

**HAVENS AT DEER CREST OWNERS ASSOCIATION, INC.
RULES AND REGULATIONS**

(Adopted by the Management Committee as of _____, 20__)

These Rules and Regulations (the “**Rules**”) supplement, but do not change, the obligations of Owners and guests contained in the Declaration and Bylaws for Havens at Deer Crest (“**Havens at Deer Crest**” or the “**Project**”). These Rules apply specifically to all Owners, tenants and guests, as well as to members of their families.

The Management Committee has the responsibility to make such other rules from time to time or to amend these Rules as may be deemed necessary for the safety, care and maintenance of the Project and to improve the comfort and enjoyment of all Owners, tenants and guests to Havens at Deer Crest. The Management Committee and the Common Area Manager have the full authority and responsibility of enforcing these Rules.

The capitalized terms used in these Rules shall have the same meaning herein as such terms have in the Declaration of Condominium for Havens at Deer Crest, as filed in the Recorder’s Office of Wasatch County, Utah (the “**Declaration**”).

1. Stairways, sidewalks, and roads shall not be obstructed or used for any purpose other than ingress to and egress from the Units.
2. The exterior of the Units and all other areas appurtenant to a Unit, including balconies, decks and patios, shall not be painted, decorated or modified by any Owner or their Guests (for purposes herein such term includes any family member, guest, tenant, employee and/or invitee of an Owner) in any manner without prior written consent of Management Committee of the Havens at Deer Crest Owners Association, Inc., a non-profit corporation (the “**Association**”), which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association. In addition to the Declaration, Owners should familiarize themselves with the provisions of the Master Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Deer Crest (the “**Master CC&Rs**”), to identify other actions that may require approval. Owners are responsible for compliance with the Declaration and all applicable provisions of the Master CC&Rs.
3. No article shall be hung from the doors, windows, decks, balconies or patios or placed upon the outside windowsills of any Unit, with the exception of approved flower boxes and/or hanging baskets.
4. No bicycles, skis, exercise equipment, barbecues (other than grills which may be allowed by the HOA and relative insurance policies), toys or other personal articles shall be allowed to stand in or on any balcony, deck, patio or on any of the Common Areas and Facilities, except in areas designated by the Association. All such areas shall be kept in a neat and sanitary condition at all times.

5. No spas or hot tubs may be placed on decks or patios without the prior written consent of the Management Committee, which consent may be withheld in the Management Committee's sole and absolute discretion.
6. No Owner shall make or permit any noise that will disturb or annoy the occupants of any other Unit or do or permit anything to be done which will interfere with the rights, comfort or convenience of other Owners.
7. No awnings, window guards, light reflective materials, shutters, ventilators, fans or air conditioning devices or other machinery or equipment shall be placed in such a location so as to be visible from the exterior of any Unit except as shall have been previously approved in writing by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association.
8. No sign, notice or advertisement shall be inscribed, hung or exposed on any portion of the Property or any Unit therein, except such as shall have been previously approved in writing by the Association, which consent may be withheld at the sole discretion of the Association.
9. All garbage and refuse shall be deposited with care in areas designated by the Association.
10. No receivers, antennas or similar electronic devices or facilities of any kind shall be attached to, or hung from, the exterior of the Units, the roofs thereon, decks, or protrude over any balcony, without the prior written consent of the Association.
11. The agents of the Association and any contractor or workman authorized by the Association may enter any Unit at any reasonable hour of the day for any purposes permitted under the terms of the Declaration, Bylaws of the Association or any agreement with the Common Area Manager. Except in case of emergency, entry will be made by prearrangement with the Owner.
12. All traffic flow markings and signs regulating traffic shall be strictly observed.
13. No Owner may keep more than two (2) animals generally recognized as house pets ("Pets") on the Property or within any Unit without the express written permission of the Association. Each Pet owner is responsible for all waste clean-up. Owners shall comply with all applicable leash laws. Only Owners, and not renters or Guests, are permitted to have Pets in the Project. Each Owner shall be in control of their Pets at all times that such Pets are on the Common Areas and Facilities. The permission granted in this Rule is revocable if any Pet becomes noisy, menacing or obnoxious to other residents, in which event the Owner or person having control of such Pet shall be given written notice to correct the problem, or if not corrected, the Owner, upon written notice by an officer of the Association, will be required to permanently remove such Pet(s) from the Project. If any Pet causes damage to the Project or personal injury to any Owner, renter, Guest, or other individual on the Project, the Owner of such Pet, and not the Association, shall be

responsible for all such damage or injury and shall promptly reimburse all damaged parties. Any costs of repair or clean-up of any damage to the Project caused by a Pet may be assessed to such Pet's Owner in the Association's discretion. Each Owner shall indemnify, defend, and hold the Association harmless from and against any claims, damages, liabilities, actions, and expenses in connection with such Owner's Pet.

