



Fairmeadows Homeowners Association

Rules and Regulations

Introduction

August 28, 2013

This manual contains the Governing Documents of the Fairmeadows Homeowners Association and consists of two sections: the Declaration and the Rules and Regulations.

This second section, the Rules and Regulations, is directed more to the day-to-day governing of the Fairmeadows Complex. They are established by the Management Committee as authorized by Section III.D.1.d of the CC&Rs and Section IV.C.1.f. of the Bylaws and may be amended as needed by the Committee. The Rules and Regulations address, but are not limited to, the collection of assessments, the management of the recreational facilities, controlling the use of Common and Limited Common Areas, controlling the renting of Units, governing the use of parking and recreational parking spaces, and the collection of fees and/or fines.

Both of the documents in this manual are the property of the Fairmeadows Homeowners Association. They are being provided to Unit Owners for the purpose of understanding the obligations of both the Association and individual Unit Owners and tenants. Please take the time to become familiar with their content. All Unit Owners/tenants are responsible for adhering to the requirements set forth herein as a condition of Unit Ownership within the Fairmeadows Complex. In the event of a dispute between the Fairmeadows Management Committee and a Unit Owner or tenant or between Owners/tenants, the contents herein shall be used to resolve such dispute.

Please keep this manual in a safe place. Do not discard. In the event your Unit is sold, this manual must be provided to the new Unit Owner upon transfer of title. Owners are responsible for providing a copy of the enclosed documents to their tenants. If this manual is lost, stolen, or destroyed, a fee will be charged for replacement.



6880 South 775 East • Midvale, Utah 84047 • Telephone (801) 561-4151

June 19, 2015

Dear Homeowner,

We are writing to let you know of a few changes that have been made to the Rules and Regulations. On page 6 of the Rules and Regulations we have removed the requirement for a background check by homeowners leasing their units. This change was made in order to qualify for FHA approval. The homeowner must still join the Good Landlord Program through Midvale City, which requires a background check.

Because of ongoing problems with violations, especially parking issues, we have increased the fine schedule found on page 16 of the Rules and Regulations. We have had many cars parked overnight without parking permits, residents parking in guest parking spaces for more than two hours at a time, and repeated offenses. This was done in hopes to decrease the number of violations by homeowners.

We have enclosed copies of both pages. Please replace these pages in your copy of CC&R's. If you have any questions, feel free to contact Emily in the office.

Sincerely,

The Fairmeadows HOA Management Committee

Rules and Regulations of Fairmeadows

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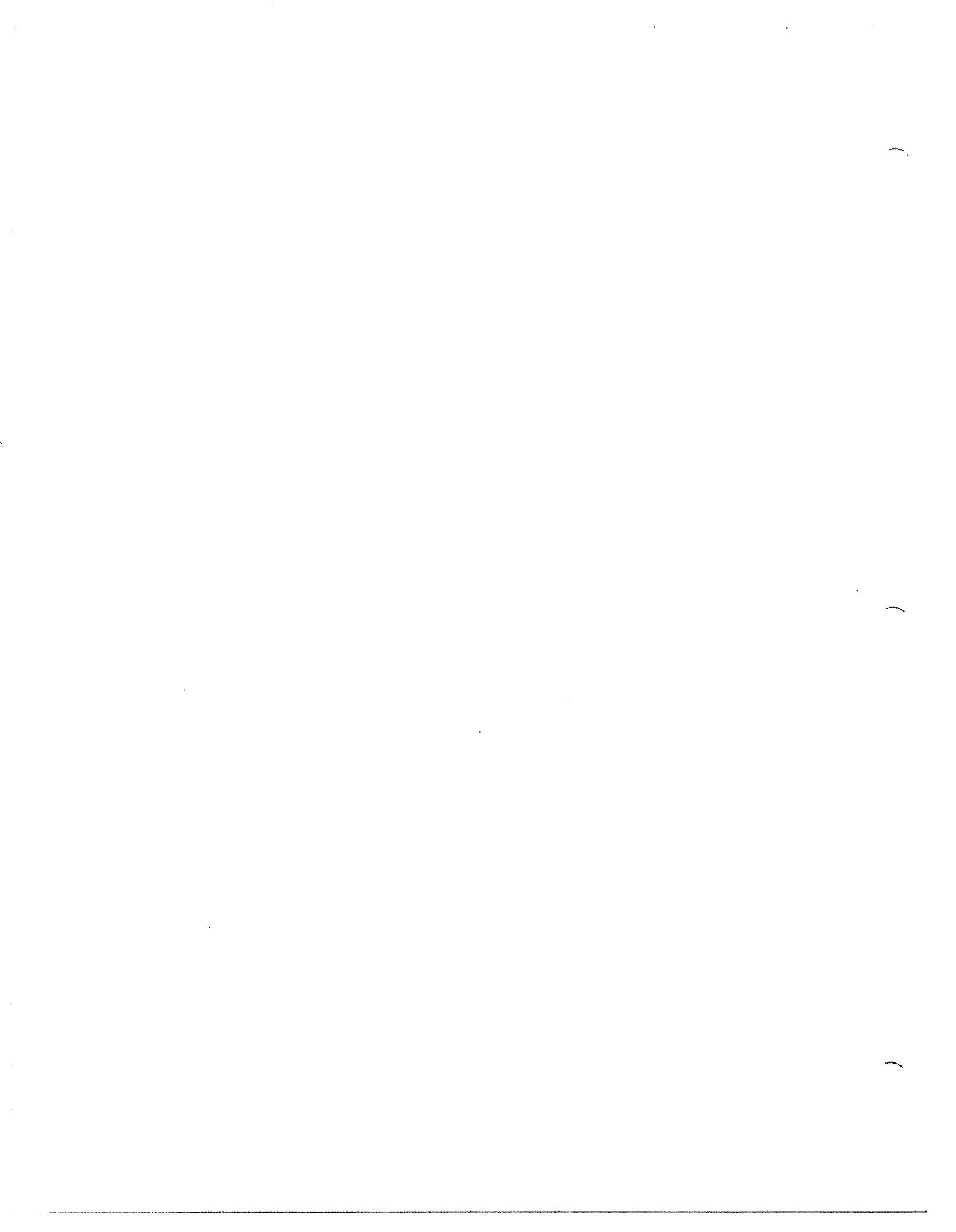
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Rules and Regulations
Fairmeadows Homeowners Association

A. General

1. Authority – The following Rules and Regulations have been adopted by the Management Committee pursuant to authority granted to it by the Declaration, which includes the Covenants, Conditions and Restrictions (CC&Rs) and the Bylaws. The Rules and Regulations shall be applicable to and binding upon each Unit Owner, his family, tenants, guests, and licensees until modified in writing. The Management Committee must authorize, in writing, any exceptions to these Rules and Regulations.
2. Association – Wherever in these Rules and Regulations reference is made to the “Association,” such reference shall mean all Unit Owners collectively. The Fairmeadows Homeowners Association is incorporated as entity number 891490-0140.
3. Unit Owner – Wherever these Regulations refer to “Unit Owner” or “Owner”, such terms shall mean the owner of a unit.
4. Application – All Unit Owners shall be bound by and comply with all the Rules and Regulations governing the Units, common walls, buildings, hallways, Common Areas, Limited Common Areas, recreational facilities, patios, balconies, driveways, grounds, parking, and any other appurtenances and the use thereof. Wherever the term “Common Areas” is used in these Rules and Regulations, it is understood to include “Limited Common Areas” unless stated otherwise.
5. Gender & Verb Tense – The use of the masculine gender shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.
6. Amendments – The Management Committee, on behalf of the Association, reserves the right to add, alter, amend, modify, repeal or revoke these Rules and Regulations and any consent or approval given at any time by action of the Management Committee on behalf of the Association. Whenever such Rules and Regulations are added to, altered, amended, modified, repealed or revoked, the Management Committee shall ensure that a formal numbering procedure is in place for such amendments and that all Owners are provided a copy of each amendment.
7. Conflict – In the event of any conflict, inconsistency, or incongruity between the provisions of these Rules and Regulations and any of the provisions of the Utah Code or the Declaration, the provisions of the Utah Code and Declaration shall in all respects govern and control.
8. Rules and Regulations not a Limitation on Authority – The following Rules and Regulations are set forth by way of explanation, not a limitation, and as authorized in the 14th Supplemental Declaration, as amended by the 15th Supplemental to the Declaration of Fairmeadows, especially Section III.D.1. The Management Committee reserves the right to impose fines for violations which are outlined in these Rules and Regulations in order to insure the Complex is maintained and used in a manner consistent with the interest of the Unit Owners.
9. Definitions – With regard to the use of terms in these Rules and Regulations and when a term is not defined in this document, reference is made to the section on definition of terms in the Declaration (Section II) and elsewhere in the Declaration.

B. Rights/Responsibilities

1. Assessments – Each Unit Owner shall pay, as assessed, all annual and special assessments.
 - a. Annual Assessment – The Annual Assessment is the amount a Unit Owner must pay each fiscal year as his share of the total cost of operating and maintaining the Complex. The Annual Assessment is due in monthly installments on the 1st of each month. Payment shall be made at the Fairmeadows’ office by check or money order. Cash will not be accepted. Reference is made to the following sections of the CC&Rs for more information: Sec. III.A.4. on the determination of your

percent interest in the total cost, Sec. III.C.3.a.1) on what the annual assessment is used for, and Sec. III.C.3.a.3) on how you will be notified.

The Management Committee will notify each Unit Owner in writing during the month of November the amount of his annual assessment for the upcoming year, along with the amount of the installment that will be due monthly. The notification will include a copy of an abbreviated form of the budget upon which the assessment is based.

