. Carpeting or other covering of the floor may be installed.

Upon approval by Management Committee, I (we) understand and agree to the above guidelines, requirements, rules and regulations which shall apply to the enclosure, maintenance and use of the balcony.

I also understand and agree that any future Owner of my Unit shall be informed of the maintenance responsibilities for this modification.

Signed: _____

Date: _____

Signed: _____

Date: _____

Approval by the Management Committee:

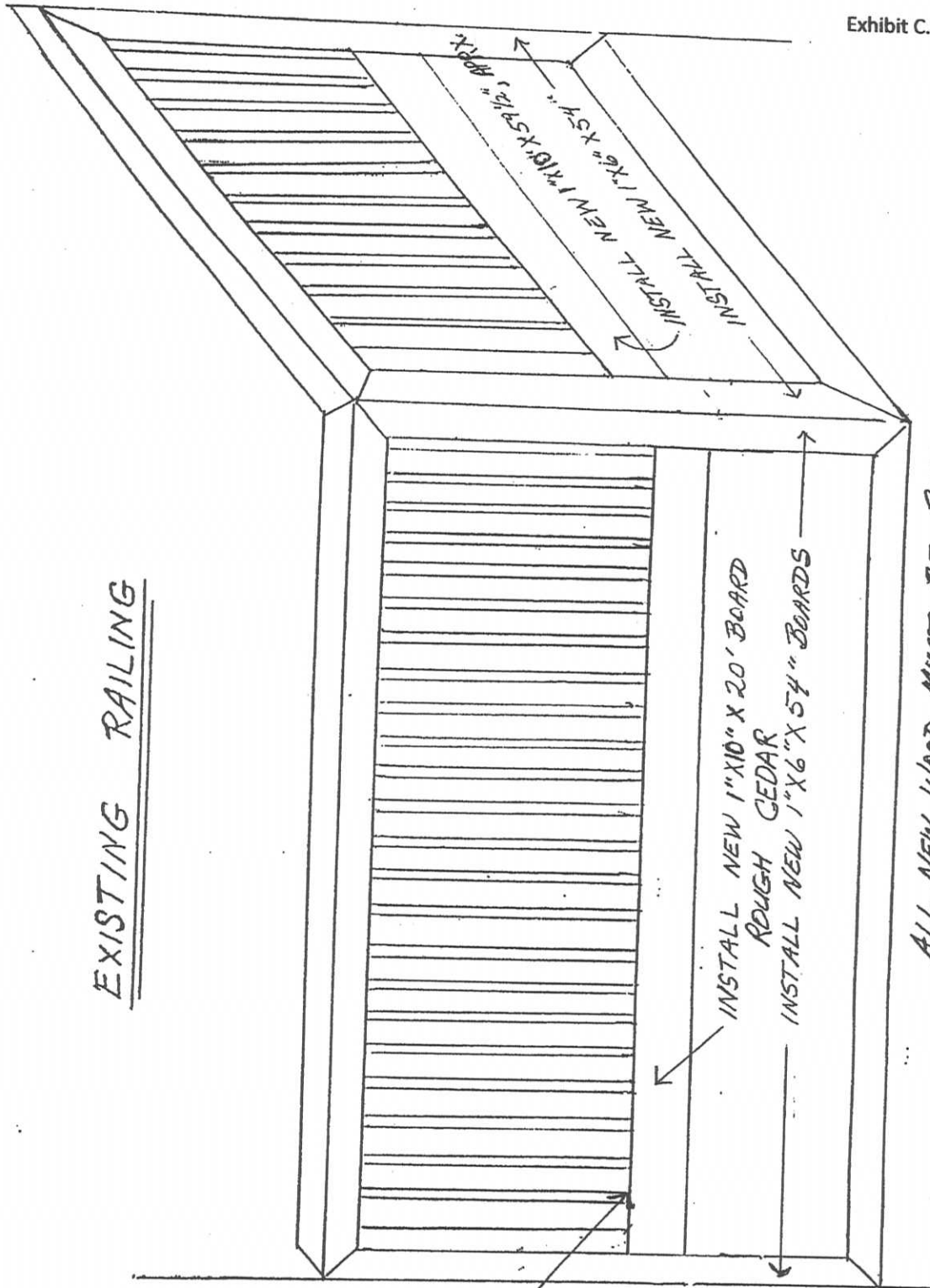
Signed: _____

Date: _____

Signed: _____

Date: _____

EXISTING RAILING



FILL HOLES WITH CHALK COMPOUND

INSTALL NEW 1"X10" X 20' BOARD
ROUGH CEDAR
INSTALL NEW 1"X6" X 54" BOARDS

ALL NEW WOOD MUST BE PAINTED
IN THE EXISTING COLORS.

SECTION

5

5

C.2. Procedures to Convert Assigned Parking Spaces to a Garage – 8-Plexes

1. Procedures for and content of a Unit Owner's submittal for a request to make a modification:

The Owner requests documents from the Office that need to be reviewed and then executed between the Owner and the Management Committee before construction of the conversion can be initiated. After review, the Owner initiates a request for execution of the documents.

2. The Management Committee's approval to make the conversion shall include the following:

- a. The Owner and the Management Committee execute a notarized agreement (Exhibit C.2.1.) that must be filed with the Salt Lake County Recorder. The agreement shall not be filed with the County until the construction has been completed to the satisfaction of the Midvale City Inspector and the Management Committee.

- b. The Owner and the Management Committee execute an agreed-to guidelines, requirements, rules, and regulations (Exhibit C.2.2.) covering the construction of the conversion.

3. The Management Committee's approved standards/drawings/guidance for the modification

A copy of an approved drawing for installation of a garage door (Exhibit C.2.3.) shall be provided to the Owner.

When Recorded, Mail to:

Fairmeadows HOA
6880 South 775 East
Midvale, UT 84047

Condominium Unit Exterior Modification License Agreement

THIS AGREEMENT is entered into this _____ day of _____, 20__ , by and between the Fairmeadows Home Owners Association, Inc., hereinafter referred to as HOA and _____, hereinafter referred to as Owner and relates to modifications which the Owner desires to make on or appurtenant to the following described condominium unit located at: _____

(Street, City and State)

and legally described as follows:

Parcel # _____ Unit # _____ Construction Phase # _____

1. DESCRIPTION OF MODIFICATIONS: The Owner wishes to make the following modifications to the above-described condominium unit at the Owner's sole expense:

Conversion of Homeowner's assigned parking to a garage

The following are attached and made part of this agreement:

- a. Agreed-to Guidelines, Requirements, Rules, and Regulations for Conversion (Exhibit C.2.2.)
- b. Approved Drawings (Exhibit C.2.3.)

2. GRANT OF LICENSE: The HOA hereby grants the Owner permission to install said modifications subject to the terms and conditions of this Agreement.

