

# Association Unit Owners of Incline Terrace Condominiums

## General Rules & Regulations/ Enforcement Resolution

### **INCLINE TERRACE IS A NO SMOKING PROPERTY**

The Management Committee consists of the "Board", Office Manager, & Maintenance Staff. The Board of Directors ("Board") for the Incline Terrace Condominium Owners Association, Inc. ("Association") hereby adopts the following Rules and Regulations/Enforcement Resolution as authorized by Sections 6.9(e) and 9.1 of the Declaration for the benefit of the Association, the Unit Owners ("Owners") and other Residents:

The major objectives of the Rules and Regulations/Enforcement Resolution are to:

- Supplement the Declaration by providing detailed governing instructions regarding the operation of the Association.
- Achieve a high degree of consistency and fairness regarding the administration of Association affairs.
- Promote openness on the part of the Board by documenting those processes and the administrative procedures related to Association business.

Any complaint regarding the Management of the Condominium of the actions of other Unit Owners shall be made in writing to the Management Committee and delivered to the office. All Unit Owners shall abide by the Declarations of Covenants, Conditions, and Restrictions and Bylaws of Incline Terrace Condominiums. The violation of any Rules and Regulations adopted by the Management Committee or the breach of any of the provisions of the Declarations of Covenants, Conditions and Restrictions and Bylaws, shall give the Management Committee the right, in addition to any other rights set forth in the Bylaws:

- a. To enter the Unit in which or as to which such violation exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Management Committee shall not thereby be deemed guilty in any manner of trespass; or
- b. To enjoin, abate or remedy by appropriate legal proceedings, either at law or inequity, the continuance of any such breach.
- c. Any Unit Owner who rents or leases his unit shall file with the Management Committee or Manager a copy of the rental or lease agreement affecting said unit along with a signed copy of the Rules and Regulations.

## Rules Enforcement Process

1. Complaint. A resident may file a written complaint with the Board or Manager regarding a violation of the Declaration, Bylaws, or Rules and Regulations by another resident or guest thereof. The written complaint shall include (i) the name of the alleged offending resident or Unit number or description of individual; (ii) a description of the offending behavior including date(s) and time(s); and (iii) whether or not contact has been made with the alleged offending resident.
2. Investigation. After receiving a complaint, the Board or Association manager will investigate the complaint and determine if it is valid. If the Board or Association manager witnesses a violation they may proceed to #3 below.
3. Violation and Notice. If the Board or Association Manager believes that a violation has occurred or is continuing to occur, the Board shall send a warning (notice of the violation) to the responsible Owner and tenant. The notice will provide that the Board or Association manager may assess fines against the Owner and/or tenant if: (1) the violation is repeated within 90 days of the first offense, or (2) a continuing violation is not cured by the complaint, (3) Verbal warning followed up with written notice from Management Committee to the tenant and email/ mail sent to the owner (4) Written warning with \$100 fine delivered to the tenant and copy sent to owner (5) If the violation continues, then the notice shall give the Owner and Tenant at least 48 hours to cure the violation. Fine must be paid within 14 days of issuance. Written warning and other legal remedies as required.
4. Hearing. The responsible Owner has the right to request an informal hearing with the Board within thirty (30) days from the date the notice is provided to the Owner stating that a fine has been assessed by the Association. If requested, the Owner may present testimony or evidence regarding the violation at the next Board meeting.

## Repeat Violations

As provided above, the Board may impose fines outlined above if the violation is repeated anytime within the next 1-year period of time. Owners who repeat any violation during this time period are not entitled to an additional hearing, regardless of whether or not the Owner participated in a hearing as a result of the first violation. For such repeat violations, the Board may automatically begin fines as outlined above.

## Continuous Violations

As provided above, for continuing violations remaining uncured at the deadline provided in the notice or as provided herein, fines may continue to be levied as directed in the notice or as provided herein, but no more frequently than every 10 days. Failure to pay fines shall initiate a \$25 late fee after the 14 day deadline as per normal operating procedures and collection process may begin through an attorney and the Owner shall be responsible for the attorney's fees.

