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**RULES & REGULATIONS
OF
THE COUNTRY CLUB VIEW CONDOMINIUMS**

a Utah Condominium Project

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RULES AND REGULATIONS

1. Contact Information. The following are names, phone numbers, and email addresses for the HOA's Management Committee and its Property Manager:

Desert Edge Property Management:

- Justin McDermaid – Primary Contact
 - justin@desertedgepm.com
 - 801-265-9004
- Michael Smith – Owner, Secondary Contact
 - msmith@desertedgepm.com
 - 801-265-9004

CCVC Management Committee:

- board@countryclubviewcondos.com - goes to all Management Committee Members
- 2011 South 2100 East, #0, Salt Lake City, UT 84108

Individual Management Committee Members:

- Ken Andrews, President – president@countryclubviewcondos.com
- Barbara Ferrara, Vice President – vp@countryclubviewcondos.com
- Steven Maese, Treasurer – treasurer@countryclubviewcondos.com
- Spencer Alston, Secretary – secretary@countryclubviewcondos.com
- Jess Morrison – jess@countryclubviewcondos.com

2. Introduction and Objectives. The Management Committee ("Management Committee" or "Board") for The Country Club View Condominium Association ("Association" or "CCVC") hereby adopts the following Rules and Regulations ("Rules") as authorized by the Amended and Restated Declaration ("Declaration" or "CC&Rs") – including Sections 10(J), 24, and 25 – for the benefit of the Association, the Owners, and all Residents.

The major objectives of the Rules are to:

- Supplement the Declaration by providing detailed governing instructions regarding the operation of the Association;
- Achieve a high degree of consistency and fairness regarding the administration of Association affairs;

- Protect all residents and help ensure the quiet use and enjoyment of their property;
- Enhance property values at the CCVC;
- Promote openness on the part of the Management Committee by documenting those processes and the administrative procedures related to Association business.

Nothing in these Rules is intended to override the Declaration and any inconsistency is resolved by adhering to the language of the Declaration.

Unless given a different meaning herein, capitalized terms have the same meaning and effect as used in the Declaration. As used herein, "Common Areas" means "Common Areas and Facilities" as defined in the Declaration; and "Limited Common Areas" means "Limited Common Areas and Facilities" all as defined in the Declaration. As used herein, "Resident" means Unit Owners and any renter, tenant, lessee, occupant, invitee, guest, family member of any such person, or similarly associated person.

3. Revision History.

- Effective Date: June 1, 2018 (original); Sent to Owners: May 22, 2018.

4. General Rules and Regulations.

a. Unit Owners are responsible for the conduct of and the violations by any Resident (including but not limited to themselves or any renter, tenant, lessee, occupant, invitee, guest, or family member of any such person, or similarly associated person) who violates any portion of the Declaration, Bylaws, or the Rules, including but not limited to, paying all fines or costs imposed by the Association as a result of the Resident's actions or behavior. All Residents are jointly and severally liable for violations and resulting fines or costs. All Residents are required to abide by the Rules as established by Section 25 and other sections of the Declaration.

b. Any person within the complex, who is not a Resident, bona fide guest of a resident, or in the process of proper business, is a trespasser and is subject to prosecution under criminal law.

c. No shopping carts or similar items may be left in the hallways. No garbage or recycling may be left in the hallways. No unsightly items may be left in the hallways.

d. The Gym located on the Ground Floor is available for Resident use between 7:00 AM and 9:00 PM only.

e. Without prior written approval of the Management Committee, no Unit Owner or its agent may post signs in common areas.

5. Nuisances, Noise, Smoking

- a. All residents have the right to the quiet use and enjoyment of their unit.

b. Loud or unusual noises during either day or night are prohibited. Sounds emanating from a unit must be in a manner such as not to disturb other residents.

c. Noise must be kept to a minimum between the hours of 10:00 PM and 8:00 AM. If noise within a unit can be heard from outside of that unit, generally it is too loud.

d. Noise heard between units by residents should be handled between the residents involved first. Persistent noise problems not solved in this manner may be brought before the Management Committee for appropriate action.

e. The Property is a smoke and drug free community. Smoking is prohibited everywhere throughout the Property, including, without limitation, inside individual Units, and indoor and outdoor Common Areas and Limited Common Areas. No Owner may smoke or permit smoking by any Resident. Smoking is defined as including carrying, burning or otherwise handling or controlling any lighted or smoldering product containing tobacco or other like substance, including, but not limited to, cigarettes, cigars or pipes, hookahs and electronic vaping devices. Smoking of any kind is deemed a nuisance. The use, manufacture, and/or selling of illegal drugs is also prohibited throughout the Property. Any fine issued under this section will be doubled up to \$500.

f. No noxious or offensive activity, as determined by the Management Committee, may be carried on within the Property, nor may anything be done which may be or become an annoyance to the community or other residents.

g. Non-noise violations, including intimidation or threatening behavior and/or actions is prohibited. Any fine issued under this section will be doubled up to \$500.

