

SHADOW RIDGE CONDOMINIUM
2020 RULES

1. INTRODUCTION

- 1.1. Unless expressly defined herein, capitalized terms shall have the meaning set forth in the Declaration of Condominium of the Shadow Ridge Condominium (the “Declaration”), as amended and the By-Laws Shadow Ridge Condominium Owner Association (the “Bylaws”).
- 1.2. These Rules are adopted by the Association’s Board of Trustees in accordance with the Utah Condominium Ownership Association Act, Utah Code § 57-8-1 et seq. (the “Act”), and the Declaration.
- 1.3. All further restrictions, rights, and covenants contained in the Declaration, the Bylaws, the Plat the Rules and any other Rules (together, the “Governing Documents”) are incorporated as part of these Rules and are subject to the enforcement policies set forth in these Rules.

2. PURPOSE OF RULES

- 2.1. The purpose of these Rules is to enhance and preserve the value of the individual Units by preserving and maintaining an overall clean, safe, well-maintained and otherwise desirable environment for the Shadow Ridge Condominium Project and the Association members.

3. PERSONS TO WHOM THESE RULES APPLY

- 3.1. These Rules apply to all Owners, tenants, occupants, Mortgagees, purchasers at foreclosure sales, and any other person who may enter the Project at any time.
- 3.2. Every person to whom these Rules apply is personally responsible for any violation of these Rules. The Owner of any Unit is jointly and severally responsible for any violation of these Rules with any person occupying that Owner’s Unit and any guests of, or persons associated with, any persons occupying that Owner’s Unit. An Owner's responsibility under this section is not limited if, for any reason, the Owner is not aware of the person(s) occupying or visiting the Owner’s Unit. For any violations of these rules, related to a particular Unit or its Owners or occupants, or any persons associated with the Owner or the guest of occupant of that Unit, the Board of Trustees may seek to enforce these Rules against:
 - 3.2.1. Any Non-Owner, occupant, tenant, guest, or invitee, or other person violating the Rules or Governing Documents;
 - 3.2.2. The Owner of the Unit only, or
 - 3.2.3. The Owner and any persons violating the Rules.

4. ENFORCEMENT OF RULES AND TERMS OF GOVERNING DOCUMENTS

- 4.1. The Board of Trustees may enforce any violation of the Governing Documents through any reasonable and lawful action, any action provided for in any section of these Rules, and any enforcement mechanism provided for in the Governing Documents.

- 4.2. Each and every type of violation of each and every provision of the Governing Documents and the Act is hereby made specifically subject to and punishable by the specific fines provided for in these Rules.
- 4.3. The Board of Trustees retains the right to apply the enforcement policies set forth in these Rules to any matter or action not specifically covered in these Rules, but which is harmful to the health, welfare, and safety of an Owner of the Association, and to take any reasonable and appropriate action in response to anything adversely affecting the value of the Units or adversely affecting the use or operation of the Units or the Common Area and Facilities. The Board of Trustees retains this authority pursuant to the Governing Documents.
- 4.4. Any violation or continuing violation of these Rules or the Governing Documents may result in any one or more of the following actions as deemed appropriate and reasonable by the Board of Trustees, or as otherwise required or allowed by the Governing Documents or the Act:
 - 4.4.1. Give a warning.
 - 4.4.2. Issue a fine (pursuant to the schedule and requirements below).
 - 4.4.3. Record a lien.
 - 4.4.4. Institute legal action for damages, injunction, etc.
 - 4.4.5. Enter into or upon any Unit to make repairs and to do other work necessary for the proper maintenance and operation of the Project.
 - 4.4.6. Immobilize or tow an improperly parked vehicle at the Owner's or Occupant's expense.
 - 4.4.7. Take any other appropriate action, including, but not limited to, any action provided for in the Governing Documents or these Rules.
- 4.5. If any two sections in these Rules apply to the same incident or matter, any prescribed penalties, fees, fines, or remedies may be in addition to one another, per the reasonable determination of the Board of Trustees.
- 4.6. Owners in violation of these Rules and/or any other provisions in the Governing Documents will be assessed and must pay all reasonable legal fees, collection costs, lien fees, management fees, processing fees, and all other costs incurred by the Association related to enforcement.
- 4.7. Enforcement Action Other Than Fines.
 - 4.7.1. Upon notice of an enforcement action other than a fine, the Owner may request a hearing under the same procedure provided below for fines. If a hearing is requested, the rules and procedures for a hearing on a fine shall be followed, except that the enforcement action shall not be stayed.
- 4.8. Fines.
 - 4.8.1. The Board of Trustees is hereby authorized to issue fines for a violation of the Governing Documents.

