

Rules  
&  
Regulations

WINGATE VILLAGE  
Townhomes

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## RULES AND REGULATIONS

### PREFACE

In accordance with Article (3) section (2) of the CC&Rs, the Board may, "establish rules further governing the project." It is understood that such rules shall apply and be binding upon all Unit Owners, tenants, subtenants or other occupants of the Units. The Unit Owner is responsible for communicating the Rules and Regulations to occupants and guests and will be liable for fines incurred and damages caused by occupants and guests.

These Rules and Regulations have been adopted with the intent of clarifying, not replacing, certain points of the CC&Rs. All owners should be familiar with both the Rules and Regulations and the CC&Rs. This will help maintain the community as a first-class association and provide Residents with guidelines for living together as neighbors. A successful Association is a community of Owners who exhibit a pride of homeownership and share a common vision as to what constitutes a desirable neighborhood. As such, the Board has unanimously adopted the following rules and regulations as of the effective date listed on this document.

Membership in the Association runs with the property. Each buyer of property within the community is bound by the governing documents of the Association that include the Declaration (CC&Rs), By-laws, Rules & Regulations and Architectural Guidelines. Homeowners who oppose a particular rule or regulation are asked to keep the following points in mind:

- Living in an Association means one must adhere to certain rules and regulations due to the necessity for architectural conformity and the demands of the governing documents, which exist for the benefit of our community and helps to maintain our property values.
- Owners have the right to petition the community to change a regulation if he/she feels that a particular regulation no longer applies or is unduly restrictive of the majority.  
If an owner is found in violation and is fined, remember this action is taken because the majority of Owners in the Association consider it to be just and proper.
- Effective Rules & Regulations requires the cooperation of all Residents of the Association. The best approach to resolving a difference with a neighbor is to talk to your neighbor directly. However, should this not resolve the problem, an official complaint can be filed with the Community Manager and/or Board. Each Resident's cooperation and participation is encouraged. This is your Association and these are your rules. Let's work together to have a great community.



## INTRODUCTION

1. The following Rules & Regulations flow from and supplement provisions found in the Declaration of Condominium and By-laws of the Wingate Village Town Homes Homeowners Association. It is not the intent of these Regulations to be a substitute for the Declaration and Bylaws.
2. To the extent that the provisions of applicable law (federal, state or local), the Declaration, By-laws or the Rules & Regulations are in conflict, the provisions of applicable law shall first control followed by the provisions of the Declarations, the By-laws and the Rules & Regulations, in that order.
3. These Rules & Regulations are binding on all Owners, Residents, their families and guests. The Owner is responsible for communicating the Rules & Regulations to occupants and guests and will be liable for fines incurred and/or damages caused by occupants and guests.
4. The provisions of these Rules & Regulations can only be amended by vote of the Management Committee in an open meeting following notice to the community of a pending change and allowing for a minimum of thirty (30) days for public comment.

## DEFINITIONS

1. Assessment – Shall refer to any amount imposed upon, assessed or charged a Unit Owner or Resident at the Project.
2. Association – Refers to all of the Unit Owners at Wingate Village Town Homes acting as group in accordance with the Declaration.
3. By-laws – Refers to the By-laws of the Wingate Village Town Homes Homeowners Association, Inc. a copy of which is attached to and incorporated in the Declaration by reference as Exhibit C.
4. Common Area – Shall mean to that portion of the Project not a Unit.
5. Declaration – Refers to the Declaration of Condominium for Wingate Village Town Homes an expandable Utah condominium project. Also referred to as CC&Rs.
6. Guest – Refers to an invitee, temporary visitor or any person whose presence within the Project is approved by or is at the request of a particular Resident.
7. Improvement – Refers to any physical change or addition to the Land to make it more valuable.
8. Land – Shall refer to all of the real property subject to the Declaration.
9. Limited Common Area – Shall mean those Common Areas designated in the Declaration or in the Condominium Plat as reserved for the use of a certain Unit Owner to the exclusion of the other Unit Owners. Any doorsteps, landings, patio, or other improvements intended to serve only a single Unit, shall constitute Limited common Area appertaining to that Unit exclusively, whether or not the Condominium Plat makes such a designation.
10. Management Committee or Committee – Refers to the committee of Owners elected or appointed to manage the affairs of the Association. May also be referred to as Board of Directors or Board.



