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## STONE HOLLOW CONDOMINIUM ASSOCIATION DECLARATION OF CONDOMINIUM ARTICLE VI - RESTRICTIONS ON USE

Exhibit "D" – Bylaws of Stone Hollow Condominium Owners Association
Addendum 2019

The Stone Hollow Declaration of Condominium, as recorded in the Salt Lake County Recorder's Office, delineates the rights and responsibilities of each homeowner. It consists of:

Exhibit A – Units, Undivided Ownership Interest, and Votes.

Exhibit B – Record of Survey Map for Stone Hollow Condominium, a Condominium Project.

Exhibit C - Articles of Incorporation of Stone Hollow Condominium Owners Association

Exhibit D - Bylaws of Stone Hollow Condominium Owners Association

Each unit owner should have received the Declaration of Condominium with the above Exhibits either from your realtor or Trust Document. A copy can be obtained from the Recorder's Office. The Association is not responsible for providing these documents.

#### **ASSOCIATION EXPENSES**

Expenses associated with the maintenance of the common areas are Association expenses. As owners, we are all members of the Stone Hollow Condominium Owners Association. The Association's funds are the annual assessments collected from each owner. Should there be damage through a homeowner's negligence or activity, those costs will be assessed against the individual owner. Owners vote approval of the budget each year provided their monthly fees are current, all fines paid, and proof of ownership has been submitted to the Association.

#### SINGLE FAMILY DWELLING

Each Unit shall be used as a single family residence only. No owner will have the option to lease, rent, or sublet unit, or any portion of the unit premises. Those units presently being rented will continue until such unit is sold.

#### STONE HOLLOW CONDOMINIUM RULES AND REGULATIONS

CONDOMINIUM FEES: Condominium Fees are due on or before the first day of each month and to be placed in the condominium mailbox. Mailed checks are addressed to Stone Hollow Condominium Association, 5180 S. 3710 W., Taylorsville, UT 84129. Payments received after the 10<sup>th</sup> day of the month will be assessed a \$50 late fee. A \$3 per day fine will also be assessed retroactive to the first day of the month it was due up to the date received. A \$50 fine will be assessed for returned checks. The homeowner will be responsible for any collection costs and attorney fees.

**<u>DOCUMENTATION:</u>** All owners must provide 1) proof of ownership for voting rights (the first page of your Warranty Deed); 2) written request to keep a pet; 3) RV parking registration.

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Failure to provide any of the three items within 30 days of closing on your unit or Trust Transfer will result in a \$50 fine.

<u>MAIL DELIVERY:</u> Homeowner is responsible for obtaining mail box assignment and keys from the Kearns Post Office. The Post Office will change lock and provide 3 keys at no charge for new owners.

<u>WINTER PRECAUTIONS:</u> Homeowners are responsible for all winterization including removal of garden hoses from the outside faucets, draining and shutting off backyard sprinkler systems at the valves, and upkeep and maintenance of roof top swamp coolers. Any damage to the roof or structure is the homeowner's responsibility.

**GARBAGE/RECYCLING:** Pickup day is every Monday for garbage and every other Monday for recycling. Place bin on curb before 7:00 a.m. and removed from curb and driveway area the same day of pickup and place in garage or behind fence. Non-compliance will result in a \$25 fine per incident after the first verbal or written warning. (Exception: Townhouse units 3641 and 3645)

**INSURANCE:** Homeowners are responsible for obtaining Condominium insurance (HO-6) on the interior of their unit with a minimum coverage of \$25,000 for dwelling and \$300,000 liability. The Association's master policy coverage is through Traveler's Insurance Co. Should your lender want evidence of this coverage, they will need to contact our agent, SentryWest, at 801-272-8468. Nothing shall be done or kept in any Unit, the Common Areas, or Limited Common Areas which could increase the rate of insurance or cause the cancellation of insurance on the Project. There is no earthquake coverage on the project.

**PAVILION:** Homeowners and their guests may use the pavilion up to 10:00 pm. All guests must be accompanied by the homeowner. Garbage must be removed and tables and benches left clean. If you are expecting a large group, homeowner needs to notify the Board and make a \$25 deposit to reserve the pavilion. The deposit will be returned if the pavilion is left clean. Homeowner is liable for any damage caused during use of the pavilion.

<u>PETS:</u> Pets must be on a leash or carried in the common areas at all times. Owner is responsible for cleaning up after pets. Noncompliance will result in a \$50 fine per occurrence assessed to the unit owner of pet. Complaints of excessive barking will be given written notification and warning. Further complaints will result in a \$50 fine to unit owner. The Association is not responsible to call Animal Control. There is a limit of two (2) domestic pets (cats or dogs) per unit and size restriction of thirty (30) pounds.

<u>CHANGES/ADDITIONS TO THE INDIVIDUAL STRUCTURE OF A UNIT OR LIMITED</u>
<u>COMMON AREA</u>: Nothing shall be done to any unit to impair the structural integrity of the unit.
This includes, but not limited to, utility sheds, patio covers, electrical, plumbing, or remodeling.
Unit owner will be assessed and fined at the Board's discretion for damages. Any installations in the Limited Common Area must be approved by the Board. This includes, but not limited to: sheds, patio covers, awnings, cement, etc.

<u>APPEARANCE AND DISPLAYS:</u> All Common Area's and Limited Common Area's must be kept clear of rubbish, debris and other unsightly materials and waste. Advertising signs are not permitted to be hung or exposed on any Common Area including porches, lawns, etc. One "For Sale" sign is permitted on inside window.