- 4.8.2. A fine may be assessed for each type of violation of each and every specific provision, prohibition, and requirement of these Rules.
- 4.8.3. The fine for each individual violation of these Rules shall be in the specific amount that is provided for in this section 4.8.
 - 4.8.3.1. First Violation. The Association shall give a written warning to the Owner, by hand-delivery, first class mail, or email, 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 year of the date of the warning, or if a continuing violation is not cured within 48 hours after the day of the warning.
 - 4.8.3.2. Second Violation. 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 \$50.00 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 48 hours from the initial warning.
 - 4.8.3.3. Third Violation. Upon a third violation of the same type within a one-year period, or ten 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 third violation within a one-year period or when a continuing violation is uncorrected for ten days after the assessment of the first fine.
 - 4.8.3.4. Fourth and Subsequent Violations. Upon a fourth violation of the same kind within a one-year period after imposition of the previous fine, or each continuing violation which continues at least ten days after the imposition of a previous fine, a fine of \$500.00 may be imposed on the Owner.
 - 4.8.3.5. 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.
- 4.8.4. An Owner who is assessed a fine may request an informal hearing to protest or dispute the fine within 30 days from the date the fine is assessed. Unless otherwise required by law, such hearing shall be conducted in accordance with the provisions set forth below.
- 4.8.5. 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.
- 4.8.6. All requests for hearing shall be in writing and shall be mailed, delivered or emailed to the Board of Trustees or manager.

- 4.8.7. 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.
- 4.8.8. Any hearing as a result of such a request shall be governed by the following rules:
 - 4.8.8.1. The Owner must appear at the time and place designated by the Board of Trustees for the hearing. The appearance may be by electronic communication. All individuals attending on behalf of the Owner may also attend by electronic communication.
 - 4.8.8.2. 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 of Trustees' consideration. The Owner may invite other Owners or persons to present evidence or information related to the alleged occurrence of the violation.
 - 4.8.8.3. The Board of Trustees may establish and announce at or before the hearing any other reasonable rules regarding the hearing.
 - 4.8.8.4. Within thirty (30) days of the hearing, the Board of Trustees shall issue and mail or email to the Owner a written decision regarding the dispute.
 - 4.8.8.5. The Board of Trustees' 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.
 - 4.8.8.6. The Board of Trustees may rely on any reasonable information and evidence in determining if a violation of the Rules has occurred, both initially and after a hearing.
 - 4.8.8.7. A fine assessed pursuant to this section, which remains unpaid after the Board of Trustees' 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 the Governing Documents and these Rules.

5. REPORTING VIOLATION

- 5.1. Owners and Occupants may report violations of the Governing Documents to the Board of Trustees or manager, so that the safety, security, and the community environment are protected.
- 5.2. 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:
 - 5.2.1. The name and address of the person reporting the violation.

- 5.2.2. 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).
- 5.2.3. A reasonably detailed description of what the person observed or heard, or other explanation supporting the person's knowledge of a violation.
- 5.2.4. The date, time, and location that the person observed or otherwise perceived the violation and
- 5.2.5. The provision of the Governing Documents the person believed was violated.
- 5.3. The Board of Trustees shall have absolute discretion in determining whether information provided related to a suspected violation results in any enforcement action.