6. Unit Rentals

a. No Unit Owner may lease the Owner's Unit without complying with these Rules and the Declaration. Sections 28 and 29 of the Declaration include the list of rules and regulations governing unit rentals.

b. No unit may be leased for less than six (6) months.

c. Unit Owner is required to furnish the Management Committee with information on any lease arrangement. Unit Owners must provide the Management Committee a completed Tenant Registration Form (included in these Rules) before the tenant occupies the unit. The following information must be provided to the Management Committee:

(i) Copy of any lease and lease amendment;

(ii) The names of any lessee(s);

(iii) Telephone number and email address of the lessee(s); and

(iv) The lessee(s) car details, if any.

d. Any lease must be in writing and must provide that the terms of such lease are subject in all respects to the provisions of these Rules and the Declaration. Any failure by the lessee(s) to comply with the terms of these Rules and the Declaration is a default under the lease.

e. Violations of this section of the Rules and/or Sections 28 and 29 of the Declaration by any Resident are considered continuous violations (a violation that persists until corrective action is taken) with the following fine schedule:

- (i) Warning Letter and opportunity to cure within 15 calendar days;
- (ii) If not cured within 15 calendar days a fine of \$150 may be levied;
- (iii) If not cured within 15 days of the levying of the \$150 fine, an additional \$350 fine may be levied;
- (iv) If not cured within 15 days of the levying of the \$350 fine, an additional \$250 fine may be levied;
- (v) The \$250 fine may continue to be levied every 15 days thereafter until the violation is cured.

f. Unit Owners are responsible for seeing that all Residents have a copy of and abide by the Association's Declaration and these Rules, as well as Salt Lake City Ordinances. Owners are responsible for the behavior, actions, and violations of all Residents; Owners and Residents are jointly and severally liable for any fines levied by the Association for the tenants' violations of the Association's Governing Documents.

7. Pets

a. All pet owners must complete a Pet Registration Form (included in these Rules). Completion of this form qualifies a pet approval by the Management Committee, as established by the Declaration. Without completion of the Pet Registration Form, no animals or pets of any kind are to be raised, bred or kept in any Unit or in the Common Areas or Limited Common Areas.

b. Only animals commonly kept as household pets, may be kept on the Property.

c. If the pet becomes a nuisance to other Unit Owners, the pet owner must remove the pet from the Building upon written notice by the Management Committee or its representative. "Nuisance", as used in this Section on Pets, includes, without limitation, personal injury or property damage, extreme and excessive barking or barking that is offensive to adjoining Units that is not stopped, an animal that exhibits aggressive or vicious behavior, or animals that are conspicuously unclean or parasite infested. In addition to the levying of fines for any pet or animal violation, the Management Committee may require the permanent removal of any animal from the Property that the Management Committee determines, in its sole discretion, is a nuisance, a danger to the health or safety of any Resident, interferes with the quiet use and enjoyment of other Residents, or violates any of the foregoing Rules concerning Pets.

d. Owners are solely responsible (including financially for any damages or injury) for the behavior and actions of their pets and their Resident's pets and must ensure that any pet does not create any nuisance to the Association or any Resident.

e. No animal may be maintained for any commercial purpose, nor used for breeding within the building.

f. Outside of a Unit and while on Common Areas, dogs must be leashed, or Owner's maybe assessed a \$5 fine per occurrence after a written warning.

g. Pet owners are required to collect their pet's waste and dispose of it in a sanitary manner. Pet waste on the Property is a nuisance and a health problem and is intolerable. Leaving or dumping pet waste outdoors is prohibited. All pet waste must be placed in the Association's garbage dumpster in secure plastic bags.

h. Owners of pets must comply with all local governmental laws, ordinances, rules, and regulations regarding pets and animals, including, without limitation, licensing requirements.

i. Exterior structures for the care, housing or confinement of pets are prohibited.

8. Parking and Parking Stalls

a. All Residents are required to drive carefully and at appropriate speeds in the back parking lot and in the underground parking level. Any vehicle's speed should at no time exceed 5 miles per hour in the underground parking level.

b. Guests of Residents may park in the back parking lot. No vehicle may be parked in a manner such as to block thoroughfares or the ingress or egress of Residents. Vehicles that routinely park in the parking lot and do not belong to Residents are subject to towing at the owner's expense. Violator's cars will be subject to immediate towing at owner's expense and all cost incurred in the removal of such vehicle, including but not limited to towing, storage, and attorney's fees, are that of the owner of the vehicle. Reasonable loading and unloading is permitted.

c. No mobile home, camper, or recreational vehicle, boat, trailer, or similar equipment may be parked anywhere within the Property for more than 48 hours. This is a fineable offense, as per the fine schedule within this document.

d. All vehicles in non-operative condition, unlicensed, in an extreme state of disrepair, or not having current registration, are subject to immediate towing away and such other action by the Management Committee as it may deem necessary. All costs incurred in the removal of such vehicles, including, but not limited to, towing and storage expense, and attorney's fees, if applicable, will be charged to the owner of the vehicle involved.

e. Any damages to the Common Areas by use of any vehicle including hired and leased moving vans, is chargeable to the contracting party, including amounts necessary to repair, replace, or pursue legal action.

f. Except in cases of emergency, no repairs to or maintenance of any automobile or other vehicle may be performed within the Property.

g. Any oil stains or related problems will be the responsibility of the owner to clean, including the cost thereof.

h. The Association is not responsible for any vehicles parked in the Common Areas of the Property. All vehicles park at their own risk.

i. No parking space within the garages may be converted into any use other than the parking of a vehicle.

j. The following is permitted to be stored in the owners assigned parking stall: Bicycles, wrapped and bagged tires, windshield washer fluid, glass cleaner, common items relating to cars and bicycles. No flammable, toxic, dangerous, or bio-degradable materials are permitted to be stored. As a general rule, no unsightly items or items that do not generally relate to bicycles or vehicles will be permitted to be stored. All other items are subject to prior written approval by the Management Committee (included in these Rules is the Application for Written Approval).

