

THE GABLES CONDOMINIUMS

GENERAL RULES

MARCH 2005

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 in the Gables, "common areas and facilities" are shared by the residents and, because of this sharing, community rules are not only worthwhile, they are a necessity.

These rules have been established under the authority of the Gables Covenants, Conditions and Restrictions and By-laws 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 that spirit.

A. UNIT OWNERS RESPONSIBILITIES

1. NOISE

Excessive noise can be more disturbing to peoples than almost anything else. Residents are requested to please locate sound equipment on the outside, rather than common walls, and to please use "good judgement" when playing radios, tapes, videos, DVD's, running cars, entertaining both outside and inside the home.

2. DAMAGE

Because it would be unfair for all residents to pay for the damage of any common area or facility made by someone else, each homeowner is personally responsible for any damage made by him/her or his/her family, tenants, quests or pets.

3. STORAGE ITEMS AND LAWN FURNITURE

The greens, walkways in front of the units, the entranceways to the units, and all common areas shall not be obstructed or used for any other purposes than ingress to and egress from the units. They are not play areas for children. No bicycles, scooters, big wheels, baby carriages or similar vehicles or toys or other personal articles shall be allowed to stand in any of the common areas. Please do not hang articles from the exterior of your unit or over the rails. Management assumes no liability for loss or damage to articles stored in carports.

4. SAFETY

No Owner or any member of the family or guest of any owner shall be allowed upon the roofs or the units, covered walkways, carport/garages or clubhouse or any of the walls or fences.

5. TRASH

Everyone likes to live in a clean environment. All residents are requested to please be careful to pick up after they use any common areas in the community. In addition, please do not sweep or throw anything out from inside the house or porches. Trash cans should be brought back into the garage or carport within 12 hours of trash pick-up.

6. SPECIAL PLANTING

The upkeep and appearance of the landscaping at the Gables is a major expense and therefore, if you wish to plant any flowers, trees or shrubs or special plants around your unit, you must first obtain permission from the management committee. Remember, a condominium project is usually most attractive if uniformly landscaped.

7. VISIBLE ADDITIONS TO THE HOME

Part of the financial appreciation of 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 homes. This includes shades, reflective window coatings, "For Sale" signs, awnings, window guards, arials, name plated, special painting, etc. In short, residents are requested not to alter the appearance of any home or surrounding area. If you ever decide to resell you home, you will appreciate this rule. Any exception to this rule must be approved in writing by the management committee.

8. PLUMBING

Because the homes are sharing common plumbing lines, caution should be exercised in, and liability accepted, for items flushed down the drains. Each homeowner is personally liable for any damage done by water from broken pipes that freeze and bursty due to inadequate heat inside any unit, whether occupied or vacant. Unit owners are responsible for maintaining adequate heat in vacant units during winter months. All water hoses must be disconnected in the fall and throughout the winter to prevent waterpipes from freezing and braking. Any person violating this rule will be liable for any damages.

9. FIRE SAFETY

No owner shall use or permit to be brought into the units any flammable oils or fluids such as gasoline, kerosene, naphtha or benzine, or other explosives or articles deemed

extra hazardous to life, limb or property. No unit owner or tenant shall permit anything to be done or kept in his unit or on the common elements which will result in the cancellation of insurance on the buildings or contents thereof or which would be in violation of any public law, ordinance or regulation.

10. EASEMENT

The agents of management, and any contractor or workman authorized by management, may enter any unit, patio or carport/garage at any reasonable hour of the day for the purpose permitted under the terms of the DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS, BY-LAWS OR MANAGEMENT AGREEMENT. Except in case of emergency, entry will be made by prearrangement with the owner.

11. COMMUNITY RULES

All complaints of any rules infractions must be made in writing to the management committee or property manager. Any consent or approval given under these rules by the management shall be revocable at any time. These rules may be added to or repealed at any time by the management committee.

B. RIGHT TO USE COMMON AREAS AND AMENITIES

The management committee reserves the right to restrict the use of the common areas and amenities to only those unit owners, (their tenants and invited guests), who are current in payment fo condo fees, and are in compliance with the by-laws and rules established for the management of the Gables.

C. PET RULES & POLICIES

1. PET RESTRICTIONS

No animals, livestock, or poultry (hereinafter collectively called "pets") of any kind shall be raised, bred, or kept on common elements or in any unit, except that small orderly dogs, cats or other common domestic or household pets, not to exceed one per unit, may be kept in the residences subject to these Rules and Regulations provided that no such pets shall be kept, bred or maintained for commercial purposes. The management shall have the absolute right and power to prohibit or condition any particular pet from being kept on the project should the management feel in its sole discretion that the keeping of that pet violates the letter or intent of the Declaration or any of these Rules or Regulations.

