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When recorded return to:  
Vincent C. Rampton, Esq.  
Jones, Waldo, Holbrook & McDonough  
P.O. Box 45444  
Salt Lake City, Utah 84145-0444

ALAN SPRIGGS, SUMMIT COUNTY RECORDER  
1993 MAR 31 11:14 AM FEE \$15.00 BY DYG  
FOR: JONES WALDO HOLBROOK & MCDONOUGH

CERTIFICATION OF RULES AND REGULATIONS

Attached hereto is are true and correct copy of the Rules and Regulations duly adopted by the Management Committee and currently in effect for the Prospector Square Condominiums located in Summit County, Utah, and more particularly described as follows:

Prospector Square Condominiums as established in the Declaration of Covenants, Conditions and Restrictions for Prospector Square filed with the Summit County Recorder as entry No. 148128, Book M-117, Pages 249-283, together with a Record of Survey Map, as entry No. 148127; subsequently amended by an Amendment to Declarations for Prospector Square Condominiums filed as entry No. 148407, Book M-117, Pages 724-727; also amended by the Second Amended Declaration of Covenants, Conditions and Restrictions of Prospector Square Condominiums filed with Summit County Recorder as entry No. 151587, Book M-124, Pages 403-417 together with a Supplemental Record of Survey Map; further amended by the Third Amended Declaration of Covenants, Conditions and Restrictions of Prospector Square Condominiums recorded with Summit County Recorder as entry No. 155665, Book M-133, Pages 8-10 together with a Supplemental Record of Survey Map; also amended by the Fourth Amended Declaration of Covenants, Conditions and Restrictions of Prospector Square Condominiums as recorded with Summit County Recorder as entry No. 182368, Book M-195, Pages 223-225 together with a Third Supplemental Record of Survey Map.

DATED this 25 day of MARCH 1993.

PROSPECTOR SQUARE CONDOMINIUMS  
ASSOCIATION OF UNIT OWNERS  
MANAGEMENT COMMITTEE

By: [Signature]

Its: President



**RULES AND REGULATIONS  
OF  
PROSPECTOR SQUARE CONDOMINIUMS**

1. Unless the context clearly indicates otherwise, as used in these Rules and Regulations the term "Unit Owner" shall be deemed to include not only Unit Owners, but also their families, servants, employees, agents, renters, lessees, visitors, and licensees.
2. No part of the Property shall be used for any purpose except housing and the common recreational purposes for which the Property was designed. Each Unit shall be used as accommodations for a single family, not to exceed 4 people in Hotel and Studio-type units.
3. There shall be no obstruction of the Common Areas and Facilities, nor shall anything be stored in the Common Areas and Facilities without the prior written consent of the Management Committee except as herein or in the Bylaws expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit in accordance with the provisions of the Declaration and Bylaws.
4. Nothing shall be done or kept in any Unit, Parking Unit, Common Areas and Facilities, or Limited Common Areas and Facilities which will increase the rate of insurance on the Property without the prior written consent of the Management Committee. No Unit Owner shall permit anything to be done or kept in his Unit, Parking Unit, Common Areas and Facilities or in the Limited Common Areas and Facilities which will result in the cancellation of insurance of the foregoing or which would be in violation of any law.
5. No waste shall be committed of the Common Areas and Facilities or Limited Common Areas and Facilities. Unit Owners shall not cause or permit anything to be done or displayed on the outside of windows or placed on the outside of walls or doors of the Buildings, and no sign, awning, canopy, shutter, or radio or television antenna shall be affixed or placed upon the exterior walls or doors, roofs or any part thereof or exposed on or at any window, without the prior written consent of the Management Committee.

**Rules and Regulations pertaining to Pets:**

6. No animals, livestock, or poultry of any kind shall be permitted, raised, bred or kept in any Unit, Parking Unit or in the Common Areas and Facilities or Limited Common Areas and Facilities at any time.

**Rules and Regulations pertaining to Bicycles:**

7. Bicycles, buggies, wagons, and sleds shall be stored and parked in designated storage areas, and not on balconies or patios, in hallways or other areas of the Property. A total of 2 bicycles may be placed on a unit's patio from April through October provided the unit is occupied. Bicycle(s) must be placed in an unsightly manner and the patio must remain free and clear of any other items.
8. Certain areas of storage have been designed and assigned to specific Units. The Association of Unit Owners assumes no liability for damage or theft of contents thereof.