14. Any damage to the Common Areas and Facilities caused by an Owner, or the Guests or renters of such Owner shall be repaired at the expense of such Owner.
15. The Common Area Manager or, if there is no Common Area Manager then the Association, shall retain a passkey to each Unit. No Owner shall alter any lock or install a new lock on any door leading into the Unit without providing a new key for the use of the Common Area Manager or the Association.
16. No Owner shall carry on any business or trade from or within a Unit, or allow any other person to carry on such business or trade which includes or requires customers, suppliers or other business contacts to regularly and/or routinely visit or attend at the Unit.
17. No off-road motorcycle, all-terrain vehicle, snowmobile, golf cart or other motorized recreational vehicle shall be maintained, parked or operated on or within the Project without the specific written approval of the Association.
18. No cars or other vehicles may be parked on the roads or drives within the Project, except as may be permitted by the Association for parties and other group activities. All vehicles parked overnight shall be parked within designated parking areas, such as driveways and garages, but not on any streets within the Project.
19. Any Owner making interior structural modifications to their Unit must comply with all requirements of the Declaration, any governmental or quasi-governmental authority with jurisdiction over the Project (e.g. building permits and inspections), and any additional rules and regulations that may be adopted by the Association in connection with such activities. No Owner shall make modifications to a Unit (other than mere aesthetic improvements to the interior such as painting and carpeting) without first obtaining the prior review and written approval of the Management Committee.
20. No Owner shall bring to or maintain at the Project any product or material, or engage in any activity at the Project, which (a) is dangerous or harmful to person or property, (b) would increase insurance rates on the Project, (c) is offensive, (d) constitutes a nuisance, or (e) unreasonably interferes with the use and enjoyment of the Project by others.
21. The draperies, shades and other interior window coverings in Units shall present a uniform appearance from the outside of the Units. All draperies, shades or other interior window coverings shall be installed only with the prior written approval of the Management Committee.

22. The Project is a non-smoking environment.
23. No furniture, bulk packages, bulk supplies, bulk merchandise, bulk freight or bulk equipment of any kind shall be brought into the Project without the consent of Common Area Manager. All moving of the same into or out of the Project shall be under the supervision of Common Area Manager at such time and in such manner as Common Area Manager shall prescribe. Articles of unusual weight, as determined by the Common Area Manager, are not permitted in the Project. The Common Area Manager will not be responsible for the loss or damage of any items described in the first sentence of this Rule from any cause. If services of the Common Area Manager are required by any Owner in connection with any moving activities, the Common Area Manager may charge a fee to the Owner for such services.
24. The Owner will be responsible for ensuring that any portions of the Project impacted by any move are clean and undamaged. If the Common Area Manager is required to clean the Project as a result of the move, the Owner will be charged at a minimum of Thirty and NO/100 Dollars (\$30.00) per hour per person. It is the responsibility of the Owner or any moving professional to ensure that any necessary or protective coverings are in place prior to beginning the move. Under no circumstances may furniture or other belongings be dragged across any surfaces (e.g., sidewalks, parking areas). Professionals must hand carry items or use dollies or hand trucks at all times. The Common Area Manager will not be responsible for providing any moving equipment whatsoever. No furniture, boxes, packing materials, etc. are to be left in the parking areas or other Common Areas and Facilities. Parties must remove all materials from the property promptly after performing services.
25. In the event that a Unit is used for transient and/or hotel rentals, in accordance with Section 8.5 of the Declaration, the Owner of such Unit shall pay an annual fee to the Association of Two Hundred and NO/100 Dollars (\$200.00) (the “**Annual Rental Fee**”) to defray the Association’s additional administrative expenses directly related to such Unit. All Owners who rent their Unit in accordance with Section 8.5 of the Declaration shall be liable to the Association for the Annual Rental Fee.
26. All Units used for transient and/or hotel rentals shall engage a professional rental management company (“**Rental Manager**”). The Owner shall only be permitted to engage a Rental Manager which has been approved by the Management Committee. The Owner shall be responsible for the Rental Manager and shall ensure that the Rental Manager complies with all applicable laws and regulations, and the terms and conditions of all agreements governing the Unit, including the Declaration, Bylaws, any then-current key agreement, and these Rules.
27. The Association is committed to maintaining a friendly, supportive, and productive environment within the Project. Harassment of any kind by Owners, renters, Guests, or employees is not tolerated. In addition to all harassment and discrimination prohibited by applicable law, harassment or discrimination based upon an individual’s race, religion, age,

sex, color, citizenship status, marital status, sexual orientation, national origin, or disability status is strictly prohibited and a violation of these Rules.

28. Owners are responsible for their own conduct and for the conduct of their family members, renters, and Guests. Any Owner whose conduct or whose family, renter, or Guest's conduct is deemed by the Common Area Manager to be likely to endanger the welfare, safety, harmony or reputation of the Project is a violation of these Rules. The Common Area Manager and the Management Committee shall determine what constitutes improper conduct in their sole and absolute discretion, but, improper conduct shall include, without limitation: (a) submitting false information to the Common Area Manager, Management Committee, or Association; (b) failing to pay any amount owed to the Association in a proper and timely manner; (c) failing to abide by these Rules, as amended by the Association from time to time; (d) abusive or disrespectful communication with the Common Area Manager, Management Committee or Association; or (e) acting in a manner which would likely injure the reputation of the Project.
29. In addition to the remedies and penalties provided in the Declaration, violators of these Rules, the Bylaws and/or Declaration will receive an initial written warning notifying them of the violation and that the violator has forty-eight (48) hours to cure such violation. If the violation is not timely cured, the Management Committee may fine the violator up to Five Hundred and NO/100 Dollars (\$500.00) each month that the violation is not cured. Within thirty (30) days after being fined, an Owner may request, and the Management Committee shall hold, an informal hearing where the Owner may protest or dispute the fine. The informal hearing shall be conducted in a fair and reasonable manner and shall be held within thirty (30) days after receipt of a written request from the violator. No interest or late fees may accrue until after the hearing has been conducted and a final decision has been rendered by the Management Committee.
30. Complaints of violations of the governing documents should be in writing, signed by the Owner, addressed to the Association, and should include as much information as possible. Complaints may also be initiated by the Common Area Manager or any member of the Management Committee. The Management Committee has no obligation to consider oral complaints or anonymous complaints. The Management Committee shall have the authority and sole discretion to determine whether a complaint is justified before continuing with the applicable violation procedure.
31. The foregoing Rules are subject to amendment and to the promulgation of further regulations.