

**I. RULES AND REGULATIONS FOR OWNERS (BOTH TOWNHOUSES AND ADJUNCT MEMBERS)**

**A. CONTACT INFORMATION**

1. Owners are responsible to ensure that the Association has on file the following information for the owner and their property manager, if applicable:
  - i. Valid e-mail address
  - ii. Mailing address
  - iii. Phone number(s)
  - iv. Primary residence address
2. This information is considered confidential and is maintained for the use of the Management Company and Board for official Association business.

**B. DELINQUENT PAYMENTS ON ASSESSMENTS**

1. Assessments not paid by the due date are considered delinquent.
2. A late fee of \$50 per month shall be assessed, in addition to finance charges prescribed by the CC&Rs.
3. At 45 days after the billing date, a copy of the delinquent installment on the assessment may be sent.
4. At 60 days after the billing date an attorney's letter may be sent.
5. At 80 days after the billing date the Board may direct an attorney to file a lien on the unit.
6. At any time after 80 days the Board can foreclose on the unit.
7. These time lines can be shortened or extended at the Board's discretion.
8. Late fees and interest charges incurred by Association members may be credited at the discretion of the Board.
9. Monthly statements shall be delivered electronically. It is the responsibility of each homeowner to keep a valid email address on file with the association.
10. Failure to receive a monthly statement does not absolve a homeowner from making required payments to the association.

**C. OWNER RESPONSIBILITY**

1. Owners are responsible to advise their managers, agents, tenants and guests of the Declaration and Rules and Regulations of the Association.
2. Owners are responsible for the enforcement of these rules with their managers, agents, tenants and guests.
3. Owners are responsible for notifying the Association Liaison regarding the need for any repairs that are the obligation of the Association.

**D. PARKING**

1. Overnight street parking is not permitted.
2. Recreational vehicles (such as campers, jet-skis, snowmobiles, boats, trailers, motor-homes, sprinter vans and other oversized vehicles) may not be parked on driveways, roads and common areas, but may be parked inside of a garage.
3. All vehicles parked within common areas must be operable and currently registered.

**E. PETS & ANIMALS**

1. Pet owners are advised to review Section 6.06 "Animals and Pets" of The Declaration, the Park City Municipal Code Title 7 "Animal Control", and the Park City Municipal Code Title 6-3-8 (E) "Animals".
2. Dogs must be kept on-leash at all times when in the common areas.
3. Pets must be kept in owner control at all times when in the common areas.
4. Pets may not be tied up on grassy areas or unit porches/decks nor may enclosures designed to house or exercise pets be placed or constructed on the exterior of any unit.
5. Owners must clean up and properly dispose of all droppings made by their pets in all common areas, including, but not limited to, lawns, flowerbeds, driveways and walkways.



6. Renters and guests of owners must comply with all FVHOA rules and regulations.
7. Permission to keep a pet in Fairway Village may be revoked by the Board for persistent barking or whining or for aggressive behavior.
8. Owners who wish to keep an animal other than a common household pet (e.g., dogs, cats, domestic birds, guinea pigs, white rats, rabbits, mice, and other similar animals generally considered by the public to be kept as pets, excluding fowl. must apply in writing to the Association for permission.
9. Enforcement of animal control violations is deferred to the Park City Police Department. Owners may report violations by calling (435) 615-5500.

**F. QUIET HOURS**

1. Quiet hours must be observed from 10:00 pm to 7:00 am.
2. Quiet hours are defined as sound at a volume low enough to be inaudible inside neighboring homes, townhomes and triplexes.
3. Owners are referred to The Park City Municipal Code (Title 6) "Health, Nuisance Abatement, Noise" for more information.

**G. SPEED LIMIT**

1. The maximum speed limit on all Fairway village streets is 15 miles per hour.

**H. TRASH/RECYCLABLES**

1. All trash and recyclables should be placed in approved containers.
2. Containers may be placed on the street the night before trash and recyclables collection days.
3. Containers must be stored back in the unit garage by 10 pm on trash collection day. Containers are to be stored inside garages (not left in front of garage doors, entries, etc.).
4. Directions and the calendar for trash and recyclables collection may be found at <http://www.co.summit.ut.us/>

**II. RULES AND REGULATIONS FOR TOWNHOUSE OWNERS**

**A. AIR CONDITIONERS**

1. Owners wishing to add a new or upgrade an air conditioner must submit an architectural change form for approval by the Board including construction drawings/descriptions. (Replacements that do not constitute a change in location or size of the air conditioner do not require a form.)
2. The air conditioner must be installed behind or to the side of the unit.
3. The air conditioner must meet Park City noise standards and must be installed in such a way as to not create a noise nuisance for neighbors.
4. If complaints are received from neighbors regarding the noise of the air conditioner, steps to mitigate the problem(s) must be taken by the owner.