2. NUISANCE

A pet otherwise permitted under these Rules and Regulations may be maintained in the project so long as it is not a nuisance to the Community. Actions which will constitute a

nuisance include but are not limited to any annoying or unreasonable howling, crying, barking, scratching, screeching or other unhygienic or offensive practice.

3. DANGEROUS PETS

No pet may be kept that poses, threatens to pose, or in the reasonable judgment of the management committee may pose or create any unreasonable risk of harm to the community, or create a nuisance, or any pet which is dangerous or known to have dangerous propensities. The management committee has determined that the following pets are dangerous or a nuisance:

- (a) Doberman Pinchers;
- (b) Pit Bulls;
- (c) Any Snake;
- (d) Any dog weighing in excess of 50 lbs.

4. REGISTRATION

All pets must be registered with the Association. A pet will be deemed registered once the "Pet Registration Form" has been filled out, signed and a picture of the pet has been provided to management. All pets must be registered and inoculated as required by law.

5. DAMAGES/INSURANCE

Pet owners are strictly liable, fully responsible for all personal injuries and/or property damage caused by their pets and should purchase appropriate liability insurance.

6. LEASHES

All pets must be leashed; leashes may not exceed six feet in length. Pets running loose shall be immediately turned over to the Salt Lake County Pound.

7. DROPPINGS

Owners of pets walked upon the common elements must promptly clean up their pet's droppings in all areas.

8. ASSESSMENTS

If a pet, animal, bird, reptile, or insect is raised, bred, or kept in any unit or common area in violation of these rules as set forth, the unit owner shall be charged as follows:

- (a) First Violation: A warning letter will be mailed to the owner of the unit.
- (b) Second Violation: A \$50 fine will be assessed to the owner's HOA account.

- (c) Third Violation: A \$100 fine will be assessed to the owner's HOA account.
- (d) Fourth Violation: A \$200 fine will be assessed to the owner's HOA account.
- (e) Fifth Violation: Legal action will be initiated to permanently remove the pet from the project.

9. ENFORCEMENT

Should the management committee be required to take legal action against any person violating any of these rules, it should be entitled to recover all attorney's fees and costs associated with such action.

10. GRANDFATHERING

After the date that this document is recorded, one (1) new pet per unit will be allowed on the Gables property. All pets on the property before the date recorded will remain until they are deceased.

D. PARKING POLICY

Because of the limited space available to some residents, your cooperation in using your carport or garage for motor vehicle parking will be necessary to insure parking in the common parking lots:

1. Use of the common areas for repair and/or service work is strictly prohibited.
2. No motor vehicle, including motorcycles, motorbikes, go-carts, etc., will be operated, driven or parked on the sidewalks or any other common area not designed for such use.
3. The Gables is not a trailer park or campground, and no R.V., motor vehicle or camper shall be parked in the common area.
4. All vehicles, of any kind, parked in the common area must have current license plated and be in operating condition. Vehicles parked in violation of such regulation will be towed away at the owner's expense after receiving one written notice of the parking violation.
5. All streets have been designated as fire lanes. ABSOLUTELY NO STREET PARKING AT ANY TIME.
6. The following procedure and guidelines will apply to the management committee and property manager in the enforcement of the parking rules of the Gables Condominiums:

- (a) First Violation: Written warning to the homeowner and/or vehicle to be tagged with a "Warning" sticker.
- (b) Second Violation: A \$50 fine will be assessed to the owner's HOA account.
- (c) Third Violation: A \$100 fine will be assessed to the owner's HOA account.
- (d) Fourth and all Subsequent Violations: A \$200 fine will be assessed to the owner's HOA account.

You may appeal any complaint or service charge involving parking violations, by submitting in writing a request for a hearing to the property manager within thirty (30) days of receiving a complaint or written notice.

The management committee reserves the right to tow any homeowner's vehicle, at the owners expense, that is found parking in short-term visitor parking or on the side of the street at any time after the first violation and proper notice has been given as per subparagraph (a).

Visitor parking is for short-term visitor parking only. All visitors parking anywhere (including driveways, carports, garages, visitor parking, etc.) on the property for more than seven(7) consecutive nights will be deemed a resident and will not be allowed to park in visitor parking. A visitor who has been deemed a resident may be reinstated as a visitor under the following conditions:

- (a) Has not parked anywhere on the property for seven (7) consecutive nights.
- (b) The owner of the corresponding unit has requested in writing the individual be reinstated as a visitor.

