

# House Rules of Donner Place, A Condominium Project, Revised June 30, 2022

WHEREAS, "Declaration" is the *Amended And Restated Declaration Of Condominium Of Donner Place, A Condominium Project*, recorded September 3, 2010 and as amended on August 2, 2013; "Act" is the *Condominium Ownership Act, Utah Code Annotated, Title 57, Chapter 8*; and "Association" is *The Donner Place Owners Association*; and "By-Laws" is the *Amended and Restated By-Laws of Donner Place, A Condominium Project*, recorded September 3, 2010;

WHEREAS, all other terms used herein and as are defined in the Declaration, shall have the same meanings ascribed in these House Rules, Policies, and Addendums of Donner Place, A Condominium Project, Revised June 30, 2022 ("House Rules");

WHEREAS, in the event of a discrepancy between the House Rules and the Remodeling Rules found in Addendum No. 1, the Remodeling Rules shall prevail;

WHEREAS, the Board wishes to supplement the Declaration by providing detailed governing instructions regarding the operation of the Association, its rules, its late fees and interest rate, and its assessment of fines; and

- Achieve a high degree of consistency and fairness regarding the administration of Association affairs;
- Promote openness on the part of the Association by documenting those processes and the administrative procedures related to Association business;
- Provide Owners with a summary of the Association's House Rules, Policies and Addendums;
- Provide a copy of these House Rules, Policies and accompanying Addendums to each Owner at his/her last known address and make available on the Association's website;
- Provide authority to the Board and the Manager for the Association, Matt Mendenhall of Welch Randall Real Estate, and as may change from time to time, to enforce these House Rules as delegated by the Association's Board.

NOW, THEREFORE, IT IS RESOLVED that the following steps, procedures, addendums and rules be adopted to provide for the uniform and systematic procedure for the violation of rules, application of fines and the establishment of a late fee charge and interest rate;

## **I. LATE FEE AND INTEREST RATE POLICY FOR UNPAID ASSESSMENTS**

WHEREAS, Article III, Section 18(d) of the Declaration authorizes the Board to determine the Association's late fee charge and interest rate for past due Assessments;

NOW, THEREFORE, IT IS RESOLVED that any Assessment payment received after the tenth (10<sup>th</sup>) day of the month in which it was due shall be assessed a late fee in a sum equal to five

percent (5%) of the of the payment or fifty dollars (\$50.00), whichever is greater. Interest at the rate of eighteen percent (18%) per annum shall accrue on delinquent Assessment accounts from the date it becomes due and payable if not paid within thirty (30) days after such date.

## II. **FINE POLICY**

WHEREAS, Article III, Section 18(i)(3) of the Declaration authorize the Board, on behalf of the Association, to levy a fine or individual assessment against a Unit and its Owner as a charge or to reimburse the Association for any fine, attorneys' fees, interest, and other charges relating to the Declaration and the other Association Documents; and

WHEREAS, Article III, Section 32 of the Declaration and UCA 57-8-37 of the Act instructs the Board how to provide an Owner or Resident with notice of the fine and an opportunity to be heard by the Board regarding such a fine;

NOW, THEREFORE, IT IS RESOLVED that the following steps, procedures and schedule be adopted to provide for the uniform and systematic procedure for the Board and/or Manager's application of Owner fines:

**Fine Schedule.** The following fine schedule applies to violations of the Association Documents including, but not limited to, these House Rules:

1. **First Violation:** the Owner shall be provided a **written warning** that:
  - Describes the violation;
  - States the rule of the Association that was violated;
  - States that the Association may assess fines if a continuing violation is not cured within the time provided or if the Owner commits a similar violation within one year after the day on which the Association gives the Owner this written warning or assesses a fine against the Owner under these rules and regulations; and
  - If a continuing violation, will state a time of not less than 48 hours after the day on which the Owner is given the written warning by which the unit owner shall cure the violation.
2. **Second Violation:** **\$150** fine will be assessed against the Owner.
3. **Third and Ongoing Violations:** **\$500** or the maximum amount allowable to reach the \$500 monthly limit for the violation of the same rule within any one calendar month.