6. PARKING

- 6.1. All Parking within the Project, whether residential, commercial or by Owners who have rented out their Units, shall conform to the following requirements.
 - 6.1.1. All Owners and Occupants, whether residential or commercial, must display a designated parking hangtag in a prominent place on their windshield. Different categories of Owner and Occupants will have a different color tag to allow the Association to better track and manage usage. Failure to display a hangtag is subject to enforcement as provided herein, including warnings, fines, booting, and towing.
 - 6.1.2. Commercial Owners/Occupants/Tenants/Invitees/Guests may park only on B1 with a proper commercial numbered hangtag. The Commercial Owners will determine informally amongst themselves how many hang-tags to be issued to each Commercial Unit Owners. If the Commercial Unit Owners cannot agree, than the tags will be distributed in proportion to each Commercial Unit Owners' Allocated Interest in the Association relative to the Allocated Interest of all of the Commercial Unit Owners. Regularly parked vehicles must be identified to the Association. The Board of Trustees may allow the manager to issue B1 parking passes to Residential Owner or Occupants if B2 is full.
 - 6.1.3. Residential Owners/Occupants/Tenants/Invitees may park only on B2 except as provided herein.
 - 6.1.3.1. It is the intent of these Rules that each Residential Owner be entitled to use one (1) parking space regardless of whether the Unit is Owner-occupied or rented short or long term. Occasional temporary parking of a second vehicle is permitted as stated herein.
 - 6.1.3.2. Residential Owners who live in the Project full or part time shall be issued one "full-time" parking pass and one temporary parking pass. These passes must be prominently displayed on the dash of

their vehicles. All vehicles must be registered with the manager. Full-time tags shall reflect the vehicle to which it is assigned.

6.1.3.3. Short term/hotel rentals Occupants shall be issued one temporary pass at check-in upon request if the Owner uses on-site management.

6.1.3.4. Owners who rent through off-site management companies are entitled to one temporary tag if they use the following procedures: the off-site management company or the Owner of the Unit to be rented must inform the Association or the Manager of the guest/invitees' car information and license plate number at least twenty-four (24) hours in advance of check-in, unless the Unit Owner is present at check-in, in which case the advance notice is not necessary.

6.1.3.5. Regardless of whether the Owner is present at check-in for off-site managed Units, only one temporary parking pass will be issued per Unit. No long term parking passes or keys will be issued to off-site management companies or Owners to preserve building security.

6.1.4. So long as there is sufficient parking for Owners, the Manager may use parking on B1 for night audit and maintenance employees and may use parking on B2 for those employees primarily involved in the rental of the residential Units (such as housekeeping and the Front Desk).

6.1.5. In no event is any Residential Owner entitled to more parking than described above, regardless of whether such Owner has rented his or her Unit long term.

7. NOISE, NUISANCES, AND OFFENSIVE ACTIVITIES.

7.1. No one shall create, maintain, or allow to continue a nuisance in, on, or about the Project. A nuisance includes, but is not limited to:

7.1.1. Any unclean, unhealthy, unsanitary, unsafe, unsightly, untidy, or unkempt condition, or any condition noxious to the senses, including, but not limited to, any condition that emits any foul, unpleasant, or noxious odors, or any condition that causes any unreasonable noise or other unreasonable condition that disturbs, or might disturb, the peace, quiet, safety, comfort, or serenity of other occupants of the Project;

7.1.2. Actions or activities tending to cause unreasonable embarrassment, discomfort, annoyance, distress, or a disturbance to any other Board of Trustees Member, employee, or agent of the Association, Owner, occupant, guests, or invitees, particularly, if law enforcement must be called to restore order;

7.1.3. Maintaining any plants, animals, instruments, equipment, machinery, fixtures, devices, items, or things of any sort whose activities or existence is in any way illegal, noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Project by other

Owners, occupants, guests and invitees;

