

Rules & Regulations

For

Newpark Terrace

To go into effect as of October 7, 2016

Forward

The general objectives and intent of these Rules & Regulations is to create and maintain a residential district characterized by the following: condominium dwellings, consistent architecture, consistent materials, consistent colors, well kept decks and balconies, Association owned and/or maintained common and limited common areas (as define in the recorded plat map and Declaration of Condominium), minimum vehicular traffic, minimum nuisances, and quiet conditions favorable to peaceful living. In general, the Rules & Regulations are designed to protect the use of units, common areas, and facilities.

Owners and guests shall comply with these Rules & Regulations, and others as adopted from time to time by the Condominium Management Committee, during use of the condominiums. No such Rules & Regulations shall be established which violate the intention or provisions of this document or which shall unreasonably restrict the use of any condominium.

NOTE: The governing party of the Association shall be referred to as the Condominium Management Committee and as such, its functions shall be described as is standard for HOA's.

Rights of Ownership

1. Each condominium owner shall have and enjoy the rights and privileges of fee simple ownership of his/her condominium as described in the future Newport Terrace Declaration of Condominium. The patio and balcony areas outside the originally constructed condominium walls shall be treated as limited common area for use purposes. Each condominium owner is entitled to the exclusive use of the limited common area subject to the Rules & Regulations and items in the recorded Declaration of Condominium that apply to this area.
2. Every owner has a right and easement of use and enjoyment in and to the common area subject to Newport Terrace Declaration of Condominium and Newport Owners Association (Master Association) CC&R's.
3. Each owner's family members, guests and/or tenants who reside on the property shall have the right of enjoyment of the common area and facilities.
4. Landscaping shall be managed and maintained by the Newport Owners Association (Master Association). No owner and/or Association is allowed to landscape without Master Association approval.
5. There shall be no requirements concerning who may own condominiums; it is intended that they may and shall be owned as any other property: by persons, corporations, partnerships, or trusts and in the form of joint tenancy.

Definitions

- All definitions shall be based on Article 1 of the Declaration of Condominium of the project.

Land Use and Building Type

1. No condominium shall be used except for residential and residential rental purposes.
2. No Business Uses: The lands within the property shall never be occupied or used for any commercial or business purpose other than residential rental.
3. Every condominium dwelling must have a minimum of a one-car garage.

Nuisances

No noxious, offensive or illegal activity shall be carried on in or upon any part of the Project, nor shall anything be done on or placed in or upon any part of the Project that is or may become a nuisance or may cause embarrassment, disturbance or annoyance to owners.

Pets

1. House pets may be kept by owners only, and are limited to two dogs and/or two house cats. The aggregate weight of pets is not to exceed 100 lbs. No pets are allowed to be bred. All pets must be registered with the HOA, which requires a photo of the pet and proper collar tag.
2. Non-owner occupied condominiums (i.e. guests or tenants) **MAY NOT HAVE PETS.**
3. All pets shall be contained or otherwise controlled at all times and shall be **RESTRICTED TO TWO PER HOUSEHOLD.** When in any common area, dogs must be kept on a leash, but not tethered and unattended. Dogs may not be left unattended in any common areas or limited common areas.
4. Pet owners are responsible for cleaning up after their pets.
5. Individual owners will be responsible to control their limited common areas (balconies, decks, and patios) so that dust, odor, and other pet nuisances do not become a problem for neighboring property owners. Fences and dog runs will not be allowed anywhere on the property.
6. Pets which cause an annoyance (including barking) or threat to neighbors may be required to be removed.
7. Animal privileges may be revoked immediately by the Condominium Management Committee if the owner does not adhere to the above restrictions.
8. Summit County Animal Control laws where more restrictive shall also apply.
9. Please see Schedule A for Fines.

Overnight Parking, Vehicle Storage, and Restrictions

1. Parking on properties within Newpark Town Center (as that term is defined in the Master CC&Rs) will be provided in accordance with the Master CC&Rs and may not be contiguous to the Project. The following rules are specifically applied to Newpark Terrace owners and use of the Newpark Town Center (includes the Project) parking areas.
2. The courtyard area and parking stalls are under the control of the Homeowner's Association. With the exception of the courtyard parking stalls, no parking is permitted in the Project's courtyard area or drive-ramp that provides vehicular and pedestrian access to the condominiums. Owners must park in their designated garages. If your unit's garage is full and there are no courtyard available, owners and guests must park in Newpark Town Center parking areas or elsewhere.
 - Due to the limited parking availability, garages must remain available for parking to unit occupants. If a garage is used for storage so as to prevent the occupant's car from parking in the garage for more than one month, violators may be subject to fines up to the cost of locally renting an equivalent-sized storage unit.
3. Courtyard parking stalls are available on a first-come, as available basis. A maximum of one exterior parking stall may be used by any unit, including both occupants and guests, at any given time. Any vehicle parked in the same exterior parking stall for more than seventy-two (72) hours will be towed at the owner's expense (except as in #7, below).
4. Any car parked in the courtyard area or drive-ramp shall be subject to towing by the Newpark Owners Association or the Condominium Management Committee at owner's expense, in addition to the charge for the violation assessment levied by the Association.