## Other Legal Remedies

1. Board Actions. In addition to levying fines, action by the Board may include, but need not be limited to:
  - i. Seeking injunctive or declaratory relief action against any alleged offending Owner, Guest, or other occupant of the Owner's property; and/or
  - ii. Taking immediate legal action, as the Board finds reasonably necessary, to stop conduct which it determines is in violation of the Declaration, Bylaws, Rules and Regulations or applicable state or federal law.
2. Alternative Resolution. Nothing herein shall preclude the Board president, a designated Board member, or any other person so authorized by the Board from first attempting to resolve a matter either by an informal meeting or telephone call with, or email or warning letter to the alleged offending owner.

## Owner Responsibility for Tenants, Guests, Invitees, etc.

Owners shall be responsible for the conduct of and the violations of any renter, tenant, invitee, guest, or family member who violates any portion of the Declaration, Bylaws, or these Rules and Regulations, including but not limited to, paying all fines or costs imposed by the Association as a result of the renter, tenant, invitee, guest, or family member's actions or behavior. All renters and tenants are jointly and severally liable for violations and resulting fines or costs.

## **I. Parking**

1. Parking Units shall be used for the parking of vehicles, motorcycles, appropriate trailers with current registration and the like, except as further directed by the Board. (\$50 Fine per Occurrence. As used herein the term "Automobiles" shall mean and refer to cars, trucks, motorcycles, small trailers, and other vehicles so designated by the Board.

2. A Unit owner shall use only the Parking Unit purchased with the condominium. Unit owners shall be responsible for parking by their guests. No vehicle shall be parked in such a manner as to impede or prevent ready access to another Unit Owner's parking space, nor shall any vehicle be parked in a fire lane or driveway. Vehicles found in violation of the above will be subject to tow at the vehicle owner's expense.

3. No Automobile may be parked in a manner as to impede or prevent easy access to another Resident's Parking Unit, nor shall any Automobile be parked in a fire lane or driveway. (\$50 Fine per Occurrence)

4. Automobiles that are inoperable, unregistered, or in extreme disrepair as reasonably determined by the Board shall not be abandoned or remain parked in any location visible from anywhere within the Project. If an Owner or Resident fails to remove an offending Automobile within five (5) calendar days following the date notice of the violation is sent by the Association to the vehicle's owner, the Association may cause the vehicle to be towed or otherwise removed from the premises and may assess the expense of such removal to the respective Owner and/or Resident. (In addition to any towing, the Owner is subject to a \$100 Initial Fine, and up a Continuing Fine of \$50 every 10 days until the Automobile is removed and/or corrected)

5. Nothing shall be altered or constructed in or removed from the Parking Units, Common Areas and Facilities, or Limited Common Areas and Facilities without the prior written consent of the Management Committee.

6. The Board may contract with a towing business to remove any Automobile in violation of these Rules and Regulations. Such towing business shall be certified and licensed pursuant to all relevant state and local laws and regulations.

- i. The costs of towing and impoundment shall be the personal obligation of the vehicle owner or possessor of the vehicle. If the vehicle owner or possessor of the vehicle is a guest of an Owner or Resident, such costs shall also be the personal obligation of such Owner and/or Resident. If the Owner does not reimburse the costs of towing and impoundment and any other parking fines imposed by the Association for violation of the parking rules upon demand by the Association, then such costs shall be an assessment lien on the property.