11. Owner – Refers to a holder of a fee or an undivided fee interest in a Unit in the Project, excluding a mortgage or a beneficiary or trustee under a deed of trust, unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding.
12. Project – Shall mean the Wingate Village Town Homes.
13. Property Manager, Community Manager or Manager – A person or entity appointed or hired by the Association to manage and operate the Project and/or assist in the administration of the Association.

## GENERAL RULES

### POOL RULES

The Pool facility is the single most used amenity at Wingate Village Town Homes. It is imperative that the Pool Rules be followed in order to ensure that the facility offers the opportunity for the equal enjoyment of all Wingate Village Town Homes Owners. Please refer to Exhibit "D" located at the very back of these Rules & Regulation for a full listing of the Pool Rules.

### AERIALS, ANTENNAS AND SATELLITE SYSTEMS

1. Antennas and satellite dishes shall be prohibited within the Property, except:
  - a. No television or radio poles, antennas, satellite dishes, or other external fixtures other than those originally installed by Declarant or approved by the Association and any replacements, shall be constructed, erected, or maintained on or within the project or any structures within it.
  - b. Satellite dishes designed to receive direct broadcast satellite service which are 18 inches or less in diameter; shall be permitted, provided that any such Permitted Device is:
    - i. Located in the attic or other interior spaces of the dwelling or another approved structure on the Unit, so as not to be visible from outside the dwelling or other structure;
    - ii. Attached to or mounted on a deck or patio and extending no higher than the eaves of that portion of the roof of the dwelling directly in-front of such antenna.
    - iii. Not attached to the front porch.
2. Notwithstanding the foregoing, should an Owner determine that a Permitted Device cannot be located in compliance with the above guidelines without precluding reception of an acceptable quality signal; then the Owner may install the device in the least conspicuous alternative location on the Unit where an acceptable quality signal can be obtained. The Management Committee may adopt rules establishing a preferred hierarchy of alternative locations and requiring screening of all Permitted Devices, so long as such rules do not unreasonably increase the cost of installation, maintenance, or use of the Permitted Device.



## BICYCLES

Bicycles in the Common Areas must be parked or stored within your enclosed patio.

## BUSINESS USE

No commercial trade or business may be conducted in or from any townhome unless the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside of the townhome.

## COMMON AREAS

1. No item may be installed or encroach on common areas without the express written permission of the Management Committee. This includes without limitation, flagpoles, clothesline, signs, decks, fences, landscaping, lawn decorations and walkways. Personal items such as play equipment and lawn chairs may not be stored or left overnight on any common area.
2. Nothing shall be done or kept in, on or about any Unit or in the Common Areas or Limited Common Areas which may result in the cancellation of the insurance on the Property or an increase in the rate of the insurance on the Property, over what the Management Committee, but for such activity, would pay.
3. The Common Areas shall not be used for storage of supplies and personal property. Entrances, sidewalks, yards, or parking areas shall not be obstructed in any way nor shall unauthorized persons use them for other than their intended purposes. In general, no activities shall be carried on nor condition maintained by any Owner either in his Town Home or upon the Common Areas which despoils the appearance of the project.

## CONTRACTOR WORKING HOURS

Residents who employ contractors to perform services shall not allow the performance of such services weekdays before 7 a.m. and weekends before 9 a.m. All such contract services must terminate each evening no later than dusk. Contract services include, but are not limited to, general construction activities.. Services such as, emergency repairs to your home is excluded. Contractor trucks, trailers and all other equipment or materials must be removed from streets each evening.