**B. ARCHITECTURAL CHANGES**

1. Owners must submit an architectural change form for any and all changes that affect the exterior of the unit (including landscaping, statuary and yard ornamentation) and for any interior changes that alter the internal structure of the townhouse.
2. The architectural change form must specify the amount, type, and location of construction equipment (such as dumpsters and portable toilets) to be placed on-site and the length of time it will be in place.
3. The architectural change form must be approved by the Board prior to getting a Park City building permit and before the change is made.
4. Filling out the architectural change form by the owner does not guarantee that the change will be approved.



5. Failure to complete and properly submit the architectural change form and/or provide copies of building permits may result in a fine and/or requirement that the change be restored to its original state at the discretion of the Board.
6. Architectural change forms, properly completed with necessary information, will be acted on within 30 days of first presentation to the board at a board meeting.
7. During construction, the area must be kept clean of debris on a daily basis. Construction equipment, supplies, materials, machines, trailers, boxes, etc. must be stored inside the unit or garage and are not permitted in the common area or driveways.
8. Construction trailers are not permitted overnight and must be moved daily by the contractor. Owners wishing to have construction trailers parked overnight must obtain written pre-approval from the Board.
9. Construction employees and other vehicles must not park on the street in such a way that traffic is impeded or cannot pass.
10. Any construction damage to common areas must be repaired/replaced at the owner's expense, and any necessary changes to the landscape sprinklers to maintain adequate irrigation of the lawn and landscape bed areas must be done at owner expense.
11. Dumpsters are limited to one per project and permitted only on the driveway for a maximum of one month. After one month, the dumpster must be moved inside the garage for the remainder of the project or a request for an extension submitted to the Association. Dumpsters may not block access to another unit and are not permitted to be fully or partially in the common area.
12. Outdoor portable toilets are not permitted when the home contains one or more operable indoor toilets.
13. Construction projects must be completed within one year of approval by the FVHOA.

**C. DECKS AND RAILINGS**

1. Owners are responsible to maintain the good condition of decks and railings.
2. Owners wishing to replace or extend and/or change their decks or railings must submit an architectural change form for approval by the Board before work begins.
3. When decking material and railings are replaced, owners' may, as an option, use a Trex type product to replace the redwood and or fir. If a "Trex" type product is used, adequate structural support must be made. i.e. additional deck joists installed as per the product specifications.
4. Owners must use a licensed contractor to do work on decks and/or railings and obtain a city building permit as required.

**D. ELECTRIC FENCES**

1. Electric pet fences may be installed only with permission of the board via architectural change request.

**E. ENTRY WALKS TO UNITS**

1. Owners wishing to add a new or replace an entry walk to the unit must submit an architectural change form for approval by the Board including construction drawings/descriptions.
2. Entry walks to units may be replaced with stamped concrete in a red stained color (red sandstone), brick pavers, or with a material consistent with the material being replaced.
3. Owners must use a licensed contractor to do work on entry walks and obtain a city building permit as required.

**F. GARAGE DOORS**

1. Garage door mechanical maintenance and replacement is the responsibility of the individual owner.
2. Owners wishing to replace their garage door must submit an architectural change form for approval by the Board before replacement of a garage door.



**G. HOT TUBS**

1. Owners wishing to add a new or replace a hot tub within any common area (deck, patio, etc.) must submit an architectural change form for approval by the Board including construction drawings/descriptions that describe:
  - i. The location of the hot tub with respect to the deck and building.
  - ii. Construction techniques to be used.
  - iii. Types of materials to be used on any deck support structures.
  - iv. Location of the power supply for the tub and how it will lead to the tub mechanism.
2. The new deck, located around the hot tub, be adequately supported and conform to all City building standards and codes.
3. Owners must use a licensed contractor to do work on decks and/or railings and obtain a city building permit as required.
4. Adequate noise mitigation must be in place to quiet the tub operation. Quiet is defined as a noise level that cannot be heard inside neighboring homes.

