

RULES AND REGULATIONS
Of

All SEASONS CONDOMINIUMS
1585 Park Avenue, Park City, Utah 84060

The Board of Trustees (the “Board”) of the All Seasons Condominiums Owners Association (the “Association”) for the All Seasons Condominiums, a Utah condominium project located in Park City, Utah (the “Project”), acting pursuant to the powers and authorities granted under the Bylaws and the Declaration, hereby makes and adopts the Rules and Regulations (these “Rules and Regulations”) set forth herein, effective as of this 17th day of February, 2018.

RECITALS

- A. Whereas, the Board is authorized by Sections 6.11 and 8.05 of the Declaration of Condominium of All Seasons Condominiums (the “Declaration”), and by Section 9.01 of the Association’s Bylaws, to make and adopt reasonable rules and regulations governing the use and operation of this condominium project, and the use of the Units, the Common Areas, the Limited Common Areas, and all parts of the Project, which rules and regulations shall be consistent with the rights and duties established by the Declaration;
- B. Whereas, the Board made and adopted, formally and informally, various rules and regulations prior to the effective date of these Rules and Regulations.; and
- C. Whereas, to facilitate an orderly understanding and enforcement of the Project’s rules and regulations, which shall supersede and replace all previously-made rules and regulations, in order to have one updated, comprehensive reference document, the Board desires to clarify, restate, and formally adopt a complete set of Rules and Regulations for the Project.

NOW THEREFORE, the Board hereby makes and formally adopts the following Rules and Regulations for this Project.

RULES AND REGULATIONS

- 1. **Terms and Definitions.** Unless otherwise defined herein, all capitalized terms used in these Rules and Regulations shall have the meanings and definitions set forth in the Declaration.
- 2. **Prior Rules and Regulations Superseded.** All previously made rules and regulations of the Association, whether reduced to writing or not, and whether reflected in prior Association meeting minutes or not, are superseded and replaced by these Rules and Regulations as set forth herein.
- 3. **Compliance.** Each Owner and member of the Association shall comply with the provisions of the Declaration, the Bylaws of the Association, and these Rules and Regulations (collectively, the “Governing Documents”). The Board may enforce any violation of the Governing Documents through any reason able and lawful action, any enforcement mechanism in provided for in the Governing Documents including any action provided in these Rules and Regulations.

4. **Persons to Whom These Rules and Regulations Apply.** These Rules and Regulations apply to all Owners, non-Owner occupants of a Unit (“Occupants”), Lenders, and any other Person who may enter the Project at any time. For purposes of these Rules and Regulations, the terms “Person” and “Persons” shall mean and refer to any natural individual, corporation, estate, limited liability company, partnership, trust, and any other legal entity.

Every Person to whom these Rules and Regulations apply is personally responsible for any violation thereof. Notwithstanding, the Owner shall be jointly and severally responsible for any violation of the Governing Documents by any Occupant of the Owner’s Unit, the Owner’s guests and invitees, and any Occupant’s guests and invitees. An Owner’s responsibility and liability to the Association under this Section 4 is not limited by the fact that the Owner may have been unaware of the violation by the Person occupying or visiting the Owner’s Unit.

5. **Reporting Violations.** Owners and Occupants may report violations of the Governing Documents to the Board or Manager so that the safety, security, and quiet enjoyment of the Units by their respective Owners and Occupants are protected. Although not required, the following information is requested from Owners and Occupants reporting a suspected violation of the Rules, either in writing or by telephone:

- (a) The name and address of the Person reporting the violation;
- (b) The name and/or address of the Person alleged to have committed the violation (or any other reasonable method of identifying the Person or Unit);
- (c) A reasonably detailed description of what the Person observed or heard, or other explanation supporting the Person’s knowledge of a violation;
- (d) The date, time, and location that the Person observed or otherwise perceived the violation; and
- (e) The provision of the Governing Documents the Person believed was violated.

The Board shall have sole and absolute discretion in determining whether information provided related to a suspected violation results in any enforcement action.