9. Trash & Garbage

a. Each Resident is responsible for the removal of all the trash and refuse from his/her Unit to the central collection points located within the Property for trash collection and recycling.

b. All household garbage must be bagged and securely tied.

c. No heavy, sharp, liquid, or loose objects may be disposed of in the trash chute.

d. No toxic hazardous materials, batteries, or the like may be disposed of in the trash chute.

e. Larger trash/garbage bags must be placed directly in dumpsters located in the parking garage.

f. Recyclable items should be placed in the blue dumpster located in the back parking lot and must adhere to the Salt Lake City guidelines. Cardboard must be broken down and flattened. Salt Lake City *prohibits* plastic bags, accordingly permitted recyclable items cannot be placed in plastic bags. Dog waste and garbage is strictly prohibited in the recycling dumpster. Violations of the recycling guidelines are subject to a \$50 fine per occurrence after a written warning.

g. Any furniture, renovation debris, appliances, mattresses, or vehicle parts cannot be disposed of at the trash or recycle areas. The garbage service will not remove these items. If the HOA disposes of any such items a fine \$150 will be levied against the violating Unit Owner.

10. Balcony, Patio, and Deck

a. Without the prior written approval of the Management Committee, Residents cannot cause or permit anything including a sign, political banner or sign, awning, canopy, shutter,

radio or television antenna, pots, plants, wind chimes or other decorative items to hang or be displayed on the patio and patio railings. All items on the patios and patio railings are subject to prior written approval by the Management Committee (included in these Rules is the Application for Written Approval).

b. Residents are automatically approved to maintain high-quality patio furniture and plants/planters, subject to determination by the Management Committee.

c. Bicycles must be stored inside the unit or in the parking garage and therefore cannot be stored on the patio.

d. Patios must be kept clean and tidy. Exterior plants should be maintained in a healthy condition and trimmed so as not to interfere with the view of other Units.

e. Outdoor carpeting or similar material may not be installed over the walking surfaces of balconies, patios, or decks. Removable outdoor area rugs are permitted.

f. No flowerpots or planter boxes are permitted on deck railings.

g. Residents are responsible for damage caused by soil or water that over flows from plantings to Units or Common Areas below.

h. Pets may not be left on balconies, decks, or patios except for brief periods when accompanied by a Resident.

i. An Owner cannot, without the approval of the Management Committee, paint, alter, remodel, or structurally repair in any manner the balcony, deck, patio, patio railing, terrace, or storage areas included in the portion of the Limited Common Areas assigned to the Owner's Unit. Balconies, decks, or patios cannot be used for storage (including without limitation, boxes, bicycles, or sports equipment) or for any purpose or activity inconsistent with life safety or security systems. In addition to the foregoing, the following restrictions must be complied with:

(i) Due to safety concerns, absolutely no items may be placed on balcony, deck, or patio railings.

(ii) Balcony furniture of sufficient weight and quality to be unaffected by wind is permitted; however, no umbrellas of any height are allowed.

(iii) Shelves, hooks, or window boxes may not be attached to any exterior wall or any railing of a balcony or deck.

(iv) No Owner may place or build any playhouse, shed, fence, or other structure on the balcony, deck, or patio.

(v) A satellite dish, not exceeding 24 inches in diameter, may be installed on the patio or deck of an Owner's Unit totally within the area of the originally constructed deck or patio, below the top rail of any originally installed top railing. It must have a non-light-reflective finish.

11. Move-In/Move-Out Procedures

- a. Unit Owners and other Residents are jointly and severally liable for all damage done to the Common Areas or another Unit during any move.
- b. The HOA charges a \$100 "Move in Fee" to pay costs associated with the move in.
- c. At the end of the move, or after each day if the move takes longer than 1 day, the hallways and elevator must be cleared of all debris. Packing materials, containers and trash must not be disposed via the garbage chutes. Packing materials and containers should be flattened and along with any trash placed in the appropriate dumpster.

12. Architectural Guidelines

- a. *Authority.* As established in Section 5(b) of the Declaration, no exterior changes or interior structural changes may be commenced without the prior written approval of the Management Committee (e.g., the removal of any wall). The Management Committee is responsible for overseeing the maintenance of the Building under Section 22 of the Declaration. To carry out these responsibilities, the Management Committee has developed these standards and guidelines and reserves the right to amend them as necessary.
- b. *Application for Unit Improvements.* None of the following actions may take place anywhere within the Project without the prior written approval of the Management Committee.
- c. *Construction.* Prior written approval is required for any construction, installation, or repair to any part of the building structure (including flooring, interior and exterior walls) and any Owner planning to remodel their unit, including construction or demolition of walls, changes of electrical work, plumbing requiring access or alteration inside the plumbing wall, or any other modification which may affect shared or Common Areas or elements such as dividing walls, floors, ceilings, or infrastructure construction may be required to provide the Management Committee with evidence the work is performed by a licensed and insured contractor.
- d. *Exterior.* The interior surfaces of all windows must be covered with normal and customary window coverings such as curtains, drapes, shutters, or blinds. To maintain a consistent exterior window appearance, all such coverings are subject to Management Committee approval of type and color. No plastic, sunscreen, or reflective type material may be used on the interior or exterior of the windows. The exterior side of window coverings must be of a color approved in writing by the Management Committee. No metallic foil or other similar material may be allowed on any window.
- e. *Interior of Units-Fire Sprinklers.* Fire sprinkler heads in some of the Units are recessed into the ceilings of the Units and are covered by a cap. No Owner may allow any covering, including paint, to be placed on or over the caps to the fire sprinkling systems and when painting the ceilings of the Unit all such caps must be removed before painting and replaced after painting. Furthermore, no Owner may allow any covering, including paint, to be placed on or over any fire sprinkling heads, regardless of whether such heads are recessed.