5. Unless parking stalls are clearly delineated, in no event may any vehicles be parked on the Newpark Town Center streets.
6. During the snow season, vehicles must be moved daily to a clean parking space to ensure proper snow removal.
7. Notwithstanding #3, on a case-by-case basis, which may include vacations, a vehicle may be parked in the same parking space for more than seventy-two (72) hours continuously with written permission from the Condominium Management Committee.
8. All vehicles, of any kind, parked in the common parking must have current license plates, be in operating condition and be of good repair. Rusted, damaged or unpainted vehicles, vehicles leaking oil, vehicles with flat tires, and other disrepairs, are not allowed within Newpark Town Center.
9. No vehicles For Sale are to be stored within Newpark Town Center.
10. Campers, boats, ATV's, snowmobiles, or trailers may not be parked on the streets, parking areas, public trails, decks or in the courtyard. These vehicles should be parked in your garage or stored elsewhere; not within Newpark Town Center.
11. No ATV's, snowmobiles will be operated or parked on the property except while loading the equipment for lawful transport on public streets.
12. Motorcycles will not be operated on the property except for ingress and egress by duly licensed, "street legal" vehicles. Motorcycles which are too loud may be prohibited from operation within Newpark Town Center.
13. Any vehicle service, car washing, or other maintenance should be performed in your garage or elsewhere off of Newpark Town Center.
14. No motor vehicle which is inoperable, immobile, unlicensed or expired shall be allowed within Newpark Town Center.
15. All vehicles used by owners or tenants should be registered with the Association. All vehicles in violation of the Rules & Regulations and Handicap Parking Ordinances will be subject fines and towing at the owner's expense.

Courtyard and Drive-Ramp Use

1. The courtyard and drive-ramp provides access for the community to the private condominiums.
2. Drivers in the courtyard and drive-ramp areas shall use caution and minimal speeds AT ALL TIMES.
3. Pedestrians ALWAYS have the right-of-way when approached by vehicles in the courtyard and drive-ramp areas. Pedestrians recreating or socializing in the courtyard and parking areas should vacate to and wait in the shoulder areas until vehicles pass through.
4. Riders of any recreational equipment in the courtyard are required to wear helmets at all times.
5. An adult must accompany children under the age of eight (8) at all times.
6. Courtyard activities cannot utilize, impact or damage any common area improvements including but not limited to condominiums, landscaping, and fencing.

Architectural Control

1. No structure, building, fence, wall or addition, extension or expansion of any of the foregoing shall be commenced, erected, or maintained upon the properties, nor shall any exterior addition or change or alteration to any condominium be made. Additionally, no owner shall do any act that would impair the structural soundness or integrity of the Buildings or the safety of property or impair any easements.
2. No condominium, or portions thereof, may be combined with one or more other condominiums or further divided or subdivided or a fractional portion thereof sold or conveyed so as to be held in

divided ownership (as opposed to joint tenancy, tenancy in common, or other form of joint undivided ownership).

3. The draperies, shades and other interior window coverings in condominiums shall be installed to present a uniform appearance from the exterior of the Buildings. All draperies, shades, and interior window coverings shall be installed with the prior inspection and written approval of the Condominium Management Committee.
4. If hot tubs are installed in Limited Common Areas (only the lower patio is allowed to have hot tubs), they shall present a uniform appearance from the outside of the condominium.

Temporary Structures

After the initial construction on a condominium, no subsequent building or structure of a temporary character, trailer, basement, tent, camper, shack, garage, barn, or other outbuilding shall be placed or used on any condominium at any time.