- 7.1.4. Excessive noise within the Project (beyond that which is typical for a mixed use condominium community), particularly after 10:00 p.m. and before 7:00 a.m.;
 - 7.1.5. Maintaining or creating any excessive noise from any device, including, but not limited to, stereos, televisions, or other electronic devices;
 - 7.1.6. Shadow Ridge is a non-smoking project. No smoking is permitted in any Unit, the Common Area, and on any Limited Common Area. The origination or creation of tobacco smoke that drifts or passes through whatever means into any other Unit in violation of Utah Code Ann. § 78B-6-1101 shall be a nuisance;
 - 7.1.7. The failure to regularly remove rubbish, trash, refuse, waste, dust, debris, and garbage from a Unit;
 - 7.1.8. The pursuit of hobbies or other activities, including, but not limited to, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions; and
 - 7.1.9. Bouncing, throwing or hitting balls or any other object against walls of Common Area and Facilities, shared walls, and/or fences.
- 7.2. The use of firearms and incendiary devices, or the painting of graffiti, within the Project is prohibited, except as otherwise specifically may be allowed by law. The term “firearms” includes, but is not limited to, BB guns, pellet guns, paint guns, sling shots, wrist-rockets, blow-dart guns, rifles, handguns, automatic weapons, and other similar devices of all types.

8. VOTING AND PROXIES.

- 8.1 The Bylaws allow Members to cast their votes on Association matters either in person or by proxy. For Members who cast their votes by proxy, the following rules shall apply:
 - 8.1.1 The instrument authorizing the proxy to vote shall be in a form substantially similar to the form attached hereto as Exhibit “A” or, if an alternative form is used, the alternative form shall contain all of the same information required by the form attached hereto as Exhibit “A.”
 - 8.1.2 Such proxy instrument shall be delivered to the Secretary of the Association or such other person as may be designated by the President to receive proxy instruments at or during the meeting.
 - 8.1.3 Proxy instruments that are not delivered to the Secretary or other designated person at or during the meeting, but are delivered or received

following the conclusion of the meeting, shall not be received or otherwise counted.

- 8.1.4 Members who have submitted a proxy instrument, but who also attend a meeting and desire to cast their vote in person, must withdraw their proxy instrument prior to a vote being called. If such a Member does not withdraw his or her proxy instrument prior to a vote being called, the Member cannot attempt to make an “in person” vote.
- 8.1.5 Members may vote on Association matters by submitting, prior to or during the meeting at which the matters will be voted upon, a signed, written document indicating the Member’s vote on the specifically-identified matters. All such written votes must be signed by the Members, and the original signed version of the written vote must be mailed or otherwise delivered to the Association’s manager or other designated person prior to or during the meeting. Such manager or other designated person shall hold the written votes in confidence, and deliver them to the Secretary of the Association (or other designated person) for tallying after all in-person votes have been made at the meeting. All “in person” votes shall be received and tallied before any announcements are made or information is otherwise provided regarding the results of the written votes. Any votes received (by mail, hand-delivery or otherwise) after the meeting has concluded shall not be counted, even if they were deposited in the mail prior to the date or time of the meeting.
- 8.1.6 Members may also vote on Association matters, irrespective of whether they attend the subject Association meeting, by submitting approved ballots reflecting their vote(s) to the person(s) designated by the Board, so long as the ballots are delivered to the designated person(s) prior to or during the meeting when the action is being voted upon.

9. MEETINGS

- 9.1. No issue, proposal or other item that affects the Association shall be submitted to a vote of Members at any meeting of the Members (including general member meetings and Special Meetings) unless advance written notice has been provided to all Members identifying (a) the issue, proposal or other such item to be submitted to a vote of the Association, and (b) the date, time and place of the meeting at which such item will be submitted to a vote. The intent of this provision is to ensure that all Owners are notified of any material Association issue to be voted upon so that all Owners may be aware of the issues to be voted upon, and may make an informed decision regarding whether to attend such meeting or whether to submit a vote by proxy
- 9.2. All Owners and immediate family members of Owners may attend Association meetings. In addition, any representative of an Owner (including, without limitation, property managers of any Unit, legal counsel for an Owner, or other authorized representative) may attend Association meetings; provided, however,

that no such representative shall be entitled to participate in the meetings or cast votes unless they are duly authorized to do so on behalf of the Owner by a valid and properly executed proxy in substantially the form attached hereto as Exhibit "A." Legal counsel for the Association may also attend Association meetings, if his or her attendance is requested by the Board. Finally, other persons who are specifically authorized or invited by the Board may attend Association meetings. Except for the persons identified in this provision, no other persons shall be entitled to attend or participate in Association meetings, and the Board is authorized to request the removal of any person who is not authorized by this provision to attend Association meetings