3. MAINTENANCE: Owner shall be solely responsible for maintaining said modifications including any maintenance required at the sole discretion of HOA. All modifications shall be installed in a sound and workman-like manner. Should the HOA require any modifications in the installation or construction, the Owner shall immediately comply with the instructions of the HOA. Any problems arising as the result of the modifications shall be the responsibility of the Owner. In the event of failure to remedy any problem in a timely manner, the HOA is authorized to perform or contract for any repairs and to bill the Owner the full cost thereof.

4. STRUCTURAL CHANGES: All structural changes require the general contractor to obtain a building permit from the City of Midvale. This permit assures the Owner, through inspection, that his modification has been correctly implemented.

5. **RECORDATION:** This agreement shall be recorded with the office of the Salt Lake County Recorder, at the sole expense of the Owner. Upon execution of this agreement, should the HOA be the agency to record the document, the Owner agrees to reimburse the HOA for all recording fees, not to exceed twenty-five (25) dollars. The Owner warrants that the terms of this agreement shall be made known to any subsequent purchase of the above-described property. The terms hereof shall be deemed covenants, which run with the land, and shall be binding upon all subsequent owners of the above-described property. The HOA warrants that if the current or future Owner removes the modification and restores the modified area to its original condition at his cost, that the responsibility for maintenance shall revert back to the HOA.
6. **INDEMNITY:** The Owner agrees to indemnify and hold the HOA harmless from and against all cost, loss or damages incurred by the Owner in relation to the modification described herein. Should it be necessary to enforce or defend any portion of this agreement, the Owner shall be responsible for all attorneys' fees and costs incurred.

OWNER

By: _____
FAIRMEADOWS HOA

OWNER

STATE OF UTAH)
 : SS
County of Salt Lake)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20_____, in said County and State.

NOTARY PUBLIC

**Fairmeadows Homeowners Association
Conversion of 8-Plex Assigned Parking to a Garage**

Agreed-to Guidelines, Requirements, Rules, and Regulations for Conversion

I (we), _____, the Owner(s) of Unit _____, Building _____, do hereby request permission of the Fairmeadows Management Committee to convert the limited common parking area assigned to me (us) into a garage.

Guidelines, Requirements, Rules and Regulations:

1. Construction

- a. An approved building permit shall be obtained from Midvale City. A copy of the permit shall be provided to the office.
- b. Installation/construction shall be in compliance with drawings and any other written guidance furnished by the Management Committee and shall meet all Salt Lake County building codes as applicable.
- c. Installation/construction shall be performed by a licensed contractor. The name and license number of the contractor shall be provided to the office shortly after a contractor is selected.
- d. The garage door shall be metal and the architectural design of the door (design and layout of panels, etc.) shall be the same as existing doors.
- e. If the assigned parking area contains a utility closet for gas, water, telephone or electric meters, a special garage door lock shall be installed that will permit meter readers to have access to the closet. A copy of the key shall be provided to the office.
- f. The color of the garage door shall match the color of the existing doors. Information on colors is contained in Sec. II.A of the Office Manual.
- g. The color of the two 2"x6" timbers to be installed to hold garage door apparatus shall be the same as the large laminated support beam. Information on colors is contained in Sec. II.A of the Office Manual.
- h. If not already constructed by your neighbor, the wall between your assigned parking spaces and the spaces assigned to your neighbor shall be constructed of 2"x4" studs covered on both sides by sheetrock which shall be taped, mudded and painted the same color as the adjacent concrete walls. A 9"x9" cutout shall be left on at least one side of the wall to permit access to the sewer pipe plug located in the lower part of the pipe.
- i. A copy of the final inspection report by Midvale City, if applicable, shall be provided to the office.

2. Maintenance

- a. The Owner shall be responsible for the operation, maintenance and painting of the garage door. The color shall match the color of the existing doors. Information on colors is contained in Sec. II.A of the Office Manual.

- b. The Owner shall be responsible for the maintenance, including painting, of all other constructed parts related to the conversion, such as the interior wall between assigned areas. The Owner shall be responsible for the maintenance of neighbor's side of the interior wall until the neighbor also converts his assigned parking spaces to a garage.

3. Use

- a. The garage conversion area remains as limited common area with inspection rights granted at all times to the Management Committee, the Manager or their agents.
- b. The garage area shall not be used as a workshop, mechanic shop, or any other use contrary to the CC&Rs and the Rules and Regulations.
- c. The garage area shall not be used for any activities which would be noisy or offensive to neighbors.
- d. The garage door shall be kept closed at all times except for entering or leaving the garage. Vehicles that do not fit inside the garage to permit closing of the garage door must be stored elsewhere at the Owners expense.
- e. Nothing shall be stored in the garage area that would be in conflict with Midvale City Fire Codes (e.g. gasoline, propane, etc.)
- f. If the assigned parking area contains a utility closet as described in 1.e. above, nothing shall be stored in that closet by the Owner.

Upon approval by Management Committee, I (we) understand and agree to the above guidelines, requirements, rules and regulations which shall apply to the conversion (construction), maintenance and use of the garage.

I also understand and agree that any future Owner of my Unit shall be informed of the maintenance responsibilities for this modification.

Signed: _____

Date: _____

Signed: _____

Date: _____

Approval by the Management Committee:

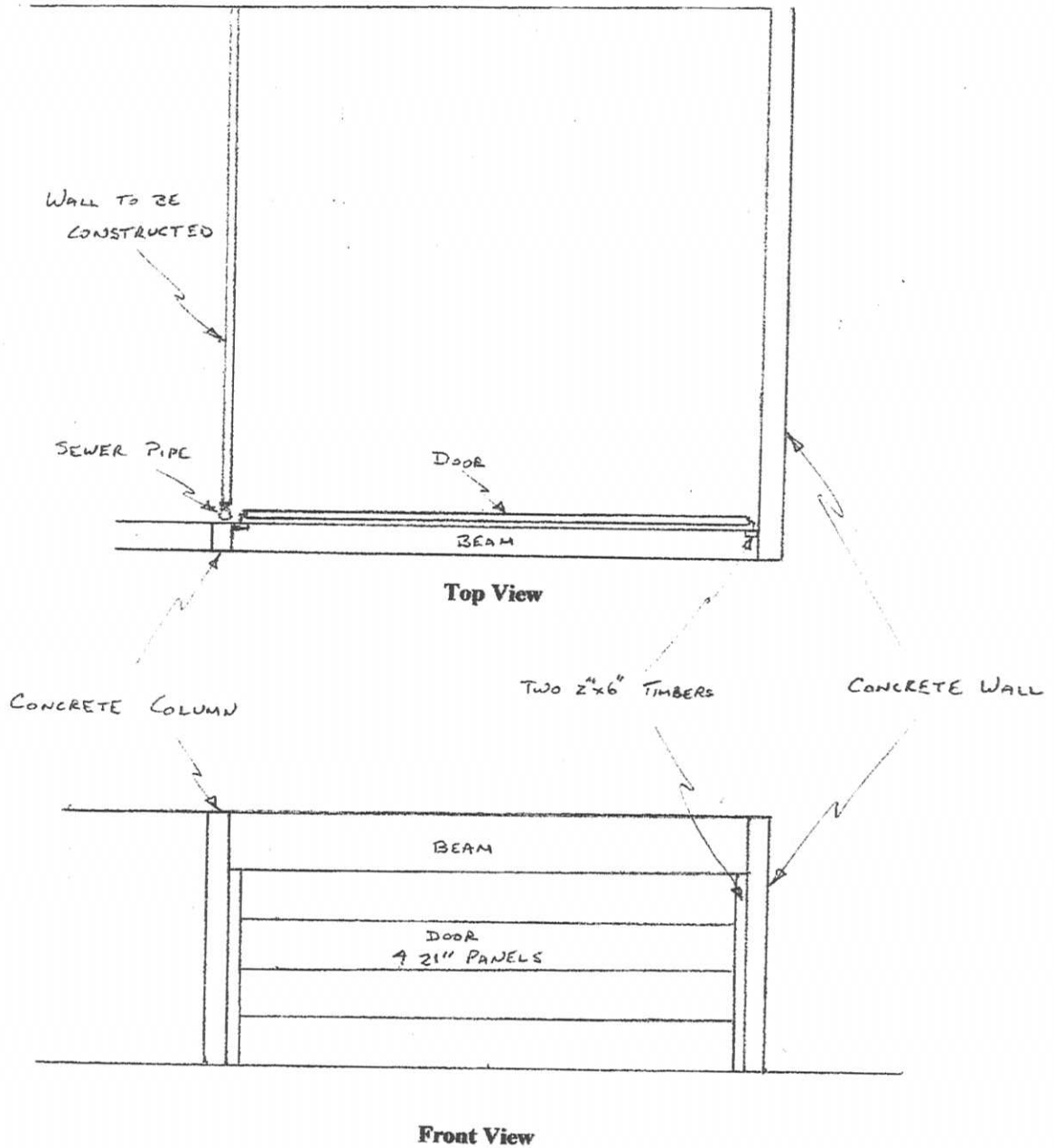
Signed: _____

Date: _____

Signed: _____

Date: _____

Drawing – Enclosure of Assigned Parking for 8-plexes
Approximately to Scale – 1 cm = 2 ft.



SECTION

6

D. Procedures for the Implementation of an Approved Minor Modification

The purpose of this section of the manual is to set forth information and guidance for the Office staff, the Management Committee and especially all Unit Owners to ensure an understanding of responsibilities with regard to an implementation of a minor modification, the need for uniformity of an implementation of a modification, and the identification of any needed documentation with regard to such an implementation. For each of the currently approved modifications, the following subjects are addressed as appropriate:

1. Whether a standard agreement is required for the modification
2. Management Committee's approved standards/drawings/guidance for the modification
3. Procedures for and content of a Unit Owner's submittal for a request to make a modification
4. Documents that must be executed
5. Form of the Management Committee's approval

The following page provides an index each of the currently approved minor modifications.

SECTION

7

D.1. Procedures for the Installation of a Skylight(s)

1. Procedures for and content of a Unit Owner's submittal for a request to make a modification:

Owner requests documents from the Office that need to be reviewed and then executed between the Owner and the Management Committee before construction of the skylight(s) can be initiated. After review, the Owner initiates a request for execution of the documents.

2. Form of the Management Committee's approval to make the installation, which shall include the following:
 - a. The Owner and the Management Committee execute a notarized agreement (Exhibit D.1.1.) that must be filed with the Salt Lake County Recorder. The agreement shall not be filed with the County until the construction has been completed to the satisfaction of the County Inspector and the Management Committee.
 - b. The Owner and the Management Committee execute agreed-to guidelines, requirements, rules, and regulations (Exhibit D.1.2.) covering the construction of the skylight(s).

When Recorded, Mail to:

Fairmeadows HOA
6880 South 775 East
Midvale, UT 84047

Condominium Unit Exterior Modification License Agreement

THIS AGREEMENT is entered into this _____ day of _____, 20__ , by and between the Fairmeadows Home Owners Association, Inc., hereinafter referred to as HOA and _____, hereinafter referred to as Owner and relates to modifications which the Owner desires to make on or appurtenant to the following described condominium unit located at: _____

(Street, City and State)

and legally described as follows:

Parcel # _____ Unit # _____ Construction Phase # _____

1. **DESCRIPTION OF MODIFICATIONS:** The HOMEOWNER wishes to make the following modifications to the above-described condominium unit at the HOMEOWNER'S sole expense:

Installation of Skylight(s) in the roof of the Owner's Unit

The following are attached and made part of this agreement:

a. Agreed-to Guidelines, Requirements, Rules, and Regulations for Installation

2. **GRANT OF LICENSE:** The FAIRMEADOWS HOA hereby grants the HOMEOWNER permission to install said modifications subject to the terms and conditions of this Agreement.

3. **MAINTENANCE:** HOMEOWNER shall be solely responsible for maintaining said modifications including any maintenance required at the sole discretion of FAIRMEADOWS HOA. All modifications shall be installed in a sound and workman-like manner. Should the FAIRMEADOWS HOA require any modifications in the installation or construction, the HOMEOWNER shall immediately comply with the instructions of the FAIRMEADOWS HOA. Any problems arising as the result of the modifications shall be the responsibility of the HOMEOWNER. In the event of failure to remedy any problem in a timely manner, the FAIRMEADOWS HOA is authorized to perform or contract for any repairs and to bill the HOMEOWNER the full cost thereof.

4. **STRUCTURAL CHANGES:** All structural changes require the general contractor to obtain a building permit from City of Midvale. This permit assures the HOMEOWNER, through inspection, that his modification has been correctly implemented.

5. RECORDATION: This agreement shall be recorded with the office of the Salt Lake County Recorder, at the sole expense of the HOMEOWNER. Upon execution of this agreement, the HOMEOWNER agrees to reimburse the FAIRMEADOWS HOA for all recording fees, not to exceed twenty-five (25) dollars. The HOMEOWNER warrants that the terms of this agreement shall be made known to any subsequent purchase of the above-described property. The terms hereof shall be deemed covenants, which run with the land, and shall be binding upon all subsequent owners of the above-described property. The Fairmeadows HOA warrants that if the current or a future HOMEOWNER removes the modification and restores the modified area to its original condition at his cost, that the responsibility for maintenance shall revert back to the Association.