- b. **Special Assessment** – Unit Owners may be assessed a special assessment for unexpected or non-routine expenses. The procedures and requirements covering Special Assessments (e.g. eligibility and when a vote is required) are covered in Sec. III.C.3.b. of the CC&Rs. The Management Committee shall notify each Unit Owner in writing as to the amount of his total special assessment, how much will be due on an annual basis if for a period covering more than one year, and when and how such payments are to be made.
 - c. **Late Payments** – Any installment of either an annual or special assessment not paid within ten (10) days after the due date shall be in default and shall be subject to a late charge of ten (10) dollars and a late charge of twenty-five (25) dollars for each subsequent month. Each month of failure to pay an installment shall be handled separately and shall follow the same schedule. See Sec. III.C.3.c of the CC&R's for further explanation. Every Unit Owner should be aware that the Committee has the authority to turn the collection of late assessments over to an attorney or a collection agency at any time.
 - d. **Lien/Foreclosure** – Should an Owner be delinquent in his payment of assessment(s), the Management Committee, on behalf of the Association, has the authority to initiate a lien against the Unit and possibly even a foreclosure. Sec. III.C.3.c of the CC&R's covers an Owners personal obligation and information on the procedures to be followed in the case of a lien or foreclosure.
2. **Owner's Unit** – Each Owner is responsible for the interior of his Unit including, but not limited to, the following:
- a. **Maintenance, Repair and Replacement** – Each Unit Owner is responsible for the maintenance, repair and replacement of items within his Unit such as doors and windows (including those in exterior walls), cabinetry and appliances, as well as the refinishing or recovering of walls, floors, and ceilings. A more definitive breakdown of responsibility between the Unit Owner and the Association for the maintenance of various items is contained in Exhibit A.
 - b. **Curtains, Draperies, Shutters and Blinds** – Draperies, curtains, shutters or blinds must be installed by each Unit Owner on all windows of his Unit and must be properly maintained.
 - c. **Common Plumbing** – The Association has the responsibility for maintaining all common water and sewer lines. In the 8-plex Units, two Units share a kitchen sink drainage pipe that leads to the common sewer line. The maintenance of that shared drainage pipe is considered the responsibility of the Owners of the two Units involved. Improper disposal of waste (food, grease, hair, etc.) can become a potential problem. Each Unit Owner is cautioned against excessive use of soaps or other detergents in their appliances or plumbing apparatuses which may cause overflow of suds into his or other Units. It is strongly recommended that 8-plex Unit Owners have their shared drainage pipes professionally cleaned at least annually and share the cost of the routine maintenance. When it is determined by a plumber that one Owner is at fault for the need of repair or replacement of the shared portion of a drainage pipe, that Owner shall be held responsible for the total cost of the repair. When fault cannot be determined or the problem in a shared portion of the drainage pipe is due to common wear and tear, the two Owners shall share the cost of repair or replacement.
 - d. **Exterior Doors and Windows** – 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.

- e. Insurance Coverage – Section III.D.7 of the CC&Rs covers the Association's insurance coverage requirements for the Complex itself as well as the Unit Owner's responsibilities with regard to coverage for his own Unit and for any damage he may cause to other Units or to the Common Areas. It is the sole responsibility of the Unit Owner to review and understand the Association's Master Insurance Policy and obtain adequate insurance coverage for those items for which the Association has no responsibility. Any Unit Owner who leases his Unit should review his policy very carefully since many Insurance Companies will not cover a Unit that is rented to others.

- 1) Unit Coverage – The Management Committee strongly encourages each Unit Owner to maintain a homeowner's (condominium) policy to ensure that he will be able to meet his financial obligations should there be property damage or an accident. The policy should include coverage for the dwelling and for personal liability.

With regard to the coverage on the dwelling, the Management Committee encourages each Unit Owner/tenant to ensure that he is carrying sufficient coverage for items that are not permanently attached to the walls, ceilings or floors of his Unit.

With regard to personal liability, the coverage for bodily injury and related medical costs should include coverage for accidents that occur outside the Unit and are the result of the Owner's/tenant's negligence or are caused by items that are the Owner's responsibility to maintain and repair.

Each Unit Owner should be aware that the Association's insurance policy includes a ten-thousand (10,000) dollar deductible. As stated in the CC&Rs, it shall be the Unit Owner's responsibility to pay the deductible in the event a claim is filed against the Association's policy for damage to the interior of the Unit or for an accident that is caused by the Unit Owner's/tenant's negligence. Therefore, each Unit Owner/tenant should consider including the cost of such a possible deductible as part of his individual homeowner's policy.

- 2) Cancellation of Insurance – Nothing shall be done to or kept in any of the Common Areas that will increase the rate of insurance for a building or its contents without the prior written consent of the Management Committee. No Unit Owner shall permit anything to be done to or kept in his Unit or on the Common Areas which will result in the cancellation of insurance on the building or contents thereof or which would be in violation of any public law, ordinance or regulation.
3. 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.

4. Use of Limited Common Areas – Each Unit has been assigned Limited Common Areas which are restricted in use to only the Unit Owner, his tenants or guests. Such areas include patios, balconies, doorsteps, storage closets (except Coventry), and awnings (only Coventry). Each Unit Owner is

responsible for keeping his Limited Common Areas in a clean and safe condition at all times, meaning free of debris and litter as well as stored and unsightly items other than typical patio/balcony type furniture.

A Unit Owner may plant flowers, shrubbery and trees of his choosing in his patio area or have small potted plants on his balcony, front steps or adjacent to his garage entrance (Coventry). In such cases, the Unit Owner shall be responsible for any damage to his or any neighboring Unit, patio, patio fence or balcony, even if such plantings were by a previous Owner.

See Sec. C.5. concerning requirements/restrictions placed on the use of Limited Common Areas.

5. Use of Recreational Facilities

- a. Identification Card (Pass) – A pass is required for each person accessing and using the recreational facilities. Each Unit Owner is entitled to a total of six (6) resident and guest passes, which are not transferable except to a Unit Owner's own tenant. Passes shall be carried at all times by the resident (Unit Owner in residence or tenant) when utilizing the recreational facilities and must be presented upon request. Each pass must be updated annually with a new tag indicating the current year. The tags will be made available at the office at no cost to the Owner. There will be a service charge of fifteen (15) dollars for the replacement of each pass lost, damaged, or stolen.
 - b. Use of the Clubhouse – Rules governing use of the Clubhouse are attached as Exhibit B.
 - c. Reserving the Clubhouse – Each resident (Unit Owner in residence or tenant) may reserve/rent the clubhouse. The rules, including the procedures for renting the Clubhouse, are attached as Exhibit C of these Rules and Regulations.
 - d. Swimming Pool Rules – Rules covering use of the swimming pool are attached as Exhibit D of these Rules and Regulations. In addition to those Rules, all residents (Unit Owners in residence or tenants) and guests shall abide by the posted rules at the swimming pool. The swimming pool cannot be reserved for private use.
 - e. Tennis Court Rules – Rules covering use of the tennis courts are attached as Exhibit E of these Rules and Regulations. The tennis courts cannot be reserved for private use.
 - f. Attire – All persons shall be properly attired when appearing in or using any of the recreational facilities.
 - g. Smoking – No smoking is allowed in any of the recreational facilities. This includes the clubhouse, swimming pool and tennis courts.
 - h. Users Assume Risk – All persons using any of the recreational facilities do so at their own risk and sole responsibility. The Association does not assume responsibility for any occurrence, accident, or injury in connection with such use. No Unit Owner shall make any claim against the Association, its servants, agents, or employees, for or on account of any loss or damage to life, limb or property sustained as a result of or in connection with any use of the recreational facilities. Each Unit Owner shall hold the Association harmless from any and all liabilities and any action of whatsoever nature by any tenants, guests, invitees, or licensees of such Unit Owner growing out of the use of the recreational facilities, except where such loss, injury or damage can be clearly proved to have resulted from and been proximately caused by the direct negligence of the Association or its agents, servants, or employees, in the operation, care or maintenance of such facilities.
 - i. Denial of the Right to Use – The Management Committee, on behalf of the Association, shall have the right to bar a Unit Owner, his family, guests, or tenants use of any of the recreational facilities for failure to make payment of any assessment or fine due as provided for in the Declaration or these Rules and Regulations.
6. Violations – Violations of the above Rules and Regulations or the referenced Exhibits governing the use of the recreational facilities are subject to the notice/fine schedule spelled out in Section D.8.

7. Damages – Any damage to a building, recreation facilities, equipment or other Common Areas caused by a Unit Owner, his tenants or guests, or a pet of such Unit Owner, tenant, or guest, shall be repaired at the expense of the Unit Owner or tenant.

C. Requirements/Restrictions

1. Occupancy – No part of the Units within the Complex shall be used for any purpose except residential housing and no part of the Common Areas for purposes other than for which they were designed. Each Unit shall be used as a residence for a single family, a medical caretaker if necessary, and guests.

The operation of a business from within, the selling of products from, or the manufacturing of products in a Unit is prohibited as well as any storage of equipment or supplies used in a business. This prohibition does not include working at home (telecommuting).

2. Tenants (Non-Owner Occupants, Renters, Lessees, Others) – A Unit Owner has the right to lease (rent) his Unit, however, the following applies:

- a. Definition – A tenant shall be anyone who resides in a Unit when the Owner does not, whether or not he pays rent and regardless of his relationship to the Owner.

- b. Limit – As required by the CC&Rs, a maximum of forty-six (46) Units may be leased at any given time, not counting those units exempted by Section III.C.8.b.1) of the CC&Rs. If an Owner wishes to lease his Unit to others, he must first contact the office. Once the limit of forty-six (46) has been reached, a waiting list will be maintained by the office secretary and the Owner will be notified on a first-come/first-served basis of his authorization to lease his Unit.

- c. Requirements – The formal requirements governing the lease of a Unit are set forth in the CC&Rs, Sec. III.C.8.b. Any Unit Owner interested in leasing his Unit should review and shall comply with the referenced CC&Rs.

