

Park Willow Homeowner's Association

Rules & Regulations

Effective February 1, 2023

Living in a condominium association is not like living in a typical residential neighborhood. In a condominium, you share common areas and facilities with other residents. Community rules and regulations are not only worthwhile, but absolutely essential for everyone's peace, comfort and private enjoyment.

These rules and regulations, along with the Declaration of Covenants, Conditions and Restrictions (CC&Rs), Articles of Incorporation and Bylaws (collectively "Governing Documents") are essential to govern the affairs of the Community. Pursuant to the authority given the Board of Trustees by the Declaration of Covenants, the Board has established and adopted the following rules and regulations.

Definitions

The Park Willow Community shall be referred to as "Community" and/or "Association".

The Board of Trustees shall be referred to as "Board".

The Property Management shall be referred to as "Management Company".

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1. Occupancy

- 1.1 Written notice shall be given by the homeowner to the Management Company prior to the homeowner's sale of their unit. In turn, the Management Company must notify the Board on all new home sales.
- 1.2 It is the responsibility of the homeowner to make certain that potential buyers have the governing documents. Neither the Board nor the Management Company is obligated to provide Association records to any non-Owner unless specifically required in court proceedings or under the law.
- 1.3 Homeowners are required to submit a Statement of Occupancy to the Management Company upon demand. This will assist the Management Company to understand if a unit is owner occupied or rented, so as to ensure proper notifications are timely delivered. It is also used to maintain a record of Owner Occupied ratio for the community and for banking inquiries. There are no fees to submit the Statement of Occupancy, however, failure to submit the statement may result in a fine to the homeowner.
- 1.4 It is the responsibility of the homeowner to make certain that their renters have the current Community Rules & Regulations and other Governing Documents, as homeowners will be held liable when renters or occupants are in violation of these documents of the Community.
- 1.5 Non-owner occupied units are permitted in this community. Be advised that all rental properties within the corporate limits of Salt Lake City are required to maintain a valid, unexpired business license. The Management Company and/or Board reserves the right to demand evidence of a current business license from the homeowner for any non-owner occupied units. Homeowners are required to promptly disclose Statements of Occupancy and to provide evidence of a current business license upon demand.
- 1.6 Homeowners are generally prohibited from operating a business from their unit. Each unit is intended for residential use. However, homeowners may rent their Units as authorized by the Governing Documents.
- 1.7 No lease term is required by the Association, but homeowners are responsible to manage their tenants and are solely responsible to the Association for their tenant's compliance to these Park Willow Rules & Regulations and the other Governing Documents.

2. Parking

- 2.1 By driving a vehicle onto the Property, residents and their guests waive any claim against the Association and release the Association from any and all liability, including but not limited to damage due to acts of nature or by other parties, negligence, vandalism, claim or action arising out of or caused by towing or impounding of the vehicle.
- 2.2 Parking recreational vehicles (boats, trailers, motorhomes, etc.) is not permitted in the Community and vehicles in violation will be towed by the Association at the vehicle owner's expense.
- 2.3 No vehicle that is 1) In a state of disrepair 2) Has an expired registration; and/or 3) Is in an inoperable or non-functioning condition may be stored anywhere on the property. Any such vehicle may be towed by the Association at the vehicle owner's expense.
- 2.4 No mechanical work on vehicles is allowed in the common or parking areas.
- 2.5 It is incumbent on the homeowner or resident to notify the Association or assign a proxy to manage their vehicle should they be out of town or otherwise incapacitated such that they are not able to manage the proper registration and maintenance of their vehicle while parked in a carport or in an uncovered stall in the lot.

- 2.6 If a vehicle is towed, the vehicle owner will be responsible for contacting the towing company directly.
- 2.7 Motorcycles are permitted to park in the complex. However, they must be currently registered and parked uncovered (no covers) in the homeowner's covered carport. No motorcycles are permitted to be parked in open parking areas.

3. Parking Tags and Carport Stalls

- 3.1 All covered parking stalls ("carports") are assigned and no vehicles may park in another homeowner's stall without express permission from the homeowner. Storage is not permitted in Carports. Do not park a vehicle so as to block or deny other residents access to their parking space.
- 3.2 Only two (2) parking permits will be issued for each unit. This includes motorcycles parked in the carport(s). The seller of the unit is required to provide 2 permits and 2 remote controls to the buyer upon closing. To purchase replacement tags, please contact the Management Company. The parking tag must be placed in the parked vehicle behind the rear view mirror or on the dash, visible from the outside. Vehicles without a valid parking tag are subject to tow at the vehicle owner's expense.
- 3.3 Each unit may only park one vehicle in an uncovered stall (lined, open parking area) and one vehicle in a covered stall (carport).
- 3.4 Any homeowner in violation of these parking rules may be subject to tow in addition to any other enforcement action.

