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Chateau Park Condominium

Community Rules and Regulations

PARKING/VEHICLE OPERATON

Each unit owner, tenant, or occupant shall be afforded one carport stall per unit occupied. Additional carport parking stalls may be provided at the Management Committee's discretion for an additional fee established by the Management Committee. The additional fee may be subject to change as deemed necessary by the Management Committee provided the existing users are given thirty (30) days advance notice. The Management Committee may, at its discretion, reclaim any additional carport that it deems not being used in an acceptable manner, or that no longer meets the needs of the user for the purpose of parking a vehicle.

For the purpose of regular, continuous parking, no more than 2 vehicles per condominium unit will be allowed on the condominium property.

Extended parking on Chateau Drive is prohibited at all times. Parking on Chateau Drive will be allowed for the purposes of loading and/or unloading persons and/or personal property for a time period not to exceed 30 minutes for any one incident.

Recreational vehicles, motor homes, boats, and trailers that do not fit within the confines of the unit owner's, tenant's, or occupant's assigned 10x20 carport stall will not be allowed on the condominium property. No storage of these types of vehicles, regardless of size, will be allowed anywhere on the condominium property except for the unit owner's, tenant's, or occupant's assigned carport stall(s).

Vehicles that are mechanically inoperable greater than a thirty (30) day continuous period, or do not display a current registration tag issued by a Motor Vehicle Department will not be allowed to be parked in any carport or parking area within the common areas of the condominium property.

Temporary parking of vehicles belonging to guests of unit owners, tenants, or occupants, delivery trucks, service vehicles, and other commercial vehicles being used in the furnishing of services to the Management Committee is limited to 6 hours and subject to all parking rules and regulations of the condominium project. Additional hours may be authorized at the Management Committee's discretion.

No parking or double parking of vehicles is permitted on the carport driveways or in the common areas of the condominium project from November 1 through March 31st so as to allow for uninterrupted snow removal services.

No part of the common areas of the condominium project, including all carports, shall be used for the major repair, construction, or reconstruction of any vehicle, recreational vehicle, motor home, boat, or any other item. The changing of a defective tire and/or minor repair such as, but not limited to, oil changes, battery changes, small part changes of any vehicle, recreational vehicle, motor home, boat, or any other item that can be accomplished within a 48 hour period will be permitted. At no time, however, will any vehicle, recreational vehicle, motor home, boat, or any other item be left unsupervised while lifted up on any type of lift, jack, or other supporting apparatus.

All vehicles that enter the condominium property must be operated and parked in a safe and responsible manner so as not to threaten the safety of persons and property within the condominium project.

Unit owners, tenants, or occupants are responsible for cleaning up oil drippings or any other stains that result from their vehicles onto their assigned carport stall(s) and/or any other common parking areas within the condominium project.

The Management Committee may cause the immediate removal of any vehicle from the condominium property it finds to be an immediate impeding threat to the rights of other unit owners, tenants, occupants, or Management Committee.

PETS

No animals shall be kept or harbored on the condominium property. Unit owners, tenants, or occupants who own pets at the time these rules and regulations are enacted will be allowed to keep their current pets provided they complete a pet registration form for each owned pet and submit each form to the Management Committee along with a one time non-refundable deposit of \$50. No exotic or illegal animal of any kind, nor any animal publicly known to have a vicious propensity is allowed on the condominium property at any time, even if currently owned at the time these rules and regulations are enacted. An allowable pet that is currently owned by any unit owner, tenant, or occupant may not be replaced once that pet dies or is no longer being cared for by the unit owner, tenant, or occupant.

The objective of the pet rules and regulations is to phase out the presence of any and all pets in or on the condominium property.

Each unit owner, tenant, or occupant shall be responsible for the immediate clean up of pet messes in the common areas.

All dogs must be on a leash and controlled at all times while outside of the unit owner's, tenant's, or occupant's condominium unit.

Each unit owner, tenant, or occupant shall prevent their pet(s) from making excessive noise, or causing odors, that are offensive or disruptive to the senses and comfortable

enjoyment and lifestyle of other residents. No pet shall be allowed to be an obstruction to the free use of property so as to interfere with the comfortable enjoyment of life.

Breeding or raising of animals intended for the purpose of monetary or charitable exchange will be considered a business. This activity will not be allowed on the condominium property at anytime for any reason.