10. ASSESSMENTS.

10.1 The Declaration provides that Annual Assessments shall be payable in twelve equal monthly installments. Nevertheless, the practice of the Association and its managers has been to collect Annual Assessments on a quarterly 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. The Board has determined, and experience has shown, that collection of Annual Assessments on a quarterly basis in this manner is more efficient, more cost-effective, and is administratively more convenient than requiring monthly payments. In addition, the Board has determined that collection of Annual Assessments on a quarterly basis is not materially inconsistent with the provisions of the Declaration, and does not result in any material prejudice to the Owners. Therefore, the Board hereby adopts the continued practice of collecting Annual Assessments on a quarterly basis. Nothing in this provision, however, shall be construed to prohibit any Owner from submitting payment to the Association of his or her Annual Assessments on a monthly 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

11. COLLECTIONS.

11.1 The Association shall enforce its lien for assessments as provided by Utah Law. The Association states that all Assessments shall be late if not paid with 30 (30) days of due date for such Assessment and all unpaid assessments shall bear interest as provided in the Declaration, or if the Declaration is silent, than at 15% per annum.

12. TERMINATION OF SERVICES.

12.1 If an Owner of a Residential Unit fails or refuses to pay any assessment when due, the Board may, after giving notice and an opportunity to be heard at hearing held according to the same procedures as a hearing to contest a fine: (1) terminate an Owner's right to receive any utility services paid as a common expense; and/or (2) terminate an Owner's right of access and use of recreational facilities.

13. RESIDENTIAL USE ONLY.

13.1 Use of the Residential Units and the recreational facilities of the Project is limited solely to the personal use of Owners, their Occupants, guests, invitees and lessees

(including renters or overnight guests). Use of Residential Units or the recreational facilities for commercial purposes or any purposes other than the personal uses described herein is expressly prohibited.

14. PETS.

14.1 Dogs or Cats owned by Owners and renters/lessees are permitted on the Property. Owners are responsible for any damages their pets or the pet of any renter/lessee of such Owner's Unit may cause. Pets must be leashed and/or carried while in the Common Areas, and shall not be allowed to become a nuisance. All pets must be immediately cleaned up after. Pets may be deemed a nuisance for excessive noise or annoyance to other guest. Only two pets are permitted, 100 lbs. limit. Any Pet deemed a nuisance by the Association may be prohibited from the Property. Owners may address complaints about Pets to the Board of Trustees as provided herein. The Association is not liable for any damage to property or personal injury caused by an Owner's pet(s) when they are at the Project. The Owner of any Unit who has brought a pet into the Project or permitted a renter/lessee to bring a pet into the Project is responsible for any damage caused by such pet, and shall indemnify, defend, and hold harmless the Association and any other Owner or Occupant from any and all claims that may arise out of or relate to such Pet.

15. COMMERCIAL LEASE.

15.1 Any Owner leasing his or her Unit(s) for the establishment of a commercial enterprise at the Project shall present, in writing, to the Board for its approval the following information: the nature of the proposed tenant's business or enterprise, the name of the person (or corporation) responsible for running the enterprise, the proposed use of space (including a schematic diagram for use of space), an architectural plan for the space (if the space is to be reconfigured), an impact statement as to how this usage will impact Common Areas, and any other information that may reasonably be requested by the Board to evaluate the proposed use. Upon review of such written materials, the Board shall decide, in its reasonable discretion, whether to approve and grant permission for such proposed use; provided, however, that the Board shall only withhold its consent and approval if it reasonably determines that withholding consent and approval is necessary (i) to protect or preserve the Common Areas or Common Facilities, or (ii) to keep the Common Areas or Common Facilities in a good, clean, attractive, safe, or sanitary condition, order or repair. If the Board determines to withhold its consent and approval, it must explain the basis for its determination in writing and deliver the written explanation to the affected Owner(s). If the Board determines to grant approval for the proposed use, the Board shall grant such approval in writing. Only after written approval has been granted by the Board may construction work, or reconfiguration of space, begin. If construction work is started prior to receiving written approval from the Board, the Board may take any necessary measure to stop such work, and all costs and expenses incurred by the Association in seeking to stop such work shall be borne by the Owner responsible for such work, including, without limitation, reasonable attorneys' fees (including fees incurred without any court action as well as fees incurred in relation to any court action or proceeding), court costs, and other such expenses.