## ENERGY CONSERVATION EQUIPMENT

Except in compliance with U.C.A. Section 17-27-901, as it may be amended from time to time, no solar energy collector panels, other energy conservation equipment or attendant hardware shall be constructed or installed on the Project, and such installations must be approved by the Management Committee in advance.

## EXTERNAL UNIT ADDITIONS

No external items such as wiring, insulation, air conditioning equipment, and water softening equipment, fences, awnings, ornamental screens, screen doors, porch or patio enclosures, sunshades, lighting fixtures will be allowed without prior written approval of the Management Committee.



## FIREARMS, INCENDIARY DEVICES AND GRAFFITI

The use of firearms and incendiary devices, or the painting or graffiti, within the Project is prohibited. The term firearms includes but is not limited to all guns, pistols, handguns, rifles, automatic weapons, semi-automatic weapons, BB guns, pellet guns, sling shots, wrist-rockets, blow-dart guns, and other firearms of all types, regardless of size.

## GARAGE SALES

Residents must comply with the city rules regarding Garage Sales and sign regulations. Residents are encouraged to take advantage of community wide garage sales that can be coordinated by request to the Management Committee.

## GARBAGE, DEBRIS AND BULK WASTE

All rubbish, trash, refuse, waste, dust, debris and garbage shall be regularly removed from the Units, Limited Common Area and Common Areas and shall not be allowed to accumulate thereon. Seasonal tree and bush trimmings too large for landscape waste bags may be stored no longer than seven days in the rear only of your unit. Littering in the common area is prohibited. Please check with the city for the current regulations regarding bulk waste collection.

## LEASES

1. Any agreement for the leasing, rental, or occupancy of a Unit (hereinafter referred to as a "lease") shall be in writing and a copy thereof shall be delivered along with proof of background check to the Management Committee before the term of the lease commences. A twenty-five dollar (\$25.00) late fee will be assessed should a copy of the lease not be delivered to the Association within ten (10) days after the term of the lease commences.
2. Every lease shall provide that the terms of such lease shall be subject in all respects to the provisions of the Governing Documents. Said lease shall further provide that any failure by the resident thereunder to comply with the terms of the foregoing documents shall be a default under the lease. If any lease does not contain the foregoing provisions, such provision shall nevertheless be deemed to be a part of the lease and binding on the Owner and resident.
3. By virtue of taking possession of a Unit, each lessee agrees to be subject to and abide by these restrictive covenants, and that any covenant violation shall be deemed to constitute a default under the lease.
4. No Owner shall be permitted to lease his Unit for transient, hotel, seasonal, rental pool or corporate/executive use purposes, which shall be deemed to be any rental with an initial term of less than thirty (30) days.
5. Daily or weekly rentals are prohibited.
6. No Owner may lease individual rooms to separate persons or less than his entire Unit unless the following criteria are met:
  1. All individuals over the age of eighteen (18) are signatories of the lease.
  2. No more than one (1) individual may lease each room.
  3. The initial lease term may not be for less than six (6) months.
7. Any Owner who shall lease his/her Unit shall be responsible for assuring compliance by the resident with the Governing Documents. Failure by an Owner to take legal action, including the institution of a forcible entry and unlawful detainer





proceeding against the lessee who is in violation of the Project Documents within ten (10) days after receipt of written demand so to do from the Board of Directors, shall entitle the Association to take any and all such action including the institution of proceedings in forcible entry and unlawful detainer on behalf of such owner against his/her lessee.

