

Capstone HOA General Rules and Regulations

December 1, 2024

This document is provided as a convenient reference of the Amended and Restated Declaration of Condominium for Capstone Condominiums (referred to as Dec. or CC&Rs) and By-Laws. The Declaration includes more detail not listed in this document that owners are responsible to follow. The Capstone website has copies of these governing documents. **ANY VIOLATION MAY RESULT IN A MINIMUM \$50 FINE.**

Barbeques/Fire Pits

Natural gas and propane barbeques and electric smokers are allowed but no wood or charcoal barbeques or fire pits. Nothing is allowed that produces prolonged smoke.

Common and Limited Common Areas (Dec. Articles 4, 9)

The Declarations give detailed information concerning the maintenance or changes to these areas. Read them carefully. Written permission of the Board is required for changes.

Damage (Dec. Article 4, Article 16)

Each homeowner is personally responsible for any damage to the common areas made by family, tenants, guests, pets, etc. This includes but is not limited to damage to lawn areas from pets, to sidewalks and landscaping from overhanging trees in private patios.

Enforcement/Fine Process (Dec. Article 4, Article 5, Article 6, Article 7, Article 9, Article 16)

The Board may implement any remedies or fines to ensure that the provisions of the Declaration and the Rules and Regulations are observed. Contact the Board for questions.

Exterior Maintenance (Dec. Article 4, Article 9)

Exterior maintenance should conform with the original construction and be approved by the Board in writing. The private limited common patio area of each unit can be used for these personal items such as yard art, potted plants that are not on a stoop, lawn chairs, stands, signs, mail boxes, etc.

Neutral colors such as brown, tan, or white are allowed for windows and outside doors. Replacement windows or doors require Board approval. Grids or grilles in new windows do not conform to the architectural style of Capstone condos and will not be approved.

Fees: Maintenance Fees & Reserve Fund (Dec. 5; Article 6; Article 7)

The maintenance fee is due the 1st of each month. If not postmarked by the 15th of the month, the owner will be assessed a \$50 late fee for each subsequent month that the payment is late.

Please mail payments to:

Capstone Homeowners Association
P. O. Box 847
Draper, UT 84020

Beginning in the calendar year 2003, each unit was assessed a Reserve Fund fee (formerly known as CERF) for the purpose of building a reserve fund to be used for major capital expenses such as roof replacement, paving of driveways and parking spaces, fences, exterior painting or alternate covering (vinyl, stucco, etc.), or other improvements that last more than seven (7) years. This money is included in

the monthly fee. The Reserve Fund will be maintained separately from the regular operating budget and will only be used for capital expenditures.

Fees: Other (Dec. Article 7)

Most owners willingly comply with the governing documents. To encourage all owners to do so the Board requires that any requests for modifications, variances, exceptions, etc., to the governing documents be done so in writing BEFORE making any changes. The request will be addressed at the following regular meeting, so please submit your request in a timely way.

In 2019 the Capstone Board instituted a Special Assessment for Roof Replacement. Beginning January 2022, the fee is \$100/month for Roof Replacement, Painting, and Asphalt. The Board will review the fee yearly and extend or modify it until these projects are completed. Owners will be notified each time of the upcoming plan.

Garbage/Recycle

There is one garbage dumpster located near the southwest entrance to the complex, and one in the northeast parking area.

Earthwork only will pick up regular-sized, bagged garbage on Monday and Thursday sometime after 7:00 A.M. for taking to the dumpster. Place trash in tied, plastic bags before placing outside the condo. The owner is responsible for taking any large, oversize, or irregular shaped objects to the dumpster. The dumpster is emptied on Monday, Wednesday, and Friday.

DO NOT put sheet rock, old carpeting, cabinets, furniture, mattresses, larger items, etc., in the dumpster or in its area. If you have your unit remodeled, updated, or newly carpeted, make other arrangements with the contractor to remove the resulting debris offsite or take it to a Salt Lake County Landfill. Please visit the county website. <http://slco.org/landfill/>

The garbage company WILL NOT take any items left outside the dumpster.

Please help keep the Common Areas free from litter by picking up after yourself (pop cans, drink cups, pet droppings, and any other numerous items).