6. **Quarterly Collection of Assessments.** The policy and practice of the Association and its Managers has been to collect Annual Assessments on a quarterly installment basis, with one-fourth of the Annual Assessments being due and payable on each of the following days of the year: January 1st, April 1st, July 1st and October 1st. This policy and practice is hereby formally adopted as part of these Rules and Regulations, provided, however, that nothing in this Section 6 shall be construed to prohibit any Owner from submitting payment to the Association of his or her Annual Assessments on a monthly installment basis, if the Owner chooses to make such payments on a monthly basis. The Association will accept and account for any Annual Assessments paid on a monthly basis by any Owner.
7. **Uses of Condominium Units.** Use of the Units and the recreational facilities of the Project is limited solely to the personal use of Owners, their families, guests, invitees and lessees (including renters or overnight guests). Use of the Units or the recreational

facilities for commercial purposes or any purposes other than the personal uses described herein is expressly prohibited.

8. **Pets.** Pets of owners are not permitted on the Property without the prior written approval of the Board of Trustees. Renters/Tenants are not permitted to maintain pets of any kind on or within the Property. In no event shall any pet be permitted in any portions of the Common Areas unless carried or on a leash.
9. **Noise and Disturbances.** Should noise transmission or other create a disturbance or a nuisance, the offending Owner shall be responsible to abate the disturbance, not the Association. In order to ensure the comfort of all Owners and authorized users, radio and television sets, and any and all other such audio equipment generating noise, must be turned down to a minimum volume so as not to disturb other Persons between the hours of 10:00 p.m. and 7:00 a.m. All other unnecessary noises, which would disturb other Persons, including but not limited to running on the decks and common stairs, are not allowed 24 hours per day.
10. **No Smoking.** The Project is designated as a non-smoking property in all common and limited Common Areas consistent with the Utah Indoor Clean Air Act, Utah Code § 26-38-1 et seq. Smoking is not permitted anywhere in the Common Areas and within 25' of the Building entrances, lobby, elevator and decks.
11. **Damage.** Except as otherwise provided by law and/or in Section 29 herein, Owners shall be responsible for paying all costs of repair relating to damage caused by such Owner (or Owner guests or any agents or contractors of such Owner) to the Common Areas, Limited Common Areas, or to any other Unit.
12. **Renovation of Individual Units.** Except as otherwise provided in the Declaration, each Unit may be renovated by the Owner of the Unit; provided, however, that if the proposed renovations will have any impact on the Common Areas or Common Facilities, the Owner must first obtain written approval for such renovations from the Board of Trustees. To obtain such written approval, the Owner must submit a written request to the Board containing the following information: a detailed description of the nature of the renovation, the Person responsible for the renovation, and schematic or architectural plans showing the proposed renovations. Permission for renovating individual Units will be given in writing, and only after such written permission is given may any construction work or reconfiguration of the space begin. If construction is started prior to gaining such written approval, the Board may take all necessary steps to stop such work, and the expenses of such actions will be borne by the individual unit owner (including reasonably attorney's fees). The Board has the sole discretion to approve renovations that impact Common Areas or Common Facilities. The owner responsible for such work shall be responsible for any damage done to any Common Areas, Limited Common Areas, or other Units due to such renovations.
13. **Contractor Responsibility.** All contractors engaged by Owners or the Association shall register with the Association's Manager (or other designated Person) to coordinate the scope and timing of work to be performed. Contractors shall not use the Association's trash disposal facilities, but shall be responsible for transporting away from the Project all excess materials and trash generated from or relating to their work. Contractors shall coordinate with the Association's Manager their placement of their own trash receptacles.

Contractors shall keep and maintain corridors and other Common Areas clean and free from obstruction during their time at the Project. Contractors shall transport all equipment and materials into the Project through the garage entrances, not the front entrance or lobby areas. The Owner(s) who engaged the contractors shall be responsible for informing their contractors of these requirements, and shall be jointly and severally liable for any and all violations or damage to the Project committed or caused by their contractors.

