



FAIRWAY SPRINGS
LUXURY SKI & GOLF VILLAS

Rules & Regulations

Officially adopted as of February 12, 2019

Forward

The general objectives and intent of these Rules & Regulations is to create and maintain a residential community characterized by the following: condominium dwellings, well-kept decks and balconies, minimization of dish/receiver antennae, well-maintained landscaping, and generally clean and safe grounds. These characteristics will mean 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 their condominium as described in the future Fairway Springs Ski & Golf Villas 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 to the enjoyment in and of the common area subject to the Fairway Springs Ski & Golf Villas Declaration of Condominium and the Frostwood Master Owners Association Declaration.

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. Common areas shall be managed and maintained by the Fairway Springs Ski & Golf Villas Association. No owner, tenant or guest is allowed to modify common areas or limited common areas without written consent from the HOA Board.
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 in accordance with Utah State law.

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 in accordance with the governing documents.
2. No Business Uses: Property and grounds within Fairway Springs shall never be occupied or used for any commercial or business purpose other than residential rental.
3. All owners and occupants agree and acknowledge that even if they occupy their unit as a full time residence, such unit is not eligible for the primary residential tax exemption allowed under Utah Code Ann. 59-2-103(2).

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 on site.
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 and/or howling) 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. The overflow parking stalls on Fairway Lane are under the control of the Homeowner's Association. No parking is permitted in driveways that provide vehicular and pedestrian access to multiple condominium units, namely buildings A, B, C and D. Owners, tenants and guests must park in their designated garages. If your unit's garage is full, owners and guests must park in the overflow parking areas provided on Fairway Lane.
 - 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.
2. Overflow 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 overflow parking stall for more than seven (7) days will be towed at the owner's expense (except as described in #5, below).
3. Vehicles may park in the drive-ramp or driveway areas of buildings A, B, C or D for a period of NO MORE THAN 15 minutes for the purposes of loading/unloading. Any violation of such shall be subject to towing by the Condominium Management Committee at owner's expense. Owners may also be subject to an additional fine for the parking violation levied by the Association.
4. During the snow season, vehicles must be moved daily to a clean overflow parking spaces to ensure proper snow removal. Street parking during the snow season on Fairway Lane is prohibited.
5. All vehicles, of any kind, being parked within the Project 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.
6. No vehicles For Sale are to be stored within the Project or the Canyons Village area.
7. Campers, boats, ATV's, snowmobiles, or trailers may not be parked on the streets, parking areas or driveways. These vehicles should be parked in your garage or stored elsewhere; not within the Project or Canyons Village area.
8. No ATV's, snowmobiles or off road motorcycles will be allowed to be operated or parked on the property except while loading and unloading for lawful transport on public streets.
9. Any vehicle service, car washing or other maintenance should be performed in your garage or elsewhere not within the Project.
10. All vehicles in violation of the Rules & Regulations will be subject fines listed in Schedule A and towing at the owner's expense.

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 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. Hot tubs in Limited Common Areas shall present a uniform appearance from the outside of the condominium. All hot tubs must remain in working, functioning order and must not be an attraction for pests or wildlife.
5. Each building is equipped with its own communication receivers for television, internet and phone in which owners have full rights of use through the common area mechanical rooms. No owner is allowed to install additional satellite dishes or receivers on the exterior of the building without written approval from the Condominium Management Committee. Even though a service provider may feel authorized to freely install such receivers, any installation of such without approval will be subject to fines and repair costs by the respective Owner.

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 except as may be necessary temporarily to caution or warn of danger or to provide directions as required by law.
2. Signs indicating units "For Sale" or "For Rent" are prohibited as well as charity event, political and trade vendor signage.
3. 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.