f. *Sounds.* Any replacement or modification to any floor coverings or wall or ceiling materials, or any penetration or other disturbance of any wall, floor, or ceiling if the replacement, modification, penetration or disturbance could result in any increase in the sound transmission, resonance, or reverberations from the Unit to any other Unit. (i.e., Soundproof barriers for floorings, etc.)

g. *Other Owners.* No other Owner should be affected by any alteration or modification except by the noise erected by such work. The Applicant will inform all other residents who may be affected by such noise of the nature of the work and the extent to which and when, within the permitting work periods, they may reasonably expect to be affected thereby.

h. *Weather tightness.* The Applicant assumes all responsibility for the weather tightness of any proposed installation and the waterproofing of the building structure itself as to those portions affected by the alteration work i.e., satellite cabling installation.

i. *Construction at own risk.* The Applicant takes all precautions and bears all risks with respect to damage to the building structure and its installations and equipment and the property of all other Owners and residents, including but not limited to damage caused by weather, water, steam, electrical, fire, or any other cause attributable to the work performed by or for the Applicant. The Applicant will be responsible for the full cost of repairs incurred by the Association due to any failure to comply herewith or by the performance of the alteration work.

13. Owner Emergency Contact Information. Owners must also maintain up-to-date emergency contact information records with the Association, including any local representative residing in the Association that an Owner may have. See the attached Form to provide contact information.

14. Proof of Unit Owner Insurance. As established in Section 19 and 19(a) of the Declaration, the Association's insurance policy does not cover Owner or Resident's personal property and contents of their residence, nor the personal liability of Owners or Residents. Unit Owners must maintain, at their expense, comprehensive hazard, casualty (fire) and liability insurance on their respective Units and contents and must provide a copy of the signed policy to the management committee within 30 days after he or she acquires said insurance and annually by January 30 thereafter.

15. Unit Maintenance and Maintenance Fee. As established in Section 22 of the Declaration, Unit Owners at their own expense must keep the interior of such Unit and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition. Except to the extent that the Association is protected by insurance against such injury, the Unit Owner must repair all injury or damages to the Unit or Building caused by the act, negligence, or carelessness of any Resident. The fine for required maintenance arising under this section is \$250 in addition to the cost of repairs.

16. Payment and Collection of Assessments

a. There is hereby levied a late fee against any Assessment account for any Assessment which is not paid in full within ten (10) days of the date such Assessment is due; and such late fee is *thirty-five dollars* (\$35.00) and accrues each month until the Assessment is paid in full. The Management Committee may waive fees and interest at its sole discretion.

b. The Management Committee may pursue remedies for the non-payment of assessments as established in the Declaration.

c. If any Assessment remains unpaid by an Owner for more than thirty (30) days from the due date for its payment, the Association may send a notice to the Owner indicating the amount due, including notice of the late fees and interest.

d. If any Assessment remains unpaid by the Owner for more than sixty (60) days from the due date for its payment, the Management Committee may turn it over for collection to the Association's attorney ("Attorney") who may file suit for a money judgment, unless the Management Committee, after recommendation by Attorney if applicable, determines that lien foreclosure is advisable under the circumstances. In such cases, the Attorney may file a law-suit for a money judgment, for foreclosure, or for both a money judgment and foreclosure, as permitted by applicable law.

17. Rules Enforcement Process

a. *Complaint.* Any Resident may file a written complaint with the Management Committee or the Association's Property Manager regarding a violation of the Declaration, By-laws, or Rules by another Resident. The written complaint should include (if possible): (i) the name of the alleged offending Resident; (ii) a description of the offending behavior including date(s) and time(s); and (iii) whether contact has been made with the alleged offending Resident.

b. *Investigation.* After receiving a complaint, the Management Committee or the Association's Property Manager may investigate the complaint and determine if it is valid. If the Management Committee or the Association's Property Manager witnesses a violation, they may proceed to *Violation and Notice* below.

c. *Violation and Notice.* If the Management Committee or the Association's Property Manager believes that a violation has occurred or is continuing to occur, the Management Committee or the Association's Property Manager will send a written warning (notice of the violation) to the responsible Owner/Resident. The notice will provide that the Management Committee or the Association's Property Manager may assess fines against the Owner if: (1) the violation is repeated within the next 12 months, or (2) if it is a continuing violation and is not timely cured. If the violation is a continuing violation, then the notice must give the Owner at least 48 hours to cure the violation.

d. *Fines.* The Management Committee or the Association's Property Manager may impose fines outlined above and below if the violation is repeated anytime within the next 12 months or

if the violation is not cured or ceased within the time specified in the notice. For continuing violations remaining uncured, fines may continue to be levied as provided herein or as directed in the notice from the Association, but no more frequently than every 10 days.

e. *Hearing.* The responsible Resident has the right to request an informal hearing – at an Management Committee meeting or privately – with the Management Committee within thirty (30) days from the date the written notice is provided to the Resident stating that a violation has been assessed by the Association. The Resident may present testimony or evidence regarding the violation at the hearing.

