

Sun Peak Master HOA Rules and Regulations

Amended November 2024

TABLE OF CONTENTS

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| TABLE OF CONTENTS | 1 |
| INTRODUCTION | 2 |
| RESTRICTIONS ON ALL PROPERTY | 3 |
| GOVERNING REGULATIONS | 3 |
| LIMITATIONS ON BUSINESS OR COMMERCIAL USES | 3 |
| RESTRICTIONS ON SIGNS..... | 3 |
| FOR SALE SIGNS..... | 3 |
| POLITICAL SIGNS..... | 4 |
| COMPLETION REQUIRED BEFORE OCCUPANCY..... | 4 |
| ANIMALS | 4 |
| NO OIL OR L.P. GAS TANKS | 4 |
| NO NOXIOUS OR OFFENSIVE ACTIVITY | 4 |
| NO HAZARDOUS ACTIVITY | 4 |
| NO UNSIGHTLINESS..... | 5 |
| PARKING RULES..... | 5 |
| VEHICLES RESTRICTED TO ROADWAYS..... | 5 |
| GARBAGE AND REFUSE STORAGE AND DISPOSAL..... | 5 |
| NO ANNOYING LIGHTS..... | 6 |
| NO ANNOYING SOUNDS | 6 |
| DRAINAGE | 6 |
| FENCING..... | 6 |
| SINGLE FAMILY USE | 7 |
| DRONES..... | 7 |
| FIREWORKS AND SKY LANTERNS..... | 7 |
| CLUBHOUSE USE | 7 |
| POOL USE AND RULES..... | 9 |
| TENNIS COURTS USE AND RULES..... | 9 |
| ANNUAL ASSESSMENT | 10 |
| NO OFFSETS | 10 |
| CERTIFICATE OF PAYMENT | 10 |
| TERMINATION OF DELINQUENT OWNER’S RIGHTS..... | 11 |
| REQUIRING TENANT TO PAY RENT TO ASSOCIATION | 11 |
| CONSTRUCTION | 12 |
| EXHIBIT A | 13 |
| SCHEDULE OF FINES..... | 13 |

INTRODUCTION

The Sun Peak Master Association ("Association") is comprised of 374 members who are Owners of Lots or Condominium Units. It is the intent of the Association for Sun Peak to be a diverse community with a variety of housing options with a consistency in design, quality construction and general appearance. These Rules and Regulations restate and clarify pertinent provisions of the Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Sun Peak Association ("Declaration") and Utah Law, as well as promote the consistent practice of the Association in interpreting the Declaration. These Rules and Regulations are meant to supplement the Declaration and to the extent that any of the Rules and Regulations conflict with the provisions of the Declaration the provisions of the Declaration shall control.

These Rules and Regulations are intended to govern Owners, occupants, invitees, contractors and other persons present in the Sun Peak Community. With respect to compliance with these Rules and Regulations, an Owner shall be held responsible for the actions of their occupants, invitees, contractors and other persons for whom they are responsible for.

The Association may waive any one or more of these Rules and Regulations for the benefit of one or more Owners, but no such waiver by the Association shall be construed as a waiver of any other Rule or Regulation in favor of such Owners nor prevent the Association from thereafter enforcing any of these Rules or Regulations against the Owners and Occupants. The Association, through its Board, reserves the right to adopt such other rules and regulations as may from time to time be necessary or desirable for the safety and security and care and cleanliness of the Community, the preservation of good order therein, or for the governance thereof by the Association. Wherever in these Rules and Regulations reference is made to the Association, such reference shall include the Association Property Manager, if applicable, when acting on behalf of the Association and within the scope of its duties.

Restrictions on All Property

The following Restrictions apply to all Property within the Sun Peak Community:

Governing Regulations

The lawfully enacted regulations of Summit County, Snyderville Basin Sewer Improvement District, Park City Fire Service District, and any building, fire and health codes are in full force and effect in the Sun Peak Community, and no Neighborhood Parcel may be occupied, developed, or improved in a manner that is in violation of any such statute, law, or ordinance. If the Declaration or these Rules and Regulations are more stringent than applicable statute, law or ordinance, it is the intent that the provisions of the Declaration and these Rules and Regulations control. This Declaration or the Rules and Regulations shall not authorize any uses, improvements or activities that are prohibited by any local, state, or federal law or regulation.