6. INDEMNITY: The HOMEOWNER agrees to indemnify and hold the FAIRMEADOWS HOA harmless from and against all cost, loss or damages incurred by the HOMEOWNER in relation to the modification described herein. Should it be necessary to enforce or defend any portion of this agreement, the HOMEOWNER shall be responsible for all attorneys' fees and costs incurred.

HOMEOWNER

By: _____

FAIRMEADOWS HOA

HOMEOWNER

STATE OF UTAH)
 : SS
 County of Salt Lake)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____, in said County and State.

NOTARY PUBLIC

Fairmeadows Homeowners Association
Installation of Skylight(s)
Agreed-to Guidelines, Requirements, Rules, and Regulations for Conversion

I (we), _____, the Owner(s) of Unit _____, Building _____, do hereby request permission of the Fairmeadows Management Committee to install _____ Skylight(s) in the roof of my unit.

Guidelines, Requirements, Rules and Regulations:

1. Construction

- a. An approved building permit shall be obtained from City of Midvale. A copy of the permit shall be provided to the office.
- b. Installation/construction shall be in compliance with the drawings submitted and accepted by the Management Committee and any other furnished guidance provided by the Committee and such construction shall meet all City of Midvale building codes as applicable.
- c. Installation/construction shall be performed by a licensed contractor. The name and license number of the contractor shall be provided to the office shortly after a contractor is selected.
- d. A maximum of two (2) skylights are permitted per Unit.
- e. Only code-compliant, energy-efficient, fixed skylights that are properly installed and flashed to prevent rain, moisture, snow, ice, etc. from permeating the asphalt-shingled roof shall be used.
- f. The skylights shall be installed only between the structural framing that supports the pitched roof so as not to alter the structural integrity of the roof.
- g. The maximum size of the fixed skylights shall not exceed 24" X 48" and 5" in height, when measured above the surface of the asphalt shingles.
- h. The color of the metal skylight frame shall be brown, dark brown or black to match similar appurtenances presently installed on the roof. The frame shall be weather resistant and its construction shall require low maintenance such that no periodic staining or painting is required. Reflective materials and tinting of the skylight glass shall be consistent with current rules and regulations (see Section C.8.g. of the Rules and Regulations).
- i. The skylights shall be installed/finished within the interior of the unit to preclude access to the attic region, in the case of flat interior ceilings, and/or the exposed joists, in the case of vaulted ceilings.
- j. A copy of the final inspection report by the City of Midvale, if applicable, shall be provided to the office.

2. Maintenance

- a. The Owner shall be responsible for the maintenance of the skylights including the repair of any leaks caused by but not limited to rain, moisture, snow, or ice.

3. Use

- a. Although the Owner shall have maintenance responsibility for the installed skylight, any installed skylight shall become part of the attic and/or roof structure of the building and shall not become part of the description of the Condominium Unit.

Upon approval by the Management Committee, I (we) understand and agree to the above guidelines, requirements, rules and regulations which shall apply to the installation of the skylight(s).

I also understand and agree that any future Owner of my Unit shall be informed of the maintenance responsibilities for this modification.

Signed: _____

Date: _____

Signed: _____

Date: _____

Approval by the Management Committee:

Signed: _____

Date: _____

Signed: _____

Date: _____

SECTION

8

D.2. Procedures for Installation of a Chair Lift/Glide

1. Procedures for and content of a Unit Owner's submittal for a request to install a chair lift/glide on the exterior wall of a Unit:

Owner requests documents from the Office that need to be reviewed and then executed between the Owner and the Management Committee before installation can be initiated. After review, the Owner initiates a request for execution of the documents.

2. Form of the Management Committee's approval to make the conversion, which shall include the following:
 - a. The Owner and the Management Committee execute an agreed-to guidelines, requirements, rules, and regulations (Exhibit D.2.1) covering the construction of the conversion.

**Fairmeadows Homeowners Association
Installation of an Outside Chair Lift/Glide
Agreed-to Guidelines, Requirements, Rules, and Regulations for Installation**

I (we), _____, the Owner(s) of Unit _____, Building _____, do hereby request permission of the Fairmeadows Management Committee to install an outside chair lift/glide in the common area stairway leading to my Unit.

Guidelines, Requirements, Rules and Regulations:

1. Construction

- a. An approved building permit shall be obtained from City of Midvale. A copy of the permit shall be provided to the office.
- b. Installation/construction shall be performed by a licensed contractor or professional installer. The name of the contractor/installer shall be provided to the office shortly after a contractor/installer is selected.
- c. Installation of the electrical outlet for power shall be by a professional electrician and shall be installed under the stairs and out of sight as much as possible.
- d. The lift/glide shall be attached to the existing stairs only and not to the building.
- e. A copy of the final inspection report by the City of Midvale, if applicable, shall be provided to the office. The Management Committee also reserves the right to inspect the completed work.

2. Maintenance

- a. The Owner shall be responsible for the maintenance and proper operation of the lift/glide.
- b. The Owner shall be responsible for keeping the lift/glide in a clean and presentable appearance at all times.

3. Removal

- a. The lift/glide shall be removed by the Owner when the Owner moves out of his Unit or by the estate executor upon the death of the Owner.
- b. The stairs shall be restored to their original state, including the patching of any holes.
- c. The electrical plug installed for the operation of the lift/glide may be left in place unless the Management Committee requests its removal.
- d. In the event of failure to remove the lift/glide in a timely manner, the Fairmeadows HOA is authorized to perform or contract for the removal and to bill the HOMEOWNER the full cost thereof.

Upon approval by Management Committee, I (we) understand and agree to the above guidelines, requirements, rules and regulations which shall apply to the installation, maintenance and removal of the chair lift/glide.

Signed: _____

Date: _____

Signed: _____

Date: _____

Approval by the Management Committee:

Signed: _____

Date: _____

Signed: _____

Date: _____

SECTION

9

D.3. Procedures for Installation of Screen/Storm Doors

1. Installation: No submittal of documents to or approval by the Management Committee is necessary for the installation of a screen/storm door. However, the Owner is bound to comply with Section C.8.e. of the Rules and Regulations as follows:

The installation of screen/storm doors in the color of white is permitted. No other color is approved except for those doors installed before March 6, 1996. Replacement of such doors must be in the color white.

2. Maintenance: The Owner is responsible for all maintenance of the screen/storm door and for keeping it in good operating condition at all times. Worn/torn screens must be replaced in a timely manner.
3. Subsequent Owners of the Unit shall accept the responsibility of either maintaining or removing the existing screen/storm door.

SECTION

10

D.4. Procedures for Installation of Handrails

1. These procedures cover the installation of a handrail at any location on the Common Areas, including Limited Common Areas (patios).
2. An Owner may submit a request to the Management Committee for the installation of a handrail at any location that the Owner considers the existing design/construction of the walkway or stairs to be unsafe in their present condition, particularly with regard to use by handicapped or elderly individuals.