The Association shall have a lien against the offending Owner's Unit(s) to secure payment of these costs, expenses and fees, and the lien shall be enforced in the same manner as enforcement of Assessment Liens.

16. PERMITS AND BUILDING CODE.

16.1 Any renovation or other construction work on or in any Unit (commercial or residential) which requires a permit under applicable law (including applicable Park City Ordinances) shall not be commenced or performed in any manner unless and until the required permit has been obtained. In addition, all renovation or construction work in any Unit (commercial or residential) shall comply with the Park City building code requirements.

17. DAMAGE.

17.1 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.

18. RENOVATION OF INDIVIDUAL UNITS.

18.1 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. 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 Units owner (including reasonably attorney's fees). The Board may only withhold its consent and approval for proposed renovations if it reasonably determines that withholding consent and approval is necessary (i) to protect or preserve the Common Areas or Common Facilities, or (ii) to keep the Common Areas or Common Facilities in a good, clean, attractive, safe, or sanitary condition, order or repair. If the Board determines to withhold its consent and approval, it must explain the basis for its determination in writing and deliver the written explanation to the affected Owner(s). 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. The Association shall have a lien against the offending Owner's Unit(s) to secure payment of the costs, expenses and attorney fees incurred in enforcing the provisions of this Section 17, and the lien shall be enforced in the same manner as enforcement of Assessment Liens

19. CONTRACTOR RESPONSIBILITY.

19.1 A *Shadow Ridge Contractor Authorization Form* must be filled out by the contractor who is hired by the Owner and submitted by the Owner to the Shadow

Ridge general manager prior to work being done on their unit. All contractors employed by Owners or the Association shall register with the Association's general 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 general 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 hire contractors shall be responsible for informing their contractors of these requirements, and shall be responsible for any and all violations committed by their contractors.

- 19.2 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. In no event is the contractor, vendor, supplier allowed to use the property dumpsters for construction trash. Should any dumping occur by contractor in HOA dumpsters, the unit owner and the contractor will be charged \$500.00 by the HOA. No creation of dust or smoke is allowed unless the HOA Manager has received 24-hour notice to shut down fire system. For water or gas shutoff that may impact the building five days' notice is required. Failure of notification can result in a \$100.00 fine to owner and the contractor. No access to common areas will be granted without 24-hour advance requests by the General Manger. Contractors shall coordinate with the Association's general 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 hire contractors shall be responsible for informing their contractors of these requirements, and shall be responsible for any and all violations committed by their contractors.
- 19.3 It is the responsibility of the contractor to take any necessary precautions to protect the Association properly during construction. Therefore, in signing this form the contractor assumes responsibility for repairing any and all damage to the Association general property that is caused by the construction/renovation project. This would include, but is not limited to damage to hallways, landscaping, railings, elevators, painted surfaces (walls, floors, steps, landings) etc. Contractor shall not be permitted to commence work until contractor has provided the Association with evidence of worker compensation insurance, a copy of any applicable permit, and a copy of appropriate recorded Notice of Commencement.

20. SIGNS.

- 20.1 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, which includes all balconies and balcony areas. Signs may be used displayed within a Unit. The existing exterior commercial signs for Utah Ski and Golf is permitted. The Association may place signs on the exterior of the building if approved by the Board.

21. VEHICLES.

21.1 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, except in areas designated for bicycles.

22. EXTERIOR APPEARANCE.

22.1 No owner shall cause any material changes to the exterior appearance of the windows or balconies without the expressed written consent of the Board of Trustees. No signs or banners shall be hung from balconies or windows of the units. No antennas of any type designed to serve a Unit shall be allowed on the balconies or windows, except as may be provided by the Association to serve as a master antenna for the benefit and use of the entire Project. No electrical or other equipment may be operated at the Project which interferes with television signal reception.