Limitations on Business or Commercial Uses

No portion of the Sun Peak Community may be used for any commercial business use, except for those Neighborhood Parcels on which such uses are specifically permitted, provided however that nothing in this provision is intended to prevent the use by any Owner of their dwelling for a home occupation as permitted by County ordinance which is consistent with the residential character of the neighborhood and is not a nuisance, hazardous or offensive use. No home occupation will be permitted, however, which requires or encourages the Owner's clients, customers, patients or other to come to the Lot or Condominium Unit to conduct business, or which regularly requires any employees at the Lot or Condominium Unit outside of the Owner's immediate family or household.

Restrictions on Signs

Except as specifically provided, no signs will be permitted on any Neighborhood Parcel, except for traffic control signs for Roadways or Trails placed by the County or Association. If permitted, no signs shall contain profanity, vulgarity or be offensive to the community. The Board shall have the right to determine if a sign contains profanity, vulgarity or is offensive to the community. All signs must be approved by the Design Review Committee. With the following exceptions:

For Sale Signs.

With each Neighborhood Parcel, signs indicating that a Lot or Condominium Unit is for sale may be used for up to six (6) months, provided that no such sign may exceed three (3') square feet. Such signs shall be removed as soon as the Lots or Condominium Units within that Neighborhood Parcel have been sold.

Political Signs

One political sign may be displayed during the period forty-five (45) days before and three (3) days after the date of the election to which the signs relate. The political sign shall not exceed three (3) square feet in size. "Political sign" means any sign or document that advocates: (i) the election or defeat of a candidate for public office; or (ii) the approval or defeat of a ballot proposition.

Completion Required Before Occupancy

No Dwelling Unit may be occupied prior to its completion and the issuance of a certificate of occupancy by the County.

Animals

Only ordinary domesticated household pets may be kept on any Lot or in any Condominium Unit.

No Oil or L.P. Gas Tanks

The primary heat sources for all Improvements shall be solar, natural gas delivered by pipeline or electric heat. Except for temporary periods during construction of the Dwelling not to exceed twelve (12) months unless approved by the Board, no heating oil, propane, butane or other bulk fuel storage tank may be installed on the Property.

No Noxious or Offensive Activity

No noxious or offensive activity shall be carried out on any Lot, including the creation of loud or offensive noises or odors that detract from the reasonable enjoyment of nearby Lots. The Board shall have the right to determine if any activity including any noise, odor, interference constitutes a noxious or offensive activity.

No Hazardous Activity

No activity may be conducted on any Lot or Condominium Unit that is or would be considered by a reasonable person to be dangerous or hazardous, or which would cause the cancellation of conventional property casualty insurance. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms or fireworks, and setting open fires other than contained barbecues. No bulk fuel such as gasoline, diesel or propane will be stored on the Property for any purpose. The use of pesticides will be in strict compliance with applicable regulations, and no Owner will apply any pesticide or herbicide to any Open Space, except under the

SUNPEAK MASTER HOA RULES AND REGULATIONS

direction and authorization of the Association. No Neighborhood Parcel, Lot or Condominium Unit will be occupied, used, or developed in a manner that is in violation of applicable federal, state, or local environmental laws or regulations.

No Unsightliness

No unsightliness is permitted on any Lot or Condominium Unit. This shall include, without limitations, the open storage of any building materials (except during the construction of any Improvements); open storage or parking of farm or construction equipment, inoperable motor vehicles, boats, campers' trailers, trucks larger than pick-up trucks on or adjacent to a Lot (except during periods of actual loading and unloading pursuant to rules established by the Board); accumulations of lawn or tree clippings or trimmings; accumulations of construction debris or waste; household refuse or garbage except as stored in tight containers in an enclosure such as a garage; lawn or garden furniture except during the season of use; and the storage or accumulation of any other material, vehicle or equipment on the Lot in a manner that is visible from the Public View. No storage containers may be kept on any lot without the approval of the Association and if approved no longer than forty-eight (48) hours.

Parking Rules

Vehicles should be parked in garages to maintain an orderly neighborhood. Campers, boats, ATV's, snowmobiles, or trailers may not be stored on any Lot except for loading and unloading purpose only, and for no more than 48 hours. No ATV's, snowmobiles shall be operated or parked or stored on any Lot except while loading the equipment for lawful transport on public streets. Motorcycles will not be operated on any Lot except for ingress and egress by duly licensed, "street legal" vehicles. No motor vehicle which is inoperable, immobile, unlicensed, or expired shall be stored on any lot.

