



CRESCENT RIDGE CONDOMINIUM ASSOCIATION

Community Rules

Effective June 2021 (with 2023 Updates: 4): Insurance Responsibility of \$100,000; 17), Exhibit A: Property Manager Information)

These Community Rules are established in accordance with the provisions of the Crescent Ridge Condominium Association (“Association”) Condominium Declaration and Bylaws, as amended (the Covenants, Conditions and Restrictions (“CC&Rs”)) and are meant to clarify and supplement the restriction information contained in the CC&Rs.

We depend on one another in the Association to contribute to the common good and to act with consideration to one another. These rules were developed to achieve the following objectives: 1) a safe and visually pleasing condominium project, 2) provide behavioral guidelines that support quality living for all residents, and 3) respect homeowner rights to the quiet enjoyment and reasonable unrestricted use of property and privileges of ownership.

Homeowners are liable when their guests, tenants, or occupants (“Residents”) violate any rule governing the Association. These Community Rules (“Rules”) were developed with input from owners and adopted by resolution of the Association’s non-paid volunteer Board of Trustees, more commonly referred to as Board of Directors (“Board of Directors” or “Board”), and may be modified, repealed or amended at any time as deemed necessary by the Board. Violation of Rules may lead to fines—see 17- Enforcement and Fines below.

- 1) **Common Areas**—Common Areas are all the real property, buildings and improvements except inside individual units. A, B and D unit types include shared entries and stairs which are Limited Common Areas. The Association is responsible for the operational management and oversight of maintenance and improvement of Common Areas. Homeowners are responsible for keeping their unit and Limited Common Areas designated for use by their unit in a good, clean and attractive condition.
 - a) **Damage**—Homeowners are fully responsible for the actions of their tenants, family members, guests, pets, contractors and associates and are responsible for any resulting damage to Common Areas. The homeowner shall communicate such damage within 48 hours to the Property Manager, who will coordinate any repairs and then bill the homeowner for reimbursement to the Association.
 - b) **Obstructions:** Lawns, walkways and areas under decks shall not be used for storage or parking or be obstructed in any way. No bicycles, toys or other personal property shall obstruct entrance ways, walkways, parking or other Common Areas.
 - c) **Association Electricity**—Certain Common Areas, including but not limited to garages, walkways, utility rooms and hallways, require electricity for which the Association is responsible. Use of such Common Area electricity for personal use is prohibited, including for charging electric cars, running washers, dryers, etc. For such personal use, individual homeowners are responsible for the cost of wiring to and utilization of their own electricity from their unit’s specific circuit breaker panel.
- 2) **Grilling/BBQ Use**—Our governing documents (CC&Rs §9.14) prohibit any activity which would result in the cancelation of insurance or an increase of insurance rates. Our insurance policy restricts the use of certain outdoor grills as follows:
 - a) Electric grills are permitted for use anywhere outside, without restrictions.
 - b) Briquette-type open-flame devices of any kind are expressly prohibited.
 - c) Grilling using a propane or wood-pellet type grill is prohibited unless grilling can be done at a minimum distance of 10 feet from buildings (including rooflines) and combustible building components, and grills are placed on a non-combustible surface.
 - d) Unit owners with decks may store grills on their deck when not in use, but cannot put them into use (light or activate) unless they comply with all the requirements of 2)c) above, which may require them to move their grill to be in compliance.

- 3) **Homeowner Contact Information** (Supplement to CC&Rs §17.2)—The Association shall keep homeowner contact information private, but to facilitate communication, each homeowner shall keep their contact information current with the Association. This may be accomplished in our Online Portal's Account Profile section. Required contact information includes the homeowner's current 1) email address, 2) mobile phone number and 3) mailing address. Email is the Association's preferred method of communication, including for quarterly fees invoices—if a homeowner's preference is to NOT use email, they must notify the Property Manager in writing. To facilitate approvals among members in a six-unit pod, the Association may provide pod member email addresses (see 14-Structural Alterations below).
- 4) **Insurance** (Supplement to CC&Rs §10.4)—Under Utah State Statute 57-8-43, claims for a covered cause of loss in condominium units are "location-based," rather than "fault-based." The cost of cleanup and repair from \$0 to \$100,000 is the homeowner's sole responsibility, regardless of where the damage originated. A homeowner's financial responsibility may be covered by a homeowner insurance policy that includes a minimum of \$100,000 "Coverage A" coverage—an H06 policy that mirrors the Association's policy is recommended. Insured damage over \$100,000 is covered by the Association's property insurance policy.
- 5) **Late Fees, Interest and Collections** (Supplement to CC&Rs §8.4-8.6)—Quarterly Assessments are due and payable, in advance, on or before May 1, August 1, November 1 and February 1 of each year. If owner payment is not received by the 10th of each of those respective months, a late fee of \$50 will be charged. Interest at 10% per annum will be accrued on any outstanding balance more than 30 days past due. Further non-payment results in a lien (61 days) and legal collection action (91 days), with the homeowner being responsible for all associated fees. Electronic payments are encouraged.
- 6) **Noises / Quiet Time / Contractors**—Residents are entitled to the quiet enjoyment of their units. Noises (e.g., music, television, parties, etc.) easily carry from pod to pod and from upper floors to lower floors and accordingly, shall be kept at a reasonable volume level as not to disturb neighbors. "Quiet Time" is between 10 pm and 8 am.