BUSINESS ACTIVITIES

No business of any kind whatsoever shall be established, maintained, operated, permitted, or conducted on condominium property by any unit owner, tenant, or occupant for which the exchange of goods and/or services occur except with written permission from the Management Committee.

MANAGEMENT ACTIVITIES

No unit owner, tenant, or occupant shall direct, supervise, interfere, or in any manner attempt to assert control over employees, contractors, or agents of the Management Committee. The employees, contractors, or agents of the Management Committee shall not be sent off the condominium property by any unit owner, tenant, or occupant at any time for any purpose.

NOISE

No unit owner, tenant, or occupant shall make or permit any loud or disturbing noises by themselves, families, servants, employees, agents, or visitors nor shall any unit owner, tenant, or occupant permit any activity by such persons that would be offensive to the senses, or disruptive to the comfortable enjoyment and lifestyle of other residents, or an obstruction to the free use of property so as to interfere with the comfortable enjoyment of life regardless of whether the noise or activity is created within the condominium unit or common areas of the condominium project.

RENTAL OF UNITS

There shall be no more than five (5) condominium units rented or leased in the condominium project at any one time. A unit owner shall be entitled to rent or lease their unit if:

- A. The rental or lease does not cause the threshold limit of no more than five (5) rental or leased units within the entire condominium project to be violated.
- B. There is a written rental or lease agreement specifying that (1) the tenant shall be subject to all provisions of the condominium project's Declarations, By-Laws, and/or Rules and Regulations, (2) failure to comply with any and all provisions of the condominium project's Declarations, By-Laws, and/or Rules and Regulations shall constitute a default under the rental or lease agreement and be grounds for termination of the rental or lease agreement.
- C. The period of rental or lease is not less than thirty (30) days nor more than one (1) year.

D. Copies of all rental or lease agreements are provided to the Management Committee within five (5) days of the unit owner's and tenant's signing of the rental or lease agreement.

The Management Committee may allow exception to the number of rental units within the condominium project if for religious, charitable, or military purposes and may require additional terms and conditions of the rental or lease agreement.

CONDOMINIUM UNIT PATIOS, PORCHES, AND DOORSTEPS

All unit owners, tenants, or occupants must keep their respective patios, porches, and doorsteps free from trash, garbage, clutter, and/or unsightly, unclean, or unsanitary conditions.

CONDOMINIUM PROJECT COMMON AREAS

There shall be no obstruction of any part of the common areas or storage areas in the common areas. No alterations, additions, or attachments to the common areas shall be permitted. No unit owner, tenant, or occupant shall permit anything to be done or kept in the common areas or any other part of the condominium project which might result in the cancellation of or increase to the rate of Property and Liability insurance. Each unit owner, tenant, or occupant shall be responsible for any damage to the common areas caused by themselves or their respective families, relatives, guests, or invitees, both minor or adult. No personal property may be left or placed in any of the common areas except for the assigned storage shed afforded each unit.

CHATEAU PARK CONDOMINIUM

COMMUNITY RULES REGARDING FINES

1 FINES

- 1.1 **Fines; Authorization.** The management committee is authorized to assess a fine against unit owners who violate provisions in the condominium association declaration, the bylaws, or the association rules and regulations. The assessment of a fine shall be in accordance with the provisions of the Utah Condominium Ownership Act, Utah Code Annotated, section 57-8-37, the provisions of these community rules, and the rules and regulations adopted by the management committee.
- 1.2 **Written Notice of Violation.** Before assessing a fine, the management committee must give a written notice of the violation to the unit owner of the violation and inform the unit owner that a fine will be imposed if the violation is not cured within the time provided in the written notice. The written notice shall contain a description or brief summary of the provision, bylaw, rule or regulation that has been violated and a description of the manner in which the bylaw, rule or regulation has been violated. If a violation is temporarily cured or stopped, but is repeated by the same unit owner within 90 days of the date a written notice of violation is first served on the unit owner, the management committee shall not be required to serve another notice of violation upon the unit owner but may rely upon the notice provided in the first written notice.
- 1.3 **Time to Cure.** In all instances, the violation must be cured within 50 hours of the written notice being delivered to the unit owner or the unit owner's agent, unless such time period is extended by the management committee for good cause. The member of the management committee or their agent that serves the written notice of violation on the unit owner shall write on the notice of violation the date and time the notice of violation was served on the unit owner and the date and time by which the violation must be cured. If a unit owner repeats the violation more than 50 hours after receiving the written notice of violation but less than 90 days after receiving the notice, the unit owner shall be deemed to have not timely cured the violation.
- 1.4 **Fine.** If the violation is fully and completely cured within the time provided in the written notice of violation, and is not repeated within 90 days of the time the written notice is first served on the unit owner, no fine may be assessed by the management committee. If the violation is not fully cured within the time provided, the management committee shall, after confirming that the violation complained of has not been fully cured, impose a fine as provided in the CC&Rs, bylaws, or the rules and regulations. If the same violation is repeated more than 50 hours but less than 90 days after the written notice of violation is first given, the management committee shall impose a fine as provided in the CC&Rs, or the rules and regulations. The unit owner shall receive a written notice of fine from the management committee informing the unit owner of the amount of the fine imposed.

