

Greyhawk Condominiums

Rules and Regulations

Revised July, 2019

Approved by Committee vote on July 31, 2019

Amended by Committee* Vote April 29, 2021

INTRODUCTION

Welcome to Greyhawk. As you know, living in a condominium project is not like living in a “typical” neighborhood. At Greyhawk we share-facilities, but we also share responsibilities which require our commitment to the property and to the people who own and occupy the complex. To enable these goals, Greyhawk relies on foundational documents which are intended to serve the rights of all owners and occupants, as well as maintain the value and beauty of the property. This document has been adopted in accordance with the Declaration of Covenants, Conditions and Restrictions, its Amendments and Bylaws for Greyhawk. These Rules and Regulations have been approved by the Greyhawk Management Committee and are intended to protect the value of your assets and to facilitate the health, safety, well-being and enjoyment of all owners, residents and guests. Of course, your cooperation and engagement are essential for the community to accomplish these goals. Please read carefully, and be sure your family members, renters and guests understand the rules and regulations completely. If you have any questions, please contact the Association through the address and number provided:

Ptarmigan Property Services
P.O. Box 680820
Park City, Utah 84068
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***Added Rules on Assist Animals**

A. DEFINITIONS

The words used in this document shall have their ordinary and usual meanings or those definitions provided by the Utah Condominium Ownership Act or the Declaration of Covenants, Conditions and Restrictions for Greyhawk; provided, however, the following key terms shall have the meanings indicated unless the context clearly requires otherwise:

Association: The Greyhawk Condominium Association.

Guest: A visitor, invitee or person whose temporary presence at Greyhawk is approved by or is at the request of a particular resident.

Homeowner: A person who, in the Office of the County Recorder of Summit County, Utah, is the vested owner of record of a unit at Greyhawk.

Occupy, Occupies or Occupancy: Staying overnight in a particular Unit for at least sixty (60) days during and twelve (12) month period.

Permanent Resident: A person who resides in the Project for more than four (4) consecutive weeks or for more than eight (8) weeks in any twelve (12) month period.

Person: A natural person, corporation, partnership, trust, limited liability company or other legal entity.

Resident: A person who occupies a Unit at Greyhawk.

Tenant: A person who rents or leases a Unit at Greyhawk from the Homeowner.

Common Areas and Facilities: Refers to the portions of the Greyhawk Complex which are used "in common" by owners and others and specifically not included within a respective unit.

Limited Common Areas: Refers to those areas intended for exclusive use by adjacent Unit Owners, as specified herein and as more particularly identified in the recorded Survey Map.

B. GENERAL RULES

1. No unit or common area shall be used, occupied or altered in violation of any law or illegal activity in an unhealthy, unsanitary or unsafe manner, or so as to detract from the appearance or value of other units, or as to create a nuisance. This includes, without limitation, creating or allowing unreasonable amounts of noise, playing stereos, televisions or other electronic devices unreasonably loud, particularly the bass, allowing

unreasonable traffic to and from the unit, or creating noxious, unpleasant or foul smells and odors.

2. Sidewalks, porches, patios and parking areas are not to be used in any manner that will limit access to and from any unit or detract from the aesthetics of the project, create an unsafe or unsightly condition, or interfere with the general scheme, design, appearance or decor of the building or grounds as a whole.
3. Residents are not permitted to install or have antenna, aerials, television cable connectors, reception devices or satellite dishes outside their unit or limited common area, including without limitation on the roof, exterior building walls or common area.
4. Window treatments, visible to the outside, must be consistent with the original shades in color and structure, e.g. wooden slats in light stain.
5. Homeowners will be held strictly liable and responsible for any damage to the common area and facilities, including without limitation the building, grounds, landscaping, fences, utilities or any other Association property or equipment, caused by themselves or their tenants or guests.
6. No skateboarding, roller skating, in line skating or roller blading is allowed anywhere within Greyhawk, including without limitation all common areas and facilities, roads, sidewalks, building or grounds.
7. Bouncing, throwing, or hitting balls or any other object against the building and/or fences is prohibited.
8. No combustible or flammable materials of any kind are to be stored in any Unit or on common area decks and patios. This includes storing spare propane tanks. All units must have a fire extinguisher. Disposal of any oil, gas, or lubricants, and the storage or disposal of other hazardous materials (as may be determined in the Management Committee's reasonable discretion and as defined by applicable law) anywhere within Greyhawk is prohibited.
9. Residents are responsible to ensure that their guests comply with the Declaration of Covenants, Conditions and Restrictions (CCRs), Amendments and Bylaws, as well as these Rules and Regulations.
10. No "For Sale" signs are permitted on the property. A realtor may display an "Open House" sign when the realtor is present on the property and conducting an "Open House". Visitors to the "Open House" should be requested to park along the street instead of being given access to the common parking garage. During the time that a unit is actively listed for sale, a key box may be attached to the door knob of a unit. ~~Key boxes attached to a unit at any other time are prohibited.~~