Contractors / service providers must be licensed and insured, and are allowed to work only from 7:30 am to 6 pm Monday through Friday and from 8 am to 6 pm on Saturdays. No work is allowed on Sundays or holidays except in the case of an emergency. Homeowners are responsible to ensure their service providers follow these work hour limitations, as well as parking and debris removal rules.

- 7) **Parking** (Supplement to CC&Rs §9.11, 9.18)—Homeowners are required to communicate all parking restrictions to guests, visitors, renters, service providers, etc.
 - a) Each unit is assigned two parking spaces: one garage space and one driveway space in front of the garage. Homeowners may contact the Property Manager to request a vehicle that is parked in one of their two designated spots be towed at the vehicle owner's expense, provided that before a tow is requested, all reasonable measures to warn or communicate the parking violation to a vehicle owner have been pursued.
 - b) Crescent Road is a public street. City Regulations prohibit parking where signs indicate "No Parking" and within five feet of a driveway. Homeowners may contact the non-emergency police number (435) 658-7000 to report street parking violations.
 - c) While performing services requested by the Association or an owner, service providers may park where designated by the owner or Association, following the parking rules in this section.
 - d) Recreational vehicles such as mobile homes, campers, trailers and 5th wheelers are specifically prohibited from Association property.
- 8) **Pets** (Supplement to CC&Rs §9.9)—Dogs and cats are the only animals permitted to be kept as pets, provided that such pets may not be kept or bred for commercial purposes.
 - a) The limit of dogs per household is two. Additional dogs require prior written consent of the Board.

- b) All dogs shall be kept leashed and under the control of their owner whenever they are outside the unit and shall not be allowed to run free or be unleashed at any time in the community, cause a nuisance, or to otherwise interfere with the rights, comfort or convenience of other residents.
 - c) Dog owners are responsible to clean up after their pets and for all damages caused by their pets to Common Areas and to the property of others.
 - d) All pets must have all vaccinations up to date.
 - e) Short-term renters (less than 30 days) are not allowed to have pets under any circumstances. Homeowners who engage in short-term rentals shall clearly specify “No Pets” on their websites and marketing materials.
 - f) Long-term renters (30 days or more) may only have pets if the homeowner submits to the Property Manager a signed agreement (Exhibit A) in advance that indemnifies the Association for the actions of their renter, including pet issues.
- 9) **Rentals**—Homeowners shall notify the Property Manager in writing (Online Portal may be utilized) that their unit is available for rental and if applicable, shall provide contact information of any agent retained to manage their unit. Homeowners / agents are responsible for the enforcement of established restrictions and rules with their renters—all rental agreements shall include these Community Rules (may be an appendix) and shall include provisions in the rental agreement wherein renter must agree to abide. Homeowners who rent shall have a copy of these Community Rules readily accessible in their units for renter reference. (Note: 2013 Amendment rescinded CC&Rs §9.20 Rental Pool requirement language).
- a) For long-term rentals (30 days or more), homeowners shall also provide a copy of CC&Rs to renter and renter must agree to abide.
 - b) Renters are generally prohibited from having pets (see 8-Pets section above).
 - c) Homeowners who engage in short-term rentals (less than 30 days) shall obtain and maintain Park City municipal licensing.
- 10) **Signs / Defacing of Property**—Signs, notices, advertisements, or any alteration of exterior surfaces shall not be placed, inscribed, or exposed on any window, door, or other exterior parts of any unit or on Common Areas. Specifically permitted are "For Sale" signs and seasonal decorations (permitted only for 30 days on either side of a holiday), or as otherwise approved in advance by the Board in accordance with CC&Rs §9.10.
- 11) **Smoke and CO Detectors** – Homeowners are responsible for having functioning smoke and carbon monoxide detectors within their units at all times. Smoke detectors/fire alarms are required in each sleeping area, with additional detectors required on each floor. One carbon monoxide detector is required on each floor. Combination smoke detectors/carbon monoxide detectors are acceptable. All detectors shall be replaced according to the manufacturer’s instructions. The Association is responsible for fire alarms in Common Areas.
- 12) **Smoking**—Smoking or vaping is acceptable within the interior of the units. However, smoking on decks or in Common Areas where smoke may drift and cause nuisance to other Residents is strictly prohibited.
- 13) **Spas, Jacuzzis and Hot Tubs** (“Spa”)– New installation of Spas is prohibited. Certain current homeowners have “grandfathered” Spas on their decks, which if the unit is sold, must be removed. Homeowners with grandfathered Spas must refer to and abide by the Association’s separate Spa Rules.
- 14) **Structural Alterations** (Supplement to CC&Rs §9.17)—Homeowners shall not make any alterations to any unit, Limited Common Area or Common Area, including landscaping, decks or windows, without prior written consent of 1) all other homeowners in your six-unit pod, and 2) the Board’s Architectural Review Committee. There are no exceptions, even if another homeowner in the community has already received written approval for a similar structural alteration. Homeowners are encouraged to utilize our Online Portal’s Compliance>Architectural Review feature to submit structural alteration requests. In the case

that consent is unable to be obtained from another pod homeowner, the Board may be requested to consider approval without that homeowner’s consent.