14. **Signs.** No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained on any part of the Common Areas or Limited Common Areas. All other signs, flags, banners or advertising devices of any nature are prohibited.
15. **Parking.** Parking is permitted in the garage area and outdoor designated spaces on a first-come, first-serve basis. There is no reserved parking at the Project. Vehicles may only be parked in designated parking areas and positioned within the parking lines that designate a parking stall. Notwithstanding anything in these Rules and Regulations to the contrary, improperly parked vehicles are subject to removal or impound at the Owner's expense without prior warning.

Owners may elect to leave vehicles at the Property for extended periods in the garage parking area only. Vehicles that remain at the Property for periods exceeding fourteen (14) days while the Owner is not actively present in their Unit must register the Owner's vehicle with the Board (or designated representative), including; make, model, year and license plate number along with appropriate contact information for the Owner. Said vehicles shall be parked as close to the ends of the garage farthest away from the garage elevator lobby.

No trailers, oversized vehicles or commercial vehicles (excluding those vehicles owned by the management company of the Association, and excluding those vehicles which have received advance written consent of the management company) shall be parked in any parking space, except such temporary parking spaces provided for the purpose as may be necessary to effectuate deliveries to the Project. Bicycles shall not be stored on any Common Areas or Limited Common Areas.

16. **Exterior Appearance.** No owner shall cause any material changes to the exterior appearance of the windows or balconies without the prior, written consent of the Board. Limited common decks appurtenant to each unit shall be free of clutter and storage of any personal property or materials other than approved deck furniture. Common decks for the front entry of each unit that serve more than one unit must be kept clear of, skis, snowboards, sleds, artwork, flags, banners or other decoration. The restrictions in this Section 16 include the Common Area deck railings
17. **Obstructions.** Sidewalks, entrances, driveways, passages, patios, stairways, corridors, halls and/or all other areas intended for common use must be kept open and shall not be obstructed in any manner. Rugs or mats, except those either permitted or placed by the Association, must not be placed outside of doors in corridors. All personal property of Owners shall be stored within the Owners' Units. Except as specifically provided in these Rules and Regulations, Owners and occupants are prohibited from storing any personal property on or in any Common Areas.

18. **Barbeque Grills.** For the safety and health of all Owners: natural gas, propane, charcoal and wood burning grills are prohibited within the Units or on the common or limited common decks appurtenant to each Unit due to potential fire and smoke risks and recommendations from the common insurance carrier.

A common gas grill has been provided by the Association adjacent to the pool area on the ground level for the seasonal use and enjoyment of all owners, tenants and guests of the Property. The common grill area is anticipated to be available for use from June through September each year.

19. **Storage of Dangerous Items.** No inflammable, combustible, or explosive fluid, chemical or substance, shall be kept in any Unit, or anywhere within the Project, except as are required for normal household use.
20. **Lobby and Main Entrance.** The lobby of the Project is intended for use by Owners and guests, and is intended to be a relaxing and quiet area. Owners, guest and renters are asked to keep the lobby area, common bathroom and ski locker area free of trash and debris.
21. **Ski Equipment and Amenities.** Ski boots are not permitted on the Common Area decks to prevent damage to the decks and risk for slip and fall. Each Unit is allocated one ski locker in the storage room adjacent to the main floor lobby. Skis and snowboards are not to be left in the common lobby area. A ski rack is located outside the lobby entrance for temporary storage of skis and snowboards. Use of the ski locker area and storage of valuables is at the risk of the User. The Association will not be responsible for loss or damages related to the use of the Project's facilities.
22. **Trash.** The Association provides a trash dumpster near the garage entrance on the North side of the Property. Owners, guests and tenants are required to place all trash in the dumpster. Trash bags and other debris are not permitted to be stored in any of the Common Areas of the Project. A recycling service is not currently provided. Recycling must be taken to the local recycle service center.
23. **Use of Therapy Pool.** Owners and authorized users of the common outdoor therapy pool may use the same at their own risk. All users are required to obey the posted rules. Children under ten (10) years of age using the therapy pool facilities must be accompanied and supervised by a responsible adult. Swimming in the pool is permitted only during the posted hours of operation. Since the pools are not guarded, Persons using these facilities do so at their own risk. Persons using recreational facilities must be appropriately attired. Beverages may be consumed within the pool area, but absolutely no glass, glass bottles or containers shall be allowed within the pool area. Anyone who hosts or participates in serving or consuming beverages will be held strictly responsible for cleaning up after such refreshments have been consumed.
24. **Plumbing.** Plumbing shall not be used for any other purpose than those for which it was constructed, and no sweepings, rubbish, rags, grease or other foreign substances shall be deposited into plumbing. The cost of any damage resulting from misuse shall be borne by the Owner.
25. **Drones and Remote Control Vehicles.** Drones and remote control vehicles are prohibited in the Common Areas and Limited Common Areas of the Project.