11. Plumbing: Because the units share common plumbing lines, caution should be exercised in, and liability accepted for items flushed down the drains. Each homeowner is personally liable for any damage done by water from broken pipes that freeze and burst due to inadequate heat inside any unit, whether occupied or vacant. All garden hoses must be disconnected in the fall and throughout the winter to prevent water pipes from freezing and breaking. Any person violating this rule will be liable for any damages.
12. Each owner shall supply the Homeowners' Association with a key or code to access a unit at any time, 24 hours a day, 365 days a year in case of emergency.
13. Owners should notify Management Committee of intent to remodel units, which may require approval. Contractors must be appropriately licensed and building permits secured with Park City Building Department, if required.

C. VEHICLES AND PARKING

1. Each unit is allowed two vehicles and thereby 2 spaces in the garage. The expectation is that everyone parking in the common garage will be courteous and make a strong attempt to acknowledge parking needs of others. Each vehicle should be parked in 1 space so that maneuvering a vehicle in and out of a space can be easily done.
2. Owners and residents of Greyhawk may not loan or rent parking spaces to another unit or owner or 3rd party.
3. The Greyhawk Homeowners' Association is not responsible for loss of personal property or damage as a result of having parked in the garage at Greyhawk.
4. Owners leaving vehicles in the garage for extended periods must notify property management of the license plate and leave a copy of the key with them, in case of emergency.
5. Owners and residents may not allow a non-resident of Greyhawk to keep or store a vehicle on Greyhawk property. Non-residents are allowed to park in the garage temporarily while visiting owners and residents at Greyhawk for a period of one week or less.
6. If an unauthorized vehicle is reported as being observed for an extended period of time, that vehicle is subject to towing at the owner's expense.
7. Except for emergency startup or maintenance procedures, vehicles may not be repaired or rebuilt in any garage parking area.

8. Illegally parked vehicles are subject to immediate immobilization or towing, at the owner's sole risk and expense, and without further warning or notice. This includes, but is not limited to, vehicles parked in front of the trash dumpster, vehicles blocking driveway, vehicles parked in red zones and fire lanes, vehicles parked in violation of posted "no parking" or "tow away" or "automatic tow" zones, vehicles parked in any way restricting access by emergency equipment or garbage trucks, or vehicles restricting access to the building.
9. Because the Project is not designed for commercial or oversized motor vehicles, all such vehicles must be parked outside the Project, except for purposes of loading and unloading. Oversized or Commercial Vehicle shall mean and refer to any commercial or oversized vehicle or trailer (either with or without wheels), or any other recreational or commercial transportation device of any kind that has more than 2 axles and/or protrudes dangerously beyond the pillars that limit a parking space.
10. All motor vehicles parked at Greyhawk must be operable and properly licensed and registered. No disabled or abandoned motor vehicles may be stored at Greyhawk.