**Repeat Violations.** Owners who repeat any violation within a twelve (12) month period of receiving a written warning, or allow a violation to continue for 10 days or longer after the day on which the Board assesses the fine, are not entitled to an additional notice or hearing, regardless of whether or not the Owner participated in a hearing as a result of the first violation and fine. For such repeat violations, the Board may automatically begin fines as outlined above.

Fines assessed under this schedule shall accrue interest and late fees pursuant to the Late Fee and Interest Rate Policy detailed above in Section I.

Pursuant to Article III, Section 32 of the Declaration and UCA sections 57-8-37 and 57-8-42 of the Act, Owners shall be provided with written notice of any claimed violation before any fine or suspension of an Owner's rights becomes final.

**Rule Enforcement:**

- Complaint: An Owner may file a written complaint with the Board regarding a violation of the Association Documents by another Owner or Resident.
- Investigation: Upon receiving a complaint from an Owner, the Board and/or Manager has the discretion to investigate the complaint and decide if it is valid. If the Board or the Association's Manager witnesses a violation at any time, they may immediately proceed to send a notice of the violation or assess a fine.

**Written Notice:**

- Violation and Notice: If the Board finds that there is a violation, the Board and/or Manager shall send notice of the violation and fine to the alleged offending Owner.
- Delivered personally: at the address given by the Owner to the Board for the purpose of service of notice, or to the address of the owner's unit if no other address has been provided; or
- Sent by mail: and shall be deemed to have been delivered seventy-two (72) hours after it has been deposited with the U.S. Postal Service, regular mail, addressed to the address given by the Owner to the Association for the purpose of service of notice, or to the address of the Owner's Unit if no other address has been provided.

**Right to Request Informal Hearing:** An alleged offending Owner who is assessed a fine under these rules may request an informal hearing before the Board to dispute the fine within 30 days starting the day after which the Owner receives notice that the fine is assessed.

- The hearing shall provide the Owner a reasonable opportunity to present the Owner's position, including any testimony and/or evidence, to the Board; and
- Allow any participants involved to participate by means of electronic communication;
- No late fees or interest may accrue on the fine until after the Board conducts the informal hearing and the Owner receives a final decision.

### **III. HOUSE RULES**

WHEREAS, Article III, Section 16(i) of the Declaration and Article VIII of the By-Laws authorize the Board, on behalf of the Association, to promulgate such reasonable administrative guidelines, rules, regulations and procedures as may be necessary or desirable to aid the Board in carrying out any of its functions or to ensure that the Project is maintained and used in a manner consistent with the Declaration;

NOW, THEREFORE, IT IS RESOLVED that the following rules, guidelines, procedures and addendums be adopted to ensure that Owners treat one another and the Association fairly and to ensure that the Project is maintained in a consistent matter as set out in the Declaration and By-Laws;



1. **Common Areas.** The hallways, sidewalks, stairways, elevators, parking ramps, and/or other similar Common Areas of the Project shall not be obstructed or used for any purpose other than ingress to and egress from the Owner's Unit.

2. **Personal Property.** The lobbies, hallways, stairways, sidewalks, elevators, parking ramps, and/or other Common Areas shall not be used for storage of personal property including, but not limited to; furniture or any shopping carts, bicycles, shoes and baby carriages.

3. **Disturbances.** All Owners and Residents have the right to the quiet use and enjoyment of their Unit. All Owners and Residents shall not interfere with this right.

- Noise shall be kept to a minimum between the **quiet hours of 10:00p.m. and 8:00a.m.** If noise within a Unit or Common Area can be heard from outside of that Unit or Common Area in another Unit during these hours, it is too loud and shall be deemed a violation.
- Noise outside of the quiet hours that is deemed a nuisance shall also be deemed a violation.

4. **Names.** Owners and Residents shall not put their names on any entry, passageway, vestibule, hall, or stairway of the building, except in the proper place or places provided therefor by the Association.

