

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). The Bylaws, which govern the operation of the Management Committee, are included as Exhibit C in the CC&Rs. 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 company 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 also be deemed to refer to the feminine gender and the use of the singular shall also 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 Whenever such Rules and Regulations are added to, altered, amended, modified, repealed, or revoked, the Management Committee shall ensure that a formal numbering procedure is in place for such amendments and that all Owners are provided a copy of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 Amended and Restated Declaration. The Management Committee reserves the right to impose fines for violations which are outlined in these Rules and Regulations in order to ensure 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 definitions in the CC&Rs.

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, money order or bill-pay through your bank. Cash will not be accepted. Reference is made to the following sections of the CC&Rs for more information: Sec. 3.3 on the determination of your percent interest in the total cost and Sec. 7.1-7.9 on how the annual assessment is used and 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. 7.10 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. 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. An Owner may request a statement from the Management Committee showing an accounting of all unpaid assessments and fines.
 - 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. 8.4 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 Attachment 1.
 - 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 before replacing any windows or doors.

- e. **Patio Snow Removal** – The Owner or Occupant of a Unit that includes use of a patio is responsible for keeping the patio in a safe condition regarding the removal of snow. Removal should be done in a manner that permits safe access to a Unit's entrance and to the assigned storage closet.
- f. **Insurance Coverage** – Article 11 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 also 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 twenty-five-thousand-dollar (\$25,000) 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. Reference is made to Section 10.11 of the CC&Rs for more information. A more definitive breakdown of responsibility between the Unit Owner and the Association for the maintenance of various items is contained in Attachment 1.

With regard to replacement, repair or maintenance of any of the above-mentioned items (except air conditioning components), those included in Attachment 1, 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 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. 3.2 of the CC&Rs and Attachment 2 in these Rules and Regulations 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 Attachment 3.
- 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 Attachment 4 of these Rules and Regulations.
- d. Swimming Pool Rules – Rules covering use of the swimming pool are attached as Attachment 5 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. Community Park Rules – Rules covering use of the Community Park are attached as Attachment 6 of these Rules and Regulations. The pavilion in the Community Park can be reserved for private use.
- f. Dog Run Rules – See Attachment 7. concerning rules governing the use of the Dog Run Area.
- g. Attire – All persons shall be properly attired when appearing in or using any of the recreational facilities.
- h. Smoking and Vaping – Smoking and vaping are prohibited within certain Common Areas including without limitation the clubhouse, swimming pool area, common park, water features and the halls and landings in the 8-plexes. Refer to the Utah law under smoke free housing if you have further questions.
- i. 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.
- j. 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 Attachments 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 facility, 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 twenty-three (23) Units may be leased at any given time, not counting those units exempted by Section 20.4 of the CC&Rs. If an Owner wishes to lease his Unit to others, he must first contact the office. Once the limit of twenty-three (23) 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. 20.7. Any Unit Owner interested in leasing his Unit should review and shall comply with the referenced CC&Rs and must ask for and be granted permission to do so from the Management Committee. If the maximum of 23 rented Units has been reached, the Owner can ask to be placed on the waiting list.
 - 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 20.4 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) An Owner who wishes to rent his Unit must 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 the above paragraph) exempt 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. 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 clothesline, 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. 4.1(d), 10.11, and 10.14 of the CC&Rs for more information concerning restrictions to modifying the exterior of your Unit. Also refer to the Exterior Modification Manual in the clubhouse.

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. See Attachment 2 for a set of guidelines covering the Unit Owner's use of Common and Limited Common Areas. 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 or vaping in the confined hallways of 8-plex Units or on the landings and stairways leading to those hallways is prohibited.
- e. Prohibited Activities – The use of rollerblades and skateboards (or similar devices) is prohibited throughout the community.
- f. Waterfall Areas –Playing, climbing in, or throwing objects into these areas is prohibited. Children six years of age or younger must be accompanied by an adult while visiting these areas.
- g. Operation of Entrance/Exit Gates – See Attachment 8 for information concerning this subject.

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 small 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 has either a two-car garage or 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. 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 Charging Station** – An Owner with an electrical vehicle may request permission to install a charging station within their garage or assigned carport area. A formal agreement must be executed between the Owner and the Management Committee before installation can be undertaken. If the vehicle owner is a tenant, then the Owner must take action for installation on behalf of the tenant. Such installation must be completed by a certified electrician and must be connected to the Unit's electrical system. Connecting to the common area electrical system is prohibited. Once the Owner's Unit is sold or the tenant moves out, then the charging station must be disconnected and removed by a certified electrician. See Section 10.13 of the CC&Rs for more information.
- d. **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.