- 1.5 **Manner of Providing Notice of Violation and Fine.** The notice of a violation of a bylaw or the rules and regulations of the association and the notice of a fine imposed by the management committee may be provided to the unit owner in any one or more of the following ways:
- 1.5.1 Delivering a copy to the unit owner personally; or
 - 1.5.2 Sending a copy through certified or registered mail, addressed to the unit owner at his or her place of residence, in which case an additional 50 hours shall be allowed to cure the violation; or
 - 1.5.3 Doing both of the following: (1) Leaving a copy with a person of suitable age and discretion at the unit owners unit; and (2) Mailing a copy to the unit owner at the unit owners unit, or to the unit owners regular mailing address if the unit owner does not reside in the unit; or
 - 1.5.4 Affixing a copy in a conspicuous place on the unit since a person of suitable age or discretion could not be found; or
 - 1.5.5 If the person committing the violation is a tenant of the unit owner, by (1) personally delivering a copy to the tenant living in the unit or affixing a copy in a conspicuous place on the unit if a person of suitable age or discretion could not be found, and by (2) mailing a copy to the unit owner at the address provided by the unit owner to the association.
- 1.6 **Non Unit Owner Occupied Units: Renters & Guests.** If cases where the unit is not occupied by the unit owner and the violation of the bylaw or rules and regulations is committed by a resident the unit, the unit owner shall be responsible for the failure of the resident to cure violations of the bylaws or rules and regulations. For purposes of the lease between the unit owner and the resident of the unit, the provisions of these community rules shall be incorporated by reference into the terms of the lease and the unit owner may collect from the resident of the unit any fines the unit owner becomes obligated to pay by virtue of the resident's actions. The unit owner shall be responsible for bringing a separate action to collect any such fines from the unit owner's tenant. U.C.A. § 57-8-34 states that "All unit owners, tenants of such owners, employees of owners and tenants, or any other person who may in any manner use the property or any part thereof submitted to the provisions of this act shall be subject to this act and to the declaration and bylaws adopted pursuant to the provisions of this act." Residents (defined herein as renters, tenants, guests of unit owners or renters, and any person who temporarily or permanently lives in a unit, but excluding unit owners), are subject to the bylaws and rules and regulations adopted by the condominium association. Unit owners are ultimately responsible for the activities of residents who reside in, visit, or in any manner use their condominium unit and the common area. Any fine assessed against a resident will be the responsibility of the unit owner of the unit in which the resident resides or is a guest. Because residents are subject to the provisions of the condominium bylaws and rules and regulations, residents are also subject to fines in the same manner as a unit owner. Any fine assessed against a resident may be collected by the unit owner from the resident. If a resident violates a bylaw or rule or regulation, both the resident and the unit owner shall be

served a notice of violation as provided above. It shall be the responsibility of the unit owner to see that the resident cures the violation within the time allotted. Failure of the unit owner to have the resident timely cure the violation shall subject the unit owner to the fine as provided herein as if the unit owner committed the violation.

