

Rules and Regulations of Heather Ridge Condominiums Updated 1/2021

1. **Definition of Unit Owner:** Unless the context clearly indicates otherwise, as used in these rules and regulations the term "Unit Owner" shall be deemed to include not only the unit owners, but also their families, employees, agents, renters, lessees, visitors, and licensees.
2. **Responsibility of Home Owner:** The person or entity that owns the unit shall be responsible for all the violations of the Rules and Rules of Heather Ridge Condominiums committed by Unit Owners or their tenants, agents, and visitors.
3. **Single Family Residence Only:** No part of the property shall be used for any purpose except housing purposes for which the property was designed. Each unit shall be used as accommodations for a single family and its guests.
4. **No Rentals:** Subject to the provisions of the 2010 Declaration, rentals are prohibited in Heather Ridge. No Unit Owner who occupied, purchased, transferred or obtained an interest in a condominium in Heather Ridge after the 2010 Declaration was approved and recorded is allowed to rent said condominium. Any owner in violation of the no rental provision is subject to fines as outlined in the 2010 Declaration.
5. **No Obstruction to Common Area/Breezeway Storage:** Nothing is permitted on the breezeways except for a doormat immediately in front of Unit Owner's entrance. In the event of remodeling or the need to temporary place items on the breezeways, Unit Owners should request and receive consent of the Management Committee. The Common Areas and Facilities and Limited Common Areas and Facilities shall be kept free and clear of rubbish, garbage bags, debris, grills, bicycles, scooters, pet bowls, skateboards, and all other personal items. No obstructing personal property shall be placed in the breezeways or on the staircase landings. Cooking is prohibited on the breezeways. 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. Each unit owner shall also keep the Limited Common Areas and Facilities appurtenant to his Unit in a clean and sanitary condition. Any personal items left in the common areas and breezeways subject the Unit owner to fines and disposal by the Management Committee and its agents. In addition, no painting, maintenance or repairs are permitted in the common area/ breezeway storage area.
6. **Breezeway Decorations:** No breezeway of any building shall be decorated or finished by any Unit Owner in any manner. Unit Owners are permitted to decorate their individual doors. Unit Owners are not permitted to decorate screen doors in any manner.
7. **Displays in Windows or on Exterior:** Unit Owners shall not cause or permit anything to be done or displayed or placed on the outside of windows, outside walls or doors of the buildings, and no signs, awnings, 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.
8. **Window Enclosures or Awnings:** No windows shall be enclosed or covered by any awning or otherwise enclosed without the prior written consent of the Management Committee.
9. **Responsibility for Common Area Damage:** Because it would be unfair for all residents to pay for damage of any of the Common Areas or Facilities made by someone else, each homeowner is personally responsible for any damage made by him/her or by his/her family, tenants, guests, agents or pets. Please report any damage to the Management Committee as soon as possible. The Management Committee will assess a home owner for any damage to community property caused by Unit Owners, tenants, guests, agents or pets.
10. **Animals:** No livestock or poultry of any kind shall be permitted, raised, bred, or kept in any Unit, parking area or in the Common Areas and Facilities or Limited Common Areas and Facilities at any time.
11. **No Pets:** No pets are allowed on the premises unless excepted by law or by written consent from the Management Committee. Cats are allowed with the Management Committee's written consent. Unit owners having a cat without the consent of the Management Committee are subject to fines. Cats must be on a leash or harness and under the direct control of Unit Owners while in the common areas. Unit Owners must immediately clean up after their animals. Feeding any animal in the common areas is strictly prohibited. If a Unit Owner's animals become a nuisance to a neighbor or the community, the Management Committee reserves the right to revoke its consent. The Management Committee also reserves the right to have animal control or a private entity remove any unattended animals on the premises.

12. No Dogs on the Premises: Dogs are prohibited in the Heather Ridge governing documents, unless excepted under law. Excepted owners must immediately notify the management committee and the property manager of the exception and provide documentation. Owners will be fined for not notifying the property manager. The Management Committee may periodically check the documentation for expiration or fraud. Any owner who provides the committee with fraudulent documentation is subject to fine. In addition, any excepted animals must be on a leash at all times and within control of owners. Owners must immediately clean up after the animals. Owners with dogs off leash and or fail to immediately clean up after their pets are also subject to fines.