Except for emergency automobile maintenance, no repairs of any detached machinery, equipment, or fixtures, including without limitation motor vehicles, shall be made in the Condominium Complex except as may be authorized by the Management Committee.

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 exceed ten (10) hours.

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

Vehicles shall not be parked in the Common Area of the Complex with "For Sale" signs attached.

- e. **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 relatives to the Owner.
- f. **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.

- g. 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.
- h. 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. of these Rules and Regulations.
- i. 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 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 Community Park. See Attachment 7 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 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 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 Office 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 on Units should be white, except for the 8-plex Units which should be bronze/brown. No other colors are approved except for those doors installed before March 6, 1996. Replacement doors must be the correct colors as stated above.
- 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. All cardboard boxes must be broken down. Christmas trees must be transported to designated Christmas tree disposal areas and not left in the regular

garbage pickup areas or left at curbside. Any violation will receive a warning/fine as outlined Sec. D.8. of these Rules and Regulations.

- k. Audio/Video Doorbell – Such doorbells are permitted on the exterior of an Owner’s Unit as a replacement of or addition to the conventional doorbell.
- l. Security Cameras – Reference is made to the Exterior Modification Manual for the Rules, Regulations and guidance concerning this subject. A copy of the Manual is available in the Office.

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 Section 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 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 must be posted outside the patio gate in the 4-plex and Coventry Units. Posting security signs in the 8-plex entrance areas is 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 6.1(l) of the CC&Rs, 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. Reinvestment Fee – The Utah Code allows a condominium complex to collect a fee as the result of transfer of ownership of a Unit. The fee may not exceed one-half of one percent (.5%) of the value of the Unit being sold. This fee is usually paid by the buyer of the Unit and is usually designated to use for Common Area improvements.
3. Transfer Fee – A condominium complex is allowed to collect a fee when a Unit is sold within the complex. The fee is usually paid by the buyer and is not to exceed \$250.00. This fee is to cover the cost of transferring the seller and buyer information in the Association's records.
4. 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 pedestrian entrance/exit gates and is 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 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.
5. Buildings & Grounds – The designated Buildings & Grounds member(s) of the Management Committee has the responsibility of walking the property frequently to ensure 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 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.

6. 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 under the age of 14, guests, or any other individuals.

7. Solicitors – Solicitors are not permitted inside the Complex. Violations should be reported to the office or the sheriff summoned if necessary.
8. 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.
9. Complaints – Complaints regarding the management of the Complex or regarding actions of other Owners/tenants shall be made in writing to 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.
10. 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. See also Section 6.1(j) of the CC&Rs for more information.

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.

Attachments

1. Maintenance Responsibilities
2. Common Area and Limited Common Area Guide
3. Clubhouse Rules
4. Clubhouse Reservation Rules
5. Swimming Pool Rules
6. Community Park Rules
7. Pavilion Reservation Rules
8. Dog Run Rules
9. Operation of Entrance/Exit Gates
10. Grow Box Rules

Approved by the Management Committee the 14th day of August, 2024

Grow Box Rules

(Adopted by the Management Committee)

The following Rules govern the use, assignment, and maintenance of the community Grow Boxes located within the Common Area. These Rules are adopted pursuant to the Management Committee's authority to regulate the use of Common Areas and to establish maintenance standards ("*The Management Committee may adopt reasonable Rules...*" — CC&Rs §4.1(d)).

1. Availability & Lottery System

1. A total of **eleven (11)** Grow Boxes are available for use each growing season.
2. Because demand may exceed availability, Grow Boxes are assigned through an **annual lottery**.
3. **Names must be submitted by March 31st** each year to be included in the lottery.
4. Names will be **drawn at random**, and Grow Boxes will also be **assigned at random**.
5. Each selected participant must pay a **\$25 Grow Box Fee** for the season.
6. Assignments are valid for **one growing season only**. All Grow Boxes **reset annually**, and a new lottery begins each year on March 31st.