- 1.7 **Management Committee Action.** Any action by the management committee involving a notice of violation or a notice of fine may be taken by any officer of the management committee if so authorized or ratified by a quorum of the management committee, consisting of 50% or more of the management committee present at a meeting either in person or by telephone conference, or if not present at a meeting, members consenting to the action after conferring with other members of the management committee.
- 1.8 **Violations for Which a Fine May be Assessed.** A fine may be assessed for the violation of a provision in the CC&Rs, the condominium Declaration or bylaws, the association rules or regulations, or for a rule listed on Exhibit "A", which is attached and incorporated by this reference. The list of violations of a rule or regulations listed on Exhibit "A" may be modified by the management committee pursuant to their power to enact rules governing conduct within a condominium project as contained in the Condominium Ownership Act, Utah Code Ann. 57-8-1 through 57-8-37. Only those violations listed on Exhibit "A" and those violations of rules adopted by the Management Committee are the offenses which are subject to a fine. Exhibit "A" may be used to incorporate provisions in the Declaration, bylaws, or the rules and regulations for which a violation may be assessed.
- 1.9 **Continuous Violations.** Each day (24 hour period) during which a violation of the declaration, the bylaws or the rules and regulations of the association, or the rules listed on Exhibit "A", continues after the time period expires during which the unit owner is required to cure the violation, constitutes a separate violation and is subject to a fine in the amount listed in Exhibit "A". The violation of a provision in the declaration, the bylaws, a rule or regulation, or a provision listed on Exhibit "A", which is temporarily cured within the time period required in the notice of violation, but which is violated again within 90 days of the date the original notice of violation was served, is deemed to be a continuous violation for which another notice of violation is not required to be served.
- 1.10 **Amount of Fines.** The amount of a fine for a violation of a provision in the CC&Rs, the Declaration, the rules and regulations, or the provisions listed on Exhibit "A", shall be in the amount listed on Exhibit "A", but in no case shall a single fine exceed \$500.00. A cumulative fine, which is a fine for a violation that is not timely cured or a fine that is repeatedly assessed due to repeated violations for which a notice of violation has previously been served, may not exceed \$500.00 per month.
- 1.11 **Late Fees.** Fines not paid within 10 days shall accrue interest at the rate of 1% per month and a late fee of \$25.00. An additional late fee shall be assessed for each and every 30 day period the fine remains unpaid after it is due. No interest or late fees may accrue until 10 days after a hearing (if requested by the unit owner) has been conducted and a final decision has been rendered by the management committee.
- 1.12 **Protesting the Fine.** A unit owner who is assessed a fine may request an informal hearing to

protest or dispute the fine within 30 days from the date the fine is assessed (which is the date written on the notice of fine). The unit owner protesting the fine shall request the informal hearing by delivering a written request to any member of the management committee stating the grounds for the protest or dispute and setting forth in detail the following:

- 1.12.1 the grounds for the protest, including any unusual circumstances justifying a reduction in the standard fine;
- 1.12.2 the facts relied upon by the protesting unit owner with respect to the violation or non-violation of the bylaw, rules or regulations;
- 1.12.3 the amount of the fine the unit owner claims should be paid and the reasons supporting that claim; and
- 1.12.4 any errors made by the management committee in calculating, assessing, or collecting the fine.

1.13 **Informal Hearing.** Within 21 days of receiving the written request for hearing, the Management Committee shall schedule an informal hearing at which time the requesting unit owner will be given an opportunity to present evidence and witnesses supporting the unit owners position. No formal rules of evidence will be required, and the Management Committee can receive the evidence submitted by the requesting unit owner and determine the probative value of such evidence. If it chooses and if it would be of benefit to the requesting unit owner, the Management Committee may also produce evidence supporting its decision to fine the unit owner. However, the intent of the hearing is listen to the violating unit owners explanations and not to have a trial. The Management Committee may terminate the hearing at any time if any individual present becomes unruly, inconsiderate or rude.

1.14 **Decision of the Management Committee.** The Management Committee may, after the requesting unit owner has had the opportunity at the hearing to present the evidence desired, may either:

- 1.14.1 leave the amount of the fine as originally stated;
- 1.14.2 reduce the fine to an amount agreed upon by a majority of the Management Committee present at the hearing;
- 1.14.3 reduce the fine to an amount agreed to by the offending unit owner with the agreement that the offending unit owner will pay the fine within 10 days and not appeal the fine in district court;
- 1.14.4 suspend all or a portion of the fine conditioned on the unit owner not repeating the violation for 180 days; or
- 1.14.5 forgive the fine.

The Management Committee shall render its written decision no later than ten (10) days after

the date of the hearing.

1.15 **Appeals.** A unit owner may appeal a fine by initiating a civil action within 180 days after:

1.15.1 a hearing has been held and a final decision has been rendered by the Management Committee, or

1.15.2 the time to request an informal hearing has expired without the unit owner making such a request.

1.16 **Lien.** A fine assessed which remains unpaid after the time for appeal has expired becomes a lien against the unit owner's interest in the property in accordance with the same standards as a lien for the nonpayment of common expenses under U.C.A. § 57-8-20.