23. OBSTRUCTIONS.

23.1 Sidewalks, entrances, driveways, passages, patios, courts, vestibules, 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' Unit

LOBBY AND MAIN ENTRANCE.

23.2 The lobby of the Project is intended for use by owners and guests, and is intended to be a relaxing and quiet area. The lobby and main entrance shall not be used by contractors, owners, or anyone else for delivery or transport of items such as supplies, construction equipment or materials, trash disposal, food or banquet supplies, or other such materials. Rather, to the fullest extent reasonably possible, if such items need to be transported into the Project, they shall be transported through the parking garage entrances.

24. FRONT ENTRANCE PARKING.

24.1 Parking at the front entrance is limited to owners or guests for check-in purposes only, and no vehicle shall park at the front entrance for such purposes for more than ten (10) minutes.

25. USE OF SWIMMING POOL, HOT TUB, WORK OUT ROOM, OR OTHER RECREATIONAL FACILITIES.

25.1 Owners and authorized users of the swimming pool, whirlpool, work out room, or any other recreational facilities may use the same at their own risk. All users are required to obey the posted rules. Children under twelve (12) years of age using the swimming pool, whirlpool, and/or other available recreational facilities must be accompanied and supervised by a responsible adult. Quiet hours will be

enforced from 10:00 pm – 7:00 am. Since the pools are not guarded, persons using these facilities do so at their own risk. Persons using all recreational facilities must be appropriately attired. Beverages may be consumed within the pool area, but absolutely NO GLASSES, GLASS bottles or other GLASS 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.

26. PLUMBING.

26.1 Plumbing shall not be used for any other purpose than those for which it was constructed, and no sweepings, rubbish, rags or other foreign substances shall be deposited into plumbing. The cost of any damage resulting from misuse shall be borne by the Owner.

27. STORAGE OF DANGEROUS ITEMS.

27.1 No inflammable, combustible, or explosive fluid, chemical or substance, shall be kept in any Unit, Common Area or Limited Common Area except as are required for normal household use.

28. EMPLOYEES/AGENTS CONTROL AND ENTRY OF UNITS FOR MAINTENANCE.

28.1 Employees or agents of the Management Company of the Association and employees of the Association shall be permitted to enter Units for maintenance and repairs during reasonable hours. No Owner shall direct, supervise, or in any manner attempt to assert any control over the employees of the Management Company or the Association.

29. RENTAL MANAGEMENT COMPANIES:

29.1 It is important for the Shadow Ridge Condominiums Project that appropriate measures be taken to provide for the safety and security of persons and guests using the property, to protect the individually-owned and commonly owned areas of the project, to establish security and damage control systems, and to properly manage and operate the front desk registration area as a Common Area of this hotel condominium project. In furtherance of these objectives, the Board has determined that the front desk personnel must maintain reasonable control over the card keys for each Unit and to whom such card keys are given. Accordingly, the following Rules shall apply:

29.1.1 In the interest of security within the Shadow Ridge building, all noncommercial Units are required to use only the locking system approved by the Board of the Association. At this time, the Association has an approved locking system which must be used. The Association may, from to time, change the approved locking for the benefit of the Owners. Owners of noncommercial units are prohibited from changing their locks to another locking system. The locking system shall be maintained, repaired, and, if necessary, replaced as a Common Expense of the Association. Owners of commercial space must provide the on-site Association manager with a copy of the keys to the commercial space, in order to allow access in the event of an emergency.

29.1.2 All authorized Owners, renters, and guests will be issued Card Keys for the

subject rooms by the Shadow Ridge Registration Desk Staff during normal working hours. At the time of Card Key issuance, an imprint of the renter's credit card shall be taken as security for loss of or damage to property or Common Areas of the project traceable to the renter or someone in the renter's party. Upon departure, the renters shall either return the Card Key(s) directly to the Shadow Ridge Registration front desk staff or leave the Card Key(s) locked in their room. The personnel operating the Registration Desk shall, to the extent reasonably possible, keep confidential the names, personal information and credit card information of the renters, and shall not provide the same to any rental management company.