2. Eligibility

1. Only Unit Owners in good standing may enter the lottery.
2. Owners who fail to maintain their Grow Box or fail to clean it at the end of the season will be **ineligible to enter the lottery the following year**.
 - ("*Each Unit Owner is responsible for keeping...areas in a clean and safe condition at all times*" — Rules §B.4)

3. Maintenance Requirements

1. Grow Boxes must be kept in a **clean, orderly, and weed-free condition** throughout the season.
2. Plants must be maintained so they do not:
 - Encroach into walkways
 - Create hazards
 - Damage Common Areas

- (“Any damage to...Common Areas caused by a Unit Owner...shall be repaired at the expense of the Unit Owner” — Rules §B.7)
- 3. Watering must be done responsibly to avoid runoff or damage to surrounding areas.
- 4. All tools, bags, pots, and materials must be removed after use; storage of personal items in the Grow Box area is prohibited.

4. End-of-Season Requirements

1. All Grow Boxes must be **fully cleared** at the end of the growing season, including:
 - Removal of plants
 - Removal of stakes, cages, or supports
 - Removal of debris or soil amendments
2. Failure to clean the Grow Box by the posted deadline will result in:
 - Loss of eligibility for the **next year’s lottery**, and
 - Possible charges for cleanup if performed by the Association (“*The Owner shall be responsible to pay all costs associated with repairing or replacing any Common Area...*” — CC&Rs §4.1(c))

5. Use Restrictions

1. Grow Boxes are for **personal, non-commercial gardening only**.
2. No permanent modifications may be made to the Grow Boxes or surrounding Common Area.
3. No chemical storage, compost piles, or hazardous materials are permitted.
4. The Management Committee reserves the right to inspect Grow Boxes at any time for compliance (“*The Association has the right to enter and inspect...to ensure compliance*” — CC&Rs §3.2(a)).

6. Enforcement

1. Violations of these Rules are subject to the Association’s standard notice and fine procedures (Rules §D.8).
2. The Management Committee may revoke Grow Box privileges at any time for:
 - Non-payment of the fee

- Failure to maintain the box
- Damage to Common Areas
- Repeated violations of these 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, all framing, insulation, and other materials associated with interior nonbearing walls
2. Furnace
3. Water heater
4. Air conditioner including exterior compressor and related hardware
5. Garage interior (Coventry & enclosed garages in 8-plexes)
6. Doors and door frames in exterior walls including locks, knobs etc.
7. All garage doors and related hardware
8. Window and window frames in exterior walls
9. Screen/Storm doors and related hardware
10. Doorbells
11. Fireplace and vent if installed
12. Balcony floor coverings
13. Outside light fixtures controlled by Owner
14. Phone line 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 on 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. Electric vehicle charging stations
22. Gas lines from control meter to Unit
23. Approved satellite dishes and related hardware
24. Approved radio antennas and related hardware
25. All plants, trees and shrubs planted within the Limited Common Area
26. Interior pest control
27. All approved modifications to interior and exterior of Unit
28. All items of furniture attached to the interior walls of the Unit

29. Approved, lockable mailboxes as purchased by Owner (Coventry and 4-plexes)

30. Any replacement of patio concrete replaced by current or previous owner

31. Installing and maintaining additional vinyl fence of carports

FAIRMEADOWS CONDOMINIUMS

Attachment 2

COMMON AREA AND LIMITED COMMON AREA GUIDE

Amended and Approved by the Management Committee on October 12, 2021

The following guidelines have been developed and approved by the Management Committee to assist present and future members of the Management Committee as well as the present and future Owners and Residents of Fairmeadows Condominiums. It presents a guide to the Owners and Residents on items that are prohibited and items that are accepted in the Common Areas and Limited Common Areas. Some of these items fall under a blanket approval by the Management Committee and follows Section C.4.a of the Rules and Regulations. This guide gives more information on some items to help the Owner or Resident understand what is allowed and what is not allowed. A copy of this guide will be placed in the Business Operations Manual that is found in the office.

COMMON AREA

PROHIBITED ITEMS IN THE COMMON AREA

As stated in the Rules and Regulations, the following items are prohibited in the Common Area. It must be noted that all front porches, halls in the 8-plexes and all the landscaping is Common Area.

1. Water Fountains
2. Trellises
3. Tables
4. Chairs
5. Benches
6. Stools & seats
7. Patio Furniture
8. Carpet on main entrances
9. Lights (other than lights at Christmas)

Other items prohibited in the Common Area. These items have been placed in the Common Area over the years and the Management Committee feels these items should be prohibited:

1. Banners of any kind
2. Chimes
3. Decorative stone/rocks
4. Plaques of any kind (except in the 8-plexes)
5. Any flag other than the United States Flag
6. Solar lights

7. Yard and garden items such as, but not limited to statues, turtles, ducks, dogs, cats, wheelbarrows, frogs, birds, trolls, nymphs, deer, rabbits etc.
8. Planter boxes
9. Plastic/artificial flowers and plants
10. Bird baths
11. Bird Feeders – The seed that is used in bird feeders is usually the kind that germinates and causes weeds and various grasses to grow in the area under the feeder. This causes problems for the landscaping personnel. Only hummingbird feeders are allowed when placed on a Shepherd's Hook.
12. Bird houses
13. Weather veins

C.4.a of the Rules and Regulations allows the Management Committee to give a blanket approval on certain items. The blanket approval for items that may be placed in the Common Area is as follows:

1. **Door mat** - only 1 at the front entry to the Unit.
2. **Hose holder** – (attached or free standing) only 1 can be placed close to a faucet.
3. **Security signs** – One small security sign may be placed near the patio gate. No more than two small security stickers may be placed in windows or on the storm door glass. One security sticker may be placed on the storm door glass in the 8-plexes.
4. **Animal signs** -1 small sign is allowed to be placed on the front windows or storm door to alert the fire department or emergency personnel that an animal is inside the unit.
5. **Nameplates** – One small nameplate may be attached to the front door and/or gate.
6. **Pots** – Only 2 small to medium pots may be placed on the front porches of Coventry and the 4-plexes and are not to impact access to the unit. Pots must be planted with live flowers/plants and are to be well maintained. No plastic/artificial flowers/plants can be used. Pots must be removed from the front porches during the winter months (November through March).
7. **Garage pots in Coventry** –Maximum of 2 medium to large pots may be displayed at the garage entrance but only live plants are allowed and must be well maintained. If annual flowers/plants are used, they must be removed during the winter months (November through March). **NO ARTIFICIAL/PLASTIC FLOWERS MAY BE USED.**
8. **Hanging flower pots/baskets** – Hanging flower pots/baskets may be displayed on the Common Area only on a Shepherd's Hook and must be well maintained. Each unit is permitted to have one Shepherd's Hook and each Shepherd's Hook may have no more than two hangers. Each hanger may be used only for the hanging of either a basket/pot or a hummingbird feeder. The hook must be located in the Common Area used for bushes and must be placed so that they are not a hindrance to the landscaping personnel when trimming the bushes. The hooks may NOT be

placed in the grass area. All Shepherd's Hooks must be removed from the Common Area during the winter months (November through March).

9. **Shepherd's Hooks** – See Number 8 above for the items allowed to be used with a Shepherd's Hook and the location where there are allowed to be placed in the Common Area.
10. **Lights** – Lights may only be displayed during Christmas (from Thanksgiving through the end of January) and cannot be attached to the building or fence in a way that will mark or leave holes that are permanent. All clips that are used to hang lights at Christmas must be taken down when the lights are taken down. The use of any type of lights at any time other than Christmas is strictly prohibited.
11. **Holiday Decorations** – All holidays, other than Christmas, may have tasteful decorations placed in the Common Area for a time period of 1 week before the holiday to 1 week after. **No lights of any kind may be used.**

LIMITED COMMON AREA

PROHIBITED ITEMS IN THE LIMITED COMMON AREA

The Limited Common Areas in Fairmeadows are different for the 8-plexes, 4-plexes and Coventry. The patios in the 4-plexes and Coventry are Limited Common Areas and the decks in the 8-plexes are Limited Common Areas. Therefore, they are broken down as follows:

4-PLEXES AND COVENTRY

1. **Trellises** – These are prohibited if they are attached to the building, fence, or storage shed in any way.
2. **Lights** – Lights may only be displayed during Christmas (from Thanksgiving through the end of January) and cannot be attached to the building or fence in a way that will mark or leave holes that are permanent. All clips that are used to hang lights at Christmas must be taken down when the lights are taken down. The use of any type of lights at any time other than Christmas is strictly prohibited.
3. **Banners of any kind**
4. **Bird feeders** – Only hummingbird feeders are allowed unless written authorization from the Management Committee has granted permission for the other types.
5. **Bird houses** – Written authorization must be given by the Management Committee.
6. **Chimes** – These are considered a noise nuisance.

8-PLEXES

1. **All prohibited items listed above in the 4-plexes and Coventry**
2. **Hot tubs**
3. **Medium to large water fountains** (Small table top water fountains are allowed).
4. **Bird baths**
5. **Chimes** – These are considered a noise nuisance.

Attachment 3

Clubhouse Rules

1. Use of the Clubhouse is restricted to residents (Owners in residence and tenants) and their guests.
2. See Attachment 4 for procedures and rules governing reserving the Clubhouse.
3. The Clubhouse is open for use by residents and their guests from 8:00 a.m. to 10:00 p.m. Monday through 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 always have annual tag attached) for each resident and each of his guests and must be in the possession of an adult resident. Anyone without a pass will be asked to leave.
5. Resident under the age of 14 and their guests must be accompanied by an adult.
6. The loaning of passes or recreational facilities master key to other residents, 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. 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. 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.
12. Alcoholic beverages, such as liquor, beer and wine, are prohibited in the Clubhouse.
13. Smoking and/or vaping 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.

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 & Usage Fee – A deposit of one hundred (100) dollars is required and will be refunded if the Clubhouse is left clean and without damage. The Usage fee is fifty (50) dollars. The Usage 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. The deposit fee will be given back to the resident when the clubhouse is found to be in a clean condition and all furniture is returned to its' proper place. Any or all the deposit will be kept if any damage is found in the clubhouse.
3. Restrictions
 - a. The maximum number of persons for which the Clubhouse may be rented is sixty (60).
 - b. The maximum period the Clubhouse may be reserved is six (6) hours.
 - c. Only the upstairs level of the Clubhouse may be reserved. The remaining portions of the Clubhouse may not be used, except for the restrooms. The swimming pool area is off limits to guests.
 - d. The Clubhouse may not be rented for drinking parties. Alcohol beverages of any kind are prohibited.
 - e. The Clubhouse may be reserved for wedding receptions with certain restrictions (contact office secretary).
 - f. A resident may reserve 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 reserved within two (2) weeks prior to any specific holiday the 3 year period is no longer in force and any resident may reserve the Clubhouse.
 - g. Smoking and/or vaping 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.
4. The Clubhouse must be cleaned and vacated by 10:00 p.m. Monday through Sunday.

5. 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 in the closet near the window.
 - 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.
6. Parking – Guests must use the regular guest parking areas only. Use of a private parking space (Owner's carport) may subject the Clubhouse user to forfeiture of fifty (50) dollars of his deposit.
7. Damages – The resident reserving 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.

Attachment 5

Swimming Pool Rules

1. 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. On Wednesdays, the pool is available to residents only. No guests are permitted.
3. 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.
4. 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.
5. The pool is not available for private parties.
6. An adult resident must accompany his guests.
7. 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.
8. 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.)
9. 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.
10. Always shower before entering the pool.
11. Proper swimming attire must be worn in the pool at all times. Cutoffs and street clothing ^{STREET CLOTHING, THONGS} is not ^{ARE} permitted. Individuals wearing diapers in the pool must also wear waterproof swimming pants.
12. 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.
13. Alcoholic beverages, such as liquor, wine and beer, are prohibited within the perimeter fence of the pool area including the area reserved for eating food.
14. Smoking and/or vaping 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. ^{ABUSE, OR ANY KIND IS PERMITTED. THIS IS A FAMILY ORIE}
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 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 floatation devices may be used as long as they do not disturb fellow swimmers. Please use your best judgement 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.

Community Park Rules

1. The Community Park is open for use during the hours 8:00 a.m. and 10:00 p.m. The lights used to light the area at night will automatically turn off at 10:00 p.m.
2. Any child of the age eight or younger must be accompanied by a person of the age 14 or older.
3. The pavilion is for use by all residents and their guests. The pavilion can be reserved by a resident by contacting the office during regular office hours. It can be reserved for a period not to exceed six (6) hours. See attachment 7 for the rules governing the reservation of the Pavilion.
4. A portable barbeque grill may be brought to the pavilion area, however, leaving a barbeque grill at the pavilion is prohibited.
5. Portable folding chairs can be brought to the park for use while the resident and his guests are using the park. Leaving chairs at the park is prohibited.
6. Tossing or kicking a ball on the green space is permitted unless the park area is crowded.
7. A pet(s) is allowed in the park area but must be on a leash at all times.
8. Since the park is located near residents to the east and neighbors to the north, being loud and boisterous is prohibited.

Pavilion Reservation Rules

1. Procedures – Any resident (Owner-in-residence or tenant) may reserve the Pavilion 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 & Usage Fee – A deposit of one hundred (100) dollars is required and will be refunded if the Pavilion is left clean and without damage. The Usage fee is twenty-five (25) dollars. The Usage 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. The deposit fee will be given back to the resident when the Pavilion is found to be in a clean condition and all tables are returned to the proper place. Any or all the deposit will be kept if any damage is found in the Pavilion.
3. Restrictions
 - a. The maximum number of persons for which the Pavilion may be rented is forty (40).
 - b. The maximum period the Pavilion may be reserved is six (6) hours.
 - c. The tables MUST remain on the concrete at all times and cannot be moved to the grass area.
 - d. BBQs may be used in the Pavilion, but must be taken out when you leave.
 - e. The Pavilion may not be rented for drinking parties. Alcohol beverages of any kind are allowed in moderation.
 - f. The Pavilion may be reserved for wedding receptions with certain restrictions (contact office secretary).
 - g. Smoking and/or vaping is not permitted anywhere within the Pavilion.
 - h. Attachment of decorations to the poles, ceilings, or tables is prohibited.
 - i. The grass area is not part of the reservation; however, the park area can be used. Others can use the park area except for the Pavilion during the reservation period.
4. The Pavilion must be cleaned and vacated by 10:00 p.m. Monday through Sunday.
5. Cleanup – As a minimum, the following cleaning must be accomplished to ensure a full refund of the deposit:
 - a. All garbage and trash must be placed in the proper garbage container or removed from the premises.
 - b. All tables must be placed in the original location and must be clean.
 - c. Any food or drink that has been dropped on the concrete must be cleaned up.
 - d. Collect and remove all personal belongings.

6. **Parking** — Guests must use the regular guest parking areas only. Use of a private parking space (Owner's carport) may subject the Pavilion user to forfeiture of fifty (50) dollars of his deposit.
7. **Damages** — The resident reserving the Pavilion 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.

Attachment 8

Dog Run Rules

1. Use of the dog run area is restricted to residents (Owners-in-residence and tenants) and their guests.
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 equipment and toys are available for the use of all residents and guests and shall be **returned** to the storage bin before leaving the area.
5. All food and treats shall be kept securely stored in the storage bin.
6. All plastic chairs shall be left in a tilted position against the fence so that water can run off the seats.
7. All metal chairs need to be placed on the concrete before leaving.
8. All other chairs need to be placed in a tidy manner on the concrete.
9. Remember to turn off the water tightly before leaving the area.

Operation of Entrance/Exit Gates

Following is some general information and rules governing the entrance/exit gates and the openers to be used for their operation:

1. Two gate openers have been provided to the Owner of each Unit. When necessary, the Owner is responsible for replacing the battery that powers the opener and for the cost of the battery.
2. Lost or stolen gate openers must be reported to the office as soon as possible. Replacement of any lost/stolen opener can be picked up at the office during office hours at a cost of \$100.00 per opener.
3. Gate openers, like pool keys and passes, must stay with the unit upon the sale of the Unit.
4. Each Owner has also been provided an entrance code that can be used at the "call box", located near the entrance gate, as another way to enter the Complex. The entrance code consists of four numbers preceded by a pound (#) sign. You may wish to enter your code here # _____. Upon the sale of a Unit, the selling Owner must notify the office about the sale so that the code can be changed for the new Owner.
5. Entrance codes may be used by family and friends to enter only through the 900 East entrance. The Management Committee may change the gate codes as needed. Usually this will occur at the sale of a Unit or when excess usage of the code has been detected. Gate codes should be kept as confidential as possible and not generally distributed by residents to others outside the community.
6. An Owner who rents his Unit is responsible for providing his tenants with the openers and the entrance code assigned to the Unit. The Owner must inform the office when a tenant leaves and a new tenant has moved in.
7. There are two pedestrian gates at the 900 East entrance and one gate at the Enchanted Dr. entrance. The two keys provided to each Owner for entering the swimming pool and the clubhouse can be used for unlocking the three gates. When entering or exiting the Complex, the resident is responsible for ensuring that the gate is firmly closed and locked after passing through. Schoolchildren walking to school or to a bus stop should be made aware of this requirement.
8. Abuses that include, but are not limited to, distributing the codes in mass, providing the openers to allow others access the community, or hacking openers to allow creation of openers outside of the official designated openers, will result in fines as outlined in Violations under D.8 in the Rules and Regulations.
9. Any damage to the gates or the gate structures will result in a fine along with specific assessments to the resident for the cost of repairing the damage.

All the gate openers are preprogrammed through software that is controlled by a computer in the office. The east gates on 900 East are to be used as the primary entrance to or exit from the Fairmeadows Complex. There are sensors in the road that will allow all vehicles to exit without having to use an opener. All Owners/tenants can enter the 900 East entrance gate by either pushing the green button on their opener or entering their assigned four-digit code into the "call box" preceded by the pound (#) symbol. All non-residents will need to use the 900 East gates. The "call box" is for the use by all guests, service vehicles, delivery vehicles, etc. to gain entrance. There are two buttons (A and Z) which will permit a visitor to alphabetically scroll the names of all residents. Once the name is found, the visitor will need to push the "call" button. The resident will receive the call which will identify the caller by a phone

number (801-987-3379) and by the name "Front Gate". [Note: For this procedure to work accurately and that the Owner realizes what the message is about, it is important that the Owner enter the information in his telephone directory with "Front Gate" being the person's name and the telephone number (801-987-3379) being the number of the caller] The Owner must then push the number "9" on his phone which will open the gate.

The gates on Enchanted Drive (west end) are for residents only. A resident will have to use an opener to enter or exit the Complex. To enter the Complex, the resident needs to push the green button on the opener. To exit the Complex, the resident must push either the yellow or red button on the opener. Be sure to stop at the information sign when exiting the Complex to provide adequate space for the gate to swing open. Do not push the button more than once. Doing so may cause the gate to reverse, thereby closing the gate instead of opening it.

GROW BOX RULES

The following Rules govern the use, assignment, and maintenance of the community Grow Boxes located within the Common Area. The Grow Boxes were part of the concept of replacing the tennis courts. The intent was to allow those residents who want to have a small garden to have a place to plant veggies/flowers during the summer months.

1. Availability & Lottery System

- A total of eleven (11) Grow Boxes are available for use each growing season.
- Because demand may exceed availability, the Grow Boxes are assigned through an annual lottery.
- Names must be submitted by March 31st each year to be included in the lottery.
- Names will be drawn at random, and the Grow Boxes will also be assigned at random.
- Each selected participant must pay a usage fee of \$25.00 for the season.
- Assignments are valid for one growing season only. All Grow Boxes are reset annually, and a new lottery begins each year on March 31st.

2. Eligibility

- Only Unit Owners in good standing may enter the lottery.
- Owners who fail to maintain their Grow Box or fail to clean it at the end of the season will be ineligible to enter the lottery the following year.

3. Maintenance Requirements

- Grow Boxes must be kept in a clean, orderly, and weed-free condition throughout the season. This also includes keeping the walkway around the box clean of weeds and debris. All unwanted weeds, leaves etc. must be disposed of properly.
- Watering must be done responsibly to avoid running off or damage to the surrounding areas.
- Plants and any tools or cages must be maintained so they do not:
 - Encroach into the walkways
 - Create hazards
 - Damage the Common Areas

4. End-of-Season Requirements

- All Grow Boxes **must be fully cleared** at the end of the growing season, including:
 - Removal of plants

- Removal of stakes, cages or supports
 - Removal of debris or soil amendments
- Failure to clean the Grow Box by the posted deadline will result in:
 - Loss of eligibility for the next year's lottery, and
 - Possible charges for cleaning up if performed by the Association.

5. Use Restrictions

- Grow Boxes are for personal, non-commercial gardening only.
- No permanent modifications may be made to the Grow Boxes or surrounding Common Area.
- No chemical storage, compost piles, or hazardous materials are permitted.
- The Management Committee reserves the right to inspect the Grow Boxes at any time for compliance.

6. Enforcement

- Violations of these Rules are subject to the Associations standard notice and fine procedure found in the Rules and Regulations under D.8.
- The Management Committee may revoke Grow Box privileges at any time for:
 - Non-payment of the usage fee
 - Failure to maintain the grow box in a proper manner
 - Any damage to the Common Area
 - Repeated violations of these Rules

Adopted by the Fairmeadows Management Committee on May 13, 2026