- d. Lease Agreement – Both the Utah Code and City of Midvale Regulations identify a tenant as an individual, other than the Unit Owner, who has regular and exclusive occupancy of the Unit Owner's Unit. Whenever a tenant occupies a Unit, there shall be a formal rental or lease agreement. A copy of the agreement shall be submitted to the Office no later than two (2) weeks following occupancy of the Unit. There are two exceptions to this requirement:

- 1) An Owner who qualifies for an exemption as spelled out in Section III.C.8.b.2) of the CC&Rs shall be exempt from a rental or lease agreement and from all other requirements related to renting his Unit. The Owner shall submit a formal letter to the office documenting that one or more of the conditions for an exemption are in place and shall also notify the office when the exemption no longer exists.

- 2) Sec. III.C.8.b.6) of the CC&Rs requires that an Owner who wishes to rent his Unit obtain a business license and join the City of Midvale's "Good Landlord Program." The City of Midvale may for various reasons (other than those spelled out in 1) above) exempt other Owners from obtaining a business license. Whenever this is the case, the Management Committee shall exempt the Owner from the requirement of a lease, obtaining a business license, and joining the Good Landlord Program. In lieu of the exempted requirements, any Owner who has been so informed shall complete an affidavit (copies available at the office) declaring that such an exemption exists and why, and shall also address certain issues currently included in the checklist discussed below. Any Unit included in this exemption shall be counted as a rental unit.

When a lease is required, a Rental Unit Checklist (copies available at the Office) shall also be executed by both the Unit Owner (Lessor) or his agent and the Renter (Lessee). The checklist shall be composed of two parts; one to be executed jointly between the Lessor and the Lessee and one to be executed by the Lessor. As a minimum, the checklist shall address the following:

- 1) Part 1: Joint Lessor/Lessee

- a) An acknowledgement that the Lessee has been provided a copy of the CC&Rs and the Rules and Regulations and that the documents have been explained to him; that the Lessee agrees to abide by them; and, that failure to abide by them shall mean that the Lessee is in default of the lease.
 - b) An acknowledgement that the Lessee understands that the Unit can only be used as a single family residence as spelled out in the CC&Rs and Rules and Regulations.
 - c) An acknowledgement by reference to Sec. III.D.1.h. of the CC&Rs and to Sec. C.2.f. of the Rules and Regulations that, in the event a tenant has materially violated the Act, Declaration, or these Rules and Regulations, the Management Committee, on behalf of the Association, has the authority to act as Attorney-in-Fact.
- 2) Part 2: Lessor
- a) A statement that evidence has been provided to the Office indicating that the Unit Owner has a valid business license issued by the City of Midvale.
 - b) A statement that evidence has been provided to the Office that the Unit Owner has joined Midvale City's "Good Landlord Program."
 - c) A statement that the Unit Owner has provided a copy of the lease agreement to the Office.

With regard to the renewal of a current lease agreement, only a copy of the renewal agreement needs to be executed and submitted to the office.

- e. Unlawful Acts – The Unit Owner (Lessor) and the tenant (Lessee) are both responsible for ensuring that no unlawful activity is undertaken and agree that the tenant, any member of the tenant's family, guest, or other person under the tenant's control shall not engage in the following:
 - 1) Any criminal activity, including drug-related criminal activity, on or near the Complex. "Drug-related activity" means the illegal manufacture, sale, distribution, use or possession with the intent to manufacture, sell, distribute, or use a controlled substance as defined in Sec. 102 of the Controlled Substance Act (21U.S.C. 802).
 - 2) Any act intended to facilitate criminal activity.
 - 3) The use of the Unit for criminal activity or to facilitate criminal activity, including drug-related criminal activity whether or not the individual engaging in such activity is a member of the family or a guest.
 - 4) The unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance, as defined in UC 58-27-2, at any locations, whether on or near the Unit, the Complex or otherwise.
 - 5) Any illegal activity, including prostitution as defined in UC 76-10-1302; riotous activity as defined in UC 76-9-101; threatening or intimidating as prohibited by UC 76-5-107, 78-10-506, and 76-5-106; assault as prohibited by UC 76-5-102, including but not limited to the unlawful discharge of firearms in or near the Unit; or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the Unit Owner, his family, his agent, or other residents or involving imminent or actual serious property damage as defined by UC 76-6-106.

Violation of the above provisions shall be a material and irreparable violation of the lease agreement and good cause for immediate termination of tenancy. A single violation of any of the provisions shall be deemed a serious violation and a material and irreparable non-compliance of the lease agreement. It is understood that a single violation shall be good cause for immediate termination of the lease under UC 57-22-5. Unless otherwise prohibited by law, a proof of violation shall not require a criminal conviction, but shall be a preponderance of evidence.

In any case of a conflict between the provisions spelled out above and the provisions of the lease, the above provisions shall govern.

- f. Committee as Attorney-in-Fact – In the event a tenant has materially violated the Act, the Declaration, or these Rules and Regulations, the Management Committee, on behalf of the Association, has the authority to act as an Attorney-in-Fact.
- 1) Authority subject to the following conditions:
 - a) The tenant being in material violation of the Act, Declaration, or these Rules and Regulations, and the tenant failing to cure that violation or correct the violation or default after the fourth notice as spelled out in Sec. D.8.
 - b) The Unit Owner being notified of the tenant's alleged violation and failure to cure the same and the Unit Owner failing to have the tenant cure the default after the fourth written notice as spelled out in Sec. D.8.
 - c) That within ten (10) days after the fourth notice to the Unit Owner, the Unit Owner has not commenced legal proceedings to evict the tenant to regain possession of the Unit, or taken other formal action to correct the offensive conduct.
 - 2) Authority includes taking whatever action is required to terminate the offensive conduct/violation, including the following:
 - a) To restore possession of the Unit on behalf of the Owner and to enter such Unit and demand possession of the same.
 - b) To institute in a Unit Owner's name such actions and proceedings as shall be deemed necessary and proper for the recovery of the possession of such Unit, to require the tenant to abide by the Act, the Declaration, and/or these Rules and Regulations and to recover any and all damages which the Committee may consider that it or the Unit Owner is entitled to recover.
 - c) To employ legal counsel to prosecute or assist in prosecuting any such actions and proceedings.
 - d) To compromise, settle, or adjust any actions, proceedings, or other controversies in such manner and on such terms as the Committee may deem in its sole judgment to be best.
 - g. Evictions – All evictions and eviction procedures shall be done in accordance with applicable Utah Law/Code.
 - h. Payment of Attorney Fees – In the event the Committee must undertake legal proceedings to evict a tenant, regain possession of the premises, or enjoin a tenant's behavior, the Unit Owner agrees to pay or reimburse the Association for all attorney's fees and Court costs incurred as a result.
3. Modifications 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.

See Sec. III.D.11. of the CC&Rs for more information concerning restrictions to modifying the exterior of your Unit.

4. Common Areas

- a. Modifications to Common Areas (Exclusive of Limited Common Areas and Unit Buildings) – Major modifications to the Common Areas, such as the construction of fences and patios; the planting of trees, crops and herbs; water fountains; trellises; the placement of tables, chairs or other patio-type furniture; the carpeting of main entrances; and the placement of any types of lights, other than lights during the Christmas season, are prohibited.

The planting of flowers and shrubbery of any type, attachments to the Unit buildings and vinyl fence, and the placement of decorative items such as planter boxes, planter pots, bird houses, bird feeders, bird baths, statues, stepping stones, flags (other than the U. S. Flag), etc. are also prohibited anywhere on the Common Areas unless permitted by the Management Committee by either a written blanket exception or by prior written consent in response to an individual request made by an Owner. All submittals to the Committee for approval must be limited and modest in scope, unobtrusive to other Owners, be consistent with the existing established plantings by the Association, and have no impact or effect on the established lawn or bushes. The Management Committee maintains a set of guidelines for landscaping. It is strongly recommended that those residents interested in the planting of flowers and/or the replacement of shrubbery in the common area review the guidelines before submitting any requests.
- b. Utility Closets – The gas, electric, telephone, and water closets located in the 8-plex parking areas shall not be used for storage of anything by residents.

- c. Electrical Elements – No long-term use of a Common Area electrical outlet or conduit is permitted for any purpose by a resident without prior written authorization of the Management Committee.
- d. Hallways serving 8-Plex Units – Smoking in the confined hallways of 8-plex Units or on the landings and stairways leading to those hallways is prohibited.
- e. Waterfall/Fountain/Pond Area – Wading or swimming in either of the ponds in this area is prohibited due to the strong chemicals used to keep the water clean and clear. Pets are not allowed in either of the ponds for the same reason. The throwing of objects into either of the ponds or into the stream between the two ponds is prohibited. Climbing around the waterfall area is also prohibited to protect the structure. Children six years of age or younger should be accompanied by an adult while visiting this area.

5. Limited Common Areas

- a. Use – Limited Common Areas are restricted to use by the Unit Owners/tenants to which the space has been assigned.
- b. Play Areas - Children are restricted from using as play areas those portions of Common Areas designated as "Limited" (patios, balconies, and 8-plex garages) and assigned to other Owners for their use exclusively.
- c. Plantings – All plantings (trees, shrubs, flowers, vines, ground cover) in patios shall be planted and maintained in such a way as to ensure that no damage is done to the building or the vinyl fence. The planting of "trash" trees, such as the Box Elder, Elm and Russian Olive, or the permitting of seedlings of such trees to grow is prohibited. Vines shall be prevented from attaching to the vinyl fence, the walls/pillars of buildings and the ceilings of balconies and shall also be prevented from growing beyond the fence surrounding the patio. Any devices used to grow vines of any type shall not extend higher than the fence surrounding the patio area. Ground cover must also be controlled and not permitted to grow beyond the fence boundary of the patio. No plants (including those on balconies) shall be attached to or hung from the building. Small plants may be placed on top of or hung from balcony railings, but shall be done so in a safe and secure manner. Any exceptions to the above must be permitted by the Management Committee by either a written blanket exception or by prior written consent in response to an individual request made by an Owner.
- d. Vinyl Fence – Nothing shall be screwed into or attached to the patio vinyl fence without the Management Committee's written approval except for one flag bracket which may be attached to a fencepost. Plants, shrubbery, and trees may not be hung from, attached to, or permitted to hang over and in contact with the patio fence in any way. The Unit Owner shall be responsible for any damage caused to the fence and shall be responsible for keeping the inside of the fence clean and free of marks.
- e. Vinyl Gates – Nothing shall be attached to or hung from patio vinyl gates except for a light-weight decoration (wreath, nameplate, etc.) using a hanging bracket. It shall be the responsibility of the Owner to keep both sides of his patio gate clean and free of marks. All gates shall be kept closed at all times except when in use to prevent damage, e.g. winds slamming gates closed.
- f. Barbeques – Use of barbeques is not permitted anywhere within the Complex except on patios and non-enclosed balconies. Owners/tenants shall take precautions when using such equipment and shall ensure that the equipment is located as far away from building walls as possible when in use. Barbeque tank valves shall be turned off at all times when the equipment is not in use.
- g. Deep-fat Fryers – Use of such equipment within Limited Common Areas or anywhere else in the Complex is prohibited.