- 29.1.3 The Board reserves the right, on behalf of the Association, to have the management and operation activities of the front desk performed by one or more independent contractors, managers, or employees, and to pay for the costs and expenses of the same as Common Expenses of the Association.
- 29.1.4 Card Key control, safety and security, application of the Rules herein, and all other appropriate policies shall be the same for all owners, renters, and guests, regardless of which rental management company or similar entity is managing any particular Unit.

31 ACCESS TO COMMON MECHANICAL SPACES.

- 31.1 In the interests of security and preservation of common areas and facilities of the SR HOA, owners may access Common Mechanical or Electrical Spaces of Shadow Ridge (the electrical room, the boiler room, the telephone room, the non-guest laundry room, the storage rooms on B2, the storage rooms on B1, the maintenance office and garage, and any other designated HOA storage rooms or mechanical space areas) only upon following these procedures and only in the presence of the HOA manager or his/her designated representative. (a) A written letter must be sent to the HOA at least one week before the requested entry date (a written e-mail request is acceptable). (b) The letter must describe with reasonable particularity the reason(s) for the desired access to any of these areas. (c) An exact time must be given for the entry into the requested area. (d) A Board member, or the Board's authorized representative, must approve the entry request in writing (an e-mail response is acceptable). The Board may withhold its approval only if, in its reasonable determination, the requested access (i) presents security risks to the Association's common areas or facilities, (ii) presents risks of harm or damage to the Association's common areas or facilities, and/or (iii) in the discretion of the board, is not for a valid purpose. (e) Entry into the requested space is allowed only in the presence of the HOA manager or his/her designated representative. (f) The only space that may be entered is that which is requested in the written letter or e-mail.

32 REGISTRATION OF OWNERS, FRIENDS, RELATIVES AND GUESTS.

- 32.1 All Shadow Ridge Units owners are entitled to host friends and family in their units. Should an owner choose to allow friends or family the use of their Units while they themselves are not present, certain security measures must be met. Due to security concerns, these guests must register at the front desk, providing name, address, and phone number. In addition, the guest must provide the front desk with a credit card number to be placed on file in case they cause damage to the common areas of Shadow Ridge. This credit card information will be destroyed after the friend or family member leaves if no attributable damage to

common areas is discovered. Due to security concerns, at all times, everyone (including owners) who stay in any Units at Shadow Ridge, must register with the front desk so that the HOA Manager knows exactly who is staying at Shadow Ridge at all times.

33 BALCONIES, BALCONY AREAS & PATIOS

- 33.1 Balconies, railings and patios are maintained by the HOA to present a uniform building appearance. Therefore, Owners may not renovate, alter, repaint, or otherwise change balconies, balcony areas or their railings and patios. Owners are prohibited from placing unacceptable items on the balconies and patios, which include (but are not limited to) sports equipment (skis, bikes, etc.), charcoal solid fuel grills, fire pits, non-living plants, any form of storage, tools, or laundry. Awnings, sunshades, or umbrellas are also not permitted as storm force winds are not uncommon in our area.
- 33.2 The following acceptable items may be placed on balconies and patios: patio furniture, propane gas or electric BBQ grills, and live potted plants. All acceptable items that are placed on balconies and patios should be secure, so as not to present a hazard to the common areas or people. Shadow Ridge Condominium is a Non-Smoking facility. This non-smoking policy includes all balconies, balcony areas and patios at all times.

34 EMPLOYEES

- 34.1 The Board may, in its discretion, hire and fire employees of the Association. The Board may hire employees of the Association for the following types of positions: a general manager, a maintenance person, a housekeeping person, and any other personnel deemed necessary to run the Project in a responsible manner, consistent with its historical hotel-condominium uses, or to protect or preserve the Common Areas and Common Facilities. The salaries and payroll expenses of such employees shall be Common Expenses of the Association, paid from the Common Expense Fund. The Board may, in its reasonable discretion, terminate the employment of such employees