- 15) **Trash and Recyclables** shall be placed in bins kept inside each homeowner’s garage. Residents shall follow Summit County directives for recycling—GLASS and PLASTIC BAGS OF ANY KIND are not currently accepted for curbside pickup. Remove all accepted recyclables from plastic bags before placing them in garage recycling bins. The Property Manager is responsible for moving bins to and from the curb for pick-up day—recyclables are picked up every other week. [Recycle Utah](#) offers drop-off locations for glass recycling, including 1951 Woodbine Way and Willow Creek Park near tennis/pickleball courts.

Contractors may not use resident trash bins; remodel materials and debris must be hauled away daily.

- 16) **Wood-Burning Fireplaces Prohibited in Units**— Our governing documents (CC&Rs §9.14) prohibit any activity which would result in the cancelation of insurance or an increase of insurance rates. Our insurance policy prohibits burning of wood in any unit’s fireplace—effective 12/01/2020 only natural gas fireplaces may be used. Our insurance policy requires homeowners with dedicated wood-burning fireplaces to convert their fireplaces to gas. Homeowners with combination gas log/wood-burning fireplaces are prohibited from burning wood. Our insurance carrier has advised us that in the case of a loss, subrogation may occur (homeowner may be held wholly responsible and liable) if it is found that wood-burning was taking place in a fireplace.

- 17) **Enforcement and Fines**—Homeowners may contact the Board with any questions, comments, concerns or requests related to the review and enforcement of Community Rules by email at crescentridgeboard@gmail.com.

- a) If you observe a rule violation, depending on the circumstances, the most effective way to resolve the issue may be to inform the other party personally, usually without delay.
- b) If a violation warrants reporting, homeowners may do so in writing via an online ticket submission to our third-party Property Manager, who will confer with the Board and will generally address the issue within 48 hours of receipt and communicate back to the reporting homeowner.
 - i) Send a “HOA Rules Violation” ticket to: <https://help.modelhoa.com/support/tickets/new>
 - ii) Verbal complaints cannot be accepted. Reports of rule infractions must include the name and contact information of the person making the complaint together with adequate detail about the issue, including date, nature and location, offending party and unit number, etc. Pictures may be attached to the ticket.

- c) Fine Schedule: Any violation of any of these Rules or the CC&Rs will result in the following action:

First Offense:	Written Warning	5 Days to Correct Issue
Second Offense:	\$100 Fine	3 Days to Correct Issue
Third Offense:	\$200 Fine	Immediate Correction of Issue
		a. Revocation of Association Voting Privileges
		b. Eviction of Tenant in a Leased Unit
Subsequent Offenses:	\$500 Fine/month	

Adopted September 9, 2020, and updated June 07, 2021 by Resolution of the Board of Directors
Peter Delaney, President, Crescent Ridge Condominium Association

Updated July 1, 2023 to update 4) Insurance Responsibility and November 1, 2023 to update 17) Property Manager Information

Exhibit A

Notification of/Indemnification Acknowledgement for Long-term Rental with Pet Privilege

Date: _____

To: Model HOA Property Management: info@modelhoa.com,
Crescent Ridge Condominium Association: crescentridgeboard@gmail.com

RE: Pet at Long-term Rental at _____ Crescent Road (Unit # _____) Park City, UT 84060 ('Property')

This letter shall serve as my notification that I have entered into a long-term (30 days or more) rental agreement with the below-referenced renter who will be keeping a pet(s) under the following terms at my Property:

- Renter has reviewed and acknowledged the Community Rules as a whole and in particular, the rules governing pets on the grounds of the Crescent Ridge community.
- Owner and Renter shall indemnify, defend, and hold harmless the Crescent Ridge Board and its members from any and all injuries, loss, damages, and legal actions resulting from Renter's pet privilege.
- Owner and Renter represent that the pet is suitable for a community environment and has all vaccinations up to date.

Renter Information: _____

Renter Name: _____

Phone: _____

Email: _____

Rental Term:

Start Date: _____

Completion Date: _____

Pet (1) Description: _____

Pet (1) Name: _____

Pet (2) Description: _____

Pet (2) Name: _____

Homeowner Signature and Information:

Owner Signature _____

Owner Name: _____

Phone: _____

Email: _____