Signs

1. No signs, flags, banners, objects of unsightly appearance, nuisances, or advertising devices of any nature shall be erected, displayed or maintained on any condominium or part of the Project (including placement of signs within a condominium or other location of the Project which are visible from the Newpark Town Center Common Areas without the prior written approval of the Condominium Management Committee, except as may be necessary temporarily to caution or warn of danger or to provide directions as required by law or one "For Rent" or one "For Sale" sign of not more than two (2) square feet located on the inside surface of the condominium window. If the Condominium Management Committee consents to the erection of any such signs or devices, the same shall be removed promptly at their request.
2. The only exceptions to the above shall be for the development/building identification signs, parking signs, directional signs, street signs, safety signs, signs required under the law, and such signs as Declarant (developer) may erect incident to the original construction and original sale of condominiums, and by the Condominium Management Committee in furtherance of its powers and purposes set forth in this document, the Declaration, and Bylaws.
3. All signage must comply with the Newpark Owner's Association CC&Rs and is subject to Newpark Owner's Association review and approval.

Garbage and Refuse Disposal

No condominium, Common Area or Limited Common Area shall be used or maintained as a dumping or storage ground for rubbish, trash, garbage, or other waste. Such trash, rubbish, garbage, debris, other waste and containers thereof shall not be kept except in containers in the Common Area or Limited Common Areas provided by the Association. No rubbish, trash, papers, junk, or debris shall be burned upon any Common Area or Limited Common Area. At all times trash containers must be kept in garages or other acceptable, visually screened areas.

Maintenance of Property

1. Each condominium owner shall keep the interior of his condominium (including garage areas), including without limitation, the furnishings, interior walls, doors, windows, ceilings, floors, and permanent fixtures and appurtenances thereto, including air conditioning units, furnaces, and hot tubs which may be located on Common Areas or Limited Common Areas outside of the condominium, in a sanitary condition and in a good state of repair. In the event that any such

condominium should develop an unsanitary condition or fall into a state of disrepair and in the event that the owner of such condominium should fail to correct such condition or state of disrepair promptly following written notice from the Condominium Management Committee, the Condominium Management Committee shall have the right, at the expense of the owner and without liability to the owner for trespass or otherwise, to enter said condominium and correct or eliminate said unsanitary condition or state of disrepair.

2. The Condominium Management Committee shall have the right to enter into any condominium for the purpose of cleaning, maintenance, repairs, including emergency repairs, and for the purpose of abating a nuisance, or a known or suspected dangerous or unlawful activity.

No Hazardous Activities

No activity shall be conducted or improvements constructed in or upon any part of the Project which are or might be unsafe or hazardous to any person, party, or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any part of the Project, and no open fires shall be lighted or permitted on any part of the Project except in a contained barbecue unit while attended and in use for cooking purposes.

Landscaped Common Area

Every landscaped portion of Newpark Town Center is under the control of the Newpark Owners Association and all maintenance of this area is coordinated through the Newpark Owners Association.

Re-contouring/Removal of Natural Foliage

1. No Common Area shall be re-contoured without prior written approval of the Newpark Owners Association.
2. No trees, native shrubbery, or native grasses shall be removed.

Outside Private Area (Limited Common Area)/ Building “Skin” and other Common Area; Uses and Restrictions

1. Balconies, Decks, and Patios are highly visible, and as such they are subject to the close scrutiny of the Condominium Management Committee. Normal furniture and use is expected but any unusual use, noise, music, storage, or other nuisance is not permitted. Additionally, owners shall not place anything on any deck, patio or other Limited Common Areas that may block another owner’s line of site across such deck, patio or Limited Common Areas so that all owners will enjoy unobstructed views. Only barbeques, live potted plants and live flowers, and customary deck furniture are allowed to the extent that the same do not obstruct any other owner’s view of adjoining open space. Outdoor lighting must be turned off when not in use, and may not be left on overnight.
2. The Condominium Management Committee or its duly authorized agents or employees shall have the right, after reasonable notice to the owner, and from time to time without any liability to the owner for trespass or otherwise to enter upon any Limited Common Area at reasonable hours for the purpose (1) of removing any improvement constructed, reconstructed, refinished, altered, or maintained upon such Limited Common Area or private area outside of condominium (decks, skin materials) in violation of the future Declaration, (2) of restoring or otherwise reinstating such Limited Common Areas or private area outside the condominium (decks, skin materials), and (3) of otherwise enforcing without any limitation, all of the restrictions set forth in this document and the future Declaration. No improvement, excavation, or other work which in any way alters any

Limited Common Area (including decks, skin materials) from its natural or improved state existing on the date such Limited Common Area was first sold shall be made or done except upon strict compliance with the future Declaration.