8. The Association shall be an intended third-party beneficiary to any lease agreement and all Owners, by acceptance of deed bound by the Declaration, agrees that the Association may institute eviction proceedings in the event that a tenant causes continual violations and disruption to the community. However, no such eviction proceedings shall be initiated by the Association until the absentee Owner has been given notice of the intent to evict and fails to cure the same.
9. Neither the Association nor any agent retained by the Association to manage the Project shall be liable to the Owner or lessee for any eviction under this section that is made in good faith. Any expenses incurred by the Association, including attorneys' fees and cost of suit, shall be repaid to it by such Owner. Failure by such Owner to make such repayment within ten (10) days after receipt of a written demand therefore shall entitle the Board to levy an individual assessment against such Owner and his Unit for all such expenses incurred by the Association. In the event such Assessment is not paid within thirty (30) days of its due date, the Board of Directors may resort to all remedies of the Association for the collection thereof.
10. The Association may at any time and from time to time, and without liability to any Owner from trespass, damage or otherwise, enter upon any Unit for the purpose of maintaining and repairing such Unit or any improvement thereon if for any reason the Owner fails to maintain and repair such Unit or improvement as required by the provisions of the Declaration. The Association shall also have the power and authority from time to time in its own name, on its own behalf, or in the name and behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Declaration, the Bylaws, or any Rules and Regulations promulgated by the Board or to enforce by mandatory injunction, or otherwise, all the provisions of the Declaration, the Bylaws and such Rules and Regulations.
11. Association may collect unpaid assessments from tenants as outlined in the Collection of rent resolution attached at the end of this document (Exhibit E).
12. Other than as stated in this Section, there is no restriction on the right of any Owner to lease or otherwise grant occupancy rights to a Unit.
13. The Board may create such rules and regulations related to the leasing of units as it may desire in its sole discretion, including but not limited to:
  1. Establishing application forms and procedures for rental of units,
  2. Requiring that landlords provide copies of leases to the Association,
  3. Limiting the number of, or eliminating, rental units in the project,
  4. And requiring landlords to accept responsibility for damages caused by occupants and visitors of rental units.



## LIGHTING & HOLIDAY DECORATIONS

Holiday lights and decorations may be displayed from November 15 through January 31, but may not be illuminated after January 15. The take down date may be extended at the sole discretion of the Management Committee in response to weather conditions. Lights and decorations for holidays falling outside the above dates may be displayed from three (3) weeks prior to the holiday to one (1) week after.

## NOISE

It shall be unlawful for any person within the Association to make, continue, or cause to be made or continued, any loud, unnecessary or unusual noise which either annoys, disturbs, injures or endangers the comfort, repose, convenience, health, peace or safety of others, within the corporate limits of the Association.

## NUISANCE

It shall be the responsibility of each Owner and resident to prevent the creation or maintenance of a nuisance in, on or about the Project. The term "nuisance" includes, but is not limited to the following:

1. The development of any unclean, unhealthy, unsightly, or unkempt condition on, in or about a Unit, Limited Common Area, or the Common Area;
2. The storage of any item, property or thing that will cause any Unit, Limited Common Area or the Common Area to appear to be in an unclean or untidy condition or that will be noxious to the senses;
3. The storage of any substance, thing or material upon any Unit, Limited Common Area or in the Common Area that will emit any foul, unpleasant or noxious odors, will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the other residents at the Project;
4. The creation or maintenance of any noxious or offensive condition or activity in or about any Unit, Limited Common Area or the Common Area;
5. Actions or activities tending to cause embarrassment, discomfort, annoyance, distress or a disturbance to any other residents, their guests or invitees, particularly if the police must be called to restore order;
6. Maintaining any plants, animals, devices or items, instruments, equipment, machinery, fixtures, or things of any sort whose activities or existence in any way is illegal, noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community by other residents, their guests or invitees;
7. Creating or maintaining an unreasonable amount of noise or traffic in, on or about any Unit, Limited Common Area or the Common Area, especially after 10 p.m. and before 7 a.m.;
8. Violation of U.C.A., Section 78-38-9 (1999) (i.e., drug houses and drug dealing; gambling; group criminal activity; prostitution; weapons; parties), as it may be amended or supplemented.
9. Children should not be left outside unattended. Parents are responsible for any damages or injuries that may occur;
10. excessive traffic in, on or about any townhome or the common area is prohibited;



11. rubbish, trash, refuse, waste, dust, debris and garbage shall be regularly removed from the townhome and shall not be allowed to accumulate thereon or to be stored in such manner that it is visible from the street.