5. **Balconies and Patios.** No rugs shall be beaten on balconies, patios, or outdoor living areas, stairways, or in the halls or corridors, nor shall dust, rubbish, or litter be swept from a Unit, or any portion thereof, into any of the halls, entryways or Common and/or Limited Common Areas of the Project or off the Unit's balconies, patios, or other outdoor living areas.

6. **Water Apparatuses.** Water closets and other water apparatuses shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, papers, ashes, or other substance shall be thrown therein. Any damage caused to another Owner's Unit or the Project's Common and/or Limited Common Areas resulting from the misuse of such apparatuses shall be paid for by the Owner responsible for the misuse of such apparatuses.

7. **Construction and Remodeling.** Any Owner wishing to modify or remodel his/her Unit must first obtain Board approval prior to the commencement of any such remodeling. A deposit and application form are required. Please contact the Manager to request the appropriate forms and fee requirements.

- Review Addendum No. 1: entitled "Remodeling Rules" (hereinafter "Remodeling Rules"), attached hereto, for specific guidance and rules regarding the remodeling of Units.

8. **Moving Damage.** A \$3,000 deposit and application form are required prior to any move in or out of a Unit. Please contact the Manager to request the appropriate forms and to pay the deposit. Any damage to the Project or another Owner's Unit caused by an Owner and/or his/her Resident moving in or out of a Unit, shall be paid for by such Owner. Prior to any move, an Owner is required to contact the Manager to have protective panels installed in the elevator cab prior to any moving activity.

- Review Addendum No. 2: entitled "Move in and Move Out Rules" (hereinafter "Moving Rules"), attached hereto, for specific guidance and rules relating to moving in and out of Units.

9. **Windows.** Nothing shall be thrown or emptied out of a Unit's windows. Nothing shall be hung from the outside of a Unit's windows or placed on the Unit's outside window sills.

10. **Pets.** Dogs, cats, and/or any other kind of pets are not allowed in the Project.

11. **Service and Emotional Support Animals.** Any Owner and/or Resident that would like to request an accommodation to have a service and/or emotional support animal must first contact the Manager for the application and supporting forms, and receive Board approval before bringing the service and/or emotional support animal into a Unit.

- Review Addendum No. 3: entitled "Emotional Support and Service Animals Rules" (hereinafter "ESA and Service Animal Rules"), attached hereto, for specific guidance, rules and forms relating to the request for an animal accommodation.

12. **Water.** The water supply to a Unit shall not be left running for any unreasonable length of time and shall be reasonably conserved as to keep the Project's water bill down.

13. **Heating and Lighting.** No Owner shall interfere in any manner with any portion of either the heating or lighting apparatuses located in the Project's Common or Limited Common Areas.

14. **Laundry.** Laundry shall be done within an Owner's Unit and not during the Association's quiet hours from 10 pm to 8 am. No laundry or other articles of clothing shall be hung from any Common Areas or a Unit's Limited Common Areas including, but not limited to; balconies, patios, fences or other outdoor areas.

15. **Religious and Holiday Displays Visible from a Unit's Exterior.** An Owner may display religious or holiday signs, symbols, or decorations that are visible from the exterior of a Unit as long as such signs and displays do not interfere with another Owner's quiet enjoyment of his/her Unit and/or the Project's Common and Limited Common Areas. Such displays and/or signage may not extend beyond an Owner's Unit or the Limited Common Area the Unit has exclusive usage rights to. Such displays and/or signage may not cover more than twenty-five percent (25%) of any Unit's total window and/or patio or balcony square footage. Holiday and/or religious lights are limited to strips of lights on deck railings. No religious or holiday signs and/or displays are allowed in the Common Areas. Religious and/or Holiday displays must be taken down within seven (7) days after the religious event or holiday has ended.

16. **Political and For-sale Signs Visible from a Unit's Exterior.** An Owner, only when his/her Unit is actively listed for sale, may display a single for-sale sign that is visible from the exterior of the Unit that is no larger than two feet (2') on any side. An Owner may display up to two (2) political signs that are visible from the exterior of his/her Unit that are no larger than two feet (2') on any side. Any signage under this rule must not extend beyond an Owner's Unit or the Limited Common Area the Owner has exclusive usage rights to. No political or for-sale signs may be placed in any Common Areas and/or Limited Common Areas that are not reserved for the exclusive use of a single Unit and/or Owner.