18. Repeat Violations. As provided elsewhere, the Association may impose fines outlined above if the violation is repeated anytime within the next 12 months. An example of a Repeat Violation includes multiple instances of dumping garbage in the recycling bin. Residents who repeat any violation during this time are not entitled to an additional hearing (although the Management Committee may schedule one), regardless of whether or not the Resident participated in a hearing as a result of the first violation. For such repeat violations, the Management Committee may automatically begin fines as outlined above and according to the General Fine Schedule below.

19. Continuous Violations. As provided elsewhere, for continuing violations remaining uncured at the deadline provided in the notice or as provided herein, fines may continue to be levied as directed in the notice or as provided herein, but no more frequently than every 10 days.

A continuous violation is a violation that persists until corrective action is taken. An example of a Continuous Violation includes ongoing impermissible storage in a parking stall. The Association may levy a fine for a continuous violation remaining uncured by the deadline imposed by the Management Committee (such deadline must be at least 48 hours). Furthermore, additional fines may be levied every ten (10) days thereafter until the violation is cured.

Unless specifically stated above for an individual rule, the amount of the fine will be increased at each 10-day increment as follows:

- Warning Letter and Opportunity to Cure of at least 48 hours;
- If not cured within the deadline (of at least 48 hours), a fine of \$75 may be levied;
- If not cured within 10 days of the levying of the \$75 fine, an additional \$100 fine may be levied;
- If not cured within 10 days of the levying of the \$100 fine, an additional \$150 fine may be levied;
- The \$150 fine may continue to be levied every 10 days thereafter until the violation is cured;

If the same continuous violation is repeated anytime within the next twelve (12) months, the initial fine is \$150. The \$150 fine may be levied every 10 days thereafter until cured.

20. General Fine Schedule. Except where specifically stated above, fines for violating any of the foregoing Rules may be levied by the Association as follows:

1st Offense: Warning Letter

2nd Offense: \$50 Fine

3rd Offense: \$150 Fine

4th and each Subsequent Offense: \$300 Fine

21. Other Remedies.

a. **Management Committee Actions.** In addition to levying fines, action by the Management Committee may include, but need not be limited to:

- (i) Seeking injunctive or declaratory relief action against any alleged offending Resident, or other occupant of the Owner's property; and/or
- (ii) Taking immediate legal action, as the Management Committee finds reasonably necessary, to stop conduct which it determines is in violation of the Declaration, Bylaws, Rules, or applicable state or federal law.

b. *Alternative Resolution.* Nothing herein precludes the Management Committee president, a designated Management Committee member, or any other person so authorized by the Management Committee from first attempting to resolve a matter either by an informal meeting or telephone call with, or email or warning letter to the alleged offending Resident.

c. If any Owner or resident violates the provisions of these Rules, the Association, in addition to any other remedy available at law or equity, may bring an action to compel compliance, including an action for a court order mandating the removal of any improvement or other property constructed or installed in violation of the provisions of these Rules. In such action, the Association is entitled to recover its costs and reasonable attorney's fees.

d. If a Resident fails to comply with the requirements of the CC&Rs or these Rules, the Association is authorized to take whatever action is necessary or reasonable to correctly complete or restore the Unit or affected Common Areas. In this circumstance, all costs incurred by the Association will be assessed against the Owner and his/her Unit as a Default Assessment. Such costs include but are not limited to:

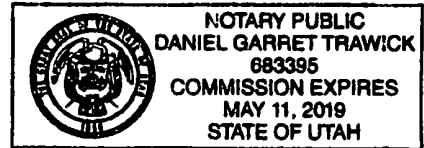
- (i) Reconstruction or repair to the Unit and its related costs.
- (ii) Reconstruction or repair to the Common Areas or Limited Common Areas and its related costs.
- (iii) Attorney's fees.
- (iv) Court costs.

- (ii) Reconstruction or repair to the Common Areas or Limited Common Areas and its related costs.
- (iii) Attorney's fees.
- (iv) Court costs.

BE IT FURTHER RESOLVED that:

1. The foregoing Rules and Regulations are hereby adopted by the Management Committee;
2. A copy will be sent to each Owner;
3. Each Owner is responsible for notifying any Residents of the rules and regulations contained herein and in the Declaration.

The Country Club View Condominiums Owners Association
a Utah nonprofit corporation



H. Ken Andrews
H. Ken Andrews, President

State of UT County of Salt Lake
Subscribed and sworn before me on 6-20-18
(Date)
Daniel Garret Trawick
(Notary Signature)

The Country Club View Condominiums Owners Association
a Utah nonprofit corporation

Spencer Alston
Spencer Alston, Secretary

JURAT

State of Utah
County of Summit
Subscribed and sworn/affirmed to before me this 19 day of June
20 18, by Spencer Alston
Tami Stevenson
Notary Public
My Commission Expires: 7-12-2021



Forms

- ✓ Tenant Registration Form
- ✓ Owner Contact Information
- ✓ Pet Registration Form
- ✓ Application for Written Approval (Parking & Patio)
- ✓ Application for Unit Improvements

The Country Club View Condominiums Association
TENANT REGISTRATION FORM

Unit #:
 Unit Owner's Name:
 Owner's Mailing Address:
 Owner's Phone Number(s):
 Owner's E-mail:

Tenant Name	Phone Number	Email Address

Lease Term: _____ Date Tenancy Begins: _____ Date Tenancy Ends: _____

Tenant Vehicle Information:

Make	Model	Color	License #

This form should be completed and returned to the Management Committee along with a copy of the lease agreement prior to the commencement of tenant occupancy. A fine as outlined in the Rules may be levied by the Association if not returned, is incomplete, or is late.