## II. Maintenance/Appearance

1. Owners are required by the Utah Apartment Association to follow all rules and policies as outlined in the Good Landlord Guide.
2. As per the Good Landlord Guide, and as authorized by section 5.1 of the Declaration, Owners are responsible for damage done to any other unit, Limited Common Area or Common Area as a result of actions undertaken by their tenants, failure of appliances, failure of plumbing, etc. Owners are required to repair damage in a timely manner failure to do so will result in fines. (\$250 per occurrence)
3. Owners shall maintain their Unit, including its deck, balcony, and terrace in a clean and tidy state of appearance and preservation and as further required by section 5.1 of the Declaration and the Good Landlord Guide. (\$50 Initial Fine, and a \$25 Continuing Fine every 10 days until corrected)
4. No storage or any items are permitted on the decks, patios, and terraces, except for a reasonable amount of outdoor furniture and plants. (\$50 Initial Fine, and a \$25 Continuing Fine every 10 days until corrected).
5. Cooking equipment, smokers, barbecues, bicycles and the like are strictly prohibited on decks, patios, and terraces. **No warning will be given.** (\$100 Initial Fine, and a \$50 Continuing Fine every 10 days until corrected)
6. Owners shall not cause or permit anything to be displayed or installed that is visible from outside their Unit unless such is approved in advance by the Board. (\$50 Initial Fine, and a \$25 Continuing Fine every 10 days until corrected)
7. Display or use of signs and flags in violation of the Declaration or other manner not authorized by the Board. (\$50 Initial Fine, and a \$25 Continuing Fine every 10 days until corrected)
  - i. "For Sale" and "For Lease" signs may not be maintained on any Unit, but one such sign may be maintained by the Manager to be used to advise the public of a Unit's availability. This right is reserved exclusively by the Board and Manager, but in no event shall the sign be larger than 24" by 24".
8. When draperies, curtains, or blinds are used they shall be maintained in good condition over windows and sliding glass or conventional window doors leading to the deck or patio area. Blankets, sheets, towels, flags or coverings are not to be used (\$50 Initial Fine; \$50 Continuing Fine every 10 days until corrected)
9. Garbage must be neatly placed and separated in the appropriate containers provided by the Association and shall not be stored elsewhere. All recycling rules must be followed. Only normal household garbage is permitted. No furniture of any kind, electronics, appliances, mattresses/bed frames/box springs, etc. (\$300 Fine per occurrence)
10. Owners and tenants shall receive written authorization from the Board before doing anything that would in any way change the exterior appearance of a Unit, Parking Unit, Limited

Common Area, or Common Area. (\$250 Initial Fine, and a \$125 Continuing Fine every 10 days until corrected)

11. Owners shall receive prior written approval from the Board before making any structural changes or alterations to the existing floor of a Unit as pursuant to section 5.1 in the Declaration. All structural alterations must have engineered plans/drawings presented to the Management Committee for approval before construction begins. All contractors must be licensed, bonded and insured including but not limited to all major trades (i.e. electricians, plumbers, HVAC, Structural Engineers) (\$250 Initial Fine, and a \$125 Continuing Fine every 10 days until corrected)
12. Owners shall not hang garments, rugs, mops, laundry, sheets, towels and other similar items from windows, decks, patios, porches, outside walls, etc. (\$50 Initial Fine, and a \$25 Continuing Fine every 10 days until corrected)
13. Hallways, stairways, utility room (furnace closet), and landings shall be free from obstruction and nothing shall be placed thereon. Utility room (furnace closet) shall remain unlocked at all times. (\$50 Fine per occurrence)
14. No part of the property shall be used for any purpose except housing and the common recreational purposes for which the condominium was designed.
15. There shall be no obstruction of the Common Areas and Facilities, nor shall anything be stored in the Common Areas and Facilities without the prior consent of the Management Committee. Each Unit Owner shall be obligated to maintain in good order and repair his own unit in accordance with the provisions of section 5.1 of the Declaration and Bylaws, and the Good Landlord Guide.
16. Nothing shall be done or kept in any Unit, Parking Unit, Common areas and Facilities, or Limited Common Areas and Facilities which would increase the rate of insurance on the Property, or which might result in the cancellation of insurance of the foregoing or which would be in violation of any federal, state or local law or regulation.
17. No waste shall be committed on the Common Areas and facilities or Limited Common Areas and Facilities. Unit Owner shall not cause or permit anything to be done or displayed on the outside of windows or placed on the outside walls or doors of the buildings, and no sign, awning, canopy, shutter or radio or television antenna (except for a master antenna system) shall be affixed or placed upon the exterior walls, doors, decks or patios, without the prior written consent of the Management Committee.

### III. Pets

1. As a pet free property, no animals, livestock, or poultry of any kind shall be permitted to be raised, bred or kept in any Unit, Parking Unit, Common Areas and Facilities or Limited

Common Areas and Facilities. This includes all owners/tenants, overnight guests, pet-sitting, visitors, etc.

#### IV. Noise, Disturbance, and Nuisance

1. All residents have the right to the quiet use and enjoyment of their residences.
2. Noise shall be kept to a minimum between the hours of 10:00p.m. and 8:00a.m.. If noise within a Unit can be heard from outside of that Unit, it is too loud.
3. No Unit Owner shall play upon or allow to be played upon any musical instrument, television, radio, or other similar device in a manner that unreasonably disturbs or annoys adjoining residents.
4. The moving in or out of a unit may only take place between 8:00a.m. and 10:00p.m.
5. Non-noise violations, including intimidation or threatening behavior and/or actions, other offensive or unlawful activities are prohibited. (\$100 Fine per occurrence)
6. Discarding items from windows and patio decks is prohibited. (\$200 Fine per occurrence)

#### VI. Rentals

1. Owners shall provide the Board with the names, phone numbers, and email addresses of each adult tenant residing in their Residence, as well as changes in occupancy, within 48 hours of tenant occupancy. (\$100 Initial Fine; \$75 Continuing Fine to be levied every 10 days thereafter)

2. The Association requires a copy of any lease agreement, which shall be provided by the Owner within 48 hours of move-in. (\$100 Initial Fine; \$75 Continuing Fine to be levied every 10 days thereafter)

3. All FOB's and hallway keys must be returned to the Management Office upon move out. (\$100 per occurrence, \$100 Continuing Fine to be levied every 10 days thereafter)

4. All lease/rental agreements are required to be for a term of at least 6 months. No subletting, no AirBNB, no immediate month-to-month, (\$500 Monthly Fine).

5. No more than two persons may reside in a 1 bedroom Unit and no more than 4 persons in a 2 bedroom Unit. (\$150 Fine Initial Fine; \$100 Continuing Fine every 10 days until corrected)

6. Owners are responsible for the behavior, actions, and violations of their tenants.

## VII. Pool, Spa, and Exercise Room

1. Use of certain Common Area recreational areas may be set aside for the use of Owners on a reservation basis. Applications and reservations requests shall be in writing, specifying the date requested, number of guests, and nature of the occasion. Use of these areas during the reservation is restrict to the Owner's invited parties. Fundraising and commercial activities are not permitted. Reservations are not effective until confirmed in writing by the Manager or Board and shall be subject to such conditions as the Board shall, in its absolute discretion, deem necessary in light of the nature of the reservation. Such conditions may, without limitation, concern noise control, guest size limitations, parking arrangements, and other items deemed necessary to prevent the function from being a nuisance to other residents. The reserving Owner shall, at his/her own expense, make arrangements to satisfy the conditions and the proper cleanup of the reserved areas. Violations of any of the foregoing provisions shall result in a fine in the amount of \$500.

## IX. Other Rules

1. Damage to the Common Areas is prohibited. (\$100 Fine per occurrence, in addition to the cost to repair the damage)
2. There shall be no obstruction of the Common Areas, nor shall anything be stored in the Common Areas without prior consent of the Board. (\$50 Initial Fine; \$50 Continuing Fine every 10 days until corrected)
3. Using a Residence for non-residential purposes is prohibited. (\$100 Fine per occurrence)
4. Nothing shall take place at Incline Terrace that is in violation of any federal, state, or local law, ordinance, or statute. (\$100 Fine per occurrence).
5. Nothing shall be done or kept in any Unit, Parking Unit, Limited Common Area or in the Common Areas that could result in an increase to the Association's insurance premiums or in cancelation thereof. (\$100 Fine per occurrence).
6. Water, fire, heat, or any other damage to a Unit shall be reported to the manager on site immediately but no later than 12 hours of occurrence. (\$500 Fine per occurrence)
7. The Association shall retain a master key to each Unit to be used by the Board, Manager, or other agents as needed to maintain, landscape, or abate any situation that may present a threat or danger to the Unit, adjoining Unit, Limited Common Areas, or Common Areas.



Owner must provide a new key to the Manager within 5 days of changing the locks. Lock out service will only be provided to tenants that are listed on the lease. (\$100 Initial Fine; \$75 Continuing Fine every 10 days until corrected)

8. Bicycles may only be stored in the Unit's designated Parking Unit, or inside the Unit in a location not visible from outside or rented storage unit. (\$50 Fine per occurrence)
9. The use of ATVs and other similar recreational vehicles is strictly prohibited anywhere in the Project. (\$100 Fine per occurrence)
10. A \$25 Fine will be levied for a violation of any other provisions of the Declaration or Bylaws, and if the violation is continuing in nature then a continuing fine of \$25 may be re-levied every 10 days until corrected. Unless otherwise stated.

BE IT FURTHER RESOLVED that:

1. The foregoing Rules and Regulations are adopted by the Board of Directors.
2. A copy of these Rules and Regulations will be sent to each Owner at the email address shown in the records of the Association or physical address if an email is not available.
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: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
President, Incline Terrace Condominium Owners Association, Inc.

\_\_\_\_\_  
Secretary, Incline Terrace Condominium Owners Association, Inc.