

**Rules and
Regulations
Crestview
Condominiums**
(Revised Jan 2020)

1. Unless the context clearly indicates otherwise, as used in these Rules and Regulations the term “Unit Owner” shall be deemed to include not only the Unit Owners, but also their families, employees, agents, renters, lessees, visitors and licensees. Unit Owners are responsible for actions and consequences related to any above referenced individuals or groups.
2. Each unit owner shall be obligated to maintain and keep in good order and repair his own unit and the attached limited common areas in accordance with the Declarations.
3. Each unit owner that rents to either, short-term or long-term tenants, shall post or make available a copy of the rules and regulations to such tenants and include them as part of lease agreements as applicable.
4. **ALTERATIONS** – An Owner of a Unit may NOT make ANY improvement or alteration to their unit or Common Element without WRITTEN CONSENT of the Association. Owner must submit a written request containing the following information: A detailed description of the nature of the alteration, the Crestview Remodel Authorization Form, and all plans showing the proposed renovations.*including painting and flooring replacement
 - All work is to be completed between the hours of 8am and 6pm.
 - If construction starts prior to gaining such written approval, the Board may take action to stop such work, and the expenses of such actions will be borne by the Unit owner (including reasonable attorney’s fees).
 - Unit Owner is responsible to keep Common Areas clean during project
 - Unit Owner will be responsible for any damage done to any Common Areas or other units due to alterations.
 - Association dumpsters may NOT be used for debris from alteration project.
 - Unit Owner is responsible for informing their contractor of these requirements and shall be responsible for any and all violations committed by their contractors.
5. **OFFENSIVE ACTIVITIES** - No noxious or offensive activity shall be carried on in any unit or in the common areas and facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other unit owners or occupants. This includes, but is not limited to; loud, obnoxious or harassing behavior, swearing, use of any common areas for purposes other than which they are intended, violating city or county ordinances related to noise and general conduct, engaging in activities that may be hazardous to any person or property.
6. **SMOKING** – All common areas at Crestview Condominiums are considered non-smoking under the Utah Clean Air Act. Crestview governing documents do allow smoking in the condominium’s units; however, smoke must be contained within the unit and not travel to common areas or other units through open doors, windows or otherwise through vents or ducting in the building. Smoke traveling outside the individual units is considered a nuisance and the Unit owner subject to HOA fines.

7. **PARKING RESTRICTIONS** – Parking at Crestview is for unit owners and authorized guests only. Each unit has a designated space in the building with overflow parking in the external lots. All authorized vehicles must be parking within the designated parking stalls. Vehicles that obstruct access to parking areas are subject to fine or towing. There is no parking permitted at the property for; mobile homes, trailers, detached campers or camper shells, boats, commercial vehicles, oversized vehicles, severely damaged vehicles, severely rusted vehicles, vehicles that are not in working order for more than fourteen days, or any other vehicle or equipment in nature similar to above. The only exceptions would be small trailers, boats, campers or commercial vehicles that fit within the designated parking space for your unit or as authorized by written confirmation from the HOA manager or Board of Trustees. All vehicles parked within the project must have current registration. On occasion, the HOA will issue notice for special projects where vehicles may need to be relocated for parking lot repairs, snow removal or similar work. Vehicles that are not compliant with these Rules and Regulations are subject to be towed at Owners expense.
8. **ELECTRIC CAR CHARGING** – Owners of electric vehicles must notify management and the Board of common electricity usage from garage sources. A reasonable monthly fee will be assessed (set by the BOD, based off of current utility rates). Non-compliance with this procedure with result in a warning, followed by the fine schedule as set below.
9. **PET POLICY** - Unit owners (not guests, visitors, lessees, employees, agents or renters) are permitted to have **one dog (up to 35 pounds)** and **one cat (up to 20 pounds)** as long as they do not create a nuisance or unreasonable disturbance. Owners must keep pets on a leash while traveling through common areas and must clean up any mess created by their pet. See Article X of the Declarations for additional information related to animal restrictions. Homeowners that are not compliant with these Rules & Regulations are subject to the violation fine schedule. **A pet registration form must be filed with HOA management.**
10. **MASTERED LOCK SYSTEM** - Unit owners will maintain a keyed lock to their unit on the approved master system in order to allow the Association emergency access to exercise rights and responsibilities of the Association as detailed in the Declarations. The Association’s agent will not enter any unit without reasonable prior notice to the Owner, except in cases of emergency. Owners that do not have locks on the master system agree to incur all costs (both within the unit and in common areas) resulting from delayed or unavailable access in the case of emergencies.
11. **UNIT LIEN POLICY**- Based on Declarations Article VII, item 7.08, (a), (d), and (f), liens and foreclosures, the Crestview HOA established a timetable for such authority within the Declarations. When unit dues (or other assessments, fines, etc.) become 90 days in arrears, there will be a lien placed upon that unit in the amount of the arrears payment. Owners have 30 days after notice of lien to satisfy any delinquent assessments, fines or other fees due to the HOA. Failure to satisfy the required balance due within 30 days may result in foreclosure on the unit.
12. **DRAIN SYSTEMS** - Unit owners, tenants and guests must ensure that common drain systems for the condominium units are only used for waste black and gray water. Grease, foreign objects, “flushable wipes” and other items that can reduce or impede waste flow through the drain system are strictly prohibited. Crestview HOA does not routinely flush and clean common drain pipes and will rely on owners, tenants and guests to report slow draining or

blocked drains to assist in clearing drain systems. Improper use of the drain system will result in HOA fines to the Unit owner.

13. **AIR CONDITIONING** - Unit owners can only install approved systems by the HOA Management Committee. The approved systems vary from roof-mounted systems for the third-floor units to portable systems for first and second floor units with specific venting requirements. Window mounted AC units are not permitted at Crestview HOA. See the HOA manager for further details.
14. **UNIT INSURANCE** - It is each Unit owner's responsibility to ensure suitable and appropriate insurance coverage is in place to cover the HOA deductible and all personal property for each and every claim involving your unit. The HOA is primary insured for all claims at the property under Utah Law (Utah Condominium Act). If total damages of a claim are less than the current HOA deductible, the owners of the Units impacted by the claim may be responsible for all related damages.

Violations of the Rules and Regulations and other rules and restrictions as established in the governing documents of the association may result in enforcement and remedies by the Management Committee as detailed in Article XVII of the Declarations. Upon Management Committee review of violations, the Committee has the right to impose Default Assessments (fines) for violations to be assessed to the Unit Owner's account. At the discretion of the Management committee repeat violations may result in restricted use of common area amenities, including; Clubhouse facilities, pool and hot tub areas.

VIOLATION FINE SCHEDULE

First violation will result in a written warning
48-hours after notification of violation - \$100
Two weeks after second notification of violation - \$200
Every occurrence thereafter - \$500/month for continuation of violations