The management committee may grant homeowners and their visitors hardship status if a written request has been promptly provided.

E SWIMMING POOL AND CLUBHOUSE RULES

1. HOURS

Pool hours will be: 8:00 AM until 10:00 PM

2. ACCESS

Owners will be provided with keys to the facilities and are expected to keep them locked at all times to protect small children and prevent uninvited guests. In the event an owner

has a duplicate key made and makes it available to guests for their use, said owner, when identified to the Homeowners Association, will be responsible/liable for the cost of changing all locks and issuance of new keys.

3. GUESTS

Except by prior arrangement with the management committee, the number of guests of any owner at one time will not exceed four (4).

4. RESERVATIONS

The clubhouse and pool may be reserved by homeowners. There will be \$25 charge and a \$75 cleaning deposit required to reserve the clubhouse. If a homeowner wants to reserve the pool, another charge of \$25 and a deposit of \$75 will be required. The pool can only be reserved for a maximum of two (2) hours and the homeowner must post signs reserving the pool at least 24 hours before indicating the times the pool will be reserved.

Any homeowner who is not current on their HOA fees will not be allowed to reserve the clubhouse nor the pool. Contact the property manager to make reservations.

5. FOOD AND BEVERAGES

Food and drink will be permitted only in the finished cement areas around the pool and no closer than five (5) feet from the water. Absolutely no food or drink will be allowed in the pool and no breakable glassware in the pool area.

6. NO LIFEGUARD ON DUTY

It is important to realize that the swimming pool does not have lifeguards on duty. **Swim at your own risk.**

7. CHILDREN

For safety reasons, swimmers under 14 years of age must be accompanied by an adult resident at all times. Please remember, there is no lifeguard on duty. No children in diapers will be allowed in the pool. Unaccompanied children will be asked to leave the pool area.

8. ATTIRE

Swimming pool filtering systems are complex and expensive to maintain and repair. Cut-offs tend to unravel and clog the filter systems, so only appropriate swimming attire will be allowed.

9. CONDUCT

Everyone likes to have a good time, but please, DO NOT run or roughhouse in the pool area; DO NOT spout or spit water.

10. SAFETY EQUIPMENT

The pool is equipped with a life ring and a safety "hook". These are important pieces of safety equipment and should never be used except in an emergency.

11. GLASS

No breakables of any kind will be permitted in the pool areas.

F LATE FEES AND PAST DUE ACCOUNTS

1. A \$10.00 late charge will be assessed each month your condo fees are not paid by the 10th of each month.
2. The following will be the collection policy of the Homeowners Association:
 - (a) 30 days past due; a statement will be mailed advising that payment has not been received.
 - (b) 60 days past due; a letter from the property manager along with another statement advising that you have thirty days to bring your account current or a lien will be recorded against your property.
 - (c) 90 days past due; a lien will be recorded, a lien preparation and recording fee of \$62 will be assessed to your account and the lien will be turned over to an attorney. The attorney will notify you in writing of your debt.
 - (d) Once the collection has been turned over to the attorney, you will be subject to attorney fees and costs. The attorney then will began foreclosure on the lien recorded against your property.

G. SIGNS

The management committee will allow for an outside sign to only be placed right in front of the unit. The sign cannot be any bigger than 3'x2' and cannot stand any higher than 4'. There are to be no signs placed at the entrance to the property at any time.

H. RENTALS

Homeowners who rent out their units need to abide by the follow:

1. Homeowners must provide a copy of their lease to the management committee no later than 72 hours prior to a tenant moving in.
2. Homeowners must have the "New Tenant Form" filled out and signed by both the owner and their tenant prior to a tenant moving in.
3. Homeowners may not rent their unit during their first 12 months of ownership.
4. Homeowners who rent their units will be required to pay a \$50 monthly rental handling fee.

I. FINES AND PENALTIES

The management committee establishes the following procedure for fining homeowners who are found to be in violation of the Revised and Restated Declaration of Condominium fo the Gables Condominium Project, the Bylaws, and/or the Rules & Regulations, except for where fines are specifically established.

1. First Violation: A warning letter will be mailed to the owner of the unit.
2. Second Violation: A \$50 fine will be assessed to the owner's HOA account.
3. Third Violation: A \$100 fine will be assessed to the owner's HOA account.
4. Fourth Violation: A \$200 fine will be assessed to the owner's HOA account.
5. All Subsequent Violations: A \$200 fine and/or Legal action.