1.17 **Promulgation of Additional Rules and Fines.** The Management Committee is authorized to adopt and to amend the condominium administrative rules and regulations as may be necessary or desirable to insure the condominium is maintained and used in a manner consistent with the interests of the unit owners, to protect and enhance the quality of life in the condominium complex, to protect the property values of the condominium units, to ensure a quality and enjoyable lifestyle, and to respect the rights and privileges of all residents to be free from the annoyance, disturbance and nuisance of others. The method by which the Management Committee may adopt new condominium rules shall be as follows:

1.17.1 New rules shall be adopted at a regular or special meeting of the Management Committee. The rule shall be in writing and voted on and approved by a majority of the members of the Management Committee. If the violation of the new rule shall have a fine associated with it, the amount of the fine shall be stated in the rule and included in Exhibit "A".

1.17.2 Prior to the new rule becoming enforceable, the Management Committee shall cause to be delivered, personally or by regular U.S. mail, a copy of the new rule to each unit owner. If a unit owner is not living in his unit, the Management Committee shall cause to be posted on the door of the unit owner a copy of the new rule. The new rule shall become enforceable five (5) days from the day it is mailed to each unit owner or posted on the door of an absentee unit owner.

1.17.3 Rules adopted in this manner shall deal only with the health, safety or welfare of condominium residents or condominium property. Rules adopted by the Management Committee may also be used to clarify provisions in the declaration, bylaws, or condominium rules and regulations, or to change the amount of a fine associated with the violation of the rule.

1.17.4 Rules adopted by the Management Committee shall have the same force and effect as rules contained in the declaration, the bylaws, or other administrative rules and regulations adopted by the condominium association, including the power to collect fines from those who violate these rules.

1.18 **SEVERABILITY** If any phrase contained in these Community Rules or provision of these Community Rules, or any paragraph, sentence, clause, phrase, or word, or the application thereof, in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of the Community Rules, or the phrase or paragraph in which it is contained, and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

EFFECTIVE DATE

These Community Rules shall take effect five (5) days after they have been distributed to the unit owners and residents of Chateau Park Condominiums.

CERTIFICATION

It is hereby certified that the Management Committee of Chateau Park Condominium at a duly called and constituted meeting of the Management Committee approved and consented to the Community Rules stated herein.

This 17th day of July, 2004.

Chateau Park Condominium Management Committee

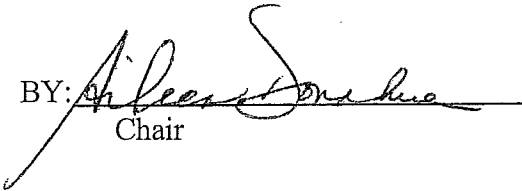
BY: 
Chair

EXHIBIT A

AMOUNT OF FINE*

1ST Offense	2ND Offense within 90 days	3RD or more Offense within 90 days	RULE
\$25	\$50	\$90	<ul style="list-style-type: none"> • parking in restricted areas such as fire lanes • parking in areas other than marked parking stalls • parking in another's reserved parking stall • parking in front of garbage dumpster • parking in areas marked with "no parking" signs • parking in areas not permitted on the condominium parking map • violation of any parking rule contained in the declaration, bylaws, or condominium rules • parking recreational vehicles or boats on condominium property • parking more cars than the number permitted on condominium property • parking unregistered or inoperable vehicles in the common area for more than 30 days
\$35	\$70	\$100	<ul style="list-style-type: none"> • driving faster than conditions safely permit.
\$25	\$50	\$100	<ul style="list-style-type: none"> • performing maintenance or mechanical work on vehicles (including motorcycles & ATV's) in the common area.
\$35	\$70	\$100	<ul style="list-style-type: none"> • leaving trash, garbage, or clutter on the unit's patio or doorstep, or otherwise maintaining the patio or doorstep in an unsightly, unclean, or unsanitary condition.
\$50	\$100	\$150	<ul style="list-style-type: none"> • misuse or damage to the common area by attaching satellite dishes, awnings, signs, lights, or any other item to the common area, without the written permission of the Management Committee • causing damage to the common area (lawn, roof, gutters, plumbing, parking area, sidewalk, carport, sprinkler system, flowers or shrubs) • damage to the unit, limited common area or common area (lawn, parking area, sidewalk, driveway, sprinkler system, flowers or shrubs).