I hereby certify that I have informed my tenant(s) of the Declaration and the Rules and Regulations of the Association. They understand that they will be jointly and severally liable with me for their violations, and that any violations constitute a breach of the lease agreement. I also acknowledge that the Association is an intended third-party beneficiary of the lease agreement and therefore the Association may enforce compliance and abate any nuisance and is entitled to exercise all landlord rights therein, including eviction proceedings.

 Signature of Owner or Rental Agent DATE

Prior to submitting, Please RENAME this document to fit the format:
Name_Unit#_Tenant Registration Form (for example, JaneDoe_Unit66_Tenant_Registration_Form)

Email this form, along with the other required forms, in a single email to:
secretary@countryclubviewcondos.com and info@desertedgepm.com
 CCVC Management Committee c/o Secretary, 2011 South 2100 East, #0, SLC, UT 84108

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The Country Club View Condominiums Association
OWNER CONTACT INFORMATION FORM

Unit #:
Unit Owner's Name(s):
Owner's Mailing Address:
Owner's Phone Number(s):
Owner's E-mail(s):
Emergency Contact Person and Phone:

Preferred Method of Contact, if possible:

Is there a local representative residing in the building? Yes/No

If YES:

- Unit #:
- Representative's Name:
- Representative's Phone #:
- Representative's E-mail:

Is there a local representative acting as a rental agent or rental management company? Yes/No

If Yes:

- Representative's Name:
- Representative's Phone#:
- Representative's Email:
- Representative's Address:

I hereby acknowledge that the Association's insurance policy does not cover Owner or Resident's personal property and contents of their residence, nor the personal liability of Owners or Residents. I also acknowledge that I must maintain, at my expense, comprehensive hazard, casualty (fire) and liability insurance on my respective Unit(s) and contents and must provide a copy of the signed policy to the management committee within 30 days of acquiring it and annually by January 30 thereafter.

I acknowledge that if the need for Common Area maintenance or repair is caused through the willful or negligent act a Resident under my control, the Management Committee may cause the needed maintenance or repair to be made. In such a case, the Association will assess the to me the reasonable cost of such maintenance or repair.

I acknowledge that I have an obligation to timely report to the MC or the Property Management Company the need for maintenance or repair.

Unit #: _____

Unit Owner: _____ Date _____

Please return a copy of this form via Email to: secretary@countryclubviewcondos.com and justin@desertedgepm.com

Prior to emailing, Save the document with format Name_Unit_OwnerContactForm

CCVC Management Committee c/o Secretary, 2011 South 2100 East, #0, SLC, UT 84108

The Country Club View Condominiums Association
PET REGISTRATION FORM

Unit #:
 Unit Owner's Name:
 Owner's Mailing Address:
 Owner's Phone Number(s):
 Owner's E-mail:
 If Applicant is not a Unit Owner, also complete
 Resident's Name:
 Resident's Mailing Address:
 Resident's Phone Number(s):
 Resident's E-mail:

Pet Information:

Pet Name	Pet Type	Pet Breed	Pet Weight	License #
1.				
2.				

Description of Pet 1 (include color and markings):

Description of Pet 2 (include color and markings):

SUBMISSION of a clear photograph of each pet is REQUIRED Registration.

I/We, the undersigned, hereby certify that the foregoing information is true and accurate. I/We agree to abide by all rules, restrictions, regulations, and policies of the Association relating to pets and animals. I/We hereby acknowledge that I/we shall be responsible for all damage, whether to person or property, that is caused by the pets and will indemnify and hold harmless the Association against any expenses incurred in connection with such damage.

Unit Owner: _____ **Date** _____

Resident (if pet owner) : _____ Date _____

Please return a copy to Association by Email: secretary@countryclubviewcondos.com and justin@desertedgepm.com

Prior to emailing, Save the document with format Name_Unit_PetRegistrationForm

CCVC Management Committee c/o Secretary, 2011 South 2100 East, #0, SLC, UT 84108

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The Country Club View Condominiums Association
APPLICATION FOR WRITTEN APPROVAL (Parking & Patio)

Unit #:	If Applicant is not a Unit Owner, also complete
Unit Owner's Name:	Resident's Name:
Owner's Mailing Address:	Resident's Mailing Address:
Owner's Phone Number(s):	Resident's Phone Number(s):
Owner's E-mail:	Resident's E-mail:

Section 5(b) of the Declaration lists activities that are prohibited without prior written approval of the Management Committee, including some types of storage within parking stalls and limiting items permitted to be on patios. SUBMISSION of a clear photograph of each item IS REQUIRED FOR APPROVAL. Description of permission that is being requested (e.g., installing wood planters to patio railing, storing boxes in underground parking stall):

I/We, the undersigned, hereby certify that the foregoing information is true and accurate. I/We agree to abide by all rules, restrictions, regulations, and policies of the Association relating parking and unit patio spaces. I/We understand that Residents will be jointly and severally liable with Owners for their violations. I/We hereby acknowledge that I/we shall be responsible for all damage, whether to person or property, that is caused by our actions and will indemnify and hold harmless the Association against any expenses incurred in connection with such damage.