D. COMMON & LIMITED COMMON AREAS

1. The following rules apply to the common areas, limited common areas, porches, patios and the garage.
2. Littering the common areas or limited common areas (the garage, sidewalks, patios and landscaped areas, etc.) is strictly prohibited. This includes, but is not limited to, discarded smoking materials, chewing gum, food wrappers, cups, cans, bottles, etc.
3. Removal of items from units that causes debris to be left in the common or limited common areas is to be cleaned from the common areas by the person or persons leaving debris.
4. No personal belongings, property or effects shall be stored in, on or about the common and limited common areas. This includes without limitation the storage, hanging, cleaning or drying of clothing, rugs, carpets, towels, household articles, bicycles and other similar items on the balconies, decks, railings, patios, landings or open areas.
5. Furniture used on patios and decks must be intended for outdoor use, blend with the overall Greyhawk colors of browns, forest greens and tans, and complement the "look" of the property. Furniture should be limited to tables and chairs.

6. Placing of lights, decorative or other types of lighting in the common areas and limited common areas by individual owners is prohibited. All exterior lighting is to be coordinated by the Association.
7. Smoking is not allowed in the enclosed common areas (garage, stairwells, elevator, etc.) of Greyhawk. Smoking on porches, decks or patios ~~if it disturbs other residents~~ is not allowed, since the smoke disturbs others. Under no circumstances are cigarette butts to be thrown on the property.
8. While gas and electric barbeque grills and smokers are permitted, the use of charcoal grills is not. The danger of fire is too great for a primarily wooden structure.

E. AIR CONDITIONING

1. Window mounted air conditioners are prohibited. Portable air conditioners which can be vented out a window without protrusion from the unit are allowed; however, these units cannot be vented into the courtyard.
2. Mini Split/Ductless air conditioners may be used with the advanced approval of the Management Committee and provided the compressor can be located in an unobtrusive area and not impact other Greyhawk units.

F. PETS

No pets, animals, livestock or poultry of any kind shall be kept in or about the project. The Management Committee may grant an exception to this Section if the Resident completes the Association's application with supporting information that confirms the Resident's disability and need for an animal as defined by the American's With Disabilities Act and the Federal and Utah Fair Housing Acts and the Resident meets and continues to maintain all conditions as set by the Committee herein and in the Association's Rules and Regulations.

G. WASTE MANAGEMENT

1. Disposal of garbage and trash should be in sealed plastic bags and placed ONLY in the designated dumpster in the garage, NOT in the trash cans in stairwells. Trash must not be stored on a porch, patio, deck, balcony, landing or in the common area at any time. Any recyclable materials are to be placed in the recycle dumpsters in

the garage. No glass, pizza boxes or garbage should be placed in the large recycle bin. Glass-only should be placed in smaller bins designated for glass.

2. Cardboard boxes are not to be stacked beside the recycle bin, but must be broken down and placed inside the designated recycle bin.
3. The dumpster is not for discarding furniture, appliances, tires, remodeling or construction materials, paint, solvents, motor vehicle oil, and the like. Violators are subject to the cost of removal.

H. SOLICITORS

No soliciting is permitted within Greyhawk Complex.

I. 3rd PARTY CONTRACTORS AND VENDORS

1. Owners are responsible for ensuring that all outside contractors and vendors follow the HOA Greyhawk Rules and Regulations, including cleaning up the common and limited common areas daily and returning any areas that may have been disturbed to their original condition upon completion of their work.

J. HOT TUBS

USE:

1. Hot tubs are privately owned and are designated for resident use of the unit only.
2. All persons using the hot tub do so at their own risk.
3. Children under the age of 14 should be accompanied by an adult.
4. Unreasonable noise is prohibited, especially between the hours of 10 pm and 9 am.
5. No glass is permitted in hot tub areas. All drinks should be in cans or plastic cups.

WARNINGS:

1. No one should be in a hot tub during an electrical storm or for too long a period of time, particularly if one is young, old, pregnant or infirm.

2. Persons with communicable diseases are cautioned not to use the hot tub in order to limit spread of disease.
3. Persons having any considerable area of exposed sub epidermal tissues, open blisters, cuts, or the like should be aware that because these are likely to become infected, they should not use the hot tub.
4. Spitting, spouting water, blowing nose, or discharging body fluids in the hot tub is strictly prohibited.
5. No running, boisterous or rough play is permitted in the hot tub or hot tub area.
6. No illegal, unlawful, indecent or inappropriate behavior is permitted in or about the hot tub or hot tub area.
7. Management reserves the right to suspend the right of any unit owner, resident, guest or invitee to use a hot tub if rules are violated.
8. When maintenance for a hot tub concrete pad and/or railing becomes necessary, a list of procedures for design and construction must be obtained from the Association. These procedures must be followed and final plans approved before construction may begin. All associated costs are the responsibility of the hot tub owner.

K. PAYMENT OF FEES

1. Each Homeowner is obligated to pay the quarterly fees, assessment, interest and other fees on or before the first day of the quarter, or as specified for special assessments.
2. Fees not paid within 30 days after the due date (the first day of the quarter for dues and the invoice date for other assessments) are considered late and delinquent.
3. The Homeowner of any unit does not have the unilateral right to withhold payment of any fees for any reason.
4. The Management Committee may assess a late fee of \$25.00 or 5% of the delinquent amount, whichever is greater, if a homeowner is late in making a payment.
5. Delinquent dues shall be fined interest at the rate of 1.5% per month, compounded monthly.

6. Any Homeowner who has a grievance or who wishes to dispute an assessment, fee, fine, cost or charge has the right to ask for a special meeting of the Management Committee to discuss the matter affecting the owner or their unit before any decision of the Committee shall become final.
7. Each assessment, HOA fee and fine is a debt of the homeowner at the time it is made and is collectible as such. If any homeowner fails or refuses to make any payment of the debt when due, that amount constitutes a lien on the interest of the homeowner in the property, and upon the recording of notice of lien by the manager or Management Committee it is a lien upon the homeowner's interest in the property prior to all other liens and encumbrances, recorded or unrecorded, except: (1) tax and special assessment liens on the unit in favor of any assessing unit or special improvement district; and (2) encumbrances on the interest of the homeowner recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.

L. LONG TERM RENTAL OF UNITS (for a period of 30 days or longer)

At the time of the rental of any unit, the homeowner shall notify the Homeowners' Association of the rental and are responsible for:

- Screening their renters, including a credit and background check.
- Unit owner may organize a meeting for the renter to meet with an agent of Greyhawk Homeowners' Association (appointment required) to review the Rules and Regulations of Greyhawk and to provide vehicle and contact information for all renters age 18 or older.
- Providing a copy of the rental agreement or lease to the Association.
- Ensuring that their renters are aware of all Greyhawk Rules and Regulations.
- Ensuring that their renters comply with all Greyhawk Rules and Regulations.
- Payment of any penalties that result from their renter's actions.

M. INSURANCE CLAIMS

The Management Committee has adopted the following administrative rules and regulations regarding the adjusting and submittal of insurance claims:

2. Each unit owner is responsible to maintain, repair, replace and insure his or her areas of personal responsibility as set forth in the Declaration and the Utah Condominium Ownership Act, including without limitation the unit, the contents of the unit, and the personal liability. The unit owner is primarily responsible to insure against damage caused by losses which emanate from within the unit and from items which are the unit owners responsibility to maintain, repair and/or replace.
3. The Management Committee has arranged for property and liability insurance for the Association's real and personal property, and for the common areas and improvements. The Association Master Policy also insures the property belonging to the unit owner such as non-bearing walls or partitions, cabinetry and lighting. Earthquake is also maintained by the Association (not provided by all associations). The Association Master Policy and the Earthquake Policy, however, DO NOT cover the unit owner's personal property such as contents of the unit, furniture, furnishings, personal property, clothing, belongings and effects, automobiles, property left in automobiles, and the like, nor personal liability. The insurance to cover these items would be the responsibility of the individual unit owner. There are two basic types of insurance coverages available to owners and residents:
 - a) RESIDENT OWNER/NON-RESIDENT OWNERS — The policy most often used by the unit owner to cover his or her insurable risks is known as an H06 policy. The H06 policy, also known as a unit owner's policy, insures the unit owner's contents, personal property, personal liability, loss assessment and other risks or perils pertinent to unit ownership. The unit owner's policy DOES NOT cover the property liability of a renter.
 - b) RENTER — The policy most often used by a renter to cover his or her insurable risks is known as an H04 policy. The H04 policy, also known as a renter's insurance policy, insures the renter's contents, personal property and personal liability.

This information regarding the policies and coverages of the Association, unit owners and renters is considered to be reliable but is not guaranteed. Please review the actual language of your policy and consult your own attorney or insurance agent before you make any decisions.

4. The Management Committee has the authority to adjust claims, including without limitation the power to decide NOT to submit a claim to its insurance carrier. The Management Committee may require, among other things, a formal notice of

rejection of a claim or its equivalent from the insurance carrier of a unit owner or renter before submitting the claim to the Association's insurer.

5. Each unit owner is liable for any damages, losses or claims to other units, unit owners and the common area arising out of or caused by his or her negligence.
6. Neither the unit owner nor his or her insurance carrier shall act or fail to act in such a manner so as to risk either the cancellation of the Association's insurance policy or the increase in its insurance premium.
7. If a claim is covered by any unit owner's or renter's policy AND the Association's policy of insurance, the insurance of the owner (or renter) is considered primary and the insurance of the Association is considered secondary.
8. The deductible on the Association's property insurance coverage shall be paid by the party who would be liable for the loss or repair in the absence of insurance and in the event of multiple parties the loss shall be allocated in relation to the amount each party's loss bears to the total.
9. The association master policy will be considered primary: however the unit owner will be responsible for their portion of a loss attributable to the association policy deductible.
10. Please see Appendix A for a more comprehensive review of insurance coverage and a link to Utah SB167 Condominium and Community Association Revisions.

N. BUSINESS USE

1. No commercial trade or business may be conducted in or from any Unit unless: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the residence; (b) the business activity conforms to all zoning requirements for the Project; (c) the business activity does not involve persons coming into the Project who do not reside in the Project or door-to-door solicitation of residents of the Project; and (d) the business activity is considered consistent with the residential character of the project and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Project, as may be determined in the sole discretion of the Committee.
2. Notwithstanding the above, the leasing of a residence shall not be considered a trade or business within the meaning of this subsection. The terms "business and trade" shall mean and refer to any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provided receives a fee, compensation, or other form of

consideration, regardless of whether: a) such activity is engaged in full or part-time; b) such activity is intended to or does generate a profit; c) a license is required therefore.

O. DISCIPLINARY ACTION

1. The Management Committee will notify a homeowner, resident, tenant and/or guest of any reported violation of the project documents for which disciplinary action may be taken. The notice shall be sent via email.
2. The notice shall identify the reported violation with a reasonable amount of specificity so that the homeowner, resident, tenant or guest may respond, including, if possible, the day, date, time, place and nature of the violation(s). The notice shall also state when the Management Committee will be available to review the violation and the name, address and phone number of the person to contact to add the item to the agenda of the Committee.
3. The recipient of the written violation notice is entitled to a hearing before the Management Committee or via phone conference no sooner than five days and no later than sixty days after the mailing of written notice. Any homeowner, resident, tenant or guest wishing to appeal the preliminary finding of a violation may appear at the hearing in person, or via phone conference to challenge the allegation and present evidence in his behalf.
4. The Management Committee has the authority to issue citations, sanctions, penalties, fines, costs and expenses and to collect its administrative costs and a reasonable attorney's fee incurred in enforcement of the Rules and Regulations of the Association. A violation of the rules and regulations will result in a fine of \$100 for first offense, \$250 for second offense; if violations continue, the Greyhawk Management Committee, at its discretion, may begin process of legal consultation to evict the offending renter.
5. The decisions of the Management Committee after notice and the hearing, or the opportunity to be heard, shall be final, valid, binding and conclusive.

P. MODIFICATIONS

The Management Committee has the power and authority to modify, amend, repeal or revoke the foregoing rules. Homeowners shall be given at least thirty days prior written notice of any changes. To remain fully informed, homeowners are encouraged to attend the annual meeting of the Association.