17. **Window, Door, Patio, Balcony and other Exterior Alterations.** No alterations may be made to a Unit's windows, exterior doors, patio, balcony or any other exterior surface without prior written



approval by the Board. Any alteration of a Unit's exterior surface, even if composed entirely of Limited Common Area, must first receive written approval by the Board.

- Review Addendum No. 1: Remodeling Rules, attached hereto, for specific guidance and rules regarding the remodeling of Units.
- Review Addendum No. 4: entitled "Donner Place Condos Outside Window Replacement Guidelines" (hereinafter "Window Guidelines"), attached hereto, for specific guidance and rules regarding the replacement a Unit's windows.

**18. Aerials.** No radio, television and/or other signal aerial and/or antenna that can be seen from the exterior of a Unit may be installed by an Owner.

**19. Keys.** An Owner has the right to change the locks of a Unit's entry door(s) without the Board's permission. The Manager may keep a key to an Owner's Unit if an Owner gives such permission and provides the key. The Owner's key shall only be used by the Manager to open and/or enter the Owner's Unit with permission or in case of emergency. An Owner may inquire as to whether past owners of his/her/their Unit ever provided a key to the Association's Manager or Board and, if such key was provided, request that it is returned them or provide an updated key. Keys kept subject to this rule are stored in a safe style box that is kept in a secure location.

**20. Parking.** Parking shall be used for vehicles in working condition. No recreational vehicle, trailer, boat or similar alternative vehicle shall be permitted to park in the parking areas.

- Vehicles that are inoperable, unregistered, or in extreme disrepair as reasonably determined by the Board and/or Manager may not be parked or stored in any location within the Project that is visible externally. If an Owner or Resident fails to remove an offending vehicle within five (5) calendar days following the date notice of the violation is delivered by the Board and/or Manager to the Owner or Resident, the Board and/or Manager may cause the vehicle to be towed or otherwise removed from the Project and may assess the cost of such removal to the Owner.

**21. Parking Space.** An Owner or Resident may only use the parking space assigned to his/her Unit. The Board and/or Manager reserves the right to have towed violating vehicles at the expense of the vehicle's owner. Visitor parking spaces may not be used by Owners. Visitor parking spaces are reserved for the temporary guests of Owners or Residents, who shall not use such visitor parking spaces for more than forty-eight (48) consecutive hours without first getting the Manager's approval.

**22. Garage.** The garage may not be used to store any items unless they are stored in a cabinet, shelf and/or other approved storage container. Snow tires and bicycles are the only exceptions to this rule. No hazardous materials including, but not limited to propane, may be stored in the garage. Vehicles may not idle for more than two (2) minutes in the garage.

**23. Residential Purposes Only.** The Project and its Units are solely intended for residential purposes. No commercial or business activities shall be undertaken therein outside of those home occupations allowed pursuant to City or County ordinance. Businesses, professions or trades may not allow heavy equipment or create a nuisance with the Project, and may not noticeably increase the traffic flow to the Project.

**24. Patio Furniture.** Only such furniture, barbecues, plants, art and other items as are appropriate and common to condominium balconies, patios and other outdoor areas shall be placed thereon. No Owner may use his/her Limited Common Areas including, but not limited to, balconies and patios for storage of personal items.

- Owners shall keep their balconies and patios in a good state of appearance, preservation, repair and cleanliness.

**25. Security.** Donner Place is a limited access condominium complex. Owners may install personal security cameras pursuant to UCA 57-8-8.1(6).

**26. Food and Beverages, and Smoking.** Food and beverages of any kind are not to be consumed in the Common Areas outside of the pool facilities which include, but not limited to; hallways, elevators or lobbies. No glassware is to be used in the pool facilities, and any Owner or Guest found to have violated this rule shall, in addition to being subject to a fine, bear all costs associated with cleaning and/or removing broken glass from these facilities. The above are also NO SMOKING areas.