Unit Owner:	Date
Resident (if Applicant):	Date

Please return a copy to Association by Email: board@countryclubviewcondos.com

CCVC Management Committee c/o Secretary, 2011 South 2100 East, #0, SLC, UT 84108

The Country Club View Condominiums Association
APPLICATION FOR UNIT IMPROVEMENTS

Unit #:

Unit Owner's Name:

Owner's Mailing Address:

Owner's Phone Number(s):

Owner's E-mail:

Brief Description of Improvements (e.g., installing wood floors, removing a wall):

SUBMISSION of SKETCH, DRAWING, PLAN, and MATERIALS LIST in ELECTRONIC and HARD COPY IS REQUIRED FOR APPROVAL.

Do you plan to attend the Management Committee meeting when the application is reviewed?

If the Management Committee requires as a condition of approval, will you obtain and provide confirmation, including copies, of building insurance to be paid to the Association in the event of a defect or damage caused by the construction of the improvement?

Contractor _____ License Number _____
(If Applicable)

Architect/Engineer _____ License Number _____
(If Applicable)

I, the undersigned Owner, agree to indemnify and hold harmless the Association against any expenses incurred in connection with constructing, maintaining, or repairing the above referenced improvements. I have obtained all legally required building permits from the City and/or other applicable governmental agency and all contractors that will perform work are licensed and insured and will abide by all applicable building codes and standards. I further agree that any Association expenses not paid may be assessed against me. Additionally, I agree to assume the defense should any litigation or any other claims arise out of these proposed improvements.

Submitted By _____ Date _____

Please return a copy to Association by Email: board@countryclubviewcondos.com

CCVC Management Committee c/o Secretary, 2011 South 2100 East, #0, SLC, UT 84108

H. If any conflict exists between this Declaration and the Articles, Bylaws, Plat, or Rules and Regulations of the Association, this Declaration controls.

DECLARATION

NOW THEREFORE, the Association hereby declares that the Units must be, transferred, sold, leased, conveyed, improved, and occupied, or otherwise dealt with subject to the Covenants, Conditions and Restrictions set forth herein and as amended, each and all of which are for, and inure to the benefit of, and pass and run with, each and every Unit and apply to and bind the heirs, grantees, assigns and successors in interest of each and every Member, lessor, lessee or interest holder of any sort.

1. **Name of the Condominium.** The name of the Condominium Community is The Country Club View Condominiums.

2. **Submission to Condominium Ownership.** The Land, Building, and other improvements constructed thereon or hereafter constructed, together with all appurtenances thereto, are subject to the Act as a Condominium and this Declaration is submitted in accordance with the terms and the provisions of the Act and must be construed accordingly. The Association intends the provisions of the Act apply to the Property.

3. **Covenants to Run with the Land.** This Declaration containing covenants, conditions and restrictions relating to the Project are enforceable equitable servitudes, running with the land, and this Declaration and its servitudes are binding upon the Association, its successors and assigns and upon all Unit Owners or subsequent Unit Owners, their grantees, mortgagees, successors, heirs, executors, administrators, devisees and assigns.

4. **Description of Property.**

a. *Description of Land.* The Land is that tract or parcel, more particularly described in Exhibit "A" attached hereto. **16-15-31, 32**

b. *Description of Improvements.* The significant improvements contained in the Project include a three-story Building containing forty-six (46) Units constructed principally of concrete foundation with exterior walls of architectural stone and synthetic stucco siding, asphalt shingle roofing and single ply flat roofing, interior walls of wood studs, plywood and dry wall plaster.

Each Unit has an assigned underground parking space or spaces as shown on Exhibit "B." The Project also includes landscaping, guest parking and other facilities located substantially as shown in the Plat and is subject to easements, which are reserved through the Project as may be required for utility services.

c. *Description and Legal Status of Units.* The Plat shows the Unit Number of each Unit, its location, those Limited Common Areas and Facilities which are reserved for its use, and the Common Areas and Facilities to which it has immediate access. All Units, of whatever type, are capable of being independently owned, encumbered, and conveyed.

(i) Each Unit has access to a common hallway and includes that part of the Building containing the Unit which lies within the boundaries of the Unit, which boundary lines of

**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OF
COUNTRY CLUB VIEW CONDOMINIUMS
A CONDOMINIUM COMMUNITY**

ON THE DATE BELOW, The Country Club View Condominiums Owners Association ("Association") adopted this Amended and Restated Declaration of Condominium of Country Club View Condominiums ("Declaration") which becomes effective on the date it is recorded in the records of the Salt Lake County Recorder under the Utah Condominium Ownership Act.

RECITALS

- A. The *Declaration of Condominium of Country Club View Condominiums* was recorded on November 5, 2007 as Entry No. 10267397, in Book 9533, at Pages 9663-9719 in the office of the Salt Lake County Recorder ("Enabling Declaration").
- B. The Enabling Declaration was amended by the *Amendment No. 1 to Declaration of Condominium of Country Club View Condominiums*, which was recorded on November 21, 2008 as Entry No. 10566196, in Book 9660, at Pages 4128-4130 at the Salt Lake County Recorder.
- C. This Amended and Restated Declaration of Condominium of Country Club View Condominiums is adopted to: (1) clarify and define the rights of the Association and the Owners, in and to the Project, (2) conform to changes to the Utah Condominium Ownership Act and other Utah law, (3) provide for a general plan for managing the Project, and (4) in furtherance of the effort to efficiently and economically provide a quality living environment and protect and enhance the value of the Project.
- D. This Declaration, which (along with and subject to any future amendments) is the sole declaration for the Project and completely replaces and supersedes in all respects the Enabling Declaration and all prior declarations and amendments thereto, (whether recorded or not, properly adopted or not, or referenced in this Declaration or not), prior to the date of the recording of this Declaration.
- E. This Declaration affects the real property situated in Salt Lake County, Utah, described with particularity on Exhibit A, which exhibit is attached hereto and incorporated in this Declaration by reference (the "Project") and is binding on all parties having or acquiring any right, title, or interest to the Project or any part thereof.
- F. The Bylaws of the Association attached hereto as Exhibit C supersede and replace any previous bylaws of the Association and any amendments thereto.
- G. Under the amendment requirements contained in Sections 20 and 27 of the Enabling Declaration, the undersigned hereby certifies that this Declaration and Bylaws were approved by Owners holding at least 67% of the undivided interest of the Common Areas and Facilities and 51% or more of Eligible Mortgagees.

