

## **Aspen Condominium House Rules and Fine Schedule<sup>1</sup>**

### **House Rules**

1. **Parking.** Each Owner and resident of a Unit shall be responsible for ensuring that all Owners, residents, and guests at the Unit comply with these parking rules.
  - (a) Overnight parking in front of garages is prohibited.
  - (b) Parking in front of a garage is prohibited on garbage pickup days until after the garbage has been picked up.
  - (c) Parking of recreational vehicles, watercraft, trailers, and commercial vehicles within the Project is prohibited.
  - (d) Parking of unregistered vehicles within the Project is prohibited except within a garage.
  - (e) Exceptions may be made in writing by the Management Committee or Manager for the guests of an Owner or resident of a Unit to: (1) park one vehicle in front of the Unit's garage for one night to the extent such parking does not interfere with garbage pickup or snow removal; and (2) park a recreational vehicle within the Project for up to seven (7) days.
  - (f) The Owners and residents of a Unit may be able to enter into a parking contract to park in the overflow parking area upon meeting the contract requirements and assuming availability.
  - (g) In addition to fines, violations of these parking rules may result in offending vehicles being booted or towed at the owners' expense.
2. **Limited Common Area Clutter and Hazards.** Each Owner and resident of a Unit shall be responsible for keeping and maintaining the Limited Common Area reserved to the Unit, including any porches, patios, and walkways, neat, clean, and free of clutter and hazards.
3. **Garbage Containers.** Each Owner and resident of a Unit shall be responsible for storing garbage containers inside the Unit's garage, except that such containers may be set out the day of or the day before trash pickup. Garbage containers must be moved into the Unit's garage on the day of trash pickup. If the residents of the Unit are away on the day of trash pickup, arrangements must be made to have the containers moved to the garage door of the Unit until they can be moved into the garage.
4. **Limited Common Area and Patios.** Each Owner and resident of a Unit shall be responsible for ensuring that the Limited Common Area reserved for the Owner of the Unit, including the porches, patios, and walkways, is not used for storage of personal or other items.

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<sup>1</sup> Except as otherwise defined herein, the capitalized terms used herein shall have the meanings ascribed in the Declaration for Aspen Condominium recorded 1973-02-09, and as amended 1974-06-03, 2003-09-19, 2022-10-28, and 2023-02-27.

The only items allowed to be kept on a patio are patio furniture designed and intended for exterior use, such as patio chairs, benches, tables, and umbrellas, and one gas or electric grill.

5. **Animals and Pets.**<sup>2</sup> Each Owner and resident of a Unit shall be responsible for ensuring that no animals are kept in the Unit, except for up to two (2) lap-sized or smaller household pets. Examples of such an allowed pet include a cat, a lap dog, a bird, and a fish tank containing any number of fish.

(a) Each pet cat or lap dog must be registered with the Association upon move-in and annually thereafter and must be properly registered and licensed as required by applicable city ordinances.

(b) Pets are prohibited from being outdoors in the Project at any time, including in fenced backyards, except when on a leash, or being held by, and under the control of a responsible party. The responsible party shall immediately clean up and remove any animal feces or other debris that the pet may leave outside.

(c) No pet shall create a nuisance at any time.

(d) A pet or other animal that has not been registered with the Association and that has been the subject of two (2) fines for any reason shall, upon written demand of the Management Committee or Manager, be permanently removed from the Project.

(e) A pet that has been the subject of two (2) fines for nuisance shall, upon written demand of the Management Committee or Manager, be permanently removed from the Project.

(f) For any pet or other animal that meets the conditions of (d) or (e) above, the Management Committee shall have the power to remove that pet or other animal from the Project and assess all costs related to the removal to the owner of the pet or other animal and to the Owner of the Unit at which the pet or other animal is kept.

6. **Damage to Common Area and Limited Common Area.** Each Owner of a Unit shall be responsible for any damage to the Common Area and the Limited Common Area that is caused by the Owner or any resident of the Unit, or by any family member, guest, or invitee of such Owner or resident. The Owner shall also be responsible for:

(a) all costs and expenses incurred by the Association for any mitigation, replacement, repair, or other work performed in relation to restoring such Common Area or Limited Common Area to at least its pre-damaged condition; and

(b) all administrative, legal, and other costs and expenses related to such damage or restoration.