If, in the determination of the Management Committee, the request is valid and would be a benefit to the entire community, then the Management Committee shall accept the responsibility for the design and construction of the handrail. If, in the determination of the Management Committee, the request is for the benefit primarily the Owner making the request, then the Owner shall accept the responsibility for the design and construction of the handrail. The Management Committee shall document its decision in writing to the Owner.

3. Design: The design shall be simple and plain. No elaborate frills are permitted. If construction is the responsibility of the Owner, then the design shall be submitted to the Management Committee for approval.
4. Material & Color: The handrail shall be metal and white in color.
5. Fabrication/Installation: The fabrication/installation of the handrail shall be accomplished by a qualified contractor in that field. The Management Committee reserves the right to inspect the handrail upon completion and request any changes if necessary.
6. Maintenance: Once the handrail has been constructed, it shall become the responsibility of the Association to maintain the handrail if it is located in a Common Area (other than Limited Common Areas). If the handrail is located in a Limited Common Area (patio), then the Owner and any subsequent Owner has the responsibility providing proper maintenance.
7. Removal: Only the Management Committee may remove an installed handrail if it is on Common Area (exclusive of Limited Common Areas). If the handrail is located in a Limited Common Area (patio), current and subsequent Owners shall accept the responsibility of either maintaining or removing the handrail (no approval for removal by the Management Committee is required).

SECTION

11

D.5. Procedures for Installation of Standard Commercial TV Satellite Dishes

1. The Owner is bound to comply with Section C.8.c. of the Rules and Regulations as follows:

The Management Committee or the Manager must approve any installation of a satellite dish. The size of the dish is limited to 1 meter (39.37 in.) in diameter as per FCC regulations. The satellite dish must be placed in an inconspicuous place that will provide signal reception. The dish cannot be secured by screws going through the shingles of the roof. The use of electrical conduit for enclosing the satellite cable is prohibited. The Unit Owner is responsible for all maintenance, upkeep, liability and fees related to the dish and its use. The Unit Owner is also responsible for damage of any kind caused by the dish or placement of cables to buildings, Common Areas or Limited Common Areas. Cable connecting the satellite to the TV must be placed in an inconspicuous position to prevent the effect of being unsightly. The Unit Owner, after discussion with the satellite contractor, must provide to the Manager for approval a plan or sketch of cable and satellite placement prior to installation of the satellite.

2. Installation: As stated in the above R&Rs, the Management Committee or Manager must approve any Owner's (implied to include renter's) request for installation of one or more TV satellite dishes. It is the responsibility of the Owner/renter to ensure that any installer is aware of the above rules and regulations. Any Owner/renter who proceeds with installation without prior approval of the either the Management Committee or the Manager is responsible for any costs related to changes that must be made to comply with the above R&Rs.
3. Maintenance: The Owner/renter is responsible for all maintenance of the satellite dish(es).
4. Subsequent Owners/Renters: Any subsequent Owner or renter of a Unit has the responsibility of contacting the proper company and requesting removal of existing TV dish(es) if he elects to use another form of TV reception and the prior Owner/renter did not make arrangements for removal.

Fairmeadows Homeowners Association
Installation of a Satellite Dish

Agreement-to Guidelines, Requirements, Rules, and Regulations for Installation

I (we), _____, the Owner(s) of Unit _____, Building _____,

do hereby request permission of the Fairmeadows Management Committee to install a Satellite Dish in the common area of my Unit.

Guidelines, Requirements, Rules and Regulations:

1. The Management Committee or the Manager must approve any installation of a satellite dish.
2. The size of the dish is limited to 1 meter (39.37 in.) in diameter as per FCC regulations.
3. The Satellite Dish must be placed in an inconspicuous place that will provide signal reception.
 - a. The dish cannot be secured by screws going through the shingles of the roof, the fascia or the brick pillars of the Unit.
 - b. The use of electrical conduit for enclosing the satellite cable is prohibited.
4. The Unit Owner is responsible for all maintenance, upkeep, liability and fees related to the dish and its use.
5. The Unit Owner is also responsible for damage of any kind caused by the dish or placement of cables to buildings, Common Areas or Limited Common Areas.
6. Cables connecting the satellite to the TV must be placed in an inconspicuous position to prevent the effect of being unsightly.
7. The Unit Owner, after discussion with the satellite contractor, must provide the Manager for approval a plan or sketch of cable and satellite placement PRIOR to installation of the satellite.

8. The office must be notified prior the date of the installation and arrangements must be made so that the maintenance man can be on scene to insure the proper placement of both satellite dish and cable.
9. Upon sale of the Unit and the new owner does not want to use the satellite dish, I (we) understand and agree to remove the dish and correct any problems such as holes and/or paint that may have been caused by the placement of the satellite dish.

Upon approval by the Management Committee or the Manager, I (we) understand and agree to the above guidelines, requirements, rules and regulations which shall apply to the installation of the satellite dish.

Signed: _____ Date: _____

Signed: _____ Date: _____

Approval by the Management Committee or Manager:

Signed _____ Date _____

Signed _____ Date _____

SECTION

12

D.6. Attached Awnings or Covers

The following guidance covers any manual or electrically controlled awning, cover or similar device that is designed to be attached to an Owner's Unit in a patio area. Such devices are permitted by the Management Committee under the following conditions:

1. Request for Installation – An Owner must submit a written request to the Management Committee for the approval of the installation of any attached awning, cover or similar device. The request must include a sketch of the installation, the color(s) of the fabric (picture of material is requested if possible), and how any electrical connection will be made if the device is electrically powered. Renters are not permitted to make such requests.
2. Acceptable Types – Only fabric type covers are allowable. Permanent metal covers are not permitted. Any currently existing metal cover or device must be removed by the Owner prior to the sale of his Unit.
3. Color – The color of the fabric must match the color scheme of the Unit. Should the color scheme of the buildings be changed in the future, no action by the Unit Owner will be required to match the new color scheme except for needed replacement of the fabric.
4. Installation – The device must be professionally installed and any electrical connections, other than for devices that are simply plugged into an outlet, must be completed by a certified electrician.
5. Maintenance – The Owner accepts the responsibility of maintaining the device in a safe operating condition at all times. All repairs to the device shall be at the Owners expense.
6. Removal – The device shall not be considered part of the Common Area and the Owner accepts all responsibility for removal of the device and repairing any resulting damage to the building due to the installation.

SECTION

13

D.7. Window Well Covers

There are no Rules and Regulations covering the installation of window well covers. To date, there have been a number of styles installed by Owners including primarily flat clear plastic and flat open-grated metal. Both types are considered acceptable by the Management Committee under the following conditions:

1. Material/Safety – The material used must be of sufficient strength to hold the weight of an individual.
2. Installation – Installation of the cover must be by a professional installer.
3. Maintenance – Maintenance and replacement of the cover(s) is the responsibility of the Owner.
4. Damage to Unit – Any damage to the interior of the Unit as a result of poor installation of the cover is the responsibility of the Owner. Any damage to the exterior of the Unit as a result of poor installation of the cover is also the responsibility of the Owner to correct.