13. No Obnoxious, Offensive, or Nuisance Behavior or Noise: No obnoxious or offensive activity shall be carried on in any Unit or in the Common Areas and Facilities, or the 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 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 or suffer to be played upon any musical instrument or operate or suffer to be operated a television set, radio or any device in the premises in a manner which disturbs or annoys other unit owners. No unit owner shall conduct or permit to be conducted vocal or instrumental practice, nor give nor permit to be given, vocal or instrumental instruction in a manner which disturbs or annoys other unit owners. In addition, any individual unit remodeling and or repair involving nuisance behavior or noise shall not commence before 9 am and shall finish by 6pm unless permitted by the Management Committee.

14. Quiet time: In addition to all of the provisions within rule 13, all residents and their guests are to observe quiet time within all areas of Heather Ridge between the hours of 10:30 pm to 7 am. During quiet time, Unit Owners should keep all noise to a minimum as not to disturb other residents. No noise above normal conversation level is permitted.

15. Smoking: Smoking is prohibited inside of all units. Smoking is also prohibited in all outdoor areas of Heather Ridge including all limited common areas and all common areas except for within a 10 feet radius of the designated smoking benches. (These benches are located west of building 3985 near the community entrance, north of building 4003 and east of the dumpsters, and the far south side of the parking lot east of building 4003.) Smoking outside of the designated smoking areas is subject to fines. This includes all parking areas, asphalt, pavement, grass areas etc. Smoking is also prohibited inside a vehicle outside of the designated smoking areas. For the purpose of this rule, in addition to tobacco smoke, vaping, e-cigarettes, and illegal substances are defined as smoking. Where smoking or drug use is in violation of state law, the management committee and or the property manager may report and provide evidence to law enforcement.

16. Alcohol: The consumption of alcohol is prohibited in all of the common areas. Open containers of alcohol are also prohibited in the common areas.

17. Anti-social Behavior: Unit Owners and their guests shall not engage in anti-social behavior in the common areas. Anti-social behavior includes but is not limited to, physical fighting, playing music in the common area without using head or ear phones, speeding in the parking areas (more than 5 miles per hour), damaging or defacing community property, shouting or yelling profanities while in the common areas.

18. Communal Activity Within 10' of Buildings: Community members and their guests, and or pets, shall not gather, play games, sports or any other communal activities within 10 feet of any building or within any parking area without a written exception from the management committee. This includes but is not limited to, throwing or kicking a ball or object, golf, baseball, basketball, soccer, football, skateboarding or any sport or activity. Parents should ensure their children do not play in the parking areas. Violators are subject to fines.

19. Littering: Littering is prohibited. Trash or waste must be properly placed in dumpsters. Littering includes but is not limited to garbage, discarded furniture and cigarette butts.

20. **Parking:** Each unit is allotted one covered and one uncovered parking stall for their vehicles. A maximum of two (2) registered vehicles per unit are permitted on the premises, due to the lack of additional parking throughout the Association. Please be aware that all parking areas shall be used only for the parking of automobiles, motorcycles, and other self-propelled wheeled conveyances. No boats, trailers, un-mounted campers, motor homes or mobile homes shall be parked in any parking areas. 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 a fire lane or any red curb area. In addition to any fines, any infractions to the parking rules can result in the offending vehicle being towed at the owner's expense.

21. **Parking Registration:** Unit Owners must register their vehicles with the property manager. Proper registration shall include: the vehicle owner, model, make, color and license plate of the vehicle. Non registered and/or non-licensed vehicles are subject to fines and towing at the owner's expense.

22. **Residential Parking Permits:** New owners are required to obtain parking permits from prior owners or purchase new ones from the property manager. Replacement permits can be obtained for twenty-five dollars per permit from the property manager. Permits must be registered with the property manager to be valid. A resident parking tag may only be used with the vehicle to which it is registered. All vehicles must display their permits when parked in Heather Ridge. Failure to display a permit or using a wrong permit or non-registered permit, may lead to the vehicle being towed at the owner's expense.

23. **Visitor Permits:** New Unit owners are required to obtain visitor permits from prior owners or purchase new ones from the property manager. Permits must be registered with the property manager to be valid. Replacement permits may be obtained for twenty-five dollars from the property manager. The visitor permit must be displayed at all times and be valid. The visitor parking permit is solely for non-residents and visitors. Residents are not allowed to use a visitor permit for a residential vehicle without written consent from the Management Committee. Unit owners are responsible for any parking infraction by their guests. Unit Owners violating the provisions of the visitor parking permit, may have their permit revoked and be fined accordingly.