7. **Landscaping.** The Association shall be responsible for all landscaping of the Common Area including but not limited to mowing, hedge and tree trimming, fertilizing, watering, and maintenance of the irrigation system.

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<sup>2</sup> Declaration for Aspen Condominium recorded Feb. 9, 1973, in the Cache County, Utah, recorder's office, Art. 17(E)

(a) Each Owner and resident of a Unit shall be responsible for ensuring that the Owner or any resident of the Unit, or any family member, guest, or invitee of such Owner or resident, does not interfere with or assume the Association's responsibilities for the landscaping. Such interference includes but is not limited to placing or leaving objects or substances (including animal feces and urine) on the ground or elsewhere that may damage the landscaping or interfere with watering, mowing, snow removal, or other maintenance activities.

(b) Each Owner and resident of a Unit shall be responsible for the maintenance of any garden space reserved for the Owner of the Unit. Such maintenance includes but is not limited to maintaining the garden space in a neat, clean, and weed-free condition such that it does not obstruct or interfere with adjacent Common Area or Limited Common Area, including walkways and porches.

8. **Building Exteriors**. Per the CC&Rs, the Association, and not the Owners, is responsible for all inspection, maintenance, repair, and replacement of the exteriors of the buildings, which includes building roofs, foundations, and exterior walls, including the exterior paint (e.g., the paint on exterior walls, entry doors, and garage doors), brick work, light fixtures and other exterior building elements.<sup>3</sup>

(a) Each Owner and resident of a Unit shall be responsible for ensuring that the Owner and each resident of the Unit, and any family members, guests, and invitees of such Owner or resident, does not interfere with or assume the Association's responsibilities for the building exteriors. Such interference includes but is not limited to placing or leaving objects or substances on or near a building that may damage the building or interfere with any inspection, maintenance, repair, or replacement activities.

(b) The back patio of a Unit is considered a part of the Unit<sup>4</sup> and is therefore the responsibility of the Owner of the Unit. Such responsibility includes but is not limited to the inspection, maintenance, repair, and replacement of the back patio. If an Owner fails to timely maintain his back patio, the Association may perform any such maintenance and assess all related costs to the Owner.<sup>5</sup>

9. **Children**. Each Owner and resident of a Unit shall be responsible for ensuring that no child of the Owner or any resident of the Unit, or of any family member, guest, or invitee of such Owner or resident, plays or is otherwise left unattended in the Project roadway or parking areas at any time.

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<sup>3</sup> Decl., Arts. 1(D) & (E), 7(H); Each Unit is defined as the "interior surfaces of its perimeter walls, bearing walls, floors, ceilings, windows and window frames, doors and door frames, and trim and includes both the portions of the building so described and, the space so encompassed." Everything outside of those interior surfaces is considered Common Area.

<sup>4</sup> Decl. Am. 1974-06-03, SUBSTITUTE EXHIBIT "A", 1(C): "Each unit includes fee ownership of one double car garage and limited common area for a patio allocated as follows: Unit 1, garage 1-A, patio 1-B ...". For example, the back patio of unit 1 is labeled "1-B" on the plat; all other back patios are similarly labeled on the plats (but not front patios/porches). Thus, each back patio (the concrete slab only) is considered a part of its Unit and is therefore the responsibility of the Unit Owner to maintain and repair.

<sup>5</sup> Decl., Art. 7(J)

10. **Nuisances.** Each Owner and resident of a Unit shall be responsible for ensuring that no nuisance is caused by the Owner or any resident of the Unit, or by any family member, guest, or invitee of such Owner or resident, nor shall any of the foregoing individuals cause a nuisance. A nuisance includes but is not limited to any source, condition, or activity, illegal or otherwise, that: (a) is noxious or offensive; (b) causes embarrassment, discomfort, annoyance, distress, or disturbance to any Owner or resident of a Unit, or their guests or invitees, particularly if law enforcement is called to restore peace or order; (c) causes unpleasant odors or unsanitary conditions; or (d) results in an unreasonable or disturbing amount of noise, light, or traffic within the Project, particularly that is out of character with the rest of the Project, and especially after 10:00 pm and before 7:00 am.