Installation of window well covers is done by the Association on a case by case basis in the Common Area. Any Owner wishing to install a window well cover in the Limited Common Area will be solely responsible for the purchase, installation and the maintenance of the cover.

A request to the Management Committee for approval of installation of a window well cover is required in the Common Area and must be approved by the Management Committee in advance of installation. The Owner is required to submit a complete design of the cover including installation procedures.

Those existing window well covers not meeting the two types described above may only be replaced with one of the above described covers and the approval of the Management Committee must be made prior to the installation.

SECTION

14

D.8. Additional Patio/Balcony Lights

As a general rule, adding additional patio or balcony lights is discouraged. Should an Owner feel that additional lighting is necessary, then the following procedures govern:

1. Justification and Design – The Owner is required to submit to the Management Committee a request for approval that includes the reasons why the Owner feels that additional lighting on the balcony or patio is needed. The Owner shall include a sketch of the lighting including the type of lighting, the location of any switches involved, the location of the light(s), and how the light(s) will be connected to one of the Owners electrical circuits.
2. Type of Light(s) – The lights to be installed must match, to the degree possible, the existing lights on the patio or balcony. The use of spot lights or flood lights is considered undesirable and will not be approved without adequate justification. Those spot or flood lights currently existing may not be replaced with similar lights without approval of the Management Committee.
3. Light Connection – The light(s) if approved may not be connected to a circuit used to provide lighting for the Common Areas. The lights must be connected to a circuit under the control of the Owner.
4. Installation – The installation of the light(s) shall be by a certified electrician to ensure that installation does not overload the circuit to be used. Any damage to the Unit as a result of poor installation shall be the responsibility of the Owner.
5. Maintenance – The Owner and any subsequent Owner shall be responsible for the maintenance of the lights and shall keep them in good operation condition at all times.
6. Approval – The Management Committee shall approve any request for the installation of additional patio or balcony lights in writing.

SECTION

15

D. 9. Security Cameras

Installation of a security camera(s) on the exterior of a Unit is allowable under the following conditions:

1. A request for the installation, including sketches showing the location(s), must be submitted to the Management Committee by the Owner in advance of installation and must be approved by the Committee before installation is undertaken.
2. The installation must be by a qualified installer of such cameras.
3. The design and installation of any camera must be as inconspicuous as possible.
4. The Owner is responsible for any maintenance or replacement of the camera(s).
5. Upon the sale of the Unit, the Owner and buyer of the Unit are responsible for determining the future use of the camera(s). If they are not to be used by the new Owner, the camera(s) must be removed by current Owner and any damage to the Unit as a result of the installation must be corrected.

SECTION

16

D.10. Procedures for Installation of a Lockable Mailbox

1. Rules and Regulations – Section C.8.f. of the Rules and Regulations state the following with regard to the installation of a lockable mailbox:

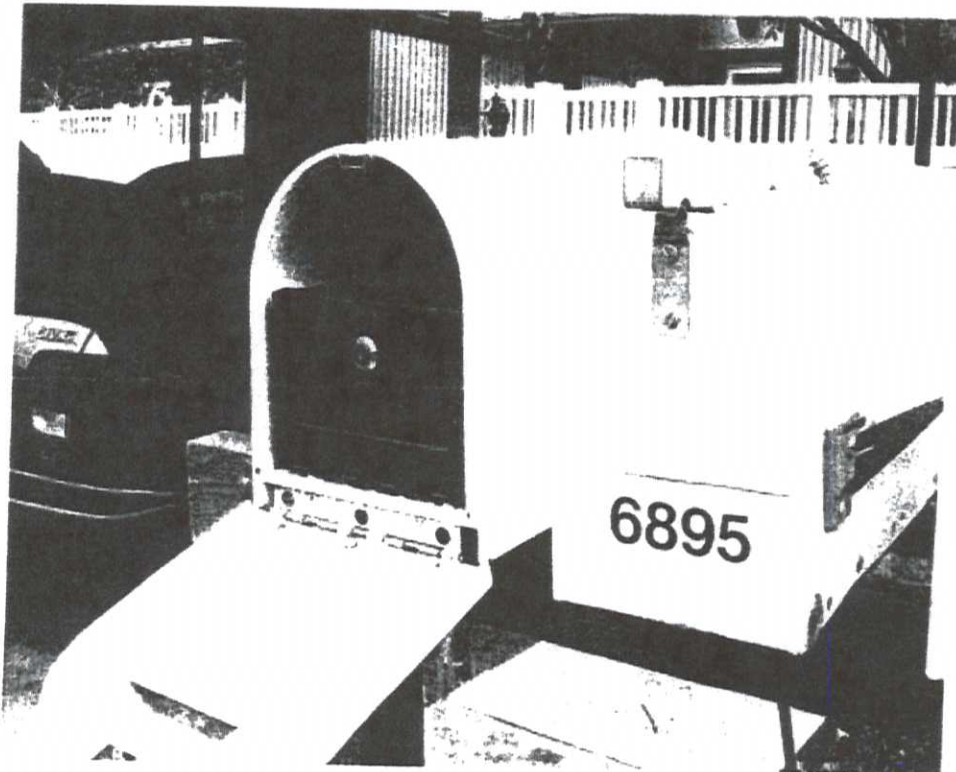
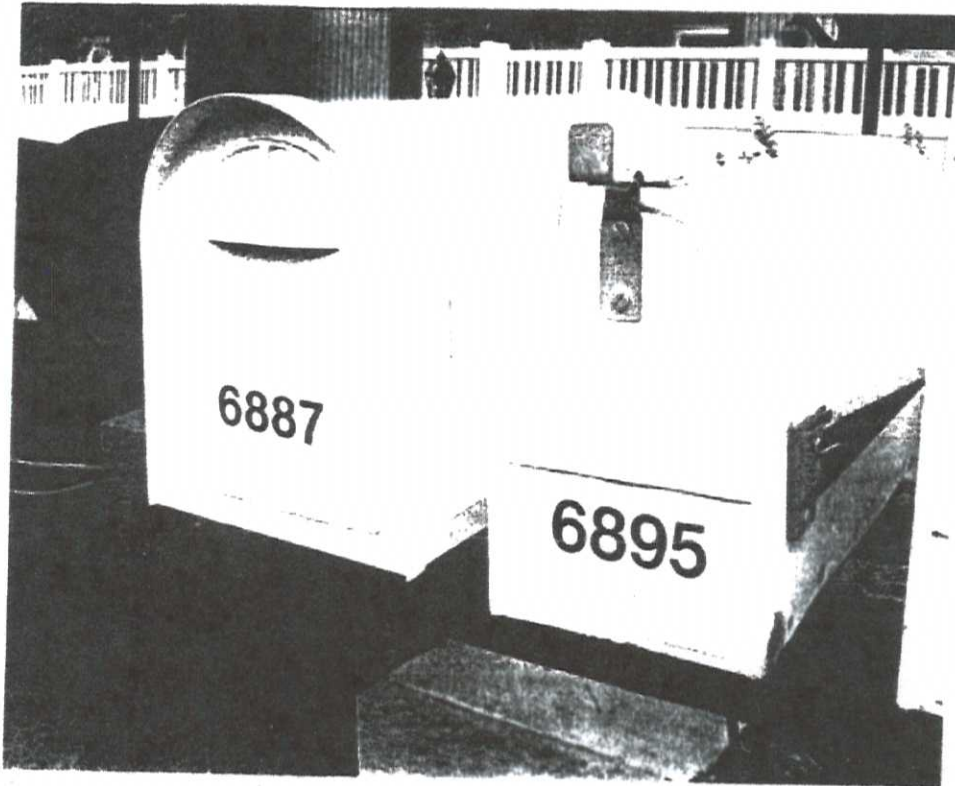
All mailboxes are part of the Common Area. Modifications to or replacement of such mailboxes cannot be made by an Owner without approval of the Management Committee, with the following exception. For Coventry and 4-plex Units, the Management Committee has approved an alternative lockable mailbox which may be purchased by the Unit Owner at his own cost. Those Owners wishing to take advantage of this exception must obtain the necessary information on how to purchase the approved style from the office secretary. Each Owner doing so may install the replacement mailbox himself or request that installation be performed by the Association. Once the alternative mailbox is installed, it shall become part of the Common Area; however, the current Owner and any subsequent Owner has the responsibility of maintaining it. Replacement of the new mailbox with the original mailbox or a new replacement will be at the expense of the current Owner of the Unit.

2. Ordering a Mailbox – Exhibit D.10.1. shows a comparison of the typical mailbox with a lockable box. A lockable box may be ordered using an 800 number or by going on line with your computer at the Owner's expense. That information and information on the accepted style can be obtained from the office secretary. Only the color white is acceptable.
3. Installation – As noted in the R&Rs, the Owner has the option of installing the mailbox himself or requesting the Association to do the installation. Once installed the mailbox becomes part of the Common Area.

The Unit address numbers on the front of the box must be black and in the same font and size as those on existing boxes.

4. Maintenance – Although part of the Common Area, the Owner has the responsibility of maintaining the mailbox in good operating condition.
5. Sale of Unit – Upon sale of the Unit, the new Owner has the option of accepting the existing lockable box, replacing it with the previous box or replacing it with a new non-lockable mailbox that matches the shape, size and color of the Association's original mailbox. The cost of any change shall be worked out between the seller and buyer.
6. Approval – No approval by the Management Committee is required. However, any exceptions to the above guidelines must be approved by the Management Committee in advance.

Exhibit D.10.1.



SECTION

17

D.11. Reflective Materials for Windows

1. Rules and Regulations – Section C.8.g. of the Rules and Regulations state the following with regard to the application of a reflective material on Unit windows:

Use of mirror-type reflective material, including aluminum foil, on windows is prohibited. Some forms of heat-reflective-type material or tinting are allowable. Owners wishing to use such material or wishing to install replacement windows with such material or characteristic must seek written approval from the Management Committee before doing so.

2. Window Covering Material – As stated in the R&Rs, all windows must be equipped with standard curtains, drapes or blinds for privacy. The use of any other type of material is prohibited. Use of aluminum foil or any other material to reflect light or heat is also prohibited.
3. Heat-Reflective Material – As stated in the above R&Rs, an Owner may either install heat reflective material on existing windows or order new windows with that characteristic. The only E Rated material (some call it DR-35) that is allowed in both windows and heat reflecting materials is 35. This rating will reduce the heat by approximately 58% and the glare by 60%. Any number lower than 35 will not be allowed.
4. Request for Approval for Reflective Material – It is required that an Owner submit a written request to the Management Committee for approval of any heat-reflective material on existing windows or as a characteristic of new windows to be ordered along with an adequate description or written documentation so that the Management Committee can make a decision on its acceptability .
5. Maintenance – The Owner or any subsequent Owner is responsible for the maintenance of the reflective material or its replacement if necessary.

**MAINTENANCE/REPAIRS TO EXTERIOR OF UNIT BY
OWNER**

SECTION

18

Information on Exterior Paint Colors

8-Plexes & 4-Plexes

Part	Color	Manufacturer	Base or Name	Sheen	Tints
Bldg. Body	Taupe	Sherwin Williams	7508 Tavern Taupe	Flat	
Trim	Brown	Sherwin Williams	7515 Homestead Brown	Flat	
Stucco	Beige	Sherwin Williams	7511 Bungalow Beige	Flat	
Ext. Doors	White	Sherwin Williams	Hi-Hyde White Liquid Vinyl	Satin	
Garage Ceiling	Beige	Sherwin Williams	7511 Bungalow Beige	Flat	
Garage Door	Almond	Martin Door	7110 Liquid Vinyl Lt Almond	Satin	Y27-48 Y31-48

Exceptions to the Above - 8-Plex Building 44 Only, North & West Sides & Breezeways

Part	Color	Manufacturer	Base or Name	Sheen	Tints
Body	Tan	Kwal-Howells	Ext. Liquid Vinyl Base	Satin	B-1, Y-24, C-1, Y-8, F-9, I-4 per gal.
Trim	Brown	Kwal-Howells	Ext. Liquid Vinyl 7150	Satin	B-3, Y-43, C-1, Y-40, F-24, Kx-4y24, I-4 per gal.
Stucco	Cream	Kwal-Howells	Ext. Liquid Vinyl 7110	Satin	B-25m C-32, F-5, I-1 per gal.

Coventry

Part	Color	Manufacturer	Base or Name	Sheen	Tints
Trim	Brown				
Stucco	Cream	Kwal Howells	Acupro 6320	Flat	B-1Y9 C-2Y6 I-38
Ext. Doors	White	Sherwin Williams	Hi-Hyde White Liquid Vinyl	Satin	
Garage Door	White	Martin Door	White Mist	Satin	

SECTION

19

B. Maintenance/Replacement of Exterior Doors and Windows

The maintenance or replacement of all exterior doors and windows of a Unit is the responsibility of the Unit Owner. Such maintenance or replacement shall be completed in such a manner as to preserve the doors and windows exactly as installed by the builder or as may be modified by the Management Committee from time to time. Section B.2.d. of the Rules and Regulations provides the following guidance on this subject:

As stated in the CC&Rs, exterior doors (including garage doors) and windows (including frames) of a Unit, are the responsibility of the Owner. Therefore, the Unit Owner must maintain/replace the doors and windows/glass servicing solely his Unit. The Unit Owner is responsible for keeping the doors and windows of his Unit in a clean and acceptable condition. When windows become stained due to broken seals in the thermal panes, it is the responsibility of the Owner to take corrective action.