Homeowner/resident concerns

Homeowner or resident concerns should be made to the Board in writing to the Capstone mailbox at 3369 Honeycut Road, by email at CapstoneHOA@gmail.com, or on the website at capstonecondos.com where there is a form provided. Include the date, time, unit number, pictures or videos, or any other evidence of the concern.

Insurance (Dec. Article 10)

Every year the Board will provide owners with a copy of the new Certificate of Liability Insurance summary. Put it a place where you can quickly find it. If you have an incident that requires a call to your insurance company, they will ask for information from it.

Homeowners are responsible for damages within their unit and possibly the neighbor's unit. All damages that affect the building must be reported to the Board and any insurance claims will be handled by the Board. **CALL A BOARD MEMBER AS SOON AS POSSIBLE.**

Once the source of damage is established, whoever owns that source will be responsible to repair or replace that damage. In accordance with Utah State Law, regardless of the source, any and all damage

within your unit will be covered by you or your individual insurance up to the deductible amount on our community policy.

Capstone provides property insurance for the value of the buildings on a replacement cost basis and for general liability. As of 2020, the deductible on the HOA policy is \$20,000/occurrence/unit. The Board will make changes as needed. The Board reviews and purchases insurance each year.

The Board recommends that you carry your own HO6 insurance policy for all of your contents and damages for which you may be responsible. In the event of a claim the unit owner is responsible for the \$20,000 HOA deductible. Reports from owners indicate that mitigation and replacement of damage is expensive.

Examples of items NOT COVERED by the HOA policy may include:

- Owners' personal property and furnishing
- All electronics
- Any accessory added by any owner or tenant that was not part of the original unit, including but not limited to, all window coverings, sky lights, hot tubs, Jacuzzis, awnings, athletic or exercise equipment, shop equipment or tools, hobby equipment, antennas, satellite dishes.
- Perils caused by earthquakes or floods (external water source), termites, sewer back-up, nuclear hazard or radiation, war or military service.

Maintenance by Owner (Dec. Article 4)

Please read Dec. Article 4 carefully. Owner responsibilities are far too numerous to be included in this document. The Board is legally responsible to ensure compliance and has recourse to do so.

Modifications to Buildings (Dec. Article 4; Article 5; Article 7; Article 9; Article 16)

The Board must approve in writing ALL modifications to the exterior of your unit or garage in advance of changes being made. No interior structural changes whatsoever can begin without Board approval (taken from 9.18). A written request for any modification must be submitted to the Board in a timely manner for consideration and approval during regular monthly meetings. Generally, the Board will give written approval for modifications if they are substantially unnoticeable, if they are in line with structural and architectural integrity of the entire property, and if the owner and all future owners accept sole responsibility and liability for the maintenance of the modification/addition.

Satellite dishes, antennas, and similar appendages to a unit's exterior are considered modifications which must be approved in writing by the Board upon receipt of a written request. These must not be visible to people driving through. Any damage to the roof is the owner's responsibility. The equipment must be removed upon termination of the contract with the provider.

Owners who make changes without permission will be asked to return all modifications as close to the previous state as possible or to pay a substantial penalty. The Board may request the changes or penalty payment at any time before or after the unit is sold.

Nuisance/Disturbances/Noise (Dec. 9.4, 9.12)

No nuisance or disruption of any kind shall be permitted to exist or operate upon the property that is or might become offensive, noxious, unsanitary, unsightly, or interfere with other owners' rights of quiet enjoyment. Excessive noise, whether from stereos or similar equipment, pets, indoor or outdoor

entertaining, etc., is prohibited between 9:00 P.M. and 7:00 A.M. on weekdays and 9:00 A.M. to 9:00 P.M. on weekends.

Parking/Snow Removal (Dec. 9)

Parking has been a major nuisance/annoyance at Capstone. "Visitor parking" is for short term parking of visitors. All parking is common area and belongs to us all. No owner has a reserved space. Owners MUST use their garages for parking automobiles. Clean out your garage if you are unable to fit your second car as it cannot be parked in visitor spaces.

Every fall the Board places reminders into each owner's mailbox with information about the winter parking rules along with a map that shows the snow pile areas.