**H. INSURANCE**

1. Each owner is strongly encouraged to maintain an owner's insurance policy that includes coverage of the Association's master policy deductible of \$25,000.
2. In addition, each owner is advised to maintain an owner's insurance policy which covers personal contents, scheduled items, personal liability protection, loss of use/additional living expenses or loss of rents, loss of assessment coverage, or any other additional coverage not provided by the association – all items not covered by the Association's master policy.
3. If a claim is submitted against the owner association's master policy, the owner will be responsible for paying the Association's master policy deductible of \$25,000.
4. Owners are responsible for reporting to management any improvements or upgrades that have been made to the unit that may impact the coverage necessary on the Association's master policy. Failure to do so may impact the coverage available.

**I. LANDSCAPED BED MAINTENANCE**

1. Owners who wish to assist with maintaining their own flowerbeds, including weeding, mulching, edging and planting of ground cover or other plants, are encouraged to do so.
2. Owners who desire to have Mugo Pines and/or Junipers removed from bed areas around their home may submit an architectural change form to the Board that includes plans for the re-vegetation of the bed/area at the owner's expense. Upon approval, the Association will arrange for the removal of the Pines/Junipers.
3. The Association is not responsible for replacement of annual type plantings (flowers that only last one year).

**J. MAIN ENTRY DOORS AND DECK SLIDING GLASS DOORS**

1. Owners wishing to replace their main entry doors or deck sliding glass doors must submit an architectural change form for approval by the Board before replacement.
2. Living room sliding glass doors may be replaced with a metal frame in a bronze color similar to what has been used on other units. The door may be either a three- or four-panel configuration.
3. Main entry doors may be replaced only with a solid core, stain-grade wood door. New doors must be of the same height and width as the door that was replaced. Glass panes may be included at owner discretion.

**K. SATELLITE TV DISHES**

1. Basic cable TV service is provided as a part of the monthly Association dues.
2. Owners wishing to add a new or replace a satellite TV dish must submit an architectural change form for approval by the Board including construction drawings/descriptions.
3. The dish must be installed so that it is not within view of other units and any cabling must be hidden from view.



**L. SKYLIGHTS**

1. Owners wishing to add a new or replace a skylight must submit an architectural change form for approval by the Board including construction drawings/descriptions.
2. Skylights are installed and maintained at the owner's expense.
3. Owners must use a licensed contractor to do work on skylights and obtain a city building permit as required.
4. The roof structure must not be compromised by the installation and all roofing material, flashing, etc. must be restored to the proper condition.
5. The skylight frame must be made of steel in a bronze color.

**M. ATRIUM DECKING**

1. "Atrium decking" exists in the entry areas to odd numbered townhouses on the upper block of Fairway Village Drive. Atrium decking is considered to extend from the top of the steps at sidewalk level to the front doors, inclusive of all contiguous decked space.
2. Where decking has been replaced with an alternate material such as paver stones or brick, the area shall still be considered "atrium decking" for the purposes of Fairway Village rules.
3. Areas of atrium decking separated by a physical divider shall be considered limited common area appurtenant to the individual units on respective sides of the divider. As upkeep of limited common areas is the responsibility of individual owners, upkeep of this decking is the responsibility of individual owners.
4. Maintenance of atrium decking not separated by a physical divider – including entryway steps – is considered the shared responsibility of both neighboring townhomes.
5. At no time shall any owner make alterations to any part of the atrium decking that causes a disharmonic appearance among all parts of atrium decking. For example, no owner shall make an improvement to limited common area decking without making corresponding improvements to shared areas.
6. Any alteration to atrium decking must be approved by the Board. Alterations to one part of atrium decking that pose an undesirable contrast to other parts of atrium decking will not be approved.
7. Where atrium decking is of poor appearance, in the sole judgment of the board, one or both owners "sharing" the atrium area may be assessed by the Board for the cost of improvements.

**N. EXTERIOR STRUCTURAL CHANGES**

1. Architectural changes that alter the "envelope", or physical boundaries, of townhouses generally are not permitted. Alterations that fall into this category include expansion of the physical walls of townhouses, and changes to townhouse rooflines.