## BARBEQUE USAGE AND STORAGE

Our community declarations state that we adopt local laws and ordinance and city does have some laws on the books on the topic of open flames cooking devices. Our city adopts the International Fire Code standards, and the latest version was released in 2012.

**Please consult the city in order to know what the current code is.**

"308.1.4 Open-flame cooking devices. Charcoal burners and other open flame cooking devices shall not be **operated** on combustible balconies or within ten (10) feet of combustible construction. **Exceptions:** (a) One-and-two family dwellings. (b) Where buildings, balconies and decks are protected by an automatic sprinklers system. (c) LP-gas cooking devices having LP-gas container with a water capacity not greater than 2½ pounds."

## PETS

1. No pets, animals, livestock or poultry of any kind shall be commercially bred in, on or about the Project. Pets must be properly licensed and registered by the appropriate governmental agency where required. Pets may not create a nuisance. The following acts may constitute a nuisance:
  1. Causing damage to the property of anyone other than the pet owner;
  2. Causing unreasonable fouling of the air by odors;
  3. Causing unsanitary conditions;
  4. Defecating on common areas when the feces are not immediately cleaned up by the responsible party;
  5. Barking, howling, whining or making other disturbing noises in an excessive, continuous or untimely fashion;
  6. Molesting or harassing passersby by lunging at them or chasing passing vehicles;
  7. Attacking or threatening to attack people or other domestic animals;
  8. Otherwise acting so as to bother, annoy or disturb other reasonable residents or interfering with their right to the peaceful and quiet enjoyment of their property;
2. Any pet creating a nuisance or an unreasonable disturbance or is not a common household pet, as determined by the city animal control officer, must be permanently removed from Wingate Village Town Homes upon seven (7) days written notice.
3. Pets in the Common Area must be in a cage or on a leash and under the control of a responsible person. Pets may not be tied or tethered in the Common Area. The Management Committee may establish Pet Rules, including rules limiting the number of pets per unit, and charge a pet deposit and/or a registration fee.
4. No more than one small (30 lbs. and under) domesticated dog or cat or other small household pet per unit will be allowed.
5. All dogs and cats must have current rabies vaccinations.



6. Pets must be contained within the Owner's Unit. Outside animals are not permitted. Pets may not be left alone in common areas or with access to common areas (E.g. tethered on front porches or back patio with gate open.)
7. Dogs shall be on a leash at all times when outside a Unit. Residents finding an unleashed pet in the Common Area shall immediately contact Animal Control.
8. Owners are personally responsible for the cost to repair any damage caused by their pets to the common area.
9. Any pet which endangers the health or welfare of any Owner, resident, invitee, or guest is to be reported immediately to the city animal control officer. If it is determined by the city that the animal is vicious or a danger to the community it must be permanently removed from Wingate Village Town Homes upon seven (7) days written notice.
10. Animal bites must be reported to the Animal Control Officer within 24 hours for investigation.

### SIGNS

No sign of any kind shall be displayed to the public view on or from any Town Home or any other portions of the project without the approval of the Association. However, one sign of customary and reasonable dimensions advertising a Town Home for sale or adjacent thereto by the Owner of such Town Home, the location and size of such shall be subject to approval by the Association.

### SMOKING AND DRUG ABUSE

1. Smoking is prohibited in any exterior area known as common or limited common ground. This includes patios, sidewalks, and all grass areas. Owners should be aware that cigarette butts left on the ground are considered litter, and will be fined as such.
2. Wingate Village Town Homes is a multi-family attached housing project with neighbors in close proximity each wishing to enjoy the ownership of their Units. Utah State Law is very clear that smoking within a multi-family attached housing project is classified as a nuisance which may be stopped by injunction (see Utah Code, 78B-6-1101 and 78B-6-1105; <http://le.utah.gov/~code/TITLE78B/78Bo6.htm>). Therefore, smoking by Owners, tenants, and/or guests is strictly prohibited outside any Wingate Village Townhome or in any Limited Common Area or Common Area.
  1. If a complaint is received regarding drifting (secondhand) smoke from any and all locations in Wingate Village Town Home Community, within two consecutive weeks, the Association's attorney may be contacted – at the expense of the smoking party(ies) responsible owner – to begin legal proceedings against the owner.
  2. Alcohol or any other drug use is not allowed in any common areas.