Do not allow yourselves, guests, or workers to park in front of any garage if it directly faces other garages or impedes traffic on a narrow lane. Be considerate of other owners. **See Addendum A** on page 7 for the complete parking Rules and Regulations in effect.

Use of common parking for RVs, boats, campers, trailers, oversize trucks, commercial vehicles, etc., is prohibited except as listed in **Addendum A**.

By driving a vehicle onto the property, you waive any claim against the Capstone Association and release the Association from any and all liability for towing or impounding your vehicle. You also agree to hold the Association harmless and indemnify them from any and all liability, including that caused by our negligence, claim, or action arising out of or caused by towing, impounding, or moving snow onto or around an improperly parked vehicle.

Pets (Dec. 9.12. See also Damage.)

Pet owners are expected to police their own animals. Please keep your pets on a leash when walking them in the complex. "Pooper Scoopers" are required and must be used immediately after a deposit is made. Always carry a plastic bag with you when you walk your pet, tie the top, and dispose of it in the garbage. You may love your pet, but others may not have the same feeling! **Pets are not allowed in the swimming pool area or tennis/pickleball court.**

If a pet owner continually violates the rules or ignores the requests from neighbors, and legitimate complaints are made against the pet and owner, the Board has the authority to require the owner to permanently remove the pet from Capstone.

Owners are responsible for their tenants' pets. Any damage caused to the Common Areas by pets will be the sole liability of the owner.

Plumbing (See Water and Insurance)

Please make a thorough inspection of your plumbing fixtures and drains for any possible leaks that may be present as well as pipes or connectors (sinks, toilets, laundry) that may be old, weak, or cracked and in need of replacement. This should be done on a regular basis to avoid unnecessary damage.

Homeowners are responsible for maintaining their unit's fixtures to keep them in good repair. The owner is responsible for any damage to another unit which results from a plumbing problem or fault in your own condo. In the event of a clogged drain or sewer which facilitates both units the Board has determined that both homeowners are equally responsible for the solution of the situation.

Pool/Tennis Rules

See Addendum B on pages 8 & 9. Yearly updates will be put into the mailboxes of each unit in the spring before the pool opens.

Recycling (See Garbage.)

Rentals/Leases (Dec. Article 9)

Owners who wish to rent their unit or parts of it are subject to Dec. Article 9.13.3 which states that "A Unit may not be rented except by written agreement and only with the express written consent of the Board." Dec. 9.13.2 requires that the written agreement must be for an initial period of 12 consecutive months. Failure to provide required documents and obtain written Board permission will result in a minimum \$100/month penalty.

Upon purchase of a condo unit in the Capstone HOA an owner must reside at the residence for two years before the Board will consider approval of the rental of the unit. No short-term rentals are allowed.

Safety/Security (Dec. Article 9; Article 16)

Each unit is required to have one fire extinguisher rated 2A-10-BC and one smoke detector, one carbon monoxide, or a combination detector on each level. Additional detectors are recommended for each sleeping room. The fire extinguisher needs not be rechargeable, but its gauge should be checked periodically to ensure it is properly pressurized. The Fire Department recommends changing the smoke/carbon monoxide detector batteries and checking extinguishers when daylight savings time changes in the spring and fall. This is each homeowner's responsibility! (See 9.22)

Please be good neighbors and be on the lookout for any suspicious activity around the complex. For emergencies call 911; for non-emergencies call Millcreek Unified Police Department at 801-840-4000. Get acquainted with your neighbors. Let one of them have a key to your unit. Keep your home and/or mobile phone numbers and contact information up to date with the Board in the event of an emergency.

To view cases reported to the Unified Police go to updsl.org, Alternate Navigation, Resources, Crime Report Maps, East Millcreek, Map, then choose a year and month.

When using a wood burning fireplace, be absolutely sure that all ashes are completely cold before removing them.

Verify that outside lights are operating properly. Outside lighting fixtures are light-sensor activated and should automatically turn on around dusk and turn off at dawn. Please report outages to Earthwork at 801-867-6426.

Sewers, Other Utilities (Dec. Article 4, Article 9)

All sewer and drainage pipes, water, power, and other utility lines that serve only the Owner's unit are the Owner's responsibility until the points where the same join the utility lines serving other units.

Signs (Dec. 9.3)

Lawn signs are prohibited. All other signs may only be erected or maintained on the property, whether in a window or otherwise, following a written request to the Board and written approval by the Board. Political signs in inside windows are excluded.

Smoking (Dec. 9.24)

Smoking in the Common Area is prohibited for the health and safety of all residents.

Speed Limit

The speed limit within the complex is **10 MPH**. Please obey this speed limit.

Water (Also see Plumbing and Insurance.)

Water is a common expense and may be used from any outside tap for reasonable purposes by residents. However, we all need to conserve water use! Washing cars in the complex is not allowed.

Each owner is responsible to remove the garden hose from the outside water faucet in the limited common area (patio) prior to and during freezing temperatures. If water to the hose can be turned off, then detach the hose and open the faucet. If water to the hose can't be turned off, cover the faucet/hose bib with a protective cover made for outdoor faucets. This is to prevent water from freezing inside the pipe, causing it to burst, and flooding basements. If this occurs, it is the homeowner's responsibility to replace and repair any water damage incurred to their and/or neighbor's property.

For each condo building there is one main water shut-off valve that turns off the water for both units. This could be located in your unit or your neighbor's unit. Check around your basement and coordinate with your neighbor so that you both know where the valve is located and have a key to access the valve in case of an emergency.

Flooding has occurred in some condo buildings when the plumbing in a kitchen, bathroom, or laundry area has failed which caused significant damage to both units. Have any plumbing checked regularly and replace older segments before they fail. Remediation, repairs, and restoration are more expensive than one may estimate. Water pressure in the Millcreek area is greater than most other areas. Consider sharing the cost of installing a regulator where the water enters the building with your neighbor to decrease the probability of having pipes or connectors burst. (See Insurance.)

Addendum A (Dec. Article 9.6)

CAPSTONE CONDOMINIUM PARKING REGULATIONS

Because of the limited availability of parking spaces throughout the complex, the Board requests that each resident read and adhere to the rules out of consideration for our fellow residents.

Each resident has a two-car **garage that must be used for parking** the resident's/tenant's vehicles. Residents/tenants with more than two vehicles must obtain **written Board permission to park in visitor spaces**. *Any unit exceeding two allowed vehicles will pay a \$60/month fee.* Any additional cars or prohibited vehicles should consider parking on S. Honeycut Road. Note exceptions in Paragraph 4 below.

Since parking and turn around space in the Lane (3380 South) is limited, Lane residents are asked to park such additional vehicles in the spaces at the west end of the Lane or elsewhere in the complex, leaving the other spaces in the Lane for guests.

The parking spaces are for parking by guests who are visiting a resident. These spaces are not assigned to particular units and are available for guests on a first-come first-served basis. (Dec.9.6) Any guest parking for longer than 48 hours must notify the Board by email at CapstoneHOA@gmail.com or at the website capstonecondos.com for approval.

No vehicle of any type may be parked outside of a marked parking space, including roadways within the complex, except for a few minutes during loading/unloading. This applies to our guests and workers/contractors, as well as to residents. Doing so is not only inconsiderate of our neighbors, it may cause a safety hazard or hinder passage of emergency or utility vehicles.

Parking spaces may not be used by residents for:

- inoperable or unregistered vehicles.
- trailers, campers, boats, snowmobiles, golf carts, or similar recreational equipment.
- Vehicles: trucks larger than a ¾ ton pickup, vans, motor homes, etc.
- Commercial vehicles

Parking spaces may be used by residents for temporary parking (up to 7 days) of trucks, vans, or RVs for the purpose of loading/unloading or cleaning between trips. No parking on the driveways (fire lanes).

Vehicles determined by a member of the Board to be in violation of the above rules will have notice placed upon them. If not moved within the time specified in the notice, generally 24 hours, the vehicle will be towed at the owner's expense without further notice. A fine may be assessed.