<u>FENCES</u>: Screws, nails or other invasive attachments may not be used on the white vinyl fences. There will be a \$50 fine and cost of repairs assessed to the homeowner.

NO BUSINESS, INDUSTRY, TRADE, OCCUPATION OR PROFESSION OF ANY KIND, COMMERCIAL, EDUCATIONAL OR OTHERWISE DESIGNED FOR PROFIT shall be conducted, maintained or permitted on any part of the condominium project which would increase traffic.

**VEHICLES AND PARKING:** Vehicles must be licensed and in running order at all times to be parked in condominium parking areas. Non-running vehicles will be subject to being towed at owner's expense. Unit owner is responsible for parking by their guests. No parked vehicle may impede or prevent ready access to another unit owner's driveway or fire lane. No vehicle shall be parked along the Common area roadway for more than four (4) hours within a 24 hour period. If a vehicle is parked in violation of this provision and the owner does not remove the vehicle upon written notice by the Board, the vehicle will be towed at the expense of the owner.

**RV PARKING:** Registered trailers, boats, and motor homes must be parked in the RV parking lot. The exception to this parking restriction is only for loading or unloading purposes. Assignment of RV parking spaces is by the Board. RV parking is for one space per unit. Any conveyance requiring registration will be notified if registration exceeds 30 days of expiration date. After the 30 day notification, it will be towed to an impoundment lot at the owner's expense.

<u>PARKING AREAS</u> shall be used only for parking of wheeled conveyances. No repair, lubrication or other maintenance of any kind shall take place in the parking areas or driveways. Parking areas are for licensed vehicles in running order.

**NO PARKING AREAS:** Vehicles shall not be driven or parked on grassed areas, or be parked that they overhang or encroach over walkways or grass areas, which would obstruct mowers, sprinkler coverage, or cause potential broken sprinklers. There is no parking in front of driveways, entries, turning areas, and south side of 5180 South to the corner west of the cluster mailboxes.

<u>PARKING DURING SNOW TIMES</u> is prohibited on the street at any time (except in designated parking areas) when snowfall is expected. Vehicle will be towed to an impoundment lot. No notification required.

**SPEED LIMIT:** 15 MPH in all areas.

**<u>VEHICLE NOISE:</u>** All vehicles must be fully muffled and operated quietly, including motorcycles or any other wheeled vehicle.

**ROOFS:** \$600 fine plus cost of repairs assessed to unit owner for any **further** roof penetration, including, but not limited to, swamp cooler installation, satellite dishes, solar panels, or holiday displays.

**BLUE STAKES:** \$200 fine if you do not call Blue Stakes prior to digging in your Limited Common Area. The cost of repair to cut cables, such as telephone, cable TV, and sprinkler electrical lines, will be assessed to the unit owner.

**REQUESTS/ COMPLAINTS:** All requests or complaints must be submitted in writing using the Association's Formal Request or Complaint form. Forms are to be deposited in the condominium mailbox. No requests or complaints will be accepted electronically or verbally.

### \$50 FINES PER OCCURENCE FOR WASTEFUL OR DESTRUCTIVE ACTIVITY AS FOLLOWS:

- Over watering. Watering time in the Limited Common Area is limited to 10 to 15 minutes every other day. No watering is allowed between 9:00 am and 5:00 pm.
- Climbing/walking or other destructive activity on the roof or fence of a unit.
- Unauthorized removal, alteration or destruction of the grass, shrubbery, trees, or foliage in the Common Areas.
- Willful or accidental destruction of any of the Common Area or Limited Common Areas and facilities will result in the cost of repairs and fine assessed to unit owner.
- Failure to maintain Limited Common Areas (i.e. backyards) to the same standards as the Common Areas. This includes, but not limited to: maintenance, pruning, trimming, shaping shrubbery, weeding, and mowing grass. Failure to do so will result in the fine plus assessed the charge for the maintenance company to bring the Limited Common Area up to the Common Area standards.

#### STONE HOLLOW CONDOMINIUM PROJECT

PHASES I thru VI - ALL UNITS

Parcel Number: 21-08-338-001-0000

Property location: 3696 W 5215 S

Federal Tax ID: 87-0406919

IN WITNESS WHEREOF, the undersigned, constituting all of the Trustees of Stone Hollow	
Condominium Owners Association, have executed this Addendum of the Bylaws on the	_ day
of July, 2019.	
Margaret Layer, President	
March Docese	
Ron Johnson, Vice President	
A company of the second of the	
NOT PRESENT Shannon Gray, Secretary	
Snamfor Gray, Secretary	
Greg Lambert, Trustee	
Greg Laphoett, Trustee	
Steve Camden, Member at-large	
ACKNOWLEGEMENTS	
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STATE OF UTAH )	
: ss.	
COUNTY OF SALT LAKE)	
On the 17 day of July, 2019, personally appeared before me MARGARET LAUER, RON JOHNSON, SHANNON GRAY, GREG LAMBERT, and STEVE CAMDEN, the signers of the within and forgoing Addendum of the Bylaws of Stone Hollow Condominium Owners Association, each of whom duly acknowledged to me that they executed the same.	
Epalloouff.  Notary Public  Residing at: <u>Taglorsville</u> , UT	
My Commission Expires:	
EVA HOLBROOK	
Notary Public • State of Utah Commission # 693256 My Commission Expires December 31, 2020	