**Rules and Regulations pertaining to Balconies, Terraces, Patios:**

9. No clothes, sheets, blankets, laundry or any other articles shall be hung out of a Unit or exposed on any part of the Limited Common Areas and Facilities or Common Areas and Facilities. The Common Areas and Facilities and Limited Common Areas and Facilities shall be kept free and clear of rubbish, debris and other unsightly materials. Unit Owners, tenants and guests are required to place their rubbish in designated refuse containers.
10. No obstructing personal property shall be placed in the halls or on the staircase landings, nor shall anything be hung from the windows, terraces, balconies, patios, or placed upon the window sills, nor shall any rugs or mops be shaken or hung from or on any of the windows, doors, balconies, patios, or terraces. No clothes, sheets, blankets, laundry, or any other kind of articles shall be hung out of a Unit or exposed to the Common Areas and Facilities or Limited Common Areas and Facilities. No storage of any matter shall be permitted on the balconies, terraces or patios.

**Rules and Regulations pertaining to Barbecue grills:**

11. No Unit Owner shall at any time bring into or keep in the Unit any flammable, combustible or explosive fluid, material, chemical or substance, including but not limited to barbecues or similar open fire devices.

**Rules and Regulations pertaining to Conduct and Behavior:**

12. No obnoxious or offensive activity shall be carried on in any Unit or in the Common Areas and Facilities, or Limited Common Areas and Facilities, nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other Unit Owners. No Unit Owner shall make or permit any disturbing noises in the Buildings, nor do or permit anything to be done that will interfere with the rights, comforts, or convenience of other Unit Owners. No Unit Owner shall play on or suffer to be played upon any musical instrument or operate or suffer to be operated a phonograph, television set, radio, other such device, in the premises or on the Property, including parking areas, in a manner which disturbs or annoys other Unit Owners. No Unit Owner shall conduct or permit to be conducted vocal or instrumental instruction at any time.
13. Each Unit Owner shall be solely responsible for any use of the Common Areas and Facilities by himself, his family or guests.
14. Unit Owners shall comply and conform to all applicable laws and regulations of the United States and of the State of Utah, and with all ordinances, rules and regulations of Summit County, and Park City, and shall save the Management Committee or the Unit Owners harmless from all fines, penalties, costs, or prosecutions for the violation thereof or noncompliance therewith.

Any Unit Owner who annoys other Unit Owners requiring the summons of outside security or a law enforcement agency, to seek compliance with the Rules and Regulations of the Property shall be cause to seek eviction.

**Rules and Regulations pertaining to the Physical Structure:**

15. Nothing shall be altered or constructed in or removed from the Parking Units, Common Areas and Facilities, or Limited Common Areas and Facilities except upon the prior written consent of the Management Committee.
16. Nothing shall be done in any Unit or in, on, or to the Common Areas and Facilities or Limited Common Areas and Facilities which will impair the structural integrity of any Building or which would structurally change any Building. No water beds shall be permitted in any Unit.

17. No window, terrace, balcony, or patio shall be enclosed or covered by any awning or otherwise enclosed without the prior written consent of the Management Committee.
18. Each Unit Owner shall keep his/her/its Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom or from the doors, windows, terraces, or balconies thereof any dirt or other substance. All garbage shall be placed in containers located outside of the Buildings.
19. Draperies, curtains and/or vertical blinds must be maintained by each Unit Owner on all windows of his/her/its Unit and must be maintained in said windows at all times. Such window coverings must be white in color or have white backing so as to show white from the outside of the window.

Rules and Regulations pertaining to Parking Areas:

20. The parking areas shall be used only for parking of automobiles, motorcycles and other wheeled conveyances. No repair, lubrication, cleaning, washing or other maintenance of any kind shall take place in the parking areas and any automobile, motorcycle and other wheeled conveyance parked therein shall at all times be in running order and displaying current registration. The parking of boats requires the written consent of the Management Committee or Manager.
21. The parking spaces will not be assigned but are to be used on a first-come, first serve basis. Renters or Lessees can use, if available, a maximum of one space for each Unit. No vehicle shall be parked in such a manner as to impede or prevent ready access to another parking space, nor shall any vehicle be parked in a driveway or firelane. Any Unit Owner not residing in their Unit shall not be entitled to use the parking areas except on a temporary or visiting basis.

Declaration, Rules and Regulations pertaining to Entry:

Declaration, Paragraph 17: Entry for Repairs.