11. **Housing for Older People.**<sup>6</sup> Pursuant to the Declaration as amended, the Association is intended to be used as “housing for older persons” as defined in the Housing for Older Persons Act (“HOPA”), 42 USC § 3607. Pursuant to HOPA, each occupied Unit is restricted and limited to being occupied by at least one individual that is fifty-five (55) years of age or older (a “Qualified Resident”), subject to the following exception which shall be timely acknowledged in writing by the Management Committee or Manager.

(a) **Exception.** Upon the death of a Qualified Resident, the decedent’s underage spouse, sibling(s), or descendant(s) who is at least forty-five (45) years of age, and who was a resident of the Unit prior to and at the time of the death, shall be allowed to continue residing in the Unit along with any others who were also residents of the Unit prior to and at the time of the death.

(b) **The HOPA 80% Rule.** Notwithstanding the above, the exception shall not be available unless, after application of the exception, at least eighty percent (80%) of the occupied Units in the Association will be occupied by at least one individual who is fifty-five (55) years of age or older as determined in accordance with HOPA.

(c) **Temporary Absence.** For purposes of the foregoing, each individual who is at least forty-five (45) years of age (including any Qualified Resident), and who was an occupant of the Unit prior to and at the time of the death, shall be considered an occupant of the Unit whether or not that individual is or was temporarily absent from the Unit due to being on vacation, military deployment, extended sabbatical, or the like, or in a hospital, nursing home, care center, or other facility that was or is providing short-term or long-term care to that individual.

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<sup>6</sup> See Decl. Am. 2003-09-19

**Fine Schedule**<sup>7</sup>

Violations of the House Rules may be reported using a form such as the example shown in **EXHIBIT “A”** below.

1. **First Violation.** A written notice of violation shall be issued for a first violation.
2. **Second Violation.** A fine in the amount of \$25 (twenty-five US dollars) shall be assessed for a second violation that is similar to and occurs within a year of the first violation.
3. **Third Violation.** A fine in the amount of \$50 (fifty US dollars) shall be assessed for a third violation that is similar to and occurs within a year of the second violation.
4. **Fourth Violation.** A fine in the amount of \$100 (one hundred US dollars) shall be assessed for a fourth or subsequent violation that is similar to and occurs within a year of the third violation.

The aggregate amount of fines assessed against an Owner for violations of the same rule or provision of the governing documents may not exceed \$500 in any one calendar month.<sup>8</sup>

If a particular violation continues unresolved through a fourth violation (i.e., a violation occurs that results in an initial notice of violation and that violation continues unresolved for three subsequent notices of fine) the Association may submit the violation to an attorney for resolution. In such an event, the Owner(s) of the Unit and, as applicable, the resident(s) of the Unit shall be jointly and severally liable for all costs related to the submission to an attorney for resolution, including costs of collection.

An example notice of violation is provided in **EXHIBIT “B”** below.

An example notice of fine is provided in **EXHIBIT “C”** below.

IN WITNESS WHEREOF, the undersigned members of the Management Committee certify that these House Rules and Fine Schedule were adopted by the vote of at least 51% of the Unit Owners at a special meeting of the Owners held on April 17, 2023, and that these House Rules and Fine Schedule became effective as of that date.

By: Wayne Merritt 04/18/2023  
Wayne Merritt, President, Member of Management Committee

By: Karen Low 04/18/2023  
Karen Low, Secretary, Member of Management Committee

<sup>7</sup> Compliance with and enforcement of the Association’s CC&Rs, rules, and other governing documents are governed by at least sections 57-8-8, 8.1, 8.2, 10.7, 34, and 37 of the Utah Condominium Ownership Act.

<sup>8</sup> UCA 57-8-37(2)(d)