**O. OTHER COMMON AREA RESTRICTIONS**

1. As the common area exists for the enjoyment of all owners, items such as lawn ornamentation, furniture, lighting, athletic equipment, and compost bins may not be permanently placed or stored in common area.
2. Storage of firewood is restricted to non-street-facing limited common areas such as back or side decks. No more than a half-cord of firewood may be stored outside a townhouse at any time.
3. Usage of both common area and limited common area, including storage of items, may be restricted at the discretion of the board.

**P. RENTALS**

1. No owner shall market a unit for sale or rent for any purpose prohibited by the association, including but not limited to occupancy by more than two persons per bedroom, or any use in violation of the law.



### **III. FINE AND HEARING PROCESS FOR OWNER (ADJUNCT AND TOWNHOUSE) VIOLATIONS OF THE DECLARATION, BYLAWS, AND/OR THE RULES AND REGULATIONS**

#### **A. FINES FOR VIOLATIONS OF THE DECLARATION AND/OR RULES AND REGULATIONS**

Any violation of the Declaration and/or rules and regulations shall be subject to a fine according to this schedule:

1. 1<sup>st</sup> Violation: warning
2. 2<sup>nd</sup> Violation or failure to cure after 1<sup>st</sup> Violation: \$50.00
3. 3<sup>rd</sup> Violation or failure to cure after 2<sup>nd</sup> Violation: \$100.00
4. 4<sup>th</sup> violation and all subsequent violations or failure to cure after 3<sup>rd</sup> violation or subsequent violations: \$200.00 not to exceed \$500.00 per month additional for fines or legal action.

#### **B. ENFORCEMENT**

Enforcement remedies are cumulative; accordingly, the Board reserves its right to pursue any enforcement action authorized by law or the Declaration at any time during the fining process.

#### **C. FINES**

1. Before assessing a fine, the Association shall give the owner a written warning via email that: (i) describes the violation, (ii) states the rule or provision off the Association's governing documents that the owner violated, (iii) states that the board may, in accordance with the provisions of this section, assess fines against the lot owner if a continuing violation is not cured or if the lot owner commits similar violations within one year after the day on which the board gives the lot owner the written warning or assesses a fine against the lot owner under this section; and (iv) if the violation is a continuing violation, states a time that is not less than 48 hours after the day on which the board gives the lot owner the written warning by which the lot owner shall cure the violation.
2. The Association may assess a fine against an owner if: (i) within one year after the day on which the Association gives the owner a warning, the lot owner commits another violation of the same rule or provision identified in the written warning; or (ii) for a continuing violation, the lot owner does not cure the violation within the time period stated in the warning; (iii) each time the owner commits a violation of the same rule or provision within one year after the day on which the board assesses a fine for a violation of the same rule or provision; or (iv) allows the violation to continue for 10 days or longer after the day on which the Association assesses the fine.

#### **D. INFORMAL HEARING PROCEDURES**

3. If a fine is levied, the offending Owner shall have the right to request an informal hearing with the Board to protest or dispute the fine. A request for hearing must be made in writing within (30) days from the date the fine is levied.
4. The hearing shall be conducted at the next regularly scheduled Board meeting or another date set by the Board. The Board shall give notice of the date, time, and location of the hearing to the requesting Owner. Notice of the hearing shall be delivered to the requesting Owner by email. If the hearing date is unacceptable to the requesting Owner, they shall be entitled to one (1) continuance of the hearing date. To receive a continuance, the requesting Owner shall deliver a written request for continuance to the Association. The request must be received by the Association prior to the original hearing date. The continued hearing shall, within reason, take place at the second Board meeting after the receipt of the original request for hearing. Failure by a requesting Owner to appear at a hearing or continued hearing shall result in a waiver of the requesting Owner's right to hearing and the fine shall be deemed uncontested
5. The hearing shall be conducted by a minimum of three (3) Board members. The requesting Owner shall be given fifteen (15) minutes to dispute the fine. The requesting Owner may present documentation or witnesses to dispute the fine. The Board may question the requesting Owner or witnesses during the hearing. After hearing the requesting Owner's position and evidence, the Board may either render its decision at the hearing or take the



evidence and argument under advisement. If the Board takes the evidence under advisement, they shall render a final decision within seven (7) days of the hearing. Once a decision is rendered, the Association shall give written notice of their decision to the requesting owner. All decisions of the Board are final.

6. Interest and late fees shall not accrue on fines until after the time for hearing has passed, or, if a hearing is conducted, after a final decision has been rendered.