**27. Smoking.** Smoking, including use of electronic cigarettes, is strictly prohibited by the Association. This includes any stairways, walkways and the garage. Smoking, by law (Utah Code Annotated 26-38-1- 26-38-9), is not allowed within twenty-five feet (25') of any Project doorway or stairway. Smoking on a Unit's porch and/or patio is also prohibited under this rule and Utah law.

- Cigarette butts must be disposed of in a safe manner.

**28. Trash.** Unless otherwise instructed by the Board or Manager, which may occur from time to time, all trash must be put in durable plastic bags such as "Glad Force Flex Plus/Extra Strong" plastic bags of suitable size and tied before being disposed of in rubbish drops. Any wet garbage must be placed in double plastic bags and tied at the top before placing in a rubbish drop. Cardboard boxes shall be cut up, flattened and placed directly in a dumpster. Cardboard boxes may not be placed in the rubbish drops.

- **TRASH MAY ONLY BE DISPOSED OF IN THE RUBBISH DROPS OUTSIDE OF QUIET HOURS BETWEEN 8 A.M. to 10 P.M.**

**29. Storage Lockers.** No gasoline and/or any other explosive/hazardous material may be kept in any storage locker or Unit.

**30. Use of Recreational Facilities by Residents and Guests.** These facilities may only be used by Owners, Residents or their Guests. An Owner who leases his/her Unit surrenders his/her right to use these facilities, except for the purposes of attending board meetings or other Association business.

**31. Interior of Units.** Owners shall maintain the interior of their Unit in a good state of preservation, repair and cleanliness.

- Waterbeds are not allowed in any Units.



**32. Home Owner Fees.** Owner Assessments are payable on or before the 10th of each month to the Manager.

**33. Vents.** The only vents to outside air from the Units are doors, windows, fireplace chimneys, and clothes driers. All bathroom vents, laundry room vents, and cooking range vents are tied into a PURAFUL Chemical Filtration system. This consists of ducts, fan, a pre-filter and an Odoroxidant Media. Odoroxidant Media must be replenished periodically. Alteration or remodeling impacting these systems requires written Board approval.

- Laundry room vents leading to the exterior of the Unit must be professionally cleaned at least every two years. Failure to do so will create a serious fire hazard. The Board will try to put together a bulk service agreement with such a professional from time to time to try and reduce the cost of the service if multiple Owners are willing get the cleaning service performed in the same time frame.
- Review Addendum No. 1: Remodeling Rules, attached hereto, for specific guidance and rules regarding the remodeling of Units.

**34. Water-Efficient Landscaping Rules.** The Board shall allow for reduced and/or low water usage on any Common or Limited Common Area lawns during drought conditions as determined by local ordinance, city, county or state restriction and/or law.

**35. Rules and Regulations.** The Board reserves the right to make such other rules and regulations from time to time as may be necessary for the safety, care or cleanliness of the Project and/or to secure the comfort and convenience of all Owners and occupants thereof.

## **VI. RECREATIONAL FACILITY RULES**

**“Recreational Facilities”** refers to the Project’s pool and hot tub.

**1. Sole Risk and Responsibility.** All persons using any of the Recreational Facilities do so at their own risk and sole responsibility for any occurrence, accident or injury in connection with such use. Owners agree to indemnify the Association, Board and Manager in the case of any litigation that arises from such use. Owners, Residents and Guests shall be held liable for their own actions when using the Recreational Facilities.

**2. Food and Beverages.** Food and beverages are allowed at the Recreational Facilities, but NO GLASS CONTAINERS ARE PERMITTED.

**3. Smoking.** Smoking is not permitted in or within twenty-five feet (25') of the Recreational Facilities.

**4. No Running, Horseplay, Offensive or Nuisance Causing Activities.** These types of behavior are not permitted in the Recreational Facilities. Use of the Recreational Facilities shall be done in a manner respectful of the rights of other users while preserving its good and safe condition. Courtesy



must be observed at all times. Loud and boisterous conduct will not be permitted. Users finding unsatisfactory conditions at the Recreational Facilities should report them to the Manager.