6. Vehicles

- a. Assigned Parking – Each Unit either has a two-car garage or has been assigned two reserved parking spaces. Unless otherwise authorized in writing by the Committee, the assigned parking spaces may not be used for any purpose other than for parking automobiles, pickup trucks and motorcycles. All vehicles must fit within the parking space allotted for each Unit. If an Owner or

his tenant(s) has in excess of two (2) vehicles, he must arrange to use another Owner's reserved space or locate space outside of the Complex. This includes company-owned vehicles. Any lease/rental agreement for the use of space(s) assigned to a specific Unit shall be void upon the sale of the Unit.

- b. Guest Parking – Guest parking areas are generally for daytime visitors. Overnight guest parking permits for vehicles (not recreation vehicles) may be obtained from the office. Permits are for a maximum of a two-week period and are generally non-renewable. If a Unit Owner or tenant has an unusual situation possibly warranting a waiver of this non-renewable policy, he may contact the office.
- c. Vehicle Restrictions – The following vehicles may not be parked overnight in the reserved parking spaces, in the guest parking areas, on the streets, or in driveways: buses, large trucks, trailers, semi-trailers, boats, recreational vehicles, travel vans, moving vans, PODs (portable moving containers), cubes, and all commercial vehicles. No guest parking permits will be issued for such vehicles.

Since there is limited parking for guests, Unit Owners are encouraged to park in their assigned parking at all times and are required to park in their assigned parking at night. Parking in guest parking by Owners or tenants for more than two hours during the day is prohibited. Moving vans and rental trucks are exempt from this two-hour restriction for the purpose of loading or unloading but shall not to exceed ten (10) hours.

All vehicles parked outside must have current license plates and be in operating condition.

Vehicles shall not be parked within the Complex with "For Sale" signs attached.

- d. Recreational Vehicle Storage – The only authorized storage of recreational vehicles owned by either Owners or tenants is in the designated RV area. Spaces are available in the RV parking area for a monthly rental fee and on a first-come/first-served basis. Renters are required to sign a lease agreement. If there is inadequate demand by Owners/tenants to fill the RV area, excess spaces may be made available by the Committee to individuals who are not Owners/tenants.
- e. Obstructions – Parking so as to block streets, sidewalks, driveways, stairwells, or garages shall not be permitted. If any vehicle owned or operated by a Unit Owner, tenant or guest is illegally parked or abandoned in the Complex, the Association shall be held harmless by such Unit Owner, tenant or guest for any and all damages or losses that may ensue. Any and all rights in connection therewith that the Owner, tenant or guest may have under the provisions of state or local laws and ordinances are hereby expressly waived. The Unit Owner, tenant or guest shall indemnify the Association against any liability which may be imposed on the Association as a result of such illegal parking or abandonment and any consequence thereof.
- f. Towing of Illegally Parked Vehicles – Unit Owners shall observe and abide by all parking and traffic regulations as posted by the Committee or by municipal authorities. Vehicles parked in violation of any such regulations may be towed away at the Unit Owner's sole risk and expense.
- g. Citations (Warnings/Fines) – The Association and Management Committee shall have the authority to issue a citation to Unit Owners, tenants, guests, and invitees for parking and traffic violations. Citations shall be issued as spelled out in Sec. D.8.
- h. Indemnity of the Association – Should an employee of the Association or the Manager, at the request of a Unit Owner, tenant or guest, handle, move, park, or drive any automobile placed in the parking areas, then, and in every such case, such employee shall be deemed the agent of the Unit Owner, tenant or guest. The Association shall not be liable for any loss, damage or expense that may be suffered or sustained in connection therewith.

7. Pets

- a. Limitations – No pets (animals, birds, insects, or reptiles of any kind) shall be raised, bred or kept in any Unit or on the Common Area, except one small (30 pounds maximum) orderly dog, cat or some other legal household pet. The number of pets per Unit shall not exceed one (1) without the prior written approval of the Management Committee.

- b. Behavior – A pet may be maintained in a Unit so long as it is not a nuisance. Actions which constitute a nuisance include, but are not limited to, abnormal or unreasonable crying, barking, scratching, or unhygienic offensiveness.
 - c. Registration – All residents must register with the office any pet living with them. Copies of the registration form needed for this purpose are available at the office. All residents must also be in compliance with Title 6 of the Midvale Municipal Code concerning animals, particularly Section 6.16 concerning licensing requirements for dogs, cats, and ferrets.
 - d. Damages – Every Unit Owner and tenant is fully responsible for personal injuries and/or property damage caused by his pet.
 - e. Leashes – Pets must be on a leash, except in the established dog run area, and under the control of a responsible person while in the Common Area. Pets may not be tethered or tied up in any part of the Common Area. No pet in the Common Area may be left unattended. Pets running loose will be immediately reported to the Midvale City Animal Control.
 - f. Droppings – An Owner who walks his pet must promptly clean up his pet's droppings in all areas within the Complex.
 - g. Dog Run – An enclosed dog run area is located on the north side of the tennis courts. See Exhibit F for a list of rules governing the use of the dog run.
8. Building/Unit
- a. Structural Integrity – Nothing shall be done in any Unit or on the Common Areas which may impair the structural integrity of the building or which may structurally change the building; nor shall anything be altered or constructed on or removed from the Common Areas, except upon the prior written approval of the Management Committee.

To ensure that the structural integrity of all Units is maintained, a Unit Owner shall check with the Management Committee or the Manager before making any structural changes to the interior walls of his Unit.
 - b. Installation of Additional Appliances – The installation of additional major appliances in a Unit is prohibited, including in garages, basements and crawl spaces. Such prohibited appliances include, but are not limited to, freezers and additional refrigerators, washing machines, dryers and dishwashers. An overburden on the electrical wiring system is a potential fire hazard. Replacement of existing major appliances with comparable equipment is permitted.
 - c. 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.
 - d. Waterbeds – No waterbeds shall be permitted in any Unit unless the Unit Owner furnishes the Management Committee, in advance, verification of proper liability insurance to cover any water damage to any Unit. Waterbed owners are fully responsible for personal injuries or property damages caused by or arising from such use.
 - e. 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.

- f. 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.
- g. Reflective Materials 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.
- h. Fire Code Compliance – Material violations of the fire code may necessitate the imposition of citations and fines by the Management Committee as spelled out in Sec. D.8. of these Rules and Regulations. The stairwell doors on the garage level of the 8-plex buildings are designed to serve as fire doors in the event of a fire in the garage and must remain closed at all times. Any action of a Unit Owner or his tenants which increases the fire hazard in a building, such as wedging fire doors open, may be cause for denial of fire insurance claims by the insurance company.
- i. Electronic Equipment – All radio, television or other electronic equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction. The Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Unit. All such equipment shall be operated at a volume level that would not be annoying to neighboring Unit Owners.
- j. Garbage/Trash – All garbage and trash must be placed in a secured heavy duty plastic bag and placed in the proper receptacles designated for refuse collection. No garbage or trash shall be placed elsewhere on the Common Areas. Any violation will receive a warning/fines as outlined Sec. D.8. of these Rules and Regulations.

9. Personal Property

- a. Storage – No personal property shall be stored in or on the Common Areas without the prior written consent of the Management Committee, except that for patios and balconies, traditional patio/balcony-type furniture may be stored. Storage in enclosed garages is allowed, however, garage doors must remain closed except for entering and exiting.
- b. Property Left in Common Areas – Personal property shall not be left unattended in the Common Areas including, but not limited to, the clubhouse, hallways, parking areas, sidewalks, and lawns.
- c. Indemnity of the Association – Should an employee of the Association or the Manager at the request of a Unit Owner, tenant or guest, move, handle or store any privately owned property, such employee shall be deemed the agent of the Unit Owner. The Association shall not be liable for any loss, damage or expense that may be suffered or sustained in connection therewith.

10. Sales – The following governs all sales undertaken by Unit Owners:

- a. Sale of a Unit – Whenever a Unit Owner takes action to sell his Unit, the office secretary shall be notified. When the sale of the Unit has been finalized, the office secretary shall be provided with the name and contact information of the new Owner. Open houses for the sale of a Unit are restricted to weekends only and for a period of not more than four (4) hours on any given day. See Subsection 11. below concerning the use of signs for an open house.

- b. **Estate Sales** – An estate sale may be conducted one time only. It may be conducted only on a Saturday and for a period of time not to exceed six (6) hours. A request to hold the sale shall be submitted to the Management Committee no later than one week prior to the regularly scheduled monthly meeting that precedes the date of the proposed sale or the date of any scheduled advertisements for the sale, whichever comes first. A deposit of three hundred (300) dollars must be submitted with the request. The deposit shall be returned after the estate sale provided these rules and regulations governing the estate sale are followed.

All items to be sold must remain inside the Unit during the sale and may not be displayed on any common or limited common areas.

Signs for the estate sale shall be in accordance with Subsection 11. below. Parking for those attending the estate sale is restricted to Fairmeadows Drive. It is strongly recommended that advertisements for the estate sale address the parking issue and that the Unit Owner notify nearby neighbors of the upcoming sale.