T. "Suite East" — Living room, dining and day room, kitchen, utility room, master bedroom, two additional bedrooms, two bathrooms and patio balcony.

U. "Suite West" — Same as "Suite East."

d. *Common Areas and Facilities.* Except as otherwise provided in the Declaration, the Common Areas and Facilities consists of the areas and facilities described in the definitions and constitute in general all the parts of the Property except the Units. Without limiting the generality of the foregoing, the Common Areas and Facilities include the following, whether located within the bounds of a Unit or not:

- (i) All structural parts of the Building including, without limitation, foundations, columns, joists, beams, supports, supporting walls, floors, ceilings and roofs;
- (ii) Driveways, parking areas, lawns, shrubs, gardens, exercise room, community room, theater room and recreational areas;
- (iii) Any utility pipe or line or system servicing more than a single Unit, and all ducts, wires, conduits, and other accessories used therewith;
- (iv) All other parts of the Property necessary or convenient to its existence, maintenance and safety, or normally in common use, or which have been designated as Common Areas and Facilities in the Plat;
- (v) The Limited Common Areas and Facilities herein described; and
- (vi) All repairs and replacements of any of the foregoing.

e. *Description of Limited Common Areas and Facilities.* Each Owner of a Unit is granted an irrevocable and exclusive license to use and occupy the Limited Common Areas and Facilities reserved exclusively for the use of his Unit. The Limited Common Areas appurtenant to any given Unit consist of a patio, or balcony area contiguous with the Unit as indicated on the Plat, the assigned storage unit appurtenant to each Unit and the assigned parking stall or stalls appurtenant to each Unit. The exclusive right to use and occupy each Limited Common Area is appurtenant to and passes with the title to the Unit with which it is associated and may not be severed from the ownership of the Unit. All installations or modifications of Limited Common Areas must be approved by the Association and are subject to the provisions in this Declaration. If an Owner's Limited Common Area is not depicted on the Plat, or there is a dispute over its boundaries, the Management Committee has the authority and discretion to determine Limited Common Area perimeter boundaries and the Management Committee's decision is binding.

5. Statement of Purpose and Restriction on Use.

a. *Purpose.* The purpose of the Condominium Project is to provide residential housing and parking space for Unit Owners and to tenants and guests, all under the provisions of the Act.

b. *Restrictions on Use.* Without prior written approval of the Management Committee, the Units and Common Areas and Facilities must be used and occupied as set forth below:

each Unit are the undecorated and/or unfinished interior surfaces of its perimeter walls, bearing walls, lowermost floor, uppermost ceiling, all window panes, interior surfaces of doors, window frames and door frames and trim. Each Unit includes both the portions of the Building that are not common areas and facilities within such boundary lines and the space so encompassed. Without limitation, a Unit includes any finishing material applied or affixed to the interior surfaces of the interior walls, floors, and ceilings, non-supporting interior walls and all utility pipes, lines, systems, fixtures, or appliances found within the boundary lines of the Unit and servicing only that Unit.

(ii) The Units of the Project are described below.

- A. Unit "A1" — Living room, dining area, kitchen, master bedroom, den/bedroom, two bathrooms and balcony or patio.
- B. Unit "A2" — Same as Unit "A1."
- C. Unit "B1" — Same as Unit "A1."
- D. Unit "B2" — Same as Unit "A1."
- E. Unit "B3" — Same as Unit "A1."
- F. Unit "B4" — Same as Unit "A1."
- G. Unit "C" — Living room, dining area, kitchen, utility room, master bedroom, den/bedroom, two bathrooms and balcony or patio.
- H. Unit "D" — Same as Unit "C" with an additional bedroom and additional bathroom.
- I. Unit "E" — Living room, dining area, kitchen, master bedroom, den/bedroom and two bathrooms.
- J. Unit "F1" — Living room, dining area, kitchen, master bedroom, two bathrooms, two additional bedrooms, utility room and balcony or patio.
- K. Unit "F2" — Same as Unit "F1."
- L. Unit "G" — Same as Unit "A1."
- M. Unit "H" — Same as Unit "A1."
- N. Unit "K1" — Same as Unit "A1."
- O. Unit "K2" — Same as Unit "A1."
- P. Unit "L" — Living room, dining area, kitchen, utility room, master bedroom, two additional bedrooms, two bathrooms and balcony or patio.
- Q. Unit "M" — Living room, dining area, kitchen, utility room, master bedroom, den/bedroom, two bathrooms and balcony or patio.
- R. Unit "N" — Same as Unit "M."
- S. Unit "P" — Same as Unit "B2."