Vehicles Restricted to Roadways

No motor vehicle will be operated in the Sun Peak Community except on roadways and driveways. No snowmobiles or unregistered motorcycles will be operated on the Property except while loading the equipment for lawful transport on public streets. The operation of any vehicle on any Open Space within the Property is strictly prohibited, except for maintenance work being conducted under the supervision and authority of the Association.

Garbage and Refuse Storage and Disposal

No rubbish or debris of any kind, which may be deemed unsightly or offensive from a public or private view may be placed or permitted to accumulate on any Lot or anywhere within the Sun Peak Community. No rubbish, trash, garbage, refuse, tree limbs, grass clippings, hedge trimmings, unused construction, or other waste

SUNPEAK MASTER HOA RULES AND REGULATIONS

material ("Trash") shall be kept or permitted on any Lot except in sanitary containers. At all times refuse, garbage and trash must be kept in covered, sanitary containers designed for such purpose and located within permitted enclosed areas including garages or areas screened from public or private view. Trash containers may be exposed to public or private view only when set out after 5:00 PM on the day before the scheduled day of collection. All trash containers shall be removed after pick-up on the day of collection. No odors shall be permitted to arise from trash containers so as to render any portion of a Lot unsanitary, offensive or a nuisance to any persons.

No Annoying Lights

Except for street lighting maintained by Governmental Authorities, all outdoor lighting shall be subject to approval of the Design Review Committee, and no outdoor lighting shall be permitted except for lighting that is designed to aim downward and limit the field of light to the confines of the Lot on which it is installed. Flood lighting of private tennis courts or sports courts is expressly prohibited. Exterior landscape and seasonal lighting must be off by 11:00 pm. Security lighting must aim downward and limit the field of light to the confines of the lot on which it is installed and can only light up the main entryway of a residence. Security lighting may not shine into another lots home. Seasonal winter holiday lighting shall be limited November 20 to March 30. Other holiday lighting shall be limited to the month of the holiday event and shall not be on for more than 30 days. All holiday lighting must be turned off daily by 11:00 pm. All exterior lighting fixtures shall be Dark Sky compliant. The Board shall have the right to determine if any light is an annoyance and should be changed.

No Annoying Sounds

No speakers, or other noise making devices may be used or maintained on any Lot which creates noise that might reasonably be expected to be unreasonably or annoyingly loud from adjoining Lots, except for security or fire alarms. Use common sense and courtesy in regard to voice levels, unnecessary noises and boisterous conduct that may disturb other Owners or occupants. Outdoor entertainment systems, landscape, water features, wind chimes or other sound emitting devices must not create noise that is unreasonably or annoyingly loud from adjoining lots. All noise disruptions shall be turned off by 10:00 pm daily. The Board shall have the right to determine if any noise is a disruption or annoyance and should be terminated.

Drainage

An Owner shall not alter the natural drainage pattern of their Lot, except in accordance with any grading, water diversion or fill plans approved by the Design Review Committee and the County.

Fencing

Fencing shall be permitted only for decorative or screening purposes in conformance with the Architectural

SUNPEAK MASTER HOA RULES AND REGULATIONS

Design Guidelines.

Duty to Maintain

It is the obligation of the Owner of each Lot or Condominium Unit to maintain the Lot or Condominium Unit and the Improvements to the Lot or Condominium Unit including Landscaping in a good state of repair and in an attractive, safe, sanitary and marketable condition.

Single Family Use

Dwellings are to be used as single-family residences. Under no circumstances shall any Dwelling, or any portion of a Dwelling, be rented or leased on a nightly or short-term basis (i.e., for a period of less than thirty (30) consecutive calendar days). Any set of circumstances that gives rise to the rental or lease of a Dwelling for less than thirty (30) consecutive calendar days (including, but not limited to, a series of subleases involving a single long-term tenant) and/or the rental or lease of a Dwelling for use as something other than a single family residential Dwelling, shall be prohibited; provided, however, that exceptions shall be permitted if a bona fide lease has been executed for a Dwelling for a period of thirty (30) or more consecutive calendar days which is terminated prematurely due to circumstances not known or existing at the time the lease was entered into. The prohibitions contained in this section shall be subject to any applicable exemptions as set forth in the Act if any exemptions are applicable. Notwithstanding any provision herein to the contrary, the rental and lease prohibitions contained in this section do not supersede or replace the existing rental and lease prohibitions for Willow Draw Plats A-F and the Condominium Units in the Cove at Sun Peak.