26. **Mountain Conditions.** The Project is located in a mountain environment where significant snow and ice buildup occur on and around the Project. Owners, Occupants, guests, and invitees are required to use reasonable precaution when walking, driving or otherwise moving in areas covered with snow and ice to avoid personal injury and damage to Project.
27. **Unit Access Requirement.** Owners are required to provide the Association's management company, separate from their rental management company, with emergency access to the Owner's Unit, whether in the form of an electronic code or hard key. If an Owner does not provide emergency access to the Association's management company, and Unit access is necessary in the event of an emergency, any damage resulting from the inability to enter the Unit will be the responsibility of the Owner.
28. **Insurance.** Consistent with the Utah Condominium Ownership Act, Utah Code § 57-8-43, the Association shall be responsible to maintain blanket property insurance on the Building, including Common Areas, Limited Common Areas and the Units, insuring against all risks of direct physical loss commonly insured against. Owners are responsible for obtaining and maintaining individual (H06) insurance coverage for their respective Units and personal property. Except as otherwise provided by law, in the event of a loss, the Association's blanket property insurance shall be primary, provided, however, that consistent with Utah Code § 57-8-43(9)(f)(ii), the Owner shall be responsible for the deductible of the Association and the Owner's policy shall apply to that portion of the loss attributable to the policy deductible of the Association. If, in the exercise of the Board's business judgment, the Board determines that a covered loss (as defined in Utah Code § 57-8-43(9)(g)) is likely not to exceed the Association's deductible, and until it becomes apparent that the covered loss exceeds the deductible and a claim is submitted, the Owner's policy shall be considered the primary policy for a loss occurring to the Owner's Unit and/or to Limited Common Area appurtenant to that Owner's Unit. The Association shall be responsible for any covered loss to Common Areas. An Owner who does not have a policy to cover the damage to that Owner's Unit and appurtenant Limited Common Areas, is responsible for that damage and the Association, as provided by law, may recover any payments the Association may make to repair that Unit and the appurtenant Limited Common Area. The Association need not tender a claim. Owners shall be responsible to ensure their respective individual coverage meets needs for covering the Association's deductible, and personal property and lost rents. Failure of an Owner to obtain and maintain adequate property insurance coverage shall be deemed a violation of this Section 28.
29. **Fines for Violations.** Consistent with the Declaration and the Utah Condominium Ownership Act, Utah Code § 57-8-37, the Board is authorized to issue fines for any violation of the Governing Documents. A fine may be assessed for each and every type of violation. The fine for any violation shall be in the amount provided in this Section 29, provided, however, the aggregate amount of fines assessed against an Owner for violations of the same provision of the Governing Documents may not exceed \$500.00 in any calendar month.

For a first violation, the Association shall give a written warning to the Owner, consistent with the Rules and Regulations regarding notice, which shall: (1) notify the Owner of the violation by describing the violation, and stating the provision of the Governing

Documents that was violated; and (2) inform the Owner that a fine may be imposed if a second similar violation occurs within one (1) year of the date of the warning, or if a continuing violation is not cured within forty-eight (48) hours after the day of the warning.