### STORAGE AND PARKING OF VEHICLES

Please refer to Exhibit E – Parking Policy



## STRUCTURAL ALTERATIONS

1. Except in the case of an emergency repair, no structural alterations of any kind to the Common Areas or Limited Common Areas shall be done or permitted by any Owner without the prior written consent of the Management Committee.
2. No structural alterations to the interior of any Town Home shall be made and no plumbing or electrical work within any bearing or common walls shall be made by any owner or permitted to be made, without the prior written consent of the Association.
3. No owner shall at his expense or otherwise make or permit to be made any alterations for modifications (including painting) to the exterior of the buildings, or to Town Homes, fences, railings, walls, or landscaping situated within the project, without the prior consent of the Association (who shall consider harmony with external design, color, and location with the project as a whole).

## SUBDIVISION OF A UNIT

No Unit shall be subdivided or partitioned.

## TEMPORARY STRUCTURES

No Owner or occupant shall place upon any part of the Project any temporary structures including but not limited to tents, trailers, or sheds, without the prior written consent of the Committee.

## TREES, SHRUBS AND BUSHES; MAINTENANCE OF PROPER SIGHT DISTANCE AT INTERSECTIONS

All property located at or near entrances, exits, walkways, paths and street intersections or comers shall be landscaped so as to remove any obstructions and to permit safe sight. No fence, wall, hedge, shrub, bush, tree or monument, real or artificial, shall be planted or placed by any Owner or occupant in, on or about the Common Areas without the prior written consent of the Committee. The Management Committee may alter or remove any objects planted or placed in violation of this subsection and shall not be guilty of a trespass.

## UNSIGHTLY AND UNKEMPT PROPERTY

1. Activities (e.g., assembly/disassembly of motor vehicles and other mechanical devices), which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Project.
2. Each Owner shall maintain, repair and replace his Unit and Limited Common Area, including but not limited to individual services such as power, light, gas; hot and cold water; heating, refrigeration, and air conditioning; fixtures; glass, window and window units; and doors and door units.
3. Each Unit Owner shall be responsible for keeping his Unit and Limited Common Area clean, attractive, safe, sanitary and functional so as not to detract from the health, safety or uniform appearance or design of the Project and in a manner consistent with Community Standards.



4. When the Association declares a property unsightly, the unit owner will be sent a written notice that will give a reasonable length of time for the owner to bring the property up to standards. If the owner fails to bring the property up to standards, the Association may have the work performed and will bill the expense to the unit owner.

## VANDALISM

Any acts of vandalism to Units, Limited Common Areas or Common Areas should first be reported to the Police Department and then to the Community Manager so that the necessary repairs may be completed. Charges incurred to repair damages made by a Unit Owner, Tenant, Family Member and/or Guest will be billed to the Unit Owner.

## WINDOWS AND DOORS

All exterior doors, windows, and window units in the Project shall be harmonious, and comparable in size, design, construction materials, and quality so as not to detract from uniformity in appearance and quality of construction. Each home is required to have window coverings. Only curtains, drapes, shades, shutters or blinds may be installed as window covers. No aluminum foil, newspapers, reflective film coatings, or any other similar materials may be used to cover the exterior windows of any residential structure on a Unit. All exterior doors must be painted forest green. Changes must be approved by the Association.