Drones

The use of drones for commercial purposes is prohibited unless prior approval is granted by the Association. The use of any drone on or over Association Property or Open Space is prohibited unless prior approval is granted by the Association. The use of drones is prohibited if such use infringes on the privacy of other individuals or creates a nuisance. The responsible Owner and drone user shall be liable for any damage to person or property arising out of the permitted use of a drone and shall indemnify and hold harmless the Association its respective officers, directors, members for all claims, loss, cost, liability, damages, expenses, and the like (including without limitation, reasonable attorney's and para-professional fees and costs through all appeals) any of them may suffer or incur relating to any such use.

Fireworks and Sky Lanterns

The discharge of fireworks is prohibited. The use of Sky Lanterns is also prohibited.

Clubhouse Use

Use of the Clubhouse shall be subject to the following:

- The use of the clubhouse may be revoked for illegal use.
- Only residents in good standing – i.e., those whose annual assessment has been paid in full, rental fees and deposit has been paid in full; and whose previous clubhouse rentals have not violated rental agreement guidelines - may rent the clubhouse.
- Only adults 21 years of age or older may rent the clubhouse.

SUNPEAK MASTER HOA RULES AND REGULATIONS

- Clubhouse rental is limited to one household per property. If property Owners have signed a “Release of Amenities Privileges” releasing their amenity privileges to their tenants, residents may rent the clubhouse only..
- Individuals must be residents in the SunPeak community to qualify as applicant.
- Applicants may only rent the clubhouse for events at which they agree to serve as hosts. As hosts, applicants agree to always be onsite during rental, including any period of decorating and/or cleanup.
- Applicants agree to accept responsibility for the actions of all guests during the hours of use.
- The renter has exclusive use of the upper level and deck (including the grill) of the clubhouse. When the swimming pool is in operation, other Sun Peak residents will be allowed to use the pool and the bathroom facilities downstairs during the rental. Rental of the clubhouse does not include use of the pool, or pool deck.
- Management reserves the right to refuse to cause a reservation change at any time. The facilities may not be used for money-making purposes.
- Damages will be deducted from the security deposit to repair or replace damaged property. If the deposit is insufficient to cover damages and/or cleaning costs, the Owner will be billed directly.
- Use of the clubhouse does not constitute endorsement by the HOA.
- Reservations will be made on a first come first serve basis (up to three times per year for the same resident and then as available) with a written application at least two weeks prior to the rental, accompanied by the rental fees and security deposit.
- The clubhouse will be cleared of all clutter, trash, and debris. All counters will be wiped clean, dirty dishes loaded into the dishwasher, and the dishwasher started. Furniture will be replaced to its original location. Trash will be deposited in the outdoor trash can enclosure. These cleaning requirements will be completed before departing the premises the evening of the rental or before 8 a.m. the following morning.
- Decorations must not permanently damage the building in any way. All decorations must be removed prior to departing the premises when the function is over. Confetti is not allowed. Nothing shall be taped, nailed, or affixed to the walls.
- Smoking is prohibited in the clubhouse.
- The maximum occupancy of the Clubhouse is 99 people inside. The applicant will ensure that no more than 99 people are inside during the rental function.
- The renter understands and agrees that guest vehicle parking will be limited to the available area. Proper guest vehicle parking is the responsibility of renter.
- Gatherings where alcohol is present require a reservation regardless of size. Alcoholic beverages may not be sold. The renter is responsible for reviewing and understanding state and County Alcoholic Beverage Control laws and ordinances that may apply to use of alcohol at this function.
- Alcoholic beverages will not be permitted outside the clubhouse and fenced-in area.
- Pets will not be permitted in the clubhouse
- The renter agrees to hold the Sun Peak Master Homeowners Association, its Board, officers and property

SUNPEAK MASTER HOA RULES AND REGULATIONS

manager harmless from all any and all injuries, liability and damages that may be sustained by renter or any of renter's guest(s), including the payment of any attorney's fees reasonably incurred in defending any action brought by renter or a guest.

