

CORMONT RESIDENTIAL CONDOMINIUMS

Rules & Regulations

February 26, 2025

PREAMBLE

These rules and regulations (“Rules”) have been adopted by the Declarant or the Board of Directors of the Cormont Residential Association Inc., a Utah non-profit corporation (the “Association”), as contemplated and in accordance with the Declaration of Covenants, Conditions, Restrictions, and Easements for Cormont Residential Condominiums, recorded in the official land records of the Wasatch County Recorder, State of Utah, as the same may be amended from time-to-time (the “Declaration”), the Bylaws of the Association (attached to the Declaration as an exhibit), as the same may be amended from time-to-time (the “Bylaws”), and the Utah Condominium Ownership Act, UTAH CODE ANN. § 57-8-101, *et seq.*, as the same may be amended from time-to-time (the “Act”). These Rules are part of the overall Project Documents and may be amended, modified, updated, replaced, and applied from time-to-time in accordance with the terms and conditions of the Declaration, the Bylaws, and the Act. To the maximum extent permitted under the Act, these Rules may be amended, modified, updated, and/or replaced exclusively by the Declarant (during the Declarant’s Period of Control) without the requirement of a vote of the Association or the Owners. These Rules are intended to be part of the overall governance of the Residential Units, the Common Areas and Facilities (including, the Limited Common Areas and Facilities), and the Improvements located on, specific to, and comprising the Residential Project and are intended to supplement the respective duties and obligations of the Owners, Occupants, Permittees, and any other Persons having any rights, title, or interests in the Residential Project as further provided in the Declaration, the Bylaws, and the Act.

All Owners, Occupants, Permittees, and Persons owning, using, leasing, or occupying the Residential Units, the Common Areas and Facilities (including, the Limited Common Areas and Facilities), and/or the Improvements or having any rights, title, or interests in the Residential Project are bound by these Rules and by all standards of reasonable conduct whether covered by these Rules or not. Declarant (during the Declarant’s Period of Control) and the Association have the full authority and responsibility of administering and enforcing these Rules. Capitalized terms used in these Rules have the same meanings given to them in the Declaration, except as expressly otherwise provided in these Rules. If inconsistent with these Rules, the Declaration and the Bylaws shall prevail, in that order. For clarification, the Residential Project does not include any portions of the Commercial Project or the Parking Project or portions of the Land applicable to the Commercial Project or the Parking Project and, therefore, these Rules do not apply to the Commercial Project or the Parking Project.

In the course of administering or enforcing these Rules, nothing herein shall be construed as in any way limiting the Declarant or the Board of Director’s of the Association discretion, rights, and/or duties under the Declaration, the Bylaws, the Act, or any applicable laws within the State of Utah.

RULES AND REGULATIONS

1) Drapes and Window Coverings. Draperies, shades, and any other interior window coverings installed in a Residential Unit should present a uniform and consistent appearance with the other Residential Units, as determined by the Declarant (during the Declarant’s Period of Control) or the Board of Directors of the Association, in their sole, absolute, and unfettered discretion, from the outside of the Residential Units.

2) Signage. Except as otherwise provided in the Declaration or otherwise permitted

under the Act, no signs advertising Residential Units as being “for sale”, “for rent”, or otherwise available for purchase, rent, or use shall be displayed on or within the Residential Project, without the prior written consent of the Declarant (during the Declarant’s Period of Control) or the Board of Directors of the Association, which consent may be withheld or conditioned on purely aesthetic grounds within their sole, absolute, and unfettered discretion.

3) Clothing. No items or articles of clothing (or the like), outdoor clothes lines, or other clothes drying/hanging facilities shall be hung, utilized, or shaken from any doors, windows, decks, balconies, porches, or patios or placed upon the outside windowsills of any Residential Units and any Limited Common Areas and Facilities within the Residential Project, without the prior written consent of the Declarant (during the Declarant’s Period of Control) or the Board of Directors of the Association, which consent may be withheld or conditioned on purely aesthetic grounds within their sole, absolute, and unfettered discretion.

4) Bicycles and Equipment; Storage Unit. No bicycles, skis, exercise equipment, golf clubs and equipment, toys, recreational equipment, or other personal items or articles shall be allowed to stand in or on any decks, balconies, porches, or patios (including, any Limited Common Areas and Facilities within the Residential Project) or on any of the Common Areas and Facilities within the Residential Project, except in specific areas designated by the Declarant (during the Declarant’s Period of Control) or the Board of Directors of the Association. As set forth further in the Declaration, each Residential Unit has been assigned a storage room for the exclusive use of the Residential Unit for the purpose of storing bicycles, skis, equipment, toys, recreational equipment, and/or other personal items. It is the Owners responsibility to see that the storage room and all other Limited Common Areas and Facilities appurtenant to a respective Residential Unit are kept in a neat and sanitary condition by the respective Owners at all times.