## GRIEVANCE PROCEDURE

### WHO MAY INITIATE THE GRIEVANCE PROCEDURE?

Any Owner, Committee Member, Manager, or employee of the Association or Management Company (1) who believes their comfort, safety, or property is damaged by the action or inaction of another Member or Manager of the Association; or (2) instances in which disagreement arises between any of the two above-mentioned parties. All decisions of the Committee, after receiving the complaint, shall be recorded in the minutes.

### STEP 1 – INFORMAL

Orally report the problem to a Committee Member or the Management Company by phone or in person. This should be done within fifteen (15) days of the alleged grievance. Often there is some kind of a misunderstanding that is easily resolved. A Committee Member or the Management Company will respond/report back by phone or in person within a reasonable time. If the complainant feels the issue is yet unresolved he/she shall proceed to Step 2.

### STEP 2- FORMAL

The Complainant will contact the Management Committee or the Management Company in writing. The letter should include the date the problem occurred, date the letter was written, Complainant's name, and description of the problem and any other pertinent information the Committee may need. The letter should be sent within fifteen (15) days of the informal meeting and should be sent to the President of the Management Committee or the Management Company. The letter will be reviewed at the



next regularly scheduled Board Meeting in which the complainant will be invited to attend. The Management Committee and Complainant will attempt to resolve the grievance. The Complainant may request a written response from the Management Committee. If the Complainant feels the issue remains unresolved at the Committee Meeting or by receipt of the requested written response of the Committee he/she shall precede to Step 3.

### STEP 3- ARBITRATION/NEGOTIATION

1. The Complainant formally requests additional meetings for negotiation/arbitration. This request should be in written form and submitted to the President of the Management Committee or the Management Company. The Management Committee will arrange the meeting within a reasonable time. Representatives from all interested parties shall be invited. The purpose of this meeting shall be to resolve the grievance to the satisfaction of all concerned. This meeting shall be reported at the next regularly scheduled Management Committee Meeting and recorded in the minutes.
2. Rules and policies included within the By-laws and CC&Rs, which are filed with Salt Lake County under the Utah Condominium Act, are not negotiable and will not be arbitrated or negotiated.

## SECTION IV -VIOLATIONS AND FINE POLICY

### WITNESS TO VIOLATION

Unless the Management Committee is notified of rules infractions by Owners that witness them, the rules cannot be enforced. While the Management Committee does not serve as a police department or referee between disputing Owners, each resident's cooperation and participation is encouraged.

### WITNESS STATEMENT

Violation notices are issued by the Management Company, or persons authorized by the Management Committee to do so, to the party allegedly committing the violation or allowing his/her family members, tenants, guests, invitees or pets to commit violation(s). The following procedure is to be followed in reporting a rules violation.

A Violation Complaint is received from an Owner witnessing the violation, or noticed by the Management Company in routine property inspections. To report a violation, use the violation form found at [www.wingatetownhomes.com](http://www.wingatetownhomes.com). Violations need to be in writing to ensure a proper paper trail of documentation.

The email of complaint must include 1) the name, address and phone number of the complaining witness, 2) the owner's name and/or address where the alleged violating person resides, and 3) the specific details or description of the violation including date, time, and location where it was alleged to have occurred.

A Committee Member or the Management Company may issues a witness statement based on his or her own observations. The statement is entered into the CC&R violation tracking system and a correction request is sent to the property in violation as outlined below.



### **Written Warnings (1st)**

Written Warnings for the first offense of a particular rule will be sent by U.S. postal service or by e-mail (which also is a valid source of contact in a court of law) to the Owner of record within ten (10) business days of the alleged violation. The warning will include specifics of the alleged violation as well as steps that must be taken to rectify the situation and/or the consequences for subsequent violation of that rule. Request for a hearing to protest the written warning must be made within ten (10) business days after receipt of the Written Warning.