24. **No Repairs Permitted in the Parking or Common Areas:** No repair, lubrication, or other maintenance of any kind shall take place in the parking or common areas and any automobile, motorcycle or other self-propelled wheeled conveyance parked therein shall at all times be currently licensed and in running order. However, the following are permitted within this provision: changing tires, changing air filters and changing windshield wipers are permitted. Adding oil, brake fluid and windshield wiper fluid is also permitted. Oil changes and all other forms of maintenance are prohibited.

25. **No Common Area Alteration or Construction:** No Use of Common Utilities: Nothing shall be altered or constructed in or removed from the parking areas, Common Areas and Facilities, or Limited Common Areas and Facilities except upon the prior written consent of the Management Committee. No unit owner shall be permitted to hook in to the common utility supply lines, such as gas, electricity, or other utility services, without prior written consent of the Management Committee. Drawing or graffiti of any kind in or on common areas is also prohibited.

26. **No Impairment to Structural Integrity:** Nothing shall be done in or on any unit, in or on 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.

27. **No Businesses or Signs:** 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 unless you have prior written consent of the Management Committee.

28. **Keep Units Clean; No Debris Out of Windows or Doors:** Each unit owner shall keep his 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, or breezeways thereof any dirt or other substance. No rugs or mops be shaken or hung from or on any of the windows, doors, or breezeways.

29. **Windows and Window Coverings:** Draperies, curtains, blinds, screens and glass must be maintained by each unit owner on all windows of his or her unit at all times. Any broken windows must be fixed immediately. Any broken draperies, curtains, blinds, screens or windows must be fixed immediately.

30. No Laundry Etc. Hanging Outside; Common Area Free of Debris, Etc.: 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. This includes but is not limited to any and all window based cooling systems.

31. No Flammable or Combustible Materials: No unit owner shall at any time bring into or keep in the unit any flammable, combustible or explosive fluid, material, chemical, or substance. Household cleaning materials, food and culinary items are excepted from this provision.

32. Radio, Television, Electrical Equipment: 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.

33. Pest Control – Board or Agent Access: The agents of the Management Committee or Manager and the contractor or workman authorized by the Management Committee or Manager may enter any unit in the buildings at any reasonable hour after 48 hours notice, (except in case of an emergency) for the purpose of taking measures as may be necessary to control or exterminate any such vermin, insects, or other pests.

34. Nothing to Cause Insurance Increase: Nothing shall be done or kept in any Unit, parking area, Common Areas and Facilities, or Limited Common Areas and Facilities which will increase the rate of insurance on the property without prior written consent of the Management Committee. No Unit Owner shall be permitted anything to be done or kept in his Unit, assigned parking area, 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.

35. Federal, State and Local Law: 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 Salt Lake County, and shall save the Management Committee or the other unit owners harmless from all fines, penalties, costs or prosecutions for the violation thereof or noncompliance therewith.

36. Notice: Digital notices including but not limited to email, texts and instant messages, will be deemed the same as written notices.

37. Violations: Community members are urged to report and document violations to the property manager. Management Committee members witnessing violations can report the violation to the property manager and the property manager will issue a fine or a warning.

38. Fines: Any and all violations of the CC&Rs By-laws and Rules and Regulations are subject to fines.

39. Fine Structure:

First Violation: Warning Notice

Second Violation: \$100

Third Violation: \$150

Fourth Violation: \$250

Fifth Violation: \$500

40. Appeals: Community members can appeal a fine in person or in writing at the next board meeting. The Management Committee can dismiss a fine with a 2/3 majority vote of the existing Management Committee members. Community members wishing to appeal should notify the property manager. Management Committee members should not dismiss a fine unless it was wrongly applied or there are extenuating circumstances that warrant dismissal.

41. Exceptions: The Management Committee may grant or revoke an exception to the Rules and Regulation of Heather Ridge by a 2/3 majority vote of the existing Management Committee members. Any exception to the Rules and Regulations of Heather Ridge granted by the Management Committee shall be in writing and shall be valid only until the next annual meeting except for exceptions outlined in the Declaration. The maximum time, the Management Committee may grant an exception is twelve months. After the exception expires, Unit Owners may apply for another exception.

42. Rules Amendment: The Rules and Regulations may be added to, amended or repealed at any time by a 2/3 majority vote of the existing Management Committee members.