3. Decks: The decks and hot tub areas shall be constructed by Declarant (Builder). No decks may be enlarged.
4. With the exception of pre-fabricated, stand-alone planters, individual planting or gardening is NOT permitted in the Limited Common Areas. No fences, hedges or walls shall be erected or maintained upon any property.
5. There shall be no obstruction of the common areas and facilities by any owner. Owners shall neither store nor leave any of their property in the common areas and facilities, except with the prior written consent of the Condominium Management Committee.
6. Holiday lights and decorations are only permitted from November 15th through January 31st. A tasteful entry area decoration is permitted and all lights seen from outside the condominium must be white in color.
7. Nothing shall be done or kept in any condominium or in the common areas and facilities or any part thereof that would result in cancellation of the insurance on the Project or any part thereof, nor shall anything be done or kept in any condominium that would increase the rate of insurance on the Project or any part thereof more than what the Association, but for such activity, would pay, without the prior written consent of the Condominium Management Committee. Nothing shall be done or kept in any condominium or in the common areas and facilities or any part thereof that would be in violation of any statute or rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the common areas and facilities or any part thereof shall be committed by any owner or guest, lessee, licensee, or invitee of any owner, and each owner shall indemnify, defend and hold the Association and the other owners harmless from and against all loss resulting from any such damage or waste caused by him or his guests, lessees, licensees, or invitees.

External Apparatus

No condominium owner shall cause or permit anything (including, without limitation, awnings, canopies or shutters) to hang, be displayed or otherwise affixed to or placed on the exterior walls or roof or any part thereof, or on the outside of windows or doors, without the prior written consent of the Condominium Management Committee. No sheds or outbuildings are permitted.

Oil and Mining Operations

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the properties of any Unit. No derrick, lift, shaft, or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the properties or any condominium.

Satellite Dishes and Antennas

No exterior radio antennas, or satellite dishes except satellite dishes which shall not exceed 18" in diameter, per unit, shall be placed, allowed, or maintained upon any condominium or upon any structure or portion of the improvements situated and located upon the properties without prior written approval of the Condominium Management Committee. No satellite dishes, antennas or any apparatus of any kind may be installed on the decks or building exterior. Satellite dishes installed on the roof must be approved (equipment and location) by the Condominium Management Committee.

Underground Utility Lines

1. All permanent water, gas, electrical, telephone, data communications, and television cables, other electronic pipes and lines and all other utility lines within the limits of the property must be buried underground and/or may not be exposed above the surface of the ground except that said public utilities may affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under roofs, exterior walls, retail space and parking garage area.
2. There is a blanket easement upon, across, over and under all of the properties for ingress, egress, limited to water, sewers, gas, telephone, electricity, and cable television. By virtue of this easement, it shall be expressly permissible for all public utilities serving the properties to lay, construct, renew, operate and maintain conduits, cables, pipes, mains, ducts, wires, and other necessary equipment on the properties.

Lease of a Condominium

Any owner shall have the right to lease his/her condominium upon such terms and conditions as the owner may deem advisable, subject to the following:

1. Any such lease or rental agreement shall be in writing and shall provide that the lease or rental agreement is subject to the terms of the recorded Declaration of Condominium, together with any Bylaws, Articles of Incorporation, and Rules & Regulations of the Association, as amended from time to time.
2. If an owner intends to lease or rent their condominium, they shall inform the Condominium Management Committee in writing within 5 days and include the name of the leasing agency (if applicable) and a copy of the lease agreement with all tenant names, contact information and signatures. Tenants must abide by all terms in the future Declaration, the Bylaws, and the Rules & Regulations of the Association, as amended from time to time.
3. Such lease or rental agreement shall state that the failure of the lessee or renter to comply with the terms of the future Declaration or any Bylaws, Articles of Incorporation or the Rules & Regulations of the Association shall constitute a default and such a default shall be enforceable by either the Condominium Management Committee or the lessor, or by both of them.
4. No leased condominium may have more than 2 residents per bedroom.
5. No leased condominium may have pets.

Advertising and Solicitation

1. Other than developer's marketing and sales efforts, advertising for sale within the Project is prohibited. Prior written consent of the Condominium Management Committee is necessary to use promotional devices such as loud speakers, phonographs, stereos or other similar visual or sound devices.
2. There shall be no solicitation by any person anywhere within the Project for any cause, charity, or purpose, whatsoever, unless specifically authorized in writing by the Condominium Management Committee, except that the developer and/or a developer affiliate under the future Declaration may engage in marketing and other activities related to the sales of units.

Swaner Eco Center

Access within the Swaner Eco Center (SEC) is subject to future SEC decision making. The wetlands surrounding Newpark Terrace, including the streams, are subject to a conservation easement on the ground in favor of SEC which preserves our residents' right to catch and release fishing, subject to any Utah governmental regulations. The SEC is not only a visual experience, but more importantly,

an area established for the preservation of wildlife and natural habitat. Please contact SEC for specifics before going on their land.