### **Notice of Violation**

If subsequent violation complaints are received in regards to the same rule within one year of a previous complaint or if the steps outlined in the Written Warning to rectify the situation have not been taken, a Notice of Violation will be sent by U.S. postal service or by e-mail (which also is a valid source of contact in a court of law) to the Owner of record within ten (10) business days of the alleged violation or lack of compliance. The Notice will include the specifics of the alleged violation along with the amount of the fine to be imposed by default unless a hearing is requested within ten (10) business days after receipt of the Notice of Violation. Violations of legal documents (CC&Rs, By-laws, Rules & Regulation) are tracked by the Management Company.

### **Hearings**

Provided the Notice of Violation recipient has properly requested a hearing, that person will be given a written notice informing him or her of a time and place where the Management Committee or its duly authorized Committee will conduct a hearing to review the complaint. At that time, the recipient will have the opportunity to defend him or herself and express their reasoning behind their actions. All hearings will proceed with or without the presence of the accused Owner. The person signing the Witness Statement alleging the violation must be present or the Complaint will be dismissed and cannot be brought again for the same violation at the same time and place. The decision of the Management Committee or its duly authorized Committee shall be rendered in writing within five (5) days after the hearing and such decision shall be binding upon all parties.

## **PENALTIES, FINES AND FEES**

### **Violations of the Legal Documents**

1. 1st offense- Written Warning
2. 2nd offense- \$50 fine
3. 3rd offense – \$100 fine
4. 4th offense – \$200 fine
5. All Fines and Fees assessed to Owners are subject to interest and late fee charges per the Collection

## **ARCHITECTURAL GUIDELINES VIOLATIONS**

1. Failure to submit a required modification request – \$100 per occurrence or modification.
2. Failure to submit a required modification request within two weeks after being fined per step one – \$100 per month until the modification is submitted and approved.





3. Installations that are not in compliance with the Architectural Guidelines will result in a fine of \$100 per month until it is in compliance with an approved submittal.

### Costs

1. In the event of any violation of the CC&Rs, Rules & Regulations, Architectural Guidelines or By-laws of the Association, the Management Committee reserves the right to pursue any and all legal remedies to compel enforcement, legal and equitable. Any and all costs and attorney's fees shall be assessed back to the account of the offending Owner.

## TRANSFER OF OWNERSHIP

### SELLER RESPONSIBILITY

1. The Seller must supply the Buyer with facilities keys, copies of the CC&Rs, By-laws and Rules & Regulations and Collection Policy of the Association so that they are aware of the provisions contained therein. Copies of these documents can be obtained via e-mail from the Association Manager by e-mailing HOA@wingatetownhomes.com.
2. Seller must supply the Community Manager with the names and addresses of the Buyer, as well as a forwarding address and telephone number for themselves.

### ESTOPPEL/NOTIFICATION OF SALE

With thirty (30) days' notice and upon written documentation that paragraphs 5.1(a) and 5.l(b) have been complied with, the Seller may request an estoppel (closing statement) setting forth the amount of any unpaid assessments and other charges due and owing from said Owner from the Community Manager. The Management Company is authorized to collect a fee not to exceed \$50 for this service. See Exhibit B.

## SECTION VI – PETITIONING FOR RULES & REGULATIONS CHANGE

### Document Change Request

The Management Committee has adopted these Rules & Regulations in the belief that they reflect the requirements of the CC&Rs and the will of the majority of the residents. Requests for changes can be made through e-mail by mailing the Management Committee at HOA@wingatetownhomes.com. The Management Committee, on at least an annual basis, will consider all requests for changes in good faith. Please remember that many of these rules are simply restatements or clarifications of provisions in the CC&Rs and therefore may not be changed without amending the governing documents.

### Meeting Request for Change

Residents may also call for a Special Meeting of the Association to consider either a Rules and Regulation change or an Amendment to the CC&Rs by collecting signatures of at least 10% of the homeowners (only one signature per residence) in the Association on a petition that states the particular change(s) sought and presenting it to the President of the Management Committee. At such a Special Meeting a rule may be overruled, cancelled or modified by a vote of the neighborhood representatives representing a majority of the total Units in the Association.