SUNPEAK MASTER HOA RULES AND REGULATIONS

- It is hereby agreed by each of the parties hereto that in the event any litigation should arise between these parties regarding any term, condition, or covenant herein contained, or the performance thereof, that the unsuccessful litigant shall pay all attorney's fees reasonably incurred by the successful litigant.
- The clubhouse may be used for reserved events between 8AM and 10PM. The premises shall be cleaned, vacated, and secured no later than 12 midnight on Friday and Saturday nights and 11 p.m. Sunday through Thursday night. The renter must check all doors and windows to make sure they are all secured.
- Renters who violate the above stated rules or are found to have misused the facility in any way may forfeit their rental privileges in the future.
- Use of the clubhouse does not constitute endorsement by the HOA.
- Reservations will be made on a first come first serve basis (up to three times per year for the same resident and then as available) with a written application at least two weeks prior to the rental, accompanied by the rental fees and security deposit.

Pool Use and Rules

Use of the Pool shall be subject to the following:

- Users must complete and sign Assumption of Risk form: <https://www.sunpeak.org/about/activity-release-form/>
- There will be NO Lifeguard on Duty at any time. Swim at your own risk always.
- Use of the pool and pool deck is for Sun Peak residents only. Sun Peak residents are permitted to bring up to six (6) guests to the pool. If residents wish to bring more than six (6) guests they must apply with the manager for the additional use and pay the appropriate fees. See the pool use application at sunpeak.org.
- All children under the age of 14 using the pool must be under the direct supervision of an adult (18 years or older).
- Enter through the pool gate only. Pool gates must always remain locked. Do not prop the gate open or leave it ajar.
- No pool toys permitted in the pool. Children may have swim aids such as floaties, kick board, noodles, and life vests.
- Homeowners are required to clean up after themselves, bring their own swimwear including children's swim diapers, protective wear, and disinfectant.
- NO BALLOONS, OR WATER BALLOONS.
- NO PETS are permitted in the pool or deck area.
- NO FOOD is permitted in the pool or on the pool deck.
- NO PARTIES or gatherings are to be held at the pool or deck area.
- LIABILITY WAIVERS are required to use the facilities. Liability waivers are available at Sunpeak.org.
- MEMBERS must be current on dues/assessments to use the facilities.
- By using the Recreation Facilities, the user assumes all risks.

SUNPEAK MASTER HOA RULES AND REGULATIONS

- Evacuate the pool during weather events such as lightning, high winds, rain. Emergency evacuation of the pool area are through the three (3) gates located at the North and South end of the pools, and at the main entry gate adjacent to the mens bathroom.
- In case of an emergency, call 911.
- Enter through the pool gate only. Pool gates must always remain locked. Do not prop the gate open or leave it ajar.
- NO DIVING and NO RUNNING is permitted in the pool or on the pool deck areas.
- NO FOOD, NO GLASS is permitted in the pool or on the pool deck. The BBQ area is the designated area for food and drinks,
- The BBQ area is to be shared amongst all users and cannot be reserved for private functions.
- LIABILITY WAIVERS are required to use the facilities. Liability waivers are available at Sunpeak.org.
- Pool rules may be changed without prior notice.
- Hours of Operation: 8:00 am to 8:30 pm, gates are open from 8:00 am to 8:00 pm. NO USE is permitted after 8:30 pm, the Sheriff should be contacted if use is continued after 8:30 pm.
- Sun Peak pool deck area pergolas are for use on a first come first serve basis. If other Sun Peak residents are waiting to utilize a pergola area please limit your time to two (2) hours.
- The use of the pool may be revoked for illegal use.
- Pool Reservations for parties does not restrict other Sun Peak residents from use. Maximum number of people permitted in a pool party is 25 people, including the hosting homeowner and their household members. Fees apply.
- Management reserves the right to refuse to cause a reservation change at any time. The facilities may not be used for money-making purposes.
- Damages are the responsibility of the user and will be billed to the homeowner allowing the use of the facilities.
- Use of the clubhouse and pool does not constitute endorsement by the HOA.
- Reservations will be made on a first come first serve basis (up to three times per year for the same resident and then as available) with a written application at least two weeks prior to the rental, accompanied by the rental fees and security deposit.
- Report all issues to the association manager at sunpeakpc@gmail.com or 435-655-8365.
- Womens and Mens Bathrooms and Showers are located on the main floor of the clubhouse. Womens bathroom stairs are on the north end of the clubhouse, Mens bathroom stairs are located on the south end of the clubhouse.
- Children should be supervised at all times, including when in the bathrooms.
- In case of water emergencies such as Vomit, Faeces, Blood please evacuate the pool immediately, notify all users of the incident. And report to the association manager at sunpeakpc@gmail.com 435-655-8365.
- Pool Chemical and Equipment Maintenance Contractor is Tanner Duncan 801-473-5719 crystalcleanandclearllc@gmail.com. Tanner inspects and opens the pool daily at 8:00 am. Summit County reviews chemical checks to confirm the pool is meeting health code requirements.

