

CORNERSTONE CONDOMINIUMS
Homeowners' Association

RULES AND REGULATIONS
Amended February 2011 & March – October 2015
Updated and Amended January 2018
Interim Updated and Amended September 2019
Interim Updated and Amended March 2021
Interim Updated and Amended July 2021
Interim Updated and Amended November 2022

PREFACE

Cornerstone Condominium Homeowners' Association is comprised of 146 residences.

We share the benefits and costs of those Common and Limited Common Areas consisting of the Community Center, (Clubhouse), streets, walkways, exterior lights, water usage, sewer, etc. The applicable users also share the benefits and costs of the Overflow Parking area, as its limited capacity will permit. The publishing of these Rules seems to be the best way to extend the maintenance of a *"standard of behavior - that is expected of each other as "good neighbors."* We also share the costs of maintenance of these and attending responsibilities as well as our liability, which are reasons for our joint concern.

The CORNERSTONE COVENANTS, CONDITIONS AND RESTRICTIONS, (CC&Rs) required by State Law, were distributed to all Unit Owners in September 1997, and subsequently to new Owners/renters as needed. The purpose of the CC&Rs was to define and describe the assigned authority for managing the Complex, maintaining and administering the Common Areas and enforcement procedures, including the collecting and disbursing of funds, etc.

The function of the BYLAWS, which were delivered to all Unit Owners in December, 1997, and subsequently to new owners/renters as the need arises, is to outline those major topics most likely to be used to govern ourselves. Their usage will facilitate adding to or modifying the general rules of conduct. The intention of attached GENERAL RULES AND REGULATIONS is to set forth and describe, in some detail the various regulations and procedures for sharing and utilizing all of the facilities on a day to day basis within the Cornerstone Condominium Complex.

When CC&Rs, Bylaws and General Rules and Regulations were initially distributed, electronic copies were not available. Therefore, a charge was made for printed copies. With the availability of electronic copies, it is no longer necessary to charge for copies. Electronic copies are now available on the website, sjcornerstone.com, for random reading or for producing printed copies.

The Management Committee, at its discretion, may adopt rules of the Complex as may be needed to ensure comfort of living and security for all Units. Rules may include, but not be limited to security gates or other measures to keep the area safe.

Note: These rules were originally written in 1997 and delivered to owners. They were revised in 2007 and copies of at least one set of CC&Rs, Bylaws, and Rules and Regulation documents is in possession of an owner. They were revised again in 2011 and included in the master copy of the CC&Rs. Further clarification was added in 2015 regarding flower beds, realtor signs and estate sales, etc.

Pursuant to Utah State Law and CC&Rs, violators of any of the following Rules and Regulations are subject to fines to be determined by the Management Committee.

Some HOA Insurance History and Information

Senate Bill SB167 also referred to as UCIOA, applies to HOA insurance policies issued or renewed on or after July 1, 2011 and may override some insurance language in the associations CC&R's.

Unit Owner Insurance-SB167 mandates the following:

1. The HOA Master policy shall include coverage for 100% full replacement cost-including any fixture, improvement, or betterment installed by a unit owner to a unit or to a limited common area, including a floor covering, cabinet, light fixture, electrical fixture, heating or plumbing fixture, paint, wall covering, window, and any other item permanently part of or affixed to a unit or to a limited common element. This means, your HOA master policy covers the buildings, your unit including the interior, and any other common areas; unit owner contents not included. There is a master policy deductible of \$10,000 which is the responsibility of the owner.
2. The master policy deductible is \$ 10,000. SB167 stipulates the following: A unit owner who owns a unit that suffered unit damage as part of a covered loss is responsible for an amount calculated by applying the unit damage percentage for that unit to the amount of the deductible under the property insurance policy of the HOA. This means, you can be responsible or could be partially responsible to pay for the HOA insurance deductible in the event of a claim. This applies only where multiple units are part of a single insurance claim.
3. In the event the HOA master policy deductible changes the HOA must give you notice. The HOA master policy has no coverage for floods or earthquake.

Unit Owner Checklist-Consult with your personal insurance agent to determine if you have adequate coverage.

- HOA Insurance Policy with at least \$10,000 dwelling coverage - noted as Coverage A
- Coverage for your personal contents
- Personal liability protection
- Loss of use/additional living expenses
- Loss assessment coverage
- Earthquake and/or flood insurance if desired.

Other terms to mention: *fine arts, jewelry, valuable articles, money etc.*

Loss of rents – *if your unit is a rental*

Cornerstone is not in a flood hazard area. The community determined years ago that earthquake insurance was too expensive.

Section I

RULES AND REGULATIONS

General Information

I. 0. Smoking Prohibited in all Common and Limited Common Areas Including Patios, Porches, Parking Pads, and Overflow Parking Area

Pursuant to Cornerstone Condominiums CC&R Article III, paragraph 18, subparagraph h, The Management Committee hereby adopts the following rule by resolution on September 14, 2017.

In as much as the federal Environmental Protection Agency (EPA) has determined that environmental tobacco smoke is a Group A carcinogen, in the same category as other cancer-causing chemicals such as asbestos; the EPA has determined that there is no acceptable level of exposure to Class A carcinogens; and the EPA has determined that exposure to environmental tobacco smoke also causes an increase in respiratory diseases and disorders among exposed persons;

Therefore the following rules are adopted:

- A. Smoking is prohibited within 25 feet of the entrance to any building. This includes condo porches, patios, stairwells, and breezeways of all buildings. Smoking is also prohibited in the common areas of Cornerstone Condominiums, including the parking stalls, mail area and park. Owners should be aware that cigarette butts left on the ground are considered litter and will be fined as such.
- B. Cornerstone Condominiums is a multi-family attached housing project with neighbors in close proximity, each wishing to enjoy the ownership of their units. Utah State Law is very clear that smoking within a multi-family attached housing project is classified as a nuisance which may be stopped by injunction (see Utah Code, 78B-6-1101 and 78B-6-1105; <https://le.utah.gov/xcode/Title78B/Chapter6/78B-6-P11.html>). Therefore, smoking by owners, tenants, and/or their guests is strictly prohibited outside any Cornerstone Condominium Unit, in any Limited Common Area, or in any Common Area.
- C. If complaints are received regarding drifting (second-hand) smoke that drifts into any residential unit, from any location in the Cornerstone Condominium community, more than once in each of two or more consecutive seven-day periods, a fine of \$200.00 will be imposed on the unit owner or occupant from which the smoke is originating. In addition, the association's attorney may be contacted – at the expense of the smoking party's responsible owner – to begin legal proceedings against the owner.

I. 1. EMERGENCY PREPAREDNESS

Emergency Preparedness is currently organized under the direction of the River Ridge 8th Ward of The Church of Jesus Christ of Latter-Day Saints. Their plan is coordinated with South Jordan City. Cornerstone Condominiums is divided into nineteen sub sections. These sub sections have a Block Captain assigned to provide leadership, information, and assistance to ensure each dwelling is prepared in the event of a disaster. Block Captains will establish communication with new move ins and a minimum of semi-annually thereafter. A readiness reminder will be published in the Cornerstone Courier when necessary and/or placed in the black tube below the mailbox.

To avoid redundancy and duplication of effort, in the event of disaster or other emergency, we will operate under the direction of that Emergency Preparedness organization.

I. 2. SECURITY

- A. Each owner may install or have installed security systems consisting of motion devices, window or door security switches, laser or photo sensing devices to protect their unit.
- B. **When a resident is to be away from their Unit longer than a few days, they should notify their Emergency Preparedness Block Captain or a neighbor, which would permit an additional watch to be made for their Unit.**
- C. **When a resident is to be gone for an extended period, Management Committee members or neighbors should be informed as to who has access into the unit in case of an emergency. It is recommended to shut off the water valve in the basement during extended absences.**
- D. In case of any emergency, please designate someone who will have access to a key to your Unit.
- E. Should Management Committee establish a neighborhood watch program, each owner or resident will be invited to participate.

I. 3. MONTHLY FEES

- A. Expense for maintaining the Common and Limited Common Areas including but not limited to water, sewer, electrical fixtures, electricity, snow removal, painting, printing, landscaping, emergency repairs, utilities, insurance, and garbage collection. Clubhouse maintenance and utilities are met by monthly assessments against each Unit. The monthly fee should be made payable to "Cornerstone Condominium Homeowners' Association (CCHOA) and mailed to: P.O. Box 95047 South Jordan, UT 84095 and/or delivered to the Community Center mail slot.
- B. All fees are due and payable the first day of each month.
- C. A late fee of \$25 will be assessed if payment has not been received by the 15th of the month. Also be advised that on the 15th the mail is picked up at 10 AM.

I. 4. NOISE CONTROL

- A. Noise can be a problem at any time.
- B. It is the responsibility of residents to ensure that their children, grandchildren and guests are not disturbing others.
- C. Radios, televisions, musical instruments, wind chimes, party activities and other noise sources, including barking dogs, car horns, car stereos and extended warm up of engines should be restricted to a level that does not disturb other residents
- D. If there is a problem, please call anyone on the Management Committee.

I. 5 OUTSIDE DECORATION/LIGHTS/MODIFICATIONS

- A. Outside seasonal decorations and electrical lights shall be removed as early as possible after the seasonal event the decorations represent. Lights or seasonal decorations shall not be left up year around.
- B. Decorations or other accoutrements may not be hung from exterior light fixtures provided by the HOA.
- C. You must have written approval from the Management Committee before attaching any items to the exterior brick walls or roofs.
- D. Unit Owners are responsible for any damage caused by installing or attaching any item to the exterior light fixtures, walls, or roofs of their unit. Leakage or any other problem of any kind present after the installation of TV / Radio antennas, Satellite Dishes or any other appliance is exclusively the responsibility of the unit owner.

I. 6. PETS

- A. Each pet owner will keep his pet or pets registered and licensed at all times, as required by the City & County authorities and maintain records showing that the animals have received their shots and rabies vaccination.
- B. South Jordan's "*Leash Law*" requires that when your dog is outside of your unit, the dog be on a leash or rope at all times. When in the park adjacent to the Community Center, dog(s) must be kept on the pedestrian path and away from plants in addition to being on a leash.
- C. Each pet owner will immediately remove any animal droppings, dispose of these droppings in their own garbage container, and water down pet urine deposited on lawns.
- D. Dogs will not be permitted to bark unduly or make other noises that would continually disturb other residents, day or night.
- E. Unit owners, residents and visitors who have pets that are continual nuisance will be asked to permanently remove such pets from the premises.
- F. No more than two (2) pets may be kept per unit at one time.
- G. Pets acquired after January 10, 2018 may not exceed 25 pounds each.
- H. All residents and visitors will comply with all City & County laws governing pet ownership.
- I. Any animal found in violation of these Rules will be turned over to the South Jordan Control Officer.
- J. No Unit owner, renter, visitor or any other person on Cornerstone HOA property may own, possess, keep, exercise control over, maintain, harbor, or transport "pit bull terrier", as defined herein. "Pit bull terrier", as used in this section, means any dog that is an American pit bull terrier, American Staffordshire terrier, Staffordshire bull terrier, or any dog displaying a majority of physical traits of any one or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds.
- K. Homeowners are allowed to have (a) "Service dog(s)" without weight limitation when needed but must otherwise comply with all other guidelines in I.6.

I. 7. SUGGESTIONS/COMPLAINTS

Suggestions/complaints regarding Management Committee or other committees are to be directed to them by a phone call or in writing. If the response is not satisfactory, the Owner may request to meet with the full Management Committee where the suggestion/complaint will be heard and discussed to bring equity to the problem.

I. 8. SUNSHINE COURIER NEWSPAPER

- A. The newspaper will be written periodically, published on the community website (sjcornerstone.com), and delivered if requested. If you need a personal paper (black and white only) or email copy, please let the Management Committee secretary know.
- B. Want ads and for sale items may be published in the newspaper for Unit Owners or residents.

- C. Articles are to be written about condo residents, their activities and other informative and helpful information.
- D. Articles reflecting recent actions taken by the Management Committee as well as Financial Reports prepared periodically by the Committee Treasurer will be published and available on the community website, sjcornerstone.com.

I. 9. WATER USAGE

To be paid for with monies collected from monthly fees by the Management Committee.

I. 10. SOLICITING AND HANDBILLS

- A. Non-residents shall not solicit within Cornerstone complex nor distribute handbills or advertisements.
- B. Resident Unit Owners may put handbills in the cylinder under each mailbox.

I. 11. ESTATE SALES

Signs alluding to the sale of an estate, or a yard or garage sale involving an estate sales company where general media advertising such as radio, TV, newspaper, internet or anything similar are not allowed within the confines of Cornerstone community.

I.12. SALE OF CONDOMINIUMS

- A. In the process of selling a unit a realtor may hold an open house. The CC&Rs allows temporary signs for such an occasion. Three direction signs plus one at the entry on the unit will be allowed within the Cornerstone Community. Signs outside the entrances to Cornerstone on Temple Lane and Redwood Road are outside of the control of Cornerstone.
- B. A fee of \$300 will be paid to CCHOA in conjunction with the transfer of condominium ownership from one entity to another unless the acquiring entity is either a spouse, child, or grandchild of the conveying entity OR the conveying entity is a Trustee of the acquiring entity. The fee is due the day of the transaction if on the 1st day of the month or otherwise due on the 1st day of the following month. If not received by the CCHOA by 10:30 a.m. on the 15th day of the month due, there will be an additional \$25 late fee for that and each additional month it is delayed. The transfer fee is payable by either the previous or the new owner as determined by the parties at the time of the transaction.

I.13. FIREWORKS

Use of fireworks is forbidden on all Cornerstone roads, sidewalks and grounds.

Section II

CORNERSTONE COMMUNITY CENTER (CLUBHOUSE)

The Cornerstone Community Center, also called the Clubhouse, is available to, and limited to all Cornerstone Residents, including Unit Owners and their immediate renters or leases. Clubhouse reservations, fees and rules are specified below. The designated Clubhouse Chairman will determine if the requested activity is appropriate and falls within the parameters of these rules.

II. 1. RESERVATIONS/ RENTAL FEE

- A. The reservation fee is \$50.00, payable at the time a reservation is made. The fee will be made payable to Cornerstone HOA and delivered to the HOA Treasurer. A separate \$200.00 deposit check to cover cleaning, if not performed as specified by these rules or any damage to the clubhouse or grounds, must be given to the Clubhouse Chairman within 15 days of the event. If the Clubhouse Chairman determines that cleaning has been properly carried out and that there has been no damage the deposit check will be returned to the reserving party. If damage has occurred in excess of \$200.00 the reserving party will be charged for the cost of repairing the damage.
- B. The Management Treasurer will notify the Chairperson that the check has been received. Reservations for January through October may be cancelled with the Chairperson 48 hours prior to the scheduled activity with a full refund. If cancelled less than 48 hours, the refund will be forfeited. Cancellations for reservations for November and December must be made at least 60 days in prior to the reservation or the refund will be forfeited.
- C. The Clubhouse is not to be used for any commercial purpose.
- D. The electronic door code is strictly reserved for Unit Residents only and is not to be given to any non- resident (including those who may be related to the renter) whatsoever.

II. 2. RESTRICTIONS/RULES

- A. The South Jordan Fire Department regulations limit the total capacity for any activity to one hundred ten (110) persons within the Clubhouse.
- B. Meals are not to be prepared in the Clubhouse. Stoves may be used only for keeping food warm. Catered Meals may be used.
- C. Windows are to be kept closed.
- D. Excessive noise or sound equipment is not to be used inside or outside the Clubhouse. Smoking and alcoholic beverages are prohibited inside and outside the Clubhouse.
- E. Pets are strictly prohibited within the Community Center (Clubhouse) and should not be present for any Clubhouse activity.
- F. Owners are responsible for setting up and taking down tables and chairs. No furniture (couches, large chairs or tables) is to be removed from the main room. All tables, chairs, and furniture must be returned to its original position. To prevent damage, if couches or overstuffed chairs are moved they are to be lifted and not pushed or slidden across the carpet. Any damages of equipment will be back-charged to the renter.
- G. Tables and chairs are not to be taken out of the Clubhouse for private use.
- H. Unit owners using the adjacent park are required to clean everything left there. Children are not allowed to climb on the railings, rock wall, trees, flagpole, cable equipment, buildings, roofs or into window wells. Unit Owners will assume full responsibility and liability for all problems and damage caused by any of their guests. All unit owners and guests are required to abide by the posted Cornerstone Park Rules when using the Park.
- I. No Fireworks whatsoever are allowed on the Clubhouse grounds or within the Cornerstone Park. Fireworks are also forbidden on all Cornerstone roads, sidewalks and grounds.
- J. Do not make nail holes in the walls or use tape of any kind.

- K. All paper products such as plates, cups, napkins, plastic silverware, table coverings, etc. are to be provided by the reserving party. Cleaning products and garbage bags are available in the clubhouse closet.
- L. All garbage is to be disposed of as stated in Section III. Black garbage bags for use by Clubhouse users are in the clubhouse garbage closet. If the garbage closet is full, take garbage home with you, or dispose of it elsewhere. Garbage bags cannot be left outside the garbage closet or near the Clubhouse. Garbage cans should be cleaned.
- M. Red drink is NOT allowed in the clubhouse.
- N. A clean-up check list will be left on the kitchen counter. You will be required to perform the clean-up items shown on the check list. Please check the items and sign the document to verify that you have completed the proscribe clean-up. Leave the signed check list on the counter for the Maintenance Manager to review.
- O. Burning candles or open flame of any kind are strictly prohibited inside or within 25 feet of the Clubhouse.
- P. Children under age 18 must have adult supervision at all times. The basement area is not a play area.
- Q. Users of the clubhouse are required to sign a waiver stating that the HOA is not responsible in the event of an injury.

II. 3. USAGE

- A. Call the HOA secretary for the phone number of the Clubhouse Reservation Chairperson through whom to make a reservation and sign the reservation form.
- B. Rental of the Clubhouse is restricted to Cornerstone Residents, including unit owners and their renters and leases. The Clubhouse will not be rented to non-Cornerstone residents.
- C. The type of activity must be approved by the Clubhouse Chairman when the reservation is made.
- D. The Clubhouse may be used without charge for an activity by Unit Owners or Residents at any time it has not been duly rented by another resident and if the kitchen is not used. If the kitchen is used for any purpose or if food other than individually packaged snacks or plain water is served inside the Clubhouse the \$50 rental fee as specified in II.1 above will be charged and payable as specified. All clean up rules will apply. After being used, the Clubhouse will be inspected by the Maintenance Manager.
- E. THE UNIT OWNER OR RESIDENT MUST BE IN ATTENDANCE AT ALL TIMES TO OVERSEE ANY ACTIVITY THEY HAVE SCHEDULED.
- F. Wedding events such as weddings, wedding breakfasts, luncheons, dinners or open houses may be held when the Clubhouse is reserved as specified within these rules but only by residents.
- G. Reservations for Birthdays, Anniversary, Clubs (including book club), Meetings, DUP Meetings, and the like, may be made without fee provided the kitchen facilities are not used and provided no food other than individually packaged snacks or plain water is served within the Clubhouse. All other rules apply.

II. 4. CLEAN-UP

Clubhouse clean up-will be performed as designated per the Cornerstone Clubhouse Clean-Up Checklist and will be given to the Maintenance Manager and he/she will notify renter of any problems.

Signed _____ Date of Party _____

Cleaning deposit return _____ Date _____

or

Shred check instead of returning it _____ Date _____

Section III

GARBAGE COLLECTION

The "Garbage Closet" is located on the garage side of every Unit and for Clubhouse users at the north end of the Clubhouse. The garbage closet is to be used only for garbage.

III. GENERAL RULES

1. Garbage will be picked up once a week beginning at approximately 6 a.m. on the day designated.
2. If garbage is not put out, or picked up, the Unit owner or resident is responsible to dispose of his/her garbage.
3. Garbage is to be tied in large, strong plastic bags, not in small grocery plastic bags. Garbage bags that break open when lifted will not be picked up.
4. Garbage will not be picked up if it is too heavy to lift onto the truck; filled bags should not be over 20 pounds each.
5. Breakdown all cardboard boxes and tie them together or place them in a plastic bag. Bundle all newspapers so they may be easily picked up and won't blow away.
6. Garbage should not be put out by the side of your patio gate or garbage closet the evening prior to the next morning pick-up.
7. Dumpsters will be provided once a month for various items as needed. Furnishing a dumpster is an extra, good will service provided by the HOA and is not mandated by any rule or regulation. It may be cancelled by the Management Committee at any time. Dumpsters have been misused in the past by depositing unacceptable items. Please respect this service by being reasonable about what is put into the dumpster. Here are a few guidelines:
 - A. No hazardous or toxic materials may be deposited.
 - B. No car batteries, electronic items (e.g. computers, displays, printers, TVs), concrete, asphalt, paint, oil, or other like materials may be deposited.
 - C. All Boxes must be broken down before being deposited into the dumpster.
 - D. Large bulky items that take up unreasonable space may not be deposited into the dumpster. This includes items like shelving units, cabinets, appliances, building materials and other bulky items. If such items can be broken down and flattened they may be deposited.
 - E. Dumpsters are for resident use only. Other family members, neighbors or other nonresidents must not use the dumpsters.
 - F. Contractors hired to perform a service to an individual unit owner must dispose of their own trash by their own means. Rubbish created by an outside contracted service may not be deposited in the dumpster.
8. Unit owners are responsible for disposing of all garbage which is not acceptable per this section.

Section IV

PARKING AND TRAFFIC CONTROL

IV. General Rules

1. The speed limit in the Cornerstone Community is fifteen (15) miles per hour.
2. Owners, lessee and rental residents should notify their family members and other guests of the speed limit.
3. Vehicles in violation of any parking rules may be towed away without notice at the residents or visitor's expense.
4. Residents shall keep their cars in their own garage.
5. It is mandatory that all vehicles belonging to residents be parked in the garage or on the limited common parking area or parking pad.
6. Vehicles are not to be parked on the lawn.
7. Residents shall inform their guests, including overnight guests, to park in designated common parking areas nearest their Unit.
8. Winter considerations for snow removal:
 - a. Visitor parking and other common parking areas normally used in Spring, Summer, and Fall must be vacated when two or more inches of snow is expected.
 - b. All blacktopped areas except parking pads must be cleared of vehicles to allow snow removal and mounding throughout the complex.
 - c. It is the responsibility of each owner / resident to ensure roads, passageways and parking areas are vacant at the appropriate times during the winter months.
 - d. Review rule 3. above so that no unfortunate incidents occur.
9. Vehicles not in constant use or disabled should not be stored in any common parking area.
10. Parking is not permitted behind garages, by a mailbox, or by an overhead door. Limited stopping to load or unload is permissible, provided that such stopping does not obstruct the movement into or out of an adjacent resident's garage.
11. Campers, boats, snowmobiles, trailers or other RVs owned by residents may be parked in a common parking area for temporary loading and unloading. Residents shall store their RVs in their own designated RV parking spot or off the Cornerstone Complex property.
12. Motorcycles, mopeds, motorized bicycles or similar vehicles shall not be operated within the boundaries of Cornerstone unless properly licensed for street use and the operator is licensed to operate the same.
13. Commercial vehicles shall not be parked on the street overnight.
14. A mutual agreement should be reached between the two middle residents of a 4-plex before parking any vehicle in the limited common parking area between the two garages.
15. Residents should not park unsightly vehicles on common or limited common areas.
16. Vehicles parked in limited common areas belonging to others, without permission of the resident, will be subject to being towed away without notice at the owner's expense.
17. Guest RVs must be parked in locations where the street is wide enough to allow emergency vehicles to pass.
18. Working on cars in the street and/or behind the garage is prohibited. Any maintenance must be done in the garage. Do not dispose of any grease, or oil in any drain on the complex property. Commercial vehicle repair is not permitted.

Section V

GROUNDS, GARDENS AND YARD AREAS

V. General Rules

1. Grounds and yards shall be maintained under the direction of the Management Committee, assisted by the Grounds and Landscaping Committee. Trees and shrubs planted by the Grounds and Landscaping committee are maintained by them. Trees, shrubs, bushes and flowers may not be planted without approval of the HOA as of 2019.
 - A. To signify a desire and commitment to plant and maintain the HOA approved flower garden adjacent to their own condominium, the owner(s) should place a "replica" of a rabbit in the garden area to be maintained. The landscaping people recognize this as a symbol that they need not weed or cultivate the area. By placement of this ornament the owner agrees to defend, indemnify, and hold harmless the HOA for any and all claims, losses, suits, or other damages arising out of or related to this planting, maintenance, or work, including reasonable attorney's fees.
 - B. Upon transfer of condominium ownership, if the prior owner has used a rabbit "replica" to imply owner responsibility for associated landscaping then that responsibility is assumed by the new owner.
 - C. Care of garden areas previously claimed by an owner through the placement of a rabbit "replica" can be transferred back to HOA stewardship by written request after the owner restores the garden to contain only specified HOA approved plants.
2. Residents observing broken sprinkler heads, water running too much, water going into window wells, etc. will immediately notify a member of the Grounds and Landscaping Committee, or a member of the Management Committee.
3. Owners should keep a cover over their window wells with a slight slope away from the foundation of the building to prevent water from running into the window well. Failure to do so will make Unit Owner subject to fine.
4. Snow should be removed from patios to the Limited Common areas before snow is removed by the snow removal crew. Do not throw snow into the streets after they have been cleaned.
5. Due to our liability insurance, window wells must be covered with approved grating. Unit Owners are responsible for this.
6. If Common or Limited Common areas require attention, repair, or replacement call a member of the management committee or fill out a written Work Request and put it in the mail slot at the Clubhouse.
7. Management committee approval of proposed vinyl, replacement patio fences pursuant to CC&Rs, Article III, section 11 b is at least contingent upon it
 - A. being a solid fence,
 - B. having a single color tan hue and intensity in the spectrum inclusively between that of the vinyl fences installed between 2012 and 2015,
 - C. possessing a vertical slat pattern,
 - D. having a similar smooth finish as previous vinyl patio fences,
 - E. being of similar height and width to previous fences, and
 - F. having a gate of similar dimensions to the previous fences.
8. The personal use of and responsibility for the patio portion of each condominium (CC&Rs, Article III, section 11) includes all structures upon the patio.
9. Posted Cornerstone Park (a.k.a. "The Rock Garden") Rules:

WELCOME TO CORNERSTONE PARK

This park is primarily for use by residents of Cornerstone Condominiums. Non-residents may use the park as guests only. Guests will be considered Trespassers if they misuse the park, become a nuisance, or do not obey these rules.

NO TRESPASSING

1. This is a pedestrian park for walking and wheelchairs only. Skate Boards, Bicycles, Roller Skates, Scooters, other wheeled toys or any devices causing a safety hazard or distracting from the peace of our park are not allowed.
 2. Please keep dogs on a leash as required by South Jordan City. Dogs must be kept on the pedestrian path and away from plants to keep the plants healthy.
 3. Children 16 years old and younger are welcome when accompanied by a Cornerstone adult resident.
 4. Picnic Pads may be used by Cornerstone residents and families and their guests when accompanied by a Cornerstone adult resident. The pads are available on a first-come basis.
 5. When using the picnic pads or in other areas of the park, please remove all trash.
 6. The park is CLOSED to all non-residents at 9:00 pm from October 1 to March 31 and at 10:00 pm from April 1 to September 30.
10. Some Park Rules amplified:
- A. Motorized wheelchairs and medically prescribed orthopedic scooters are welcome but not other wheeled toys.
 - B. We love your dogs, but they must be kept away from all plants which may be injured by dog urine, digging, or other animal activity; droppings must also be picked up and removed from the park similar to other areas of the Cornerstone Complex.
 - C. Children must be monitored and not allowed to hang on trellises, plug water features with rocks, or irresponsibly engage in other potentially damaging, disfiguring, distracting, or unsafe activities; the responsible Cornerstone adult resident(s) will be liable for damages caused by their charges.
11. Note that the timer on water features in the Park may be activated by pressing the button on the pedestal near the walkway close to each feature. They will subsequently turn off automatically. Feel free to enjoy them.

Section VI

OVERFLOW (RV) PARKING LOT

PLEASE NOTE THAT CORNERSTONE CC&R'S (page 11 item h) STATES THAT - "NO RECREATIONAL VEHICLE (boats [watercraft], campers, trailers, motor homes, or similar items) SHALL BE PARKED ON ANY PORTION OF THE COMMON AREAS, OTHER THAN THE DESIGNATED OVERFLOW/RV PARKING AREA EXCEPT FOR TEMPORARY LOADING OR UNLOADING AND/OR PREPARATION."

VI. GENERAL INFORMATION RULES

1. Rules for the operation and use of the Overflow Parking lot are maintained by the Management Committee.
2. A three-member RV Parking Committee, selected from those using the RV parking lot, is appointed by the Management Committee.
3. Rules for the operation and use of the RV parking lot are maintained by the RV Parking Committee and approved by the Management Committee.
4. Requirements for eligibility to park in the Overflow Parking Lot are as follows:
 - A. Vehicle must be registered in the name of the Resident or Unit Owner.
 - B. RV Owner must fill out a Cornerstone Overflow Parking Permit.
 - C. Vehicle must be currently licensed and insured (as required by the State of Utah) and operational. Insurance and registration must be on file with the RV Lot Management Committee.
 - D. RV Owner must stay current on fees and abide by all Overflow Parking General Rules.
5. Each Vehicle owner will be responsible for damage and/or liability resulting from their negligence or from not following the rules while in the Overflow Parking area. The vehicle owner assumes full responsibility for their vehicle and holds harmless the Management Committee and the Cornerstone Homeowners' Association.
6. The Cornerstone Homeowners' Association is responsible for any damage caused by or associated with activities authorized by the Cornerstone Management Committee inside of the Overflow Parking Lot.
7. Parking or storage of non-authorized vehicles, equipment or other items is prohibited. Any storage of materials required by the Cornerstone Management Committee is to be coordinated through the Management Committee.
8. Residents desiring a parking slot will fill out an Overflow Parking Permit and submit it for approval to the RV Committee designee. New Residents are not guaranteed an Overflow Parking space. If no appropriate slots are available, their name can be placed on a waiting list.
9. If a present slot holder abandons their assigned parking slot, they may retain their right to the slot for no more than six months by continuing to pay their assessment. When the fee is not paid, the slot will be listed as vacant and legal action taken.

10. The Overflow Parking area is for storage only. No one is allowed to inhabit any vehicle overnight or on a daily basis.
11. Monthly Overflow Parking lot fees are \$20 payable to Cornerstone HOA and delivered to the HOA Treasurer at the time a reservation is made. Fees will be paid in advance on a monthly, quarterly or annual basis. A late fee of \$20 will be assessed after 15 days.
12. The Overflow lot shall be designed and managed to maximize the number of RV units that can be parked in the available area. The RV Committee shall assign the parking slots to match the type and size of RV to be parked in the lot.
13. Slot numbers 1 and 12 are designated for oversized RV's, greater than 28 ft in length. All other slots will be limited to a length of 28 ft or less.
14. The parking slots will be numbered and marked with a colored line. Care must be taken to avoid impairing this line marking. If the line is broken it should be replaced.
15. The RV must be parked as close as possible to the right boundary (when facing RV), to allow room for doors to be opened on opposite side of RV. Nothing should interfere with access into the neighboring RV. If necessary, a spotter (second person) must assist the driver to properly position the unit and avoid damage to other RVs.
16. The combination to the lot lock will be given to the active owner-user by the RV Committee. These gates must be locked when leaving the parking area for an extended time. The RV owner will not share the combination with persons who do not own a vehicle approved to be parked in the lot.
17. Each owner shall keep his assigned lot clean and uncluttered (weeds, debris, etc.). No storage of anything outside of the RV is allowed.
18. Electricity is available inside of the parking area. The electricity is only to be used for recharging batteries, refrigerator start-up, and small tools or a small air compressor to fill tires. No high wattage equipment should be used (such as air conditioners or electric heaters). The outlet cover must be closed when not in use. No RV owner shall keep their unit hooked up to electricity for more than 24 hours in preparation for use. No trickle chargers shall be hooked up full time.
19. Only one RV parking space shall be rented per unit by the resident (owner or renter). However, if available, a second space may be rented on a contingent basis subject to a request by another qualified unit resident for an RV parking space. In this case, the person with more than one parking space will be given two weeks to vacate the additional space.
20. Failure to comply with the CCR's, Bylaws and Rules and Regulations regarding the Overflow (RV) parking lot shall be cause for revocation of the privilege.

Section VII

Fines and Enforcement

Adopted by Management Committee by Resolution October 8, 2018

SCHEDULE OF FINES FOR VIOLATIONS OF
DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS
BYLAWS
RULES AN REGULATIONS

1. Fining for Violations. The Management Committee (“Committee”) may enforce the Declaration, Bylaws, and rules and regulations by assessing fines as follows:
 - A. Any violation of the Declaration, rules and regulations, and Bylaws shall be subject to a fine.
 - B. The following procedures will be followed prior to levying a fine:
 - i. All Owners will be given a written notice of a violation, which notice shall include the following:
 - (a) a description of the violation;
 - (b) a statement of the rule or provision of the Association’s governing documents that the lot Owner’s conduct violates,
 - (c) a statement that the Committee, in accordance with this resolution and Utah Code § 57-8-37, may assess fines against the Owner if a continuing violation is not cured or if the Owner commits similar violations within one year after the day on which the Committee gives the Owner written warning or assesses a fine against the Owner under Utah Code § 57-8-37 or this resolution; and
 - (d) if the violation is a continuing violation, states the time after the Committee gives notice during which the Owner must cure the violation without incurring a fine.
 - ii. All violations are considered non-continuing violations. If after receipt of the notice of violation an Owner commits another similar violation, no additional notice need be given prior to fining for the offense. Such fining may occur any time within one year after the initial offense.
 - iii. If a violation is not cured within 48 hours of receipt of the initial notice of violation, it becomes a continuing violation. As such, the Committee may assess a fine for the failure to cure the violation within 48 hours, plus a fine will be added every 10 days without further notice until the violation has been cured. In the event that the violation is of such a nature that a complete cure would take longer than 4 hours to complete (e.g. violation of architectural guidelines), Owners will be given 48 hours to provide proof that they have commenced a cure within the 48 hours. Any similar continuing violation committed within one year of the initial notice of violation shall be subject to a fine without further notice.

- C. Unless otherwise specified in the rules or Declaration the Association shall follow the following schedule of fines:

Fines for violations of posted 15 mph Speed Limit on community roads:

1st offence – Warning
Repeated offences
20 – 25 mph - \$25.00
26 – 30 mph - \$50.00
31 – 35 mph - \$100.00
Over 35 mph - \$250.00

Fines for violations of all other General Rules and Regulations

- i. \$50.00 for a first violation;
- ii. \$100.00 for a second similar violation or failure to cure the first violation within 10 days from the first fine;
- iii. \$200.00 for a third similar violation or failure to cure a continuing violation within 10 days from the second fine;
- iv. \$500.00 for a fourth similar violation or failure to cure a continuing violation within 10 days from the third or subsequent fines.

Fines for violations of Rental Restriction, CC&R Article III Par 17 a)

\$500.00 for each violation or failure to cure a continuing violation.

Enforcement remedies are cumulative; accordingly, the Committee reserves its right to pursue any enforcement action authorized by law or the Declaration at any time during the fining process. Fines for similar violations may not exceed \$500.00 per month.

- D. If a fine is levied, the offending Owner shall have the right to request an informal hearing with the Committee to protest or dispute the fine. A request for a hearing must be made in writing within 30 calendar days from the date notice of the fine is received. If a request for hearing is not received by the Committee, or their designated agent, within 30 calendar days from the date the notice of fine is received, the fine shall be deemed to be uncontested and the Owner forfeits their right to hearing. A request for hearing shall be delivered to the Association manager or a Committee member. The hearing shall be conducted in accordance with the procedures adopted by the Committee. An Owner may also contest the fine by initiating a civil action within 180 calendar days after the expiration of the 30-calendar day period.
- E. Pursuant to Utah Code Ann. § 57-8-37, fines shall be collected in the same manner as past due assessments. However, if the Owner timely requests an informal hearing as described above, no interest and late fees may accrue until after the Committee conducts the hearing and the Owner receives the final decision.

2. Informal Hearing Procedures. The following procedures shall govern an informal hearing of the Committee.

- A. To request a hearing, an Owner must submit a written request to the Committee within the timeframe identified above. The hearing shall, within reason, be conducted at the first Committee meeting after the receipt of the request. The Committee shall give notice of the date, time, and location of the hearing to the requesting Owner. Notice of the hearing shall be delivered to the requesting Owner and, if necessary, to the complaining Owner by electronic means, USPS first-class mail, postage prepaid, or by hand delivery. No other Owners or parties shall be entitled to notice of the hearing. If the hearing date is unacceptable to the requesting Owner, they may request one continuance of the hearing date. To request a continuance, the requesting Owner shall deliver a written request for continuance to the Association. The request must be received by the Association at least five calendar days prior to the original hearing date. The request must contain a valid cause for continuance. The Committee has sole authority to determine what constitutes valid cause. If the Committee continues the hearing, the continued hearing shall, within reason, take place at the second Committee meeting after the receipt of the original request for hearing. Failure by a requesting Owner to appear at a hearing or continued hearing shall result in a waiver of the requesting Owner's right to hearing and the enforcement action shall be deemed uncontested.

- B. The hearing shall be conducted by one to three Committee members. The requesting Owner shall be given 15 minutes to dispute the issue for which the hearing was requested. The requesting Owner may present documentation or witnesses to dispute the issue. The Committee may question the requesting Owner or witnesses during the hearing. If the request for hearing is based on the complaint of neighboring Owners, the Committee shall interview or review written statements from the neighboring Owners during the hearing. After hearing the requesting Owner's position and evidence, the Committee may either render its decision at the hearing or take the evidence and argument under advisement. If the Committee takes the evidence under advisement, they shall render a final decision by the next scheduled regular Committee meeting. Once a decision is rendered, the Committee shall give written notice of their decision to the requesting owner. All decisions are final, with the exception of a hearing to contest a fine, which may be appealed by filing a civil action within 180 calendar days of the final decision.

Cornerstone Condominiums
Homeowners Association
REPAIR AND REPLACEMENT RESPONSIBILITY

Homeowner's rule of thumb: - What you use, you repair and replace.

| | Responsibility | |
|--|----------------|-------|
| | CCHOA | Owner |
| Trees and Bushes (Unless planted by the owner)..... | X | |
| Roof shingles: repairs and replacement (unless damaged by owner) | X | |
| Window Rust | | X |
| Patio Light and Front Porch Light and bulb replacement | | X |
| Roof penetration(s) - nulls manufacturer's warranty | | X |
| Clean-out roof gutters..... | X | |
| Flood Light overheating, interior | | X |
| Yard care for large flower complex flower beds | X | |
| Patio Concrete, repairs and replacement | | X |
| Photo cells for exterior light fixture and bulbs | X | |
| Patio triple doors, garage door repair and replacement | | X |
| Unit building white plastic numbers | X | |
| Unit brass address numbers..... | X | |
| Security exterior light fixture and bulb | X | |
| Air conditioner, piping, disconnect, electrical repair and replacement | | X |
| Perimeter fencing..... | X | |
| Window wells: repair and replacement..... | X | |
| Ladder for window well, window grates, anchoring, painting..... | | X |
| Appliances interior | | X |
| Common areas | X | |
| Limited common areas (unless specified otherwise in CC&Rs) | X | |
| Carpet and Pad..... | | X |
| Concrete - sidewalks, front steps, curb and gutters | X | |
| Interior fixtures | | X |
| Doors: patio gate, overhead, garage door, front door & patio door | | X |
| Garage electrical door opener, concrete floor..... | | X |
| Plastering of foundation of units | X | |
| Common area: hose left on by homeowner, frozen valve | | X |
| Patio area: frozen valve..... | | X |
| Furnace, water heater, venting, electrical and gas repair and replacement..... | | X |
| Intercom and speakers' interior and exterior | | X |
| Fireplace: venting, electrical, cleaning, gas..... | | X |
| Switches, receptacles, fixtures, bulbs, interior and exterior repair and replacement | | X |
| RV fencing: by RV owners, clean-up, repair and replacement | | X |
| Receptacles front area and patio exterior | | X |
| Landscaping: general care of trees & shrubs (unless damaged by owner) | X | |
| Removal: trees, bushes, uprights, pines | X | |
| Sprinkler system (unless damaged by homeowner I other) | X | |
| Clubhouse: repairs and replacement (unless damaged by homeowner I other) | X | |

Cornerstone Condominiums
Homeowners Association
REPAIR AND REPLACEMENT RESPONSIBILITY (continued)

| | | |
|--|---|---|
| Patio gate lock: repairs and replacement | | X |
| Patio fence: Repairs, vinyl replacement, and/or painting | | X |
| Attic fan repairs/replacement..... | | X |
| Painting: overhead door casing, front porch casing, chase house | X | |
| Painting: white metal railing installed by owner | | X |
| Unit garden beds with replica rabbit showing owner maintenance | | X |
| Soil for unit garden beds with replica rabbit showing owner maintenance..... | | X |
| Screen for windows / storm doors patio doors repair and replacement | | X |
| Window locks, white railings, storm doors, security doors | | X |
| Door locks, door handles / knobs: repairs and replacement..... | | X |
| Sink backup: problem interior..... | | X |
| Sewer problem in main lines..... | X | |
| Smoke alarms & batteries: repairs and replacement | | X |
| Telephone, cable TV, and antenna: repairs and replacement..... | | X |
| Toilet floor gaskets & flushing mechanism, toilet shower / tub..... | | X |
| Interior walls: cracks, nails, etc | | X |
| Water leaks from pipes outside of patio..... | X | |
| Water leaks from pipes concealed in common walls | X | |
| Water damage caused by ground water or ground surface water..... | | X |
| Water faucets, mixing valve, pressure regulators, washers, disposal, etc. | | X |
| Washing machine and dryer venting, gas-line | | X |
| Windows: interior/exterior faulty, seal breaks, cracks, etc. | | X |
| House gutters, downspouts (unless damaged by Owner / others) | X | |
| Jacuzzi tub and motor: repairs and replacement and/or other water damage | | X |
| Gas lines: exterior patio, interior for fireplace / dryer / stove | | X |
| Mailbox plastic tubing underneath | | X |
| Burst pipes: patio and inside unit | | X |
| Unit insurance for contents inside | | X |
| Water (flood), earthquake insurance..... | | X |
| Insurance: common areas, all building, Clubhouse (unless damaged by homeowner / other) | X | |
| Utilities, cleaning, repairs of Clubhouse..... | X | |
| Garbage Closet: repair and replacement..... | | X |
| Heat tape in roof gutter and downspouts: repairs, replacement or damages..... | | X |
| Any changes in Common / Limited Common Areas by homeowner | | X |
| Installation of any items by Homeowner in (any type Common Area (damages / injury) | | X |