The Management Committee reserves the right to impose additional conditions upon the Owner with regard to an estate sale that it feels are warranted.

- c. **Garage/Yard/Carport Sales** – All such sales are prohibited and may not be held within the Fairmeadows complex.
11. **Signs** – The placement of any signs outside the Owner's Unit or in the windows of the Unit requires the prior written consent of the Manager or the Management Committee, except as noted below.
- a. **For Sale** – A "For Sale" sign is permitted but shall be no larger than 18" by 24". Only one (1) sign is permitted for a Unit and it shall be placed inside the window.
- b. **Open House for Sale of Unit** – No more than three (3) signs are allowed on the Common Areas during an open house and shall be used on weekends only. Such signs may be displayed only during the time that the open house is being held.
- c. **Estate Sale** – No more than three (3) signs are allowed on the Common Areas during an estate sale and shall be displayed on the day of the estate sale only.
- d. **Security** – Small company-provided security signs may be displayed on the inside of no more than two windows of a Unit. Signs posted outside the Unit are prohibited.
- e. **Political** – A political sign is permitted. It shall be no larger than 18" by 24". Only one (1) sign is permitted per Unit and it shall be placed inside the window. The sign shall be posted for a period not to exceed one month before the election and shall be removed immediately after the election.
12. **Displays** – No Unit Owner shall cause or permit anything to be hung, displayed or exposed on the exterior of his Unit or Common Areas appurtenant thereto, whether through or upon windows, doors, masonry, balconies, or patios of his Unit. The prohibition herein includes without limitation art decorations, crafts, seasonal decorations, etc.; except those approved in writing by the Management Committee or as spelled out below:
- A small United States flag may be displayed by a Unit Owner at the front entrance to his Unit or on/within his assigned Limited Common Area and shall be attached to the Unit using a small bracket. The flag should be displayed properly following the protocol established by Congress. A temporary display of the flag on Common Areas, such as by the Boy Scouts on holidays, is permitted.
- Christmas displays, including lights, are allowed provided they are limited and modest in scope. Displays shall be limited to the period from Thanksgiving through the end of January.
13. **Offensive Activities** – No obnoxious or offensive activity, inclusive of commercial business enterprises, shall be permitted in any Unit or on the Common Areas. Nor shall anything be done therein which may be or may become an annoyance or nuisance to the other Unit Owners or tenants.

No Unit Owner or tenant shall make or permit any disturbing noises or permit anything to be done that will interfere with the rights, comforts or convenience of other Unit Owners. A Unit Owner or tenant

shall keep the volume of any radio, television, stereo (musical reproduction equipment), or musical instrument within his Unit sufficiently reduced so as not to disturb other Unit Owners.

Verbal or physical abuse of the office, facilities and grounds staff will not be tolerated. The Fairmeadows staff is instructed to maintain courteous and professional behavior at all times. The same is expected of Owners, their family members, tenants, and guests. The Management Committee shall have the authority to issue a citation to Unit Owners, their family members, and tenants for violations involving repeated and excessive displays of verbal or physical abuse of the staff.

Skateboarding and rollerblading within the Complex are prohibited.

The use of fireworks within the Complex is prohibited, with the exception of legal fireworks which can be held with the hand.

14. **Unlawful Use** – No Unit shall be used for any unlawful purpose and no Unit Owner shall do or permit any unlawful act in or upon his Unit.

With regard to all of the restrictions/requirements listed above, violations are subject to the notice/fine schedule spelled out in Section D.8.

D. Management of the Community

1. **Records, Audits and Other Formal Reviews** – The CC&Rs permit all Owners to review the books and records of the Association. Any Owner wishing to do so should submit a request, in writing, to the office secretary for an appointment. As required by Sec. IV.C.1.n. of the Declaration, the Management Committee shall ensure that at least one full audit be conducted every three years with other less formal reviews being conducted in the intervening years based on documented agreed-upon-procedures between the Management Committee and the audit firm.

2. Security and Inspections

- a. **Master Key Systems** – Neither the Management Committee nor the Manager shall cause a Master Key system to be used for Units within the Complex. A Master Key system shall be used to open garage doors in the 8-plexes to allow access to closets containing gas or electric meters. A master key system shall be used for the clubhouse, pool, and tennis courts for use of residents only. Each Owner has been issued two (2) keys to the recreational facilities. Any replacement of those keys will cost one hundred (100) dollars per key, even for new Owners who did not receive such keys from the previous Owner.
- b. **Inspections** – Members of the Management Committee, the Manager, and any contractor or workman authorized by the Management Committee or the Manager, may enter any Unit at any reasonable hour of the day for the purpose of exercising and discharging their respective powers and responsibilities, including without limitation inspecting or servicing utilities, or inspecting for the presence of any vermin, insects or pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests. In all cases, except emergencies, the Unit Owner will be notified in advance. In the case of an emergency, such individuals shall be given access to an Owner's Unit without advance notice.

To protect Common Area property and adjacent Units, it is strongly recommended that a key be left with the office when an Owner is going to be absent from his Unit for an extended period of time, e.g. over one month, or when a Unit has been foreclosed upon and becomes the property of a lending agency due to foreclosure (repossession, abandonments or failed reverse mortgages). The purpose is to permit the Management Committee or the Manager access to the Unit in the case of an emergency. Whether a key is left or not, the Management Committee and/or the Manager shall have the right of entry in the case of an emergency. Any access undertaken in an Owner's absence shall be documented and a copy of the documented action taken shall be provided to the Owner.

- c. **Packages, Keys, or Other Articles** – Employees and agents of the Association are not authorized to accept packages, keys, money (except for the payment of assessments or fines) or articles of any description from or for a resident. Should packages, keys (whether for a Unit or an automobile),

money or articles of any description be left with an employee or other agent of the Association, the resident assumes the sole risk. The resident, not the Association, shall be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith. The Association does not assume any responsibility for loss or damage in such cases.

3. Buildings & Grounds – The designated Buildings & Grounds member(s) of the Management Committee has the responsibility of walking the property frequently to insure that proper landscaping and maintenance of the buildings is being accomplished by Fairmeadows' employees. Special attention shall be given to the perimeter of Fairmeadows property and to the walkways. Any evidence of any dangerous conditions or safety concerns shall be reported to the Office or Manager as soon as possible. Examples are, but are not limited to, badly damaged sidewalks, severe pavement damage, exposed wiring, sink holes, leaking water pipes, landscaping problems including broken tree limbs, and needed maintenance to the buildings and roofs. The member(s) shall be included in the annual bid discussion process for grounds maintenance. The member(s) shall make a report at all Management Committee meetings about any findings of problems that he may have found and shall be responsible to follow through and make sure that the problems have been taken care of in a satisfactory manner.
4. Ownership of Manuals, Keys and Passes – All manuals or documents provided to a Unit Owner by the Committee such as the Declaration and these Rules and Regulations; all keys to the recreational facilities; and, all passes to the recreational facilities, are the property of the Association and shall remain with the Unit upon the transfer of ownership of the Unit. Replacement copies of manuals/documents will be provided to Owners/tenants electronically at no cost, or at minimal cost for paper copies.

Any Unit Owner who rents or leases his Unit to others shall keep the original copy of any manual/document, but is responsible for ensuring that tenants are provided a copy of the CC&Rs and a copy of the Rules and Regulations. The Unit Owner shall be responsible for any original manuals/documents and keys or passes to recreational facilities lost by tenants.

Master keys and passes are for the use of the Unit Owners or tenants and may not be loaned to other Owners, children of Owners or tenants, guests, or any other individuals.
5. Solicitors – Solicitors are not permitted inside the Complex. Violations should be reported to the office and the sheriff summoned if necessary.
6. Names and Addresses of Owners – The Office maintains a list of all Owners and their last known post office addresses. The list is open to inspection by all Owners and other persons lawfully entitled to inspect the same, unless an Owner has formally requested that his name and address not be included.
7. Complaints – Complaints regarding the management of the Complex or regarding actions of other Owners/tenants shall be made in writing to the Manager or the Management Committee. No Unit Owners/tenants shall direct, supervise, physically threaten or in any manner attempt to assert control over or request favors of any employee of the Manager or the Association.
8. Violations – For each violation of the Condominium Act of Utah as amended, the Declaration, or these Rules and Regulations, the Association may implement the following procedure regarding notification and the assessment of a fine. This notice/fine schedule shall be followed unless a different notice/fine schedule has been defined elsewhere in these Rules and Regulations for a specific violation.

First Offense – A written notice of the violation shall be sent as a warning to the Unit Owner or tenant. In the case of a parking violation, it shall be placed on the vehicle. The Unit Owner or tenant shall have forty-eight (48) hours to correct the violation.

Continuing Violations – The following applies to continuing violations by Unit Owners, his family members in residence, his guests, or his tenants. Any violation by a family member, guest or tenant shall be considered as a violation by the Owner(s). For example, separate violations of the parking regulations by different members of the same Unit shall be considered violation(s) by the Owner. The following steps of the fine(s) assessment process for a violation shall apply:

If, after forty-eight (48) hours, the original violation still exists or there is a repeat similar violation (not to exceed three years), the Unit Owner/tenant may be assessed a fine(s) as set forth below. Even if a previous fine for the same offense has been paid, the next step of the fine schedule can be implemented without a new written notice, when a continuing violation(s) occurs. There must be a lapse of at least forty-eight (48) hours between the issuing of a subsequent fine for the same or similar offense.

Second Offense – \$100 fine.

Third Offense – \$200 fine. If the offense is a motor vehicle violation, the vehicle may be immediately towed away at the Unit Owner's/tenant's/guest's sole risk and expense.

Fourth Offense – \$300 fine. If the offense is a motor vehicle violation, the vehicle may be immediately towed away at the Unit Owner's/tenant's/guest's sole risk and expense.

Fifth and Subsequent Offenses – \$500 fine. If the offense is a motor vehicle violation, the vehicle may be immediately towed away at the Unit Owner's/tenant's/guest's sole risk and expense.