**5. No Animals.** Animals are not allowed in the Recreational Facilities.

**6. Usage.** Owners, Residents AND Guests are permitted to use the Recreational Facilities. Minor children under twelve (12) years of age must be accompanied by an adult eighteen (18) years of age or older. Children who are not toilet-trained and anyone who is incontinent must not use these facilities. Diapers may not be changed at the Recreational Facilities. Outside groups are not permitted.

**7. Health and Safety Rules and Recommendations.**

- Do not use the pool or hot tub if you feel sick or have diarrhea.
- Shower or bathe with soap before you enter the pool or hot tub.
- Observe posted limits regarding the maximum number of bathers in the pool or hot tub.
- Hot tub usage should be limited to fifteen-minute (15) intervals.
- Children under five (5) years of age may not use the hot tub.
- Do not drink alcohol before entering the hot tub or during hot tub use.
- If pregnant, consult a physician before hot tub use.

**8. Suntan oils, protective liquids, and powders are allowed.** If used, they are not to be applied within three feet (3') of the pool side or hot tub.

**9. Pool and Hot Tub Hours.**

- 8 a.m. to 8 p.m. for all ages.
- 8 p.m. to 10 p.m. for adults over the age of eighteen only.

**10. Reservation of the Pool and Hot Tub Area.** Owners and Residents may reserve the Recreational Facilities for exclusive use. Reservation requests must be submitted to the Manager or Board at least ten days (10) in advance. Reservations are limited to a two-hour block of time.

**11. Lift Chair.** The lift chair allowing access to the Facilities Area may only be used by those who need it based on a necessary age and/or physical health condition. No horseplay is allowed on or near the lift chair.

**12. Rules to be Posted.** The Recreational Facilities rules shall be posted near the pool entrance. The Board reserves the right to make such other Recreational Facilities rules and regulations from time to time as may be necessary for the safety, care or cleanliness of the facilities and/or to secure the comfort and convenience of all Owners and occupants thereof.

## **V. OTHER LEGAL REMEDIES**

WHEREAS, the Act and Article III of the Declaration authorize the Board to use the following remedies against non-compliant Owners;

**Board Actions:** In addition to levying fines, action by the Board regarding rule violations may include, but need not be limited to:

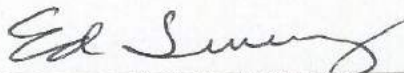
- Seeking injunctive or declaratory relief action against any alleged offending Owner or Resident; and/or
- Taking immediate legal action, as the Board finds reasonably necessary, to stop conduct which it determines is in violation of the Association Documents or applicable city, state or federal law;
- Foreclose a lien placed against an Owner's Unit based on unpaid fines after the right to appeal through civil action has expired;
- Seeking damages against Owner(s) and/or Resident(s) for any damage they may cause to the Common and/or Limited Common Areas of the Project or other Owner(s)' Units.

**BE IT FURTHER RESOLVED** that:

1. The foregoing House Rules, policies and addendums are adopted by the Board.
2. A copy of these House Rules, policies and addendums will be sent to each Owner at the address he/she provided to the Board and posted on the Association's website.
3. Each Owner and/or Resident shall be responsible for notifying every household member, renter, guest or other visitor of the applicable rules based on Utah and Federal law, the Declaration, By-Laws, House Rules, policies and addendums that make up the Association's Documents.
4. Each Owner must return an Acknowledgment and Receipt form signed and dated acknowledging receipt of these House Rules, policies and addendums and return such form to the Manager by July 15, 2022.

Date: JUNE 30, 2022

ATTEST:



Board President, Ed Sweeney  
Donner Place Condominium



## Owner Acknowledgment and Receipt Form

The following Owner(s) acknowledge that they have received and reviewed The Donner Place Owners Association's House Rules, Policies and Addendums No. 1-4 approved June 30, 2022 unanimously by the Board.

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_

Unit Number: \_\_\_\_\_

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_

Unit Number: \_\_\_\_\_

You may mail or email this completed form to Matt Mendenhall of Welch Randall HOA Services at 5300 Adams Ave Pkwy #8, Ogden, UT 84405 or [matt@welchrandall.com](mailto:matt@welchrandall.com)