4. Towing Protocols

- 4.1 Any vehicle that is subject to tow will receive a warning notice posted on the vehicle. The notice on the vehicle serves as formal warning to tow. The make, model and license plate will be recorded along with a picture of the warning noticed posted on the vehicle. The vehicle will have 72 hours to remedy the violation. If the vehicle is found still in violation, the vehicle will be towed after 72 hours.
- 4.2 If any vehicle previously notified of the same violation matching the same, make, model and license plate, no additional notices will be provided. The vehicle will be subject to immediate tow without notice.

5. Garbage & Improper Dumping

- 5.1 **There is a charge to the HOA every time furniture or large items are left outside the dumpster.** It costs the HOA, beyond our normal ACE trash pickup charges, to manage furniture dumps. Do not place loose garbage in dumpster. Garbage is not permitted to be left outside the dumpster or anywhere on the grounds; this includes, without limitation, any kind of trash, furniture, or large items. It is permitted to put mattresses and large items IN the dumpster, but not to leave them outside the dumpster.
- 5.2 **All residents are required to flatten their cardboard boxes.** Due to limited capacity in each dumpster, which serves the residents for the entire building, it can no longer hold the capacity for trash if cardboard boxes are dumped whole and not flattened. In doing so, the dumpster fills prematurely creating overflow. Boxes fetched from the dumpster that are not flattened are subject to a fine.
- 5.3 **Littering**, which includes leaving cigarette butts, any debris, flyers, magazines or mail on top of the mailboxes and/or found on the grounds.

6. Animals

An animal shall be deemed a Nuisance if any of the following rules are not observed:

- 6.1 When animals are outside of their owner's unit, they must be on a leash or in a cage while on the property and under the control of the owner.
- 6.2 For the welfare of the community and other animals on the property, owners and residents are required to clean up after their animals at all times and to always carry a pet waste bag when walking an animal. **Any dog owner reported to not picking up their pet, the owner of the unit to which the dog owner occupies will be immediately fined \$100 per occurrence.**
- 6.3 A homeowner shall not permit any animal in its ownership or control to repeatedly make disruptive noise or otherwise interfere with another homeowner's right to quiet and peaceful enjoyment, or to create a threat to the health or safety of any person within the community.
- 6.4 In addition to any other enforcement action, the Association may bring a lawsuit to force the removal of an animal from the community if these rules are violated.

7. Exterior

- 7.1 Nothing that the Board, in its discretion, considers to be unsightly may be displayed: 1) in the windows; 2) on the outside of the buildings; 3) In or around the stairwells, landings or porches. Except for flags, holiday lights may not be displayed more than 30 days prior to the holiday and 7 days after the holiday. Nothing is to be hung, thrown or shaken out of the windows or over railings. Cigarette butts must be left in a container and disposed in the homeowner's unit or in the dumpster.
- 7.2 In an effort to preserve the value of the Community, routine inspections will be conducted for all unit exteriors. Homeowners must keep all windows, screens, outside lights, and porches clean and in working condition. Broken windows, torn or missing screens, excessively dirty front doors, or any items in disrepair that can be viewed from the common areas, such as, but not limited to broken blinds, torn curtains, boxes, etc. are prohibited.

8. Smoking/Laws

Smoking is prohibited within individual condo units and within the gates of the complex. This Association follows the Second Hand Smoking Amendment, which provides homeowners and residents lawful protections. For a copy of the Second Hand Smoking Amendment, you may request it from the Management Company.

- 8.1 Discarded cigar and cigarettes must be picked up and disposed properly. Discarded cigar and cigarette butts on common property will be subject to a fine.
- 8.2 All residents and guests living or visiting the Park Willow community are expected to obey Federal, State, City and other local laws and ordinances.

9. Interior

- 9.1 The fire department requires all units to be equipped with a smoke alarm inside each bedroom and one outside the sleep rooms. Homeowners are required to check alarms periodically to ensure they are operational.
- 9.2 Homeowners are required to keep their units and storage areas clean. Homeowners shall not store or keep anything in their units that will attract pests. Homeowners are required to advise neighbors on exterminator visits or pest spraying in the unit.
- 9.3 Each owner is responsible for maintenance, repairs and replacement of contents inside their unit.
- 9.4 The individual utilities to each unit, including but not limited to power, gas and telephone, will be billed to the homeowner or its tenant directly by the respective utility companies. It

is the homeowner's responsibility to register the utilities. The Association is not responsible for any homeowner utilities.

- 9.5 The Association will maintain liability insurance covering the common areas and facilities. However, the homeowner is responsible and required to carry the appropriate homeowner's insurance for each unit, with a minimum \$25,000 deductible per unit policy. Each homeowner shall carry an HO-6 policy or substantially similar coverage including coverage of contents within the homeowner's unit, vehicle contents and, if applicable, contents in a storage closet.
- 9.6 Interior painting, installation of wall or floor coverings and decorations the interior of homeowner's unit is permitted. Structural alterations to the interior of the unit are prohibited without prior written consent from the Board and Management Company.
- 9.7 Flammable liquids and substances, such as gasoline, propane or other explosives may not be kept or stored in or around the unit, or in storage units or any common areas. Fireworks are expressly prohibited anywhere within the community.