The sum total of fines related to the same offense shall not exceed five hundred (500) dollars per month.

If a resident of a Unit responsible for a violation is a tenant, a copy of each notice of violation (warning/fine) shall be sent to the Unit Owner (except for vehicle violations).

Each violation of the Declaration or these Rules and Regulations may be fully satisfied by payment, in person or by mail, in the sum indicated in the notice at the Fairmeadows Office at 6880 South 775 East, Midvale, UT, 84047. If payment is made by mail, the check or money order must be made payable to Fairmeadows. Do not mail cash.

If a Unit Owner or tenant disagrees with an alleged violation, he may notify the Management Committee in writing at 6880 South 775 East, Midvale, UT, 84047. He shall be given an opportunity to discuss the matter personally with the Manager and, if necessary, arrange a meeting with the Management Committee.

If, in the judgment of the Management Committee, the offense is flagrant and recurring, the Management Committee may take other actions deemed necessary and permitted under the Declaration, and these Rules and Regulations, such as revocation of rights to use recreational facilities or the placement of a lien against the Unit for non-payment of fines. In such cases, the formal procedures spelled out in the Utah Code shall be followed concerning the right to a hearing, etc.

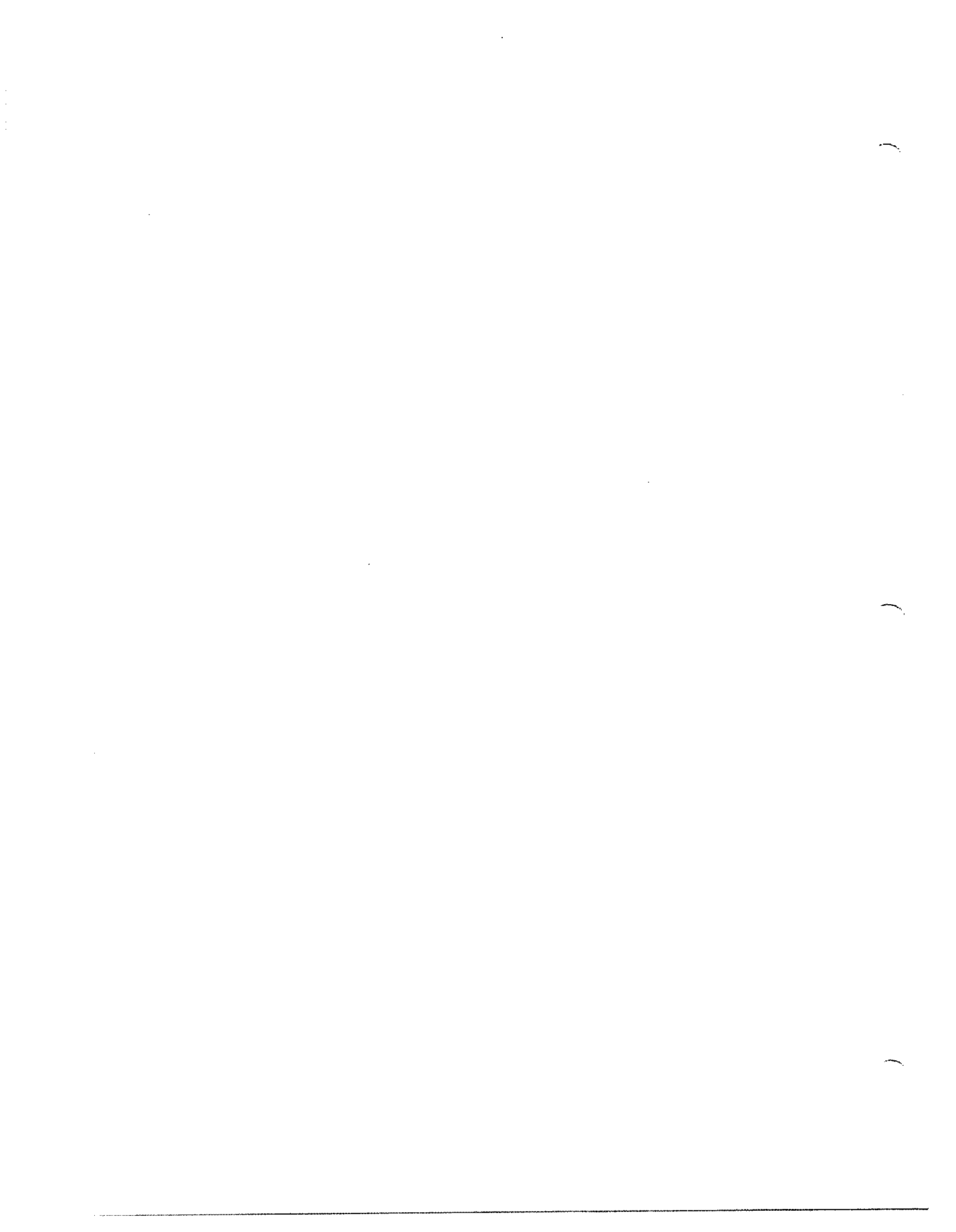
After a period of three (3) years with no repeat violation, the record of all repeat violations shall be expunged. Any violation after a period of three (3) years with no violations shall be considered as an original violation.

Exhibits

- A. Maintenance Responsibilities
- B. Clubhouse Rules
- C. Clubhouse Reservation Rules
- D. Swimming Pool Rules
- E. Tennis Court Rules
- F. Dog Run Rules

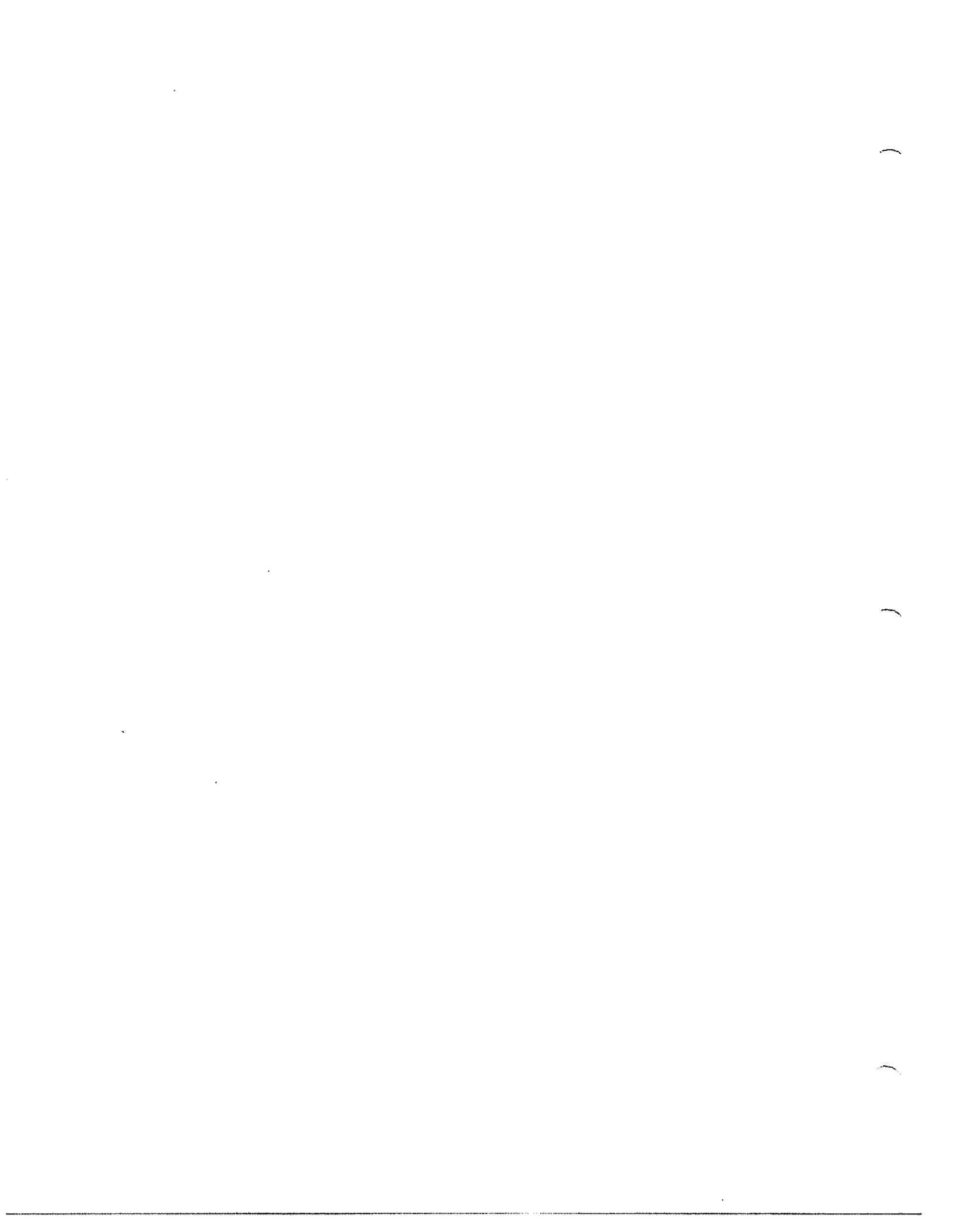
Maintenance Responsibilities
Unit Owner

1. Interior of Unit including all appliances (their cords, connections and hoses included) and the surfaces of all walls, ceilings, floors, doors, windows
2. Furnace
3. Water heater
4. Air conditioner including exterior compressor and related hardware
5. Garage interior (Coventry)
6. Doors and door frames in exterior walls including locks, knobs, etc.
7. All garage doors and related hardware
8. Windows and window frames in exterior walls
9. Screen/Storm doors and related hardware
10. Doorbells
11. Fireplace and vent if installed
12. Balcony floor covering
13. Outside light fixtures controlled by Owner
14. Phone lines inside Unit
15. TV cables serving Unit
16. Exhaust conduits, fans, and covers
17. Waterlines beyond main control valve for Unit
18. Plumbing fixtures including hose bib (exterior water faucet) serving Unit's Limited Common Area
19. Drainage pipes and vents serving a Unit and also those shared drainage pipes serving more than one Unit in the 8-plexes. For shared drainage pipes, the cost shall be shared unless negligence by an Owner/tenant can be determined
20. Electrical service panel and all electrical lines from service panel to outlets
21. Gas lines from control meter to Unit
22. Approved satellite dishes and related hardware
23. Approved radio antennas and related hardware
24. All plants, trees and shrubs planted within the Limited Common Area
25. Interior pest control
26. All approved modifications to interior or exterior of Unit
27. All items or furniture attached to the interior walls of the Unit
28. Approved, lockable mailboxes as purchased by Owner (Coventry and 4-plexes)



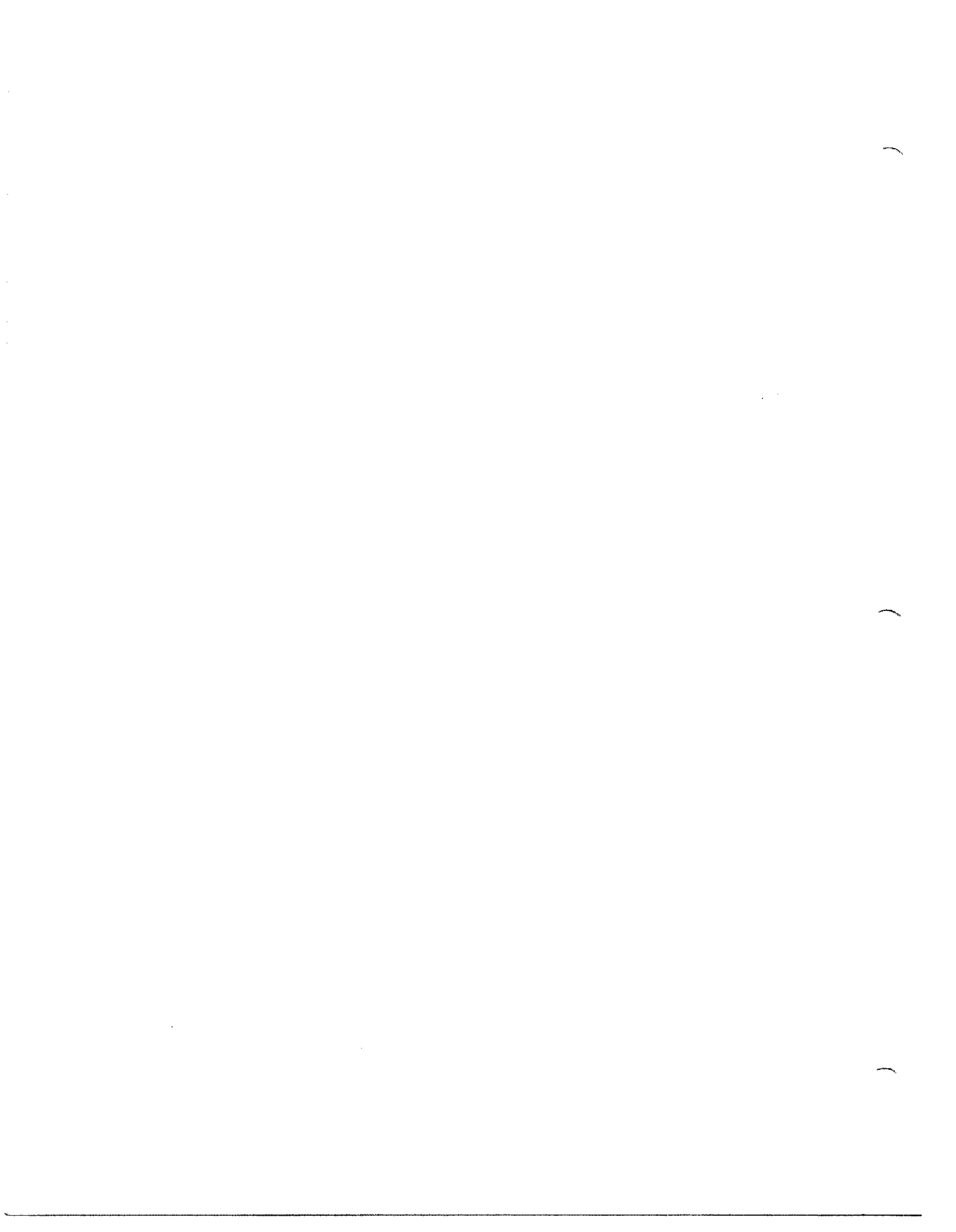
Association

1. All Common Areas with the exception of items listed as the Owner's responsibility
2. Structural portions of Owners' buildings including foundations, walls, sheetrock, roofs, attics, crawl spaces, gutters and downspouts
3. Damage to the interior of an Owner's Unit caused by exterior sources
4. Original patio concrete, fences and gates (unless damaged by trees etc. planted by the Owner). If the Committee itself replaces or significantly repairs the patio, it shall be considered original.
5. Balconies except for floor covering and any modifications made by Owner
6. Carports and parking spaces in 8-plex buildings except for modifications to 8-plex spaces made by Owners
7. Steps and stairways
8. Public hallways
9. Mailboxes, except for Owner installed mailboxes
10. Doors and door frames of storage closets in the 8-plex and 4-plex buildings
11. Doors/door frames of trash closets in the Coventry buildings
12. Light fixtures controlled by the Association
13. Attic hatches
14. Attic fans
15. Water lines to main control valve for Unit
16. Hose bibs not located within Limited Common Areas
17. All common sewer pipes except when negligence is involved
18. Electric lines to service panel serving Unit
19. Gas lines to the meter of a Unit
20. Exterior of all buildings including replacement of dry rot, control of termites, carpenter ants, etc.
21. Window wells including proper maintenance of landscaping, sprinklers, rain gutters, and debris removal to prevent flooding of Units
22. Trash receptacles
23. Painting of exterior appurtenances



Clubhouse Rules

1. Use of the Clubhouse is restricted to residents (Owners in residence and tenants) and their guests.
2. See Exhibit C for procedures and rules governing reserving the Clubhouse.
3. The Clubhouse is open for use by residents and their guests from 8:30 a.m. to 10:00 p.m. Monday through Friday and from 10:00 a.m. to 10:00 p.m. on Saturday and Sunday. The upper level (including the pool table) is not available for use if it has been reserved by a resident.
4. A current pass (must have annual tag attached) for each resident and each of his guests must be in the possession of the resident at all times. Anyone without a pass will be asked to leave.
5. Resident children under the age of 14 and their guests must be accompanied by an adult.
6. The loaning of passes or a recreational facilities master key to other residents, family resident children under 14, guests and invitees, or to any other individual is prohibited.
7. Guests of a resident must be accompanied by the resident while using the Clubhouse.
8. Adult residents are Clubhouse monitors. Any adult resident has the authority to enforce these Clubhouse rules, including the inspection of passes, and should call the police if assistance is needed.
9. The pool table is not to be moved. No horseplay with the pool table equipment is permitted. Place pool sticks in rack upon finishing play. Cover table with plastic cover upon finishing play. If another resident is waiting to play, limit your play to one (1) hour.
10. The exercise equipment needs to be used properly to ensure that no injury occurs and to prevent damage to the equipment or building. All children under the age of 14 shall be supervised by an adult.
11. The ping pong room is for playing ping pong only. No horseplay or other activities are permitted. Please use caution when using the equipment to prevent damage to the table and the walls/ceiling.
12. If folding tables and chairs are used for an activity, they shall be returned to the closet before leaving. Any Clubhouse furniture that has been moved for an activity shall be returned to its original position after completion of the activity.
13. Smoking inside the Clubhouse, including in the restrooms, is prohibited.
14. Any spills shall be cleaned up immediately. Trash shall be deposited in the trash can in the kitchen.
15. No pets are allowed inside the Clubhouse or tethered/tied up outside.
16. Radios or amplified music are permitted, but the volume shall be kept low.
17. Use of loud and/or abusive language is prohibited.



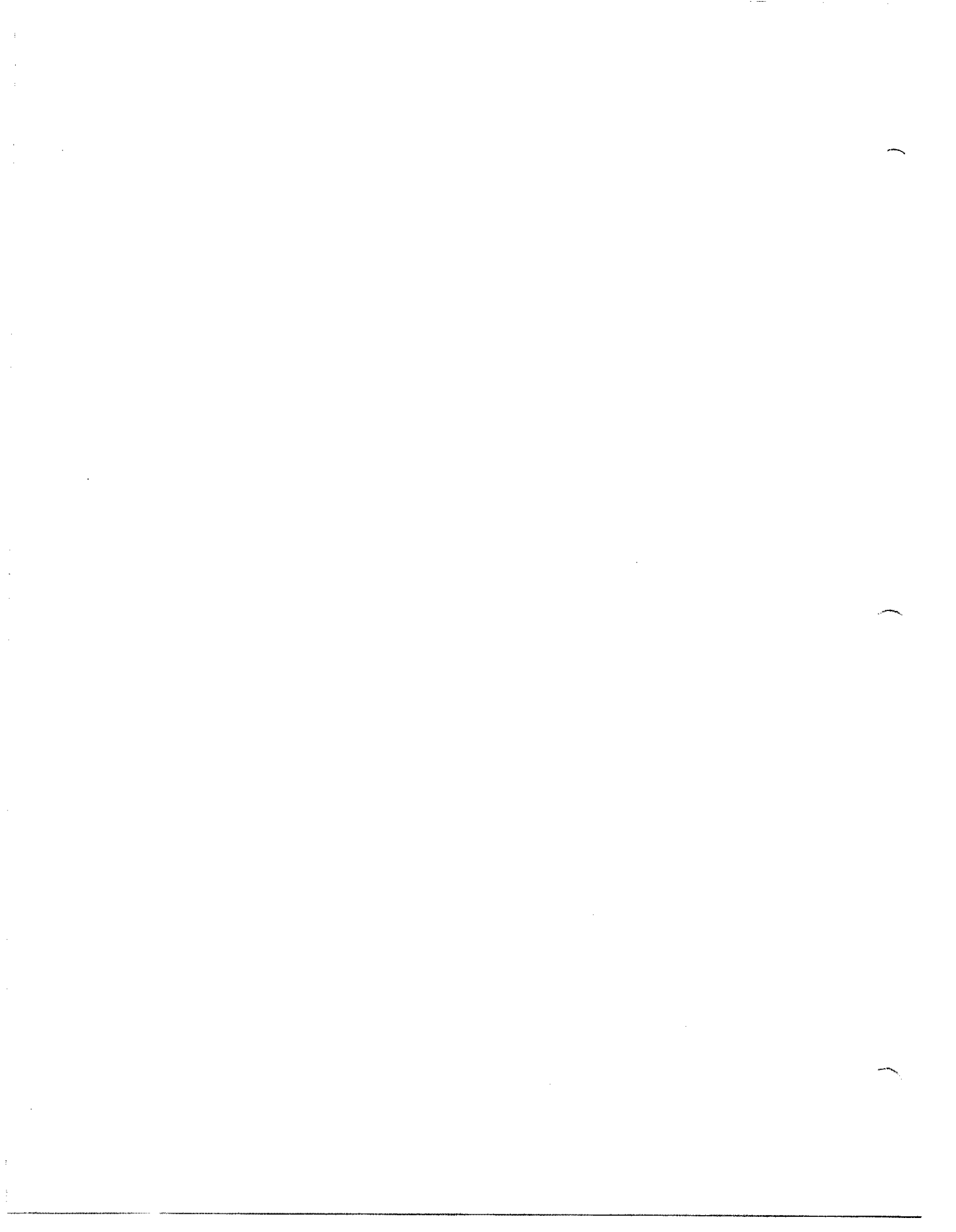
Clubhouse Reservation Rules

1. Procedures – Any resident (Owner-in-residence or tenant) may reserve the Clubhouse by contacting the office secretary during regular office hours prior to the reservation date. The resident will be required to sign an agreement regarding these rules, provide a deposit, and pay the rental fee at that time.
2. Deposit & Rental Fee – A deposit of one hundred (100) dollars is required and will be refunded if the Clubhouse is left clean and without damage. The rental fee is forty (40) dollars. The rental fee is refundable only if the reservation is cancelled at least five (5) days prior to the reservation date. The deposit will always be refunded if there is a cancellation.
3. Restrictions
 - a. The maximum number of persons for which the Clubhouse may be rented is sixty (60).
 - b. The maximum period of time the Clubhouse may be rented is six (6) hours.
 - c. Only the upstairs level of the Clubhouse may be rented. The remaining portions of the Clubhouse may not be used, with the exception of the restrooms. The swimming pool area and the tennis courts are off limits to guests.
 - d. The Clubhouse may not be rented for drinking parties.
 - e. The Clubhouse may be rented for wedding receptions with certain restrictions (contact office secretary).
 - f. A resident may rent the Clubhouse for Thanksgiving day, Christmas eve, Christmas day, New Year's eve, or New Year's day only once during any three-year period. A notice of cancellation for any of these special days must be received at least four (4) weeks prior to the reservation date to receive a refund of the reservation fee. If not rented within two (2) weeks prior to any specific holiday, then any resident may rent the Clubhouse.
 - g. Smoking is not permitted anywhere within the Clubhouse, including the restrooms.
 - h. The Clubhouse may be decorated or furnished for the event. However, attachment of decorations to the walls, ceilings, or regular Clubhouse furniture is prohibited.
 - i. The resident must provide his own pans, cooking utensils, dishes, silverware, dish towels, cleaning materials, and plastic trash bags. The stove and microwave oven may be used for the warming of food only.
 - j. The pool table shall not be moved because it has been carefully adjusted to provide a level playing surface.
 - k. The Clubhouse must be cleaned and vacated by 11:00 p.m. Monday through Saturday and by 10:00 p.m. on Sunday.
4. Cleanup – As a minimum, the following cleaning must be accomplished to ensure a full refund of the deposit:
 - a. Remove all garbage and trash from the premises.
 - b. Vacuum/clean the carpet including the stairway and the downstairs hall. Remove all spills. The vacuum is located in the closet near the kitchen.
 - c. Kitchen: wash counter tops; clean stove and microwave oven; clean and scour sink; clean out and wipe off refrigerator; clean floor including shoe scuff marks.
 - d. Return all regular Clubhouse furniture to its original location.
 - e. Return all folding card tables and chairs to the two closets in the pool table area. Wooden covers for the pool table, if used, need to be returned to the closet as well.

- f. Check restrooms and clean up any mess left by guests.
 - g. Collect and remove all personal belongings.
 - h. Close and lock all doors, and turn off all lights upon leaving.
5. Parking – Guests must use the regular guest parking areas only. Use of a private parking space (Owner's carport) may subject the Clubhouse renter to forfeiture of twenty-five (25) dollars of his deposit.
6. Damages – The resident renting the Clubhouse will be responsible for all damages caused by him or his guests. The cost of any damage will be deducted from the deposit. If the deposit is insufficient to cover the cost, the resident will be billed for the additional expense incurred to correct the damage.

Swimming Pool Rules

- The pool is open daily from 10:00 a.m. to 10:00 p.m. during the summer for the use of residents (Owners in residence and tenants), their families in residence, and guests. It will also be opened, upon request, up to one and a half (1½) hours earlier for any resident or group of residents and their guests who would like to use the pool for water aerobics or lap swimming. No other types of swimming activity will be allowed during this time.
2. Residents are reminded that a violation of these rules is subject to the warning/fine system spelled out in Section D.8 of the Rules and Regulations. In addition, upon failure to pay a fine, the resident may have his privilege to use all the recreational facilities revoked, including surrender of all keys and passes.
 3. On Wednesdays, the pool is available to residents only. No guests are permitted.
 4. A current pass (must have annual tag attached) for each resident and each of his guests must be in the possession of the resident at all times. Anyone without a pass will be asked to leave the pool area.
 5. The loaning of passes or a master key to the recreational facilities to other residents, family resident children under the age of 14, guests and invitees, or any other individual is prohibited.
 6. The pool is not available for private parties.
 7. An adult resident must accompany his guests.
 8. Children under 14 years of age must be accompanied at all times by an adult. Leaving children under the age of 14 at the pool without adult supervision is prohibited and against Utah State Law.
 9. Adult residents are pool monitors. Any adult resident has the authority to enforce pool rules, including the inspection of pool passes, and should call the police if assistance is needed. (Dial 911 for emergencies or 801-743-7000 for non-emergencies.)
 10. Any resident consistently disregarding or breaking these rules or the rules posted at the pool may be assessed a fine(s) as spelled out in the Rules and Regulations.
 11. Always shower before entering the pool.
 12. Proper swimming attire must be worn in the pool at all times. Cutoffs and street clothing is not permitted. Individuals wearing diapers in the pool must also wear waterproof swimming pants.
 13. No individuals in swimming attire are permitted in the Clubhouse except to use the restrooms. The restrooms are located in the basement and access is restricted to the entrance door located in the swimming pool area. Adults must accompany small children to the restroom.
 14. Smoking is not permitted anywhere within the perimeter fence of the pool, including the area reserved for eating food.
 15. Pets are not allowed in the pool area. Pets may not be tethered or tied outside the pool area.
 16. Diving is permitted only in the deep end of the pool.
 17. No boisterous conduct, running, horseplay, or abusive language is permitted.
 18. Audio equipment is acceptable only if headphones are used, except for aerobics.
 19. No food, cooking, or glassware is permitted in the pool area as required by Salt Lake County Health Department. Food is permitted in the designated area adjacent to the pool. No barbequing is permitted. All trash must be properly disposed of in poolside containers.
 20. All pool users must close the gate when entering or leaving the pool area.
 21. Small floating toys, noodles, small tubes and paddle boards are permitted when used properly. Modest flotation devices may be used as long as they do not disturb fellow swimmers. Please use your best judgment and be respectful of others.
 22. Use of the pool is prohibited if an individual has a skin disease, sore or inflamed eyes, or any infectious illness.
 23. There is no Lifeguard on Duty. Swimming is at your own risk.



Dog Run Rules

1. Use of the dog run area is restricted to residents (Owners in residence and tenants) and their guests. The resident must be in attendance in the dog run at all times with his dog.
2. A resident or guest shall remove his/her dog if it becomes unruly or barks excessively.
3. Residents and guests shall police the area and clean up after their pets before leaving the area.
4. All donated equipment and toys shall be for the use of all residents and guests and shall be returned to the storage bin before leaving the area.
5. All donated food and treats shall be kept securely stored in the storage bin.
6. Patio-type furniture shall be left in an orderly manner. Any furniture moved off the concrete must be returned before leaving the area.

Tennis Court Rules

1. Use of the tennis courts is restricted to residents (Owners in residence and tenants) and their guests.
2. Tennis courts may not be reserved for private play or private parties.
3. Play may begin at 6:30 a.m. and must end by 10:00 p.m.
4. Close and lock the door to the tennis court after use.
5. Switches to the tennis court lights are located just inside the Clubhouse. Turn the lights off when through playing if no other residents are waiting to play.
6. If another resident is waiting to play, limit your play to one (1) hour.
7. A maximum of four (4) players per court are allowed.
8. Hanging on the net is prohibited.
9. The tennis court is for playing tennis only. No other recreational activities are allowed.
10. Only tennis shoes are permitted; no street shoes, sandals, flip flops, etc.
11. Smoking is not permitted anywhere within the fenced area of the tennis courts.
12. No glass containers, food or pets are allowed on the courts.
13. Pets may neither be tethered/tied outside the tennis court area nor placed in the dog run unattended by the Owner.
14. Radios or amplified music are not permitted.
15. Use of loud and/or abusive language is prohibited.