5) Hot Tub and Furniture. To the extent a Residential Unit is initially designed for, constructed with, and permitted to have a hot tub and certain patio furniture located on a specific portion of the deck, balcony, porch, and/or patio (i.e., the Limited Common Areas and Facilities) appurtenant to such Residential Unit, all Owners, Occupants, Permittees, and Persons owning, using, leasing, or occupying the Residential Units shall be required to keep and operate such hot tub and patio furniture in a neat and sanitary condition. No additional hot tubs, spas, saunas, patio furniture, or the like shall be permitted on the deck, balcony, porch, and/or patio appurtenant to such Residential Unit, without the prior written consent of the Declarant (during the Declarant’s Period of Control) or the Board of Directors of the Association, which consent may be withheld or conditioned on purely aesthetic grounds within their sole, absolute, and unfettered discretion.

6) Decks, Balconies, and Patios; Snow Removal. Loud or unusual noise, music, or other inappropriate activities are prohibited on the decks, balconies, porches, and/or patios (including, any Limited Common Areas and Facilities) within the Residential Project. Snow may not be thrown or shoveled from the decks, balconies, porches, and/or patios (including, any Limited Common Areas and Facilities) within the Residential Project in any manner by any Owners, Occupants, and/or Permittees that would harm or adversely impact any neighboring Residential Units, Buildings, or other portions of the Cormont Project or that is unlawful, unsafe, or would cause harm or damage to others.

7) Noises and Disturbances. In addition to those restrictions, requirements, and standards set forth in the Declaration, no Owner shall make or permit any noise or conduct any

actions that will disturb or annoy the Owners, Occupants, or Permittees of any other Residential Unit within the Residential Project or the Cormont Project or do or permit anything to be done which will interfere with the rights, comfort, or convenience of other Owners, Occupants, and/or Permittees within the Residential Project. In addition, no Owner, Occupant, or Permittee may play upon or suffer to be played upon any musical instrument or operate or suffer to be operated a stereo system or music player, computer, television, radio, or electronic device in the Residential Units or any part of the Residential Project (including, the Limited Common Areas and Facilities) in a manner which causes a material disturbance or annoys other Owners, Occupants, or Permittees.

8) Nuisances. In addition to Section 4.2 of the Declaration and any other applicable provisions of the Declaration, no part of the Residential Project may be used or occupied by any Owners or their respective Occupants or Permittees for any use or activities that are or may become unsafe or hazardous to any person or property within the Residential Project or the Cormont Project, including, the unlawful or hazardous storage or use of any flammable, combustible, or explosive fluids, materials, chemicals, or substances within a Residential Unit or any Limited Common Areas and Facilities appurtenant to a Residential Unit.

9) Access to Residential Unit. The authorized agents of the Declarant (during the Declarant's Period of Control, including, for example, the Manager) and the Association, including, each of their agents, employees, contractors, subcontractors, workers, and other authorized personnel (including, the Manager) may enter any Residential Unit at any reasonable hour of the day for any purposes permitted under the terms of the Declaration, the Bylaws, the Project Documents, the Act, or as otherwise permitted by law. Except in case of an emergency or as otherwise described in the Declaration, entry by Declarant and/or the Association and its authorized parties will be made by pre-arrangement with the Owner.

10) Directional Signs. Any and all wayfaring, traffic, or directional signage within the Residential Project regulating the pedestrian and/or vehicle traffic (as applicable) shall be strictly observed by the Owners, Occupants, and/or Permittees of any Residential Unit within the Residential Project.

11) Restrictions on Common Areas and Facilities. The riding of skateboards, skate shoes, scooters, or rollerblades is prohibited within the Common Areas and Facilities.

12) Damage to Common Areas and Facilities. Any damage or disturbance to the Common Areas and Facilities (including, the Limited Common Areas and Facilities) within the Residential Project caused by the action or inaction, willful misconduct, omission, or negligent act or acts of any Owners, Occupants, and/or Permittees of a particular Residential Unit shall be repaired, restored, and/or replaced at the cost and expense of the responsible Owners, Occupants, and/or Permittees.