From November 15 to March 15 the designated "snow pile" areas must be kept clear for the snow removal contractor. When snow is forecast, vehicles must be moved from the areas which are marked on the map included with the yearly reminder given to all residents in the fall before any snow falls. These areas are also designated by signs.

CAPSTONE CONDOMINIUMS POOL & TENNIS COURT RULES

There is NO LIFEGUARD on duty. After hours use is prohibited!

The Board requests that homeowners and their guests adhere to and enforce these rules with your guests to ensure that we maintain a pleasant and safe pool area for the enjoyment of all.

Homeowners assume full responsibility for the actions of themselves and their guests. A homeowner **MUST** be present with their guests. Please review these rules with your guests before they use the facilities that, by their very nature, expose all of us to a great deal of risk and individual liability.

For the purpose of these rules, a homeowner is defined as the owner, the spouse of the owner, or the primary renter. A sublessor of a unit is considered a guest not an owner.

Pool Rules

1. The pool area is open daily from 8:00 A.M. until dark from Memorial Day weekend through Labor Day weekend as permitted by prevailing weather conditions. The Board may decide to lengthen the pool season. This is determined on a yearly basis. If the Board lengthens the season, owners will be notified.
2. Guests are welcome, but they **MUST** be accompanied by the **owner/approved tenant** of the unit. The **owner/tenant** must be present inside the pool area. There is a limit of **7 guests** per unit inside the swimming pool fence. **Non-resident children are guests.**
3. **Resident children under the age of 18 must be accompanied by the owner/tenant.** Resident children of an **owner/tenant** who are **18 and older** may accompany guests or underage siblings but are limited to **3 per unit**.
4. Children 2 and under or wearing diapers must wear a commercial swim diaper and tight-fitting rubber pants regardless. All other diapers are prohibited in the pool.
5. **Appropriate swimming attire** only may be worn in the pool. Inappropriate attire including underwear or cut-offs is not allowed.
6. No food, glass, or pets are allowed inside the fence of the pool area. **Beverages must not be consumed in or within 6 feet of the pool.**
7. **The pool is a non-smoking area as is the entire common area.**
8. Gates to the pool must be locked at all times. **For Identification in the pool area your pool key must have your condo number attached to it and be presented when requested. NO EXCEPTIONS.**
9. **A first aid kit is located in the pool house.** Life rings, pool furniture, wading and pool cleaning equipment are not play toys and must only be used for their intended purposes.

10. **Please clean up** after yourself and your guests to keep the pool area clean and free of debris.

- Collect and dispose of your own trash.
- Lower umbrellas.
- Place furniture back to its usual position.
- Take your pool toys home. They will be discarded if left overnight.
- Lock the gate as you leave.
- Pool rope must be attached.

11. Pool users shall abide by any other pool rules not listed specifically herein but that are posted in the pool area or as rules with the yearly update.

12. Any violations of the health department regulations are prohibited.

13. Running, rowdy, unruly, boisterous, or obnoxious behavior or rough play is prohibited. No cannonballs. **NO DIVING.**

14. Only equipment with headsets is allowed for listening to radio, music, videos, etc.

15. When not in use in the pools, inflated items must be removed from the water for safety reasons. Parents/adults must monitor carefully children who use them. (Small children can be trapped under inflatables.)

16. The Capstone HOA Board or Management may revoke all pool or tennis court privileges for the rest of the year if a unit's residents or guests do not respect these rules or each other. Pictures and videos of violations would be helpful for the Board to enforce the Rules.

17. The pool rope can be removed for lap swimming only, but must be hooked up when finished. HOA can be fined by local health department if violated.

Tennis/basketball/pickleball court rules

1. Open daily from 8:00 A.M. until dark.
2. The court is for tennis, basketball, and pickleball only. It is not a playground. In particular **NO roller blading, skateboarding, use of scooters, etc., is allowed.**
3. No animals are allowed at any time.
4. Only tennis or appropriate athletic shoes with rubber soles are permitted on the court.
5. Please do not hang on or sit on the net. This could cause damage to the net and is unsafe.
6. The court is used on a first-come first served basis. The homeowner must accompany guests.
7. Limit your play time to one hour if there are others waiting to use the court.
8. Please clean up after using the court and carefully ensure the gates are closed.

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