

HIDDEN LAKE CONDOMINIUM HOMEOWNER'S ASSOCIATION, INC.

SUPPLEMENTAL RULES & REGULATIONS

(March 2019)

The Management Committee for the Hidden Lake Condominium Homeowner's Association, Inc. ("Association") hereby adopts the following Supplemental Rules & Regulations for the benefit of the Association, the Unit Owners ("Owners"), and all guests, tenants, and invitees, pursuant to Section 21 of the *Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Bylaws for Hidden Lake Condominium*, on record with the Salt Lake County Recorder ("Declaration"). These Supplemental Rules & Regulations are in addition to the General Rules & Regulations adopted by the Management Committee on July 11, 2017 ("Rules") and the fine schedule adopted on June 27, 2014 ("Fine Schedule"). The Declaration, Rules, Fine Schedule, bylaws, and other rules or policies of the Association shall be referred collectively herein as the "Governing Documents".

Where there is a conflict between the Rules or Fine Schedule, or this supplement, this supplement shall control and apply. Except for those provisions that are specifically amended or modified herein, the Rules and Fine Schedule remain in full force and effect.

NOW THEREFORE, the Supplemental Rules & Regulations are as follows:

UNIT RENTALS

1. Owners shall provide the Management Committee with an executed Tenant Registration Form (See Addendum A hereto) with the names, phone numbers, and email addresses of each adult tenant residing in their Unit and a copy of the lease agreement before the tenant(s) occupies the Unit. (\$200 initial fine, and an additional \$150 fine levied every 10 days thereafter until corrected)
2. Units may only be leased for a minimum term of at least 6 months. Short-term leasing is strictly prohibited. (\$500 per occurrence; if violation continues, the \$500 fine shall be levied each month until corrected)
3. Owners are responsible for seeing that their tenants have a copy of and abide by the Association's Governing Documents, as well as Salt Lake City Ordinances. Owners shall provide a written statement to the Management Committee that their tenants accept and will abide by the Association's Governing Documents, and applicable Salt Lake City Ordinances, as amended and supplemented. (\$200 initial fine, and an additional \$150 fine levied every 10 days thereafter until corrected)
4. Owners are responsible for the behavior, actions, and violations of their tenants. Owners and tenants shall be jointly and severally liable for any fines levied by the Association for the tenants' violations of the Association's Governing Documents.

5. Units may only be leased/rented in their entirety. Single rooms may not be leased or rented. Transient, hotel, or dormitory sleeping arrangements are prohibited. (\$500 per occurrence).

SMOKING

1. Smoking is prohibited on decks and balconies of any Unit or the clubhouse.
2. Smoking is prohibited inside the clubhouse and in the pool area.
3. When outside of a Unit, smoking is prohibited within 25 feet from the building.

All smoking violations shall result in a fine of \$100 per occurrence. As used herein, smoking shall include the inhaling, exhaling, breathing, carrying, or possession of any lighted cigarette, e-cigarette, cigar, pipe, other product containing any amount of tobacco, or other similar heated, smoldering, or lit product.

4. The use, manufacture, and/or selling of illegal drugs is also prohibited throughout the Property. (\$500 Fine per Occurrence)

GENERAL VIOLATIONS

Violations of any of the other provision of the Governing Documents that is not assigned a specific fine amount herein or within the Association's fine schedule shall result in a fine in the amount of \$25 for the first offense, \$50 for the second offense, and \$100 for the third and every other offense of the same violation within a 12-month period of time.

ADDITIONAL PENALTIES FOR VIOLATIONS

In addition to those penalties provided elsewhere within the Governing Documents of the Association, if an Owner (or his/her tenants, guests, invitees, etc.) is in violation of any provision of the Association's Governing Documents, then the Association may limit or altogether restrict access to or use of the common areas and facilities. Notwithstanding the foregoing, access to an Owner's Unit may not be restricted.

ADDITIONAL PENALTIES FOR UNPAID ASSESSMENTS

For any Owner who is delinquent in the payment of any assessment, including fines, the Association may exercise any of the following remedies:

(a) Termination of Services. The Management Committee may terminate the Owner's right to receive utility services paid as a common expense and access to and use of the common areas and facilities. Before terminating any utility service, the Association shall notify the Owner and give such Owner at least three (3) business days to pay the past due balance.

(b) Common Area Access Suspension. The Management Committee may limit or altogether restrict access to or use of the common areas and facilities

so long as such does not prevent the Owner from being able to access his/her Unit.

(c) Unpaid Assessments and Future Lease Proceeds. If an Owner who is leasing a Unit fails to pay any assessment for more than sixty (60) days after the assessment is due, the Management Committee may demand that the tenant pay to the Association all future lease proceeds due to the Owner beginning with the next monthly payment until the amount due is paid to the Association.

BE IT FURTHER RESOLVED that:

1. The foregoing Supplemental Rules & Regulations are adopted by the Management Committee.
2. Notice of these Supplemental Rules & Regulations will be provided to all Unit Owners.
3. Each Owner and/or Occupant of a Unit shall be responsible for notifying any household member, renter, guest, or other visitor of the restrictions, limitations, and prohibitions contained above.

Date: 3-20-19

ATTEST:

Teri Lundberg

President

Hidden Lake Condominium Homeowner's Association, Inc.