The Management Committee and their respective agents may enter any Unit when necessary in connection with any maintenance, landscaping or construction for which the Management Committee is responsible. Such entry shall be made with as little inconvenience to the Unit Owners as practicable, and any damage caused thereby shall be promptly repaired by the Management Committee out of the Common Expense Fund.

22. The Management Committee or the Manager shall be provided emergency access on a 24-hour basis by each Unit Owner. A Unit Owner may provide the Management Committee or Manager a key pursuant to its right of access or designate an individual or entity. In the case, where an individual or entity is so designated and upon notification by the Management Committee or Manager, access is not provided in a manner deemed timely by the Management Committee or Manager the Unit Owner shall indemnify and hold harmless the Management Committee and Manager from and against any and all liability in accessing their unit.
23. The agents of the Management Committee and any contractor or workman authorized by the Management Committee or its Agent may enter any Unit in the Buildings at any reasonable hour of the day after notification (except in case of emergency) for the purpose of inspecting such Unit(s) for the presence of any vermin, insects, or other pests, and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects, or other pests.

**Rules and Regulations pertaining to the Athletic Center:**

24. Prospector Square Condominiums has a non-exclusive easement to the use of certain recreational facilities located adjacent to the Property. Such recreational facilities are available to Unit Owners on the same basis they are available to the public. Charges imposed by the owner of these facilities may not exceed the amount charged third parties for such use of the facilities. Unit Owners will have access to these facilities only during periods of time they are actually in residence in their Units. Rules and behavior for the recreational facilities will be established by the owner thereof, and all Unit Owners are required to abide by such rules under the terms of the easement granted.

**Rules and Regulations pertaining to General Conditions:**

24. No industry, business, trade, occupation or profession of any kind, commercial, educational, or otherwise, designed for profit, or otherwise, shall be conducted, maintained, or permitted on any part of the Property, nor shall any "FOR SALE", "FOR RENT", or "FOR LEASE" signs or other window displays or advertising be maintained or permitted on any part of the Property or in any Unit therein.
25. No public hall of any Building shall be decorated or furnished by any Unit Owner in any manner.

26. All radio, television, or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in such Unit.
27. No Unit Owner shall send any employee of the Agent of the Management Committee out of the Property on any private business of the Unit Owner.
28. Any complaint regarding the management of the condominium or the actions of other Unit Owners shall be made in writing to the Management Committee or its Agent.
29. Any consent or approval given under these Rules and Regulations may be added to, amended, or repealed at any time by resolution of the Management Committee.
30. All Unit Owners shall abide by the Declaration of Covenants, Conditions and Restrictions and Bylaws applicable to the Property.

Rules and Regulations pertaining to Rental Management Company(s):

- A. Any duly licensed Rental Management Company soliciting Units Owners for the purpose of managing their Unit within the Property must maintain verifiable liability insurance coverage in the minimum amount of \$1,000,000 per incident. A copy of the insurance policy must be provided the Association and maintained in full force and effect while the company maintains rental units within the Property.
- B. Any Management Company renting or leasing Units on a monthly or longer term basis must provide the Management Committee or Manager an affidavit signed by its tenant or lessee stating that they will abide by the Declarations, Bylaws and Rules and Regulations of Prospector Square Condominiums Association of Unit Owners which provides the Management Committee or Manager the right to seek eviction for violation or breach. A copy of the Rules and Regulations must be affixed to the signed affidavit.
- C. All employees of a Management Company who enter onto the Property for the purpose of performing maid service, repairs or Unit inspection must be uniformed and clearly identifiable as an employee or representative of that Management Company.



- D. Management Company(s) offering regular cleaning/maid service are required to retain any cleaning equipment on the premises in appropriate storage areas for the Unit(s). Management Company(s), their employees and agents must conduct themselves in a professional manner at all times while on the Property.
- E. Management Company(s) offering regular housekeeping services must remove trash, soiled linens, etc. in an orderly, sanitary and inconspicuous manner. At no time will such items be left unattended in the Common Areas and Facilities or Limited Common Areas and Facilities.
- F. Any Management Company operating within the Property is required to provide the Management Committee a list of Owner Units it manages and indicate the type of rental or lease (eg transient-under 30 days or long term-over 30 days) for each Unit it manages and the name and telephone number of the tenant(s) or lessee.
- G. Management Company(s) must clearly identify within the Unit(s) they manage who the guest, tenant or lessee is to contact for repairs, maintenance and guest supplies.

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