Upon a second violation of the same type after a warning in any one-year time period, or after a continuing uncorrected violation after the initial 48-hour warning period, a fine of \$100.00 may be imposed on the Owner. No warning is required before the imposition of a fine after the second violation within a one-year period, or for a continuing fine not cured more than forty-eight (48) hours from the initial warning.

Upon a third violation and for all subsequent of the same type within a one-year period, or ten (10) days after the imposition of the first fine for a continuing violation, a fine of \$200.00 may be imposed on the Owner. No warning is required before the imposition of any fine after a second violation within a one-year period, or when a continuing violation is uncorrected for ten (10) days after the assessment of the first fine.

All fines described herein are Assessments as described in the Declaration, and, therefore, shall accrue interest and late fees at the same rate and in the same manner as an unpaid Assessment. An Owner who is assessed a fine may request an informal hearing to protest or dispute the fine within thirty (30) days from the date the fine is assessed. Unless otherwise required by law, such hearing shall be conducted in accordance with the provisions herein. If a hearing is requested, no interest or late fees shall accrue related to the fine until after the hearing has been conducted and a final decision has been rendered by the Association. All requests for hearing shall be in writing and shall be mailed, delivered or emailed to the Board or the Manager. The hearing must occur within thirty (30) days after the Owner delivers a written request for hearing, and the Owner shall have notice of the hearing at least fourteen (14) days before the date of the hearing. Any hearing as a result of such a request shall be governed by the following rules:

- (a) The Owner must appear at the time and place designated by the Board for the hearing. The appearance may be by electronic communication. All individuals attending on behalf of the Owner may also attend by electronic communication;
- (b) At the hearing, the Owner contesting the fine shall be entitled to a reasonable amount of time to present evidence to challenge the alleged occurrence of the violation or present other information as the Owner believes is pertinent or appropriate for the Board's consideration. The Owner may invite other Owners or Persons to present evidence or information related to the alleged occurrence of the violation;
- (c) The Board may establish and announce at or before the hearing any other reasonable rules regarding the hearing;
- (d) Within ten days of the hearing, the Board shall issue and mail or email to the Owner a written decision regarding the dispute;
- (e) The Board's decision shall be final, subject only to the Owner's right to challenge the decision in a court of competent jurisdiction within the time prescribed by law; and

- (f) The Board may rely on any reasonable information and evidence in determining whether or not a violation of the Rules has occurred, both initially and after a hearing.

A fine assessed pursuant to this Section 29, which remains unpaid after the Board's decision, or after the time for requesting a hearing has expired without a hearing being requested, may be collected as an unpaid Assessment, as set forth in these Rules and Regulation or elsewhere in the other Governing Documents.

- 30. **Amendments and Additional Rules and Regulations.** The Board, from time to time, may amend, repeal, replace, or add to these Rules and Regulations. Any and all rules and regulations that may be made and adopted in the future, and any amendments to these Rules and Regulations, shall be set forth in writing and shall be added to this document. Owners shall be provided copies of all amendments and additions to these Rules and Regulations.
- 31. **Enforcement.** In the event of any enforcement action to compel compliance with these Rules and Regulations or any other Governing Document, the Association shall be entitled to recover costs and reasonable attorneys' fees from the offending Owner or Occupant. In addition, in the event of any litigation regarding the enforceability or validity of these Rules and Regulations, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees from the non-prevailing party. The remedies provided in these Rules and Regulations, the Declaration, and the Bylaws shall be cumulative and shall not be exclusive of each other. The enforcement of any one remedy provided in such documents shall not constitute a waiver of the Association's right to enforce any of the other applicable remedies.
- 32. **Notices.** All written notices as required in the Project Declaration and Bylaws shall be deemed to have been properly issued if sent by regular U.S Mail, expedited delivery service or email to the Owner's mailing address and email address on file with the Association or used by the Owner to communicate with the Association, the Board or the Manager. Members of the Association are required to provide updated contact information to the Association and any failure to provide the Association with current contact information is a violation of this Section 32.