Snyderville Basin Recreation District Trails

All condominium owners of Newpark Terrace are entitled to access to Summit County's public trails on the same basis as any other Summit County resident.

Water Service

1. Water Service to Newpark Terrace is provided by Mountain Regional Water Company.
2. Mountain Regional is responsible for maintaining water mains to the meters. Maintenance of the water mains between the meter and the point-of-entry at the condominium will be the responsibility of the Association.
3. Common area watering will be accomplished by the Newpark Owners Association. It is recommended that owners maintain a temperature of 60 degrees in the winter to prevent water pipes from freezing within their individual condominiums.

Common Services Paid by Quarterly Dues

1. The dues shall be used for the purpose of promoting the recreation, health, safety, and welfare of the residents of the properties.
2. Management Fee (for quarterly billings and accounting)
3. Insurance (for the buildings only, through the drywall – owners must have insurance from the paint in, meaning all fixtures, floor coverings, etc. and their own personal belongings)
4. Common area landscape maintenance, water, repairs
5. Common area fencing maintenance and repair
6. Building maintenance
7. Common area utilities
8. Snow removal and melting
9. Cash reserves for periodic replacement or maintenance of large items of expense.
10. The budget may be set and approved by the elected Condominium Management Committee without a general meeting and vote.

Common Area Special Assessments

1. In addition to the annual dues, the Association and/or the Newpark Owners Association may levy in any assessment year a special assessment, applicable to the year only. Special assessments may only be levied to defray, in whole or in part, the cost of any construction, reconstruction, repair or replacement of common or limited common area structures, fixtures, and personal property thereto. Special assessments must have the assent of sixty seven (67%) of the votes of each class of the members authorized to vote, in person or by proxy, at a meeting duly called for this purpose.
2. Condominium owners will be the first liable for Newpark Terrace common area assessments upon completion of construction of the condominium or transfer in ownership of a condominium from the original developer.

Payment/Delinquency Policy

HOA Fees are due on the 1st of January, April, July and October. The management company will send a reminder approximately two weeks prior to the due date, but please mark your calendars regarding this responsibility. A late fee of \$50 will be charged to any account that has not been paid within 30 days, and another \$50 every month thereafter, until paid. After 90 days delinquent, a lien will be placed on the property and attorney's fees will be added to the account. All fees and expenses related to collection of HOA fees are the responsibility of the delinquent owner.

Public Services

1. Trash removal
2. Water mains, but not water service/bills
3. Sewer mains, but not sewer service/bills

Insurance

1. It is the responsibility of each owner to provide insurance on his personal property and upon all other property and improvements within his dwelling.
2. Pursuant to the future Declaration, condominium owners must also have Coverage A Building (Dwelling) insurance of at least \$20,000: This policy will be PRIMARY for losses that emanate from within an Owner's unit or from items that are their responsibility to repair and replace, such as any damage done to another unit by any fault of the owner or broken water pipe or other disaster in the owner's unit. All condominium owners shall have COVERAGE A BUILDING insurance for \$20,000 added to their individual Owners policies. If a Residential Owner fails to maintain insurance, such Residential Owner will still be responsible for the first \$10,000 on any claim arising from losses which emanate from within his/her Unit or from items that are the Owner's responsibility to repair or replace, as well as be responsible for any deductibles that apply to the Association's insurance.

Enforcement and Arbitration

1. Any controversy, claim, or dispute arising out of or related to the Rules & Regulations, the future Declaration, and By-Laws, or breach thereof, shall be settled by arbitration in accordance with the Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court of law having jurisdiction thereof.
2. It is agreed by any and all parties to the Rules & Regulations, the future Declaration, and By-Laws that any and all fees of the American Arbitration Association shall be paid in advance, on a pro-rata basis by the parties to such arbitration, or at such time as specified by the American Arbitration Association.
3. In the event that either the Newpark Terrace Owners Association or the Newpark Owners Association becomes involved in any controversy, claim, dispute, regardless of cause, it shall attempt to avoid litigation by agreeing to settle through the use of binding arbitration in accordance with the Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court of law having jurisdiction thereof.
4. The Newpark Terrace Owners Association shall attempt to incorporate this same Arbitration paragraph into any contract the Association may enter.

SCHEDULE "A"

FINE SCHEDULE

1st Violation	Warning Letter
2nd Violation	\$50 Fine
3rd Violation	\$100 Fine
4th Violation	Referred to Association Attorney