With regard to the above, the Management Committee reserves the right to approve the type of design, material and color for maintaining, repair or replacement of exterior doors and windows. To avoid the possibility of incurring additional expense related to the removal of unapproved replacements, Owners should check with the Committee or the Manager before replacing any windows or doors.

The following guidance is provided:

1. Exterior Windows

- a. Maintenance – The Owner is responsible for maintaining his Unit's windows in a clean and presentable state at all times. Stained glass due to broken seals must be repaired. Failure to maintain the windows is subject to the fine system.
- b. Replacement – An Owner is required to check with the office to determine the currently acceptable type (style, material, color, etc.) of window frames that are permitted. The color of the exterior of the frame may not vary from the currently established color for the style of Unit. However, the Owner does have the option of varying the color of the interior of the frame to match the color scheme of his Unit if desired.

2. Exterior Doors

- a. Maintenance – The Owner is responsible for maintaining the Unit's exterior doors in a clean and presentable state at all times, including the painting of the doors when necessary (see Section II.A. for the color required).

For those Units having sliding glass doors for entry onto patios or balconies, the Unit Owner has same maintenance responsibility as with the glass windows. Stained glass due to broken seals needs to be replaced.

- b. Replacement – The Owner may replace an exterior door without contacting the office or the Management Committee; however, the Owner is required to replace the door with the exact material, style and color (see Section II.A. for color information) of the original. No deviations are acceptable without prior Management Committee approval. The same guidance is provided for replacement of sliding glass doors.

The replacement of hardware on either existing or replacement doors must replicate the style, color and material of the original installation. For the primary (front)

entrances, this means the style shall be "handleset" and the material and color shall be metal (antique brass). For secondary entrances (patios), the style shall be a lockable doorknob and a separate bolt lock and the material shall be metal (antique brass). No other styles, colors, materials are acceptable without approval of the Management Committee.

The use of additional hardware is not permitted other than a small name tag above the security peep hole. However, kick plates may be used for secondary entrances (patios) and shall be in antique brass if possible, but are not permitted on primary entrances.

SECTION

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C. Exterior Lights Operated by Owner

Exterior electrical lights that are under the control of the Owner are the responsibility of the Owner to maintain and replace if necessary. Section III.C.5. of the CC&Rs states the following:

Each Unit Owner shall at his own cost and expense: Be responsible for the maintenance, repair, or replacement of any ...lighting fixtures ... that may be in or connected with his Unit, and over which he has control.

Section B.3. of the Rules and Regulations states the following:

... the Management Committee reserves the right to approve the type of design, material and color of the repair or replacement. To avoid the possibility of incurring additional expense related to the removal of unapproved replacements, all Owners should check with the Committee or the Manager before replacing any outside appurtenance.

It is the intent of the Management Committee to retain the current design, style, color, and material of the current fixtures to the degree possible. Therefore, it is important that any Owner desiring to replace exterior fixtures contact the office or the Management Committee before proceeding with any purchase of replacements.

SECTION

21

D. Maintenance of Enclosed Garages – 8-Plexes

1. Walls and Ceilings – The Owner has the responsibility of maintaining, including the painting of, any wall constructed as part of the building of the enclosed garages. Each Owner shall have the responsibility of painting his side of the wall. If the wall must be replaced or repaired (except for sheetrock), then the two Owners shall cooperate in the hiring of a contractor and share the cost of repair. With regard to the walls and ceilings, the Owner may paint the original Common Area walls and ceilings at his own cost if desired. Refer to Section A. for the required colors.
2. Garage Door – The Owner has the responsibility of maintaining or replacing the garage door. The type of door, style, material, and color must be the same as currently accepted for new construction. See Section A. for information on colors. The Owner is responsible for keeping the garage door clean and presentable, including washing and/or painting when necessary. Rust must be either properly repaired or the door/panel replaced.
3. Hardware – The Owner has the responsibility of maintaining or replacing the operating mechanism for opening the garage door and the locking mechanism.

SECTION

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E. Garage Doors – Coventry

The Owner has the responsibility of maintaining or replacing the garage door. The type of door, style, material, and color must be the same as currently in use. See Section A. for information on colors. The Owner is responsible for keeping the garage door clean and presentable, including washing and/or painting when necessary. Rust must be either properly repaired or the door/panel replaced.

The Owner has the responsibility of maintaining or replacing the operating mechanism for opening the garage door and the locking mechanism.

SECTION

23

SECTION

24

F. Heat Tapes for Gutters/Roofs

As spelled out in the CC&Rs and the Rules and Regulations, the Association has the responsibility of snow and ice removal on any streets and sidewalks that are Common Areas. The same CC&Rs and Rules and Regulations state that the Owner is responsible for maintaining his patio in a clean and safe condition, which would include the removal of snow and ice.

As will always happen during winter seasons, snow will melt on roofs and frequently drip onto patio areas because of ice and snow freezing inside of the gutters and downspouts. It is not the responsibility of the Association to keep the gutters and downspouts free-flowing at all times of the year. Therefore, when melting snow and ice drips onto the patio, it is still the responsibility of the Owner to address any hazards as a result of the water freezing on his patio.

It is also impossible for the Association to keep all joints in gutters completely sealed at all times. The natural freezing and thawing of the water in the gutters will frequently break the seals. Therefore, it is expected that water leaking from such seams may also land in a patio area and freeze. Again, although an unfortunate situation, any water leaking through such seams and freezing on the patio is also the responsibility of the Owner. Due to the fact that many designs of the patios in Fairmeadows results in a number of joints in gutters serving a Unit, this could be a significant issue for the Owner to address. Any heat tape that is needed in the Limited Common Areas (patios) is the responsibility of the Owner.

Should the Owner address the issue of the freezing water by installing heat tapes on the roof of the Unit and/or in the gutters and downspouts serving the Unit, it is required that the Owner:

- 1) notify the Management Committee in writing, including a sketch of the work to be undertaken and the identification of any tape work in gutters and downspouts over Common Area,
- 2) have the system installed by a qualified agency,
- 3) have all electrical connections be installed by a qualified electrician,
- 4) accept all responsibility for the maintenance of the heat-tape system, including that portion over the Common Area.
- 5) accept responsibility for any damage to the Unit, its roof or the gutter drainage system due to the installation and operation of the heating system.

It is strongly recommended that an Owner contact a number of installers and obtain bids before proceeding with the installation of heat tapes.

It is not required that the Management Committee provide a formal approval of the installation; however, the Committee does reserve the right to offer comment on the proposal or take action to stop the installation if it feels such action is warranted.