10. Maintenance Service

11. As Park Willow is a condominium complex and not an apartment complex, each homeowner will be required to manage and pay for the maintenance of their unit. The Management Company will not serve or use common funds for an individual unit's maintenance requests. The homeowner is required to maintain their property, its electrical and plumbing and is subject to liability to any affected unit owner's damage. If a service call to the Management Company is made to address maintenance or repairs for which a homeowner is responsible, the responsible homeowner will be charged a minimum of \$50 for the service call.
- 10.2 Each homeowner is required to maintain the following, without limitation: any swamp cooler, water heater, laundry ventilation, electrical, plumbing, and components thereof exclusively servicing the homeowner's unit; water, whether located inside or outside the unit. Each homeowner is also required to maintain any outside light controlled by the unit.
- 10.3 Failure to respond to reported critical maintenance issues, whereby the Management Company must intervene, will result in a minimum \$50 service fee and all related costs to repair any damage if required.

11. Quiet Hours

Quiet hours are established between the hours of 10PM – 6AM. Loud noises carry from unit to unit. Be courteous to the community and especially neighboring residents. Homeowners and residents shall not cause disturbances between these hours and shall limit noise by keeping levels of music, TV low.

12. Common Areas

- 12.1 If you accidentally damage common property or notice something in disrepair, please notify the Management Company immediately to mitigate or prevent further damage.
- 12.2 The common areas include, without limitation, lawns, sidewalks, parking lot, pool, stairways, porches and stairwells unless identified as limited common area by the Declaration or an Association plat map.
- 12.3 Personal is not permitted to be stored in the stairwells or on the porch. In addition to any other enforcement action, personal property may be removed and disposed of by the HOA at the homeowner's expense.
- 12.4 The Association will maintain the common areas and will make repairs as a result of normal wear and tear. If repairs are required due to misuse or neglect by a homeowner or resident,

- the responsible homeowner will be assessed for repair costs. In the event of utility or equipment malfunction, or by water or fire, the owner must notify the Management Company and, in cases of emergency, Emergency Services (911).
- 12.5 It is recommended that children 15 and under be supervised at all times within the gated community, which includes the pool, parking lot and any common areas.
- 12.6 Barbeques are not permitted to be used in any common areas or on the porches of any units.

13. Solicitation

Soliciting of any kind is prohibited in the Community.

14. Homeowner and Resident Conduct

- 14.1 Harassment of any kind will not be tolerated** by any member of the community to other members, residents, visitors or guests. Any documented reports of threats, harassment or intimidation from any member of the community, whether the owner lives on or off the premises, will be subject to a **\$100 Disciplinary Fine** for each reported incident. If conduct persists, the Board may obtain legal services to address such conduct, to which the perpetrating individual(s) will be financially and legally responsible for any attorney fees, filings and court costs. All harassment activity, which includes, without limitation, videos, photographs, emails, texts or phone calls, must be forwarded to: harrasment@parkwillowhoa.com so appropriate steps to address can be started.
- 14.2** Weapons and firearms are not permitted in the common areas. Homeowners and residents are permitted to keep weapons in their home, but weapons, including weapons with concealed carry permits are prohibited from being carried or used in any manner in the common areas. If there is a report of any homeowner or resident displaying a weapon while on the common grounds, the Management Company and/or Board reserve the right to demand a current license from the weapon owner, and reserves the right to fine any homeowner who allows its tenant to wield his weapon on the property.
- 14.3 Under no circumstances should any resident or homeowner engage in any unlawful behavior on the premises, which includes, but is not limited to patronizing prostitution, theft, vandalism, unwarranted or unsubstantiated threats to persons or their personal property, holstering a weapon in view for the use of intimidation, wielding a weapon on another party in any manner not justified under the law.
- 14.4 The Board may ban any member of the community from directly contacting the Management Company and/or Board should they receive any harassment or improper conduct directed towards any member of either entity, which impairs the effectiveness of executing their duties. Should harassment continue, the Board may obtain legal services on behalf of the Association to address it and the responsible homeowner or resident will be assessed for any incurred attorney fees, filings and court costs.
- 14.5 The Board may fine any homeowner who directly, or through its resident, negatively impacts order, the welfare of members of the community, or other residents' real or personal property. The Board may obtain legal services on behalf of the Association to address such actions and the responsible owner or resident will be assessed any associated legal fees and court costs.
- 14.6 Should any homeowner be engaged in the activity noted in Section 14, the homeowner will no longer be in **Good Standing** with the Association and will forfeit their right to voting privileges or to hold a seat on the board and will not be eligible to be appointed in activity with the board.

15. Assessments

Monthly HOA dues, including any fines assessed, are due on or before the first day of each month. HOA Assessments not paid before the 15th of the month will be subject to fees, including but not limited to late fees of \$15/mo, legal costs and returned check fees.

16. Violations

Violations of any provision of these Park Willow Rules and Regulations may result in fines pursuant to the Park Willow Homeowner Association Fine Resolution which is attached hereto.