Garbage and Refuse Disposal

1. 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. No rubbish, trash, papers, junk, or debris shall be burned upon any Common Area or Limited Common Area property.
2. At all times trash containers must be kept in garages or other acceptable, visually screened areas.
3. Trash containers must be brought to the curb no more than the evening before the scheduled pick up day and must be removed from the curb no later than 7:00pm in snow months and 10:00am of the day after garbage pickup in non-snow months. Failure to do so will result in fines as described in Schedule A.
4. All unit owners will be responsible for debris/trash that escapes their container, regardless of cause. Trash intentionally placed outside the designated container (i.e. on the road or curbside) is prohibited. Unit owners in violation of these rules will be subject to fines from the Association as well as clean-up costs and/or dump fees.

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 (within 7 days) 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 following items are the responsibility of the unit owner and will not be paid for as a common area expense:
 - Snow removal of decks and patios serving one individual unit.
 - Maintenance, repair and replacement of windows and doors servicing that individual unit, including entry doors, deck doors, patio doors and garage door.
 - Installation and maintenance of golf ball protection on individual units
 - Maintenance of fireplaces, flues and any utility vents servicing that individual unit.
 - Light fixtures and electrical outlets servicing that individual unit.
 - Maintenance of sewer lateral lines servicing that individual unit.
3. 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. Discharge of fireworks is prohibited.

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 December 1st through February 1st. A tasteful entry area decoration is permitted and all lights seen from outside the condominium must be white in color. Owners are not allowed to install decorations or lights in or on the common area landscape.
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. In the event that any owner or guest, lessee, licensee or invitee of any owner commits an act or multiple acts causing damage to common area property, such owner must report damage to HOA within 24 hours. If no report is made, the management committee will investigate cause and determine the responsible party for such damages. Additional administrative fees will incur to the unit owner.

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.

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.

3. Individual garage sales / yard sales shall not be allowed within the Project. However, the Association may, from time to time, schedule a community garage sale for those homeowners who wish to participate.

Water Service

1. Water Service to the Project is provided by Summit Water Company.
2. Culinary and irrigation water shall be a common area expense. It is required that owners maintain a temperature of 60 degrees in the winter to prevent water pipes from freezing within their individual condominiums since the failure to do so can negatively impact adjoining units. It is also highly recommended to keep garage doors closed unless for very short periods of time (i.e. while entering/exiting) in the winter months.

Payment/Delinquency Policy

HOA Fees are due each quarter on the 1st of January, April, July and October. The management company will send an invoice by electronic means approximately two weeks prior to the due date. A late fee of 1.5% per month (18% per annum) will be charged to any account that has not been paid by the 10th of the month, and another 1.5% 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.

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 **\$25,000**, or the amount of the Association's Insurance Deductible. This policy will be 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.
3. Any insurance obtained by an Owner shall include a provision waiving the particular insurance company's right of subrogation against the Association and other Owners. Each Owner shall be responsible to provide insurance coverage for the amount of any additional value to any Unit caused by any improvement to the Unit made by such Owner and not initially made by Declarant, including, but not limited to, the value of structural upgrades or fixtures supplied by the Owner.
4. Upon reasonable request by the Management Committee, or the Common Area Manager on its behalf, each Owner shall cause an insurer which has issued an insurance policy under this Section to issue a certificate or a memorandum of insurance to the Association or the Common Area Manager evidencing that the Owner has procured the appropriate insurance coverage for their Unit as required by this Declaration.

CVMA Assessments

1. It is the responsibility of each owner to pay for their unit's portion of Canyons Village Management Association (CVMA) assessments, separate from regular common area assessments of the Fairway Springs Ski & Golf Villas Association. These amounts are based on the certified unit form density measurements determined by the CVMA and according to the SPA documents. **These assessments will be included on regular billing statements from the Fairway Springs Ski & Golf Villas Association as a separate line item.**

2. Any owner that falls delinquent in paying their CVMA dues will be subject to late fees of 18% per annum and legal action from the CVMA.

SCHEDULE "A"

FINE SCHEDULE

1st Violation	Warning Letter/Email
2nd Violation	\$100 Fine
3rd Violation	\$200 Fine
4th Violation	Referred to Association Attorney