Tennis Courts Use and Rules

Use of the Tennis Courts shall be limited as follows:

- NO Pets are permitted on the Tennis Courts or in the fenced area.
- NO Skateboarding, rollerblading, soccer balls or bicycles are permitted on the Tennis Courts or in the fenced area.
- Only Tennis and PickleBall are permitted to be played on the tennis court.
- NO Smoking on the Tennis Court.
- Courts reservations are on a first come first serve use only. Reservations are made on the HOA website.
- One Court reservation, per lot, per day only.
- Can reserve up to one (1) day in advance only.
- Each lot is limited to no more than two (2) hours of reserve court time per day.
- Courts are open seasonally based on weather from 7:00 am to 9:00 pm daily.
- Sun Peak Residents must be present to play/use courts. No more than three (3) guests permitted.
- The Pool, Tennis Court and Clubhouse rules may be changed without prior notice.

Annual Assessment

The Assessments shall be due on January 31 annually, and will be late as of February 15 annually. If not received by February 15 annually a late fee of THIRTY DOLLARS (\$30) shall be assessed. Thereafter, an additional late fee charge of THIRTY DOLLARS (\$30.00) per month shall be added for each month that an Owner's account has an unpaid balance. In addition to late fees, interest may accrue on all unpaid balances, including on any unpaid prior attorney fees and late charges, at the rate of two percent (2%) per month or such other amount as may be set forth by the Association in the Rules and allowed by law. Delinquent accounts may be turned over by the Association to attorneys or to a collection company and additional collection charges and attorneys' fees and costs may be added to the amounts owed.

No Offsets

All Assessments shall be payable at the time and in the amount specified by the Association, and no offsets against such amount shall be permitted for any reason, including, without limitation, a claim that the Board is not properly exercising its duties and power, a claim in the nature of offset or that the Association owes the Owner money, or that the Association is not complying with its obligations as provided for in the Governing Documents.

Certificate of Payment

SUNPEAK MASTER HOA RULES AND REGULATIONS

Consistent with Utah Law, the Association, within ten (10) business days after receipt of written demand, shall furnish to any Owner liable for Assessments or such other Person for whom an Owner has given written permission in a form acceptable to the Association, a written statement or certificate, signed by an officer or authorized agent of the Association, setting forth whether the Assessments relating to a specified Lot or Condominium Unit have been paid and the amount of delinquency, if any. Each such certificate shall be conclusive in favor of a Person who relies on the written statement in good faith. The Board is authorized to

SUNPEAK MASTER HOA RULES AND REGULATIONS

charge a \$10.00 fee for issuance of a certificate; provided, however, the Board may increase or decrease this fee amount if the new amount is identified in the Rules and is consistent with Utah law.

Termination of Delinquent Owner's Rights

The Association shall have all rights provided for in the Act to terminate a delinquent Owner's right to vote and right to utilize the recreational amenities and other common facilities; provided, however, that before termination of such rights the delinquent Owner be provided at least fourteen (14) days prior notice, in accordance with the notice requirements in the Bylaws, of:

- the impending termination of rights if payment is not received;
- the amount(s) past due, including any interest and late charges; and
- the right to request a hearing before the Board.

Requiring Tenant to Pay Rent to Association

Pursuant to and as provided for in the Act, the Association shall have a right to demand and collect rent from any tenant occupying any Lot or Condominium Unit for which an Assessment is more than sixty (60) days late; provided, however, that before requiring a tenant to pay lease payments to the Association, the Owner be provided at least fifteen (15) days' prior notice, in accordance with the notice requirