

Cottonwoods at Vine Condominiums

General Rules

(Updated 10/7/98)

(P16; sec. 5.9) These areas through the document refer to but are not limited to sections of the CC&R's

This set of rules is established as a basis for a successful community and an enjoyable lifestyle.

Condominium living is different from living in a "typical neighborhood". Here at Cottonwood at Vine "common area and facilities" are shared by the residents and, because of his sharing community rules are not only worthwhile, they are a necessity.

These rules have been established under the authority of the Cottonwoods at Vine Declaration and Bylaws to assure the maximum use of the facilities for the benefit of the community as a whole.

Exceptions will only be allowed in keeping with the spirit.

Owners must use the lease language provided by the Association when renting or leasing a unit. (Please contact for a copy of the lease language.) Owners will be held liable when renters are violation of the rules governing the Association.

1. UNIT OWNERS RESPONSIBILITIES

A. Noise (p 27, 9.2)

Excessive noise can be more disturbing to people than just about anything else. Therefore, residents are requested to locate sound equipment outside, rather than in common walls, and to please use "good judgment" when playing music, running TVs, etc. or entertaining both inside and outside the home. The base level of sound equipment must never be loud enough so as to disturb others. Quiet hours for the community are from 10:00p.m. to 8:00 a.m.

B. Damage

Because it would be unfair for all residents to pay for damages in common areas caused by someone else, each homeowner is personally responsible for repairs to damages made by him/her, or his/her family, tenants, guests, or pets. Please report any damages noticed to the Management Committee/Association Manager office as soon as possible.

C. Sidewalks, Entry Ways, Common Areas

The sidewalks and entryways, etc. are not to be obstructed or used for any other purpose than that of pedestrian walkways. They are not play areas! No bicycles, rollerblades, skateboards, etc. are allowed on the sidewalks, or are allowed to be left in common areas! Open containers of beer, or any other alcoholic beverages are not allowed to be consumed, or even be in entryways, or any other common areas.

D. Storage Units

Storage units have been provided for your convenience and exclusive use. Some uses however must be restricted: nothing may be stored which will increase the insurance liability of the Association. No gasoline or similarly volatile or flammable materials may be stored. The electrical system is not designed for heavy use. For your protection, check with the Management Committee/Association Manager for information on electrical system limitations. Management assumes no liability for loss or damage to articles stored inside lockers, or left in common areas. You're recommended to lock your individual storage unit.

E. Trash

Everyone likes to live in a clean environment. All residents are requested to please be careful, and pick up after use of any common area in the community. In addition, please don't throw anything out from inside the house or deck. **Please bag all trash!** Dispose of as much garbage in the kitchen disposal as possible. Boxes **must** be compressed, and all trash **must** be placed inside the trash receptacle!

F. Safety

No owner or any member of the family or guests of any owner shall be allowed upon the roofs of the units, or on the walls or fences at any time.

G. Plumbing

Because the homes share common plumbing lines, caution should be exercised in, and liability accepted for items flushed down the drains.

H. Fire Safety/Environmental Concerns

No owner shall use or permit to be brought into the units, stored in the storage units or thrown in the dumpster, any flammable oils or fluids, such as gasoline, kerosene, naphtha, benzene, or other explosives or articles deemed extra hazardous waste to toxic substances. No unit owner or tenant shall permit anything to be done or kept in his/her unit or storage unit, or on the buildings or contents thereof which would be in violation of any public law, ordinance or regulation. This includes fireworks of **any** type, or drug manufacturing equipment.

I. Structural Changes to Individual Units

There shall be no structural changes to the inside of any unit without prior written consent from the Management Committee/Association Manager.

J. Special Planting

The upkeep and appearance of the landscaping at the Cottonwoods at Vine is a major expense, and therefore before planting any vegetation around your unit, you must first obtain permission from the Management Committee.

K. Visible Additions to the Home (p27;9.1)

Part of the financial appreciation of the Condominium communities is due to rigid standards of uniformity. These standards forbid any exterior additions that were not part of the original design of the Condominiums. This includes shades, reflective window coatings, "**For Sale**" signs, awnings, window guards, aerials, nameplates, special painting, etc.

Although some exceptions can be made to this no visible additions rule, all requests for, and subsequent approvals for must be submitted and received in writing to and from the Management.

L. Move in/Move out

All damage to the community caused by moving any article will be the liability of the homeowner. Homeowners must be present to meet the movers and to open up their units: management employees are not authorized to open up homes for professional movers.

M. Business at Home

No business of any type may be operated from any of the Cottonwood at Vine Condominiums. Condominiums further may not be used as time-share condominiums. Each homeowner is responsible to maintain the interior of his/her home including all appliances, fixtures, etc., in such a manner that it will not increase the Association insurance liability or cause harm or damage to persons or property.

N. Common area Fees and Special Assessments (p 18-22 sec. 6)

All assessment fees are due on the first day of each month. No separate notices off such monthly assessments shall be sent. Payments received after the tenth (10th) day of the month in which they were due shall be assessed a "late fee", in the amount of \$15.00. If the assessment payment, along with the "late fee" are not received thirty (30) days after the due date, then the account becomes "delinquent" and a collection equal to ten percent (10%) of the delinquent monthly assessment will be added. The delinquent monthly assessment shall also bear interest from the date due, until such time as is paid, at the rate of eighteen (18%) per annum. The Association may also take any other actions necessary for the collection of delinquent assessments, as outlined by the by-laws.

The Management reserves the right to restrict the use of common area amenities.
All community fees, plus any individual assessment or damage reimbursements are due and payable to:

Cottonwood at Vine Condominiums
P.O. Box 571157
Salt Lake City, Utah 84157

The Management reserves the right to restrict use of the common areas and amenities to only those homeowners (and their tenants and invited guests), who are current in payment of common area fees, and are in compliance with the by-laws established by the Management of the Cottonwood at Vine.

The Management Community/Association Manager for the protection and privacy of each homeowner has adopted these rules. They may be altered as the need arises. Each homeowner will be given written notification of any changes in the Cottonwood at Vine Community Rules and Regulations.

O. Rules and Regulation Changes (p 35; sec. 9-20)

The management Committee/Association Manager for the protection and privacy of each homeowner has adopted these rules. They may be altered as the need arises. Each homeowner

P. Individual Assessment (p18;sec.6)

Any violation or infraction of the rules and regulations will result in the following action:

1st offense	written warning
2 nd offense	\$25.00 Individual Assessment with written notice
3 rd offense	\$100.00 Individual Assessment with written notice
4 th offense	Legal action

All Individual Assessments will be collected as outlined in the Declaration of Condominiums. The Board of directors will hear any dispute of Individual Assessments by appointment only.

Q. Speed limit

The speed limit for all parking areas is 5 mph.

II COMMON AREAS

The common area must be cleaned completely after use. This means sweeping, garbage removal, taking account of anything that might have been broken and general overall clean up of the common areas used.

1. Any damage to the building or their contents will be assessed to the resident.

All functions must end and any cleanup completed by 10:00 p.m. (parties should end in time for cleanup to be done by 10:00 p.m.)

The resident is responsible for the conduct of any guests and personally liable for damages caused by any guest.

The Cottonwood at Vine Condominiums Clubhouse is available to all homeowners and tenants. There is a fee charged which is based upon the number of people to inhabit the clubhouse. There is also a deposit collected before the use to cover any damage that may occur. Please contact the HOA office, 273-8075 to make a reservation and receive a contract.

III. DOG, CAT, AND HOUSE PET RULES (P31; sec 9.12)

A. Either one (1) dog **OR** two cats are expressly permitted as pets. All other pets are subject to approval by the Management Committee/Association Manager. The Management Committee/Association Manager reserves the right to disallow any pet.

- B. All pets are to be on a leash or in a cage at all times when outside of the units!

- C. Each pet owner will **at all times** pick up droppings of his/her pets **immediately**, and dispose of them properly!
- D. Pet owners **will not** permit pets to bark, or make other noises that may disturb other residents!
- E. Pets will not be allowed to be left unattended on decks/balconies.
- F. Pets are not to be tied to porches, trees, or shrubs.
- G. Pet houses will not be allowed on balconies/decks on either a temporary or permanent basis.
- H. Pet owners are fully responsible for personal injuries and/or damage caused by their pets.

In addition to ensure compliance with the pet rules, the violation fines listed "P" will be followed. All complaints must be in writing and signed by the complainant(s) to be legally enforced. The Management Committee/Association Manager will act upon all written complaints when received by the Manager.

Special Note: Pet owners may appeal any complaint or fine. Submit in writing a request for a hearing on the matter to the Association/Property Manager within five (5) days of the receipt of the complaint or fine, or personally contact the Management Committee/Association Manager.

When Management time is involved in the removal of unauthorized pets the unit owner and tenant shall be assessed.

- 1. A \$50.00 fee for the preparation of the first demand letter from the Management Committee.
- 2. A \$100.00 fee for the preparation of the demand letter from the Association attorney.
- 3. A minimum charge of \$100.00 for the Attorney's fees and court costs should a lawsuit be commenced to enjoin unauthorized of the premises.

IV. **PARKING RULES** (P28; SEC 9.4; sec 3.2)

In order to provide adequate access to all of the units and common areas of The Cottonwood at Vine, the curbs and parking areas that constitute fire lanes and access areas have been painted red, and/or are marked with "no parking" signs. These areas include the spaces in front of the dumpsters. Because of the limited space available to some residents, cooperation in using the covered parking for motor vehicle parking will be necessary. To ensure adequate parking in common parking lots; and areas designed as resident parking only - means just that! Each owner receives one (1) reserved covered parking place and/or garage as per agreement, and one (1) first come-first serve uncovered parking place!

REMEMBER

- A. Each homeowner has **one** (1) deeded parking space and/or garage!
- B. Absolutely no washing of vehicles on properties. Please use the local car wash.
- C. Unit owners, residents, and/or their invited guests who park ant vehicle in any unauthorized space will have that vehicle towed away at the owners expense after only **one** (1) warning has been given!
- D. Recreational vehicles may be parked in the uncovered lots for loading and unloading for a period not exceed 24 hours! This includes trailers, moving vans, oversize semi-trucks, etc.
- E. Use of common areas for repair and service work is strictly prohibited.
- F. No motor vehicles, including motorcycles, motorbikes, etc. will be operated, driven or parked on sidewalks, or on any other common area not designed

for such use.

- G. The Cottonwoods at Vine is not a trailer park or campground. No recreational vehicle, camper, motor vehicle, etc. shall be inhabited while parked in the common area.
- H. All vehicles of any kind while parked in the common areas must have current license plates, and be in operating condition. Vehicles parked in violation of such regulation will be towed away **at owner's expense**, after receiving one (1) written notice of the parking violation!
- I. Please park your vehicles between painted lines. Vehicles may not take up more than **one** (1) parking space! Please do not overlap into the space next to yours.

VIOLATION PROCEDURE

In addition to ensure compliance with the parking rules, the violation fines listed in "P" will apply to the Management Committee and Association/Property Manager in the enforcement of the parking rules at the Cottonwood at Vine. Before towing any vehicle for any reason other than emergency.

You may appeal any complaint or service charge involving parking violations, by submitting in writing a request for a hearing to the Management Committee within five (5) days of receiving the written notice. All appeals must be delivered to the Association/ Property Manager.

V. BALCONIES/DECKS (p 8; sec. 3.3)

- A. Balconies and/or decks are **not** to be used as storage areas for boxes, bikes, non-patio furniture, etc.!
- B. Balconies and/or decks are **not** to be used to house pets or supplies such as bird cages, dog/cat houses, pens of any type, etc.!
- C. For insurance purposes, only gas barbeques are allowed on balconies and decks. Charcoal barbeques are **not** permitted according to the insurance policy!
- D. Only patio and outdoor furniture are allowed on balconies and decks

THE COTTONWOODS AT VINE CONDOMINIUMS SWIMMING POOL RULES AND REGULATIONS

The rules and regulations, which are listed below, are for the protection and benefit of all to assure sane and sanitary operation of the pool and facilities. Your cooperation in abiding by these rules will afford pleasant relaxation and recreation for all concerned. Any failure to comply with these rules shall be considered sufficient cause for any action deemed necessary by the Management Committee/Association Manager, including barring violators from the pool area. Continual failure to follow the rules will be considered a violation or infraction of the rules and regulations and may result in the action listed under "P" , Violation Fines.

1. All persons using the pool or pool area do so at their own risk and sole responsibility. The Cottonwoods at Vine Homeowners Association, Management Committee/Association Manager do not assume any responsibility for any accidents or injury in connection with such use.
2. The residents and their guests or any other persons agree with the Cottonwoods at Vine Homeowners Association, Management Committee/Association Manager, for and consideration of the pool as an added facility, to make no claim against The Cottonwoods at Vine Homeowners Association , Management Committee/Association Manager, for any loss of life, limb or property.
3. Greaseless type suntan oil must be used, instead of oil type.
4. Residents will be admitted free of charge. Each unit will be allowed two (2) guests at any time if in the opinion of the Management Committee/Association Manager there is sufficient room in the pool area. Tenant host must be present when guests are swimming. All children under 14 years of age must be accompanied by an adult of at least 18 years of age at all times while in the pool area!
5. Depending on weather conditions, to be determined by the Management Committee/Association Manager, the pool will be open from 9:00 a.m. to 10:00 p.m. In addition, the pool may be closed at any time due to either breakdown of facilities or any other operational difficulty and/or at the discretion of the Management Committee /Association Manager.
6. No guests are permitted in the pool, or pool area on Saturdays after 1:00 a.m. or anytime on Sundays or holidays, without written permission of the Management Committee/Association Manager.
7. Diapered babies/children are required to wear plastic pants over diapers upon entering the pool.
8. Residents will be responsible for all actions of themselves and their guests. The cost of any property damage will be charged to the resident.
9. The Management Committee/Association Manager will not be responsible for loss or damage to any personal property of any kind.
10. No wheeled apparatus are permitted in the pool area at any time, with the exception of infant strollers and wheelchairs.
11. Running, wrestling, ball playing or causing undue disturbance in and around the pool area will not be permitted.
12. Pets will not be permitted within the pool area.
13. Admission shall be refused to anyone with skin abrasions, colds, coughs, inflamed eye infections or wearing bandages.
14. Spitting or blowing of nose in the pool area is prohibited.
15. Food is **not** allowed in the pool area! Beverages **must** be in a **non-breakable** container! **No glass** allowed in the pool area! Consumption of alcohol is **not** permitted in pool area!
16. No abusive language will be tolerated.

17. Dressing must be done in condominiums or restrooms in the clubhouse. Footwear must be worn to and from the condominiums and pool area. Pool users must shower before entering the pool.
18. Swimsuits and only swimsuits **must** be worn in the swimming pool **at all times!**
19. All trash, cigarette butts, matches, etc. must be put in a container placed in the pool area. Please help keep your pool clean.
20. The pool area gate must be closed and locked at all times.
21. The Lifesaver Ring located in the pool is for emergency purposes only. Please do not use it for a flotation toy.
22. If you happen to be the last person in the pool area, please ensure that the table umbrella is closed.
23. All persons use the facility at his/her own risk, and in conformance with all rules and regulations. Any person may be barred from the pool or pool area at the discretion of the Management Committee/Association Manager for the violation of rules and regulations or for any other reason which his/her judgment constitutes a hazard to others, or to the management.

The above rules and regulations may be revised, or additional rules added at any time by the Cottonwoods at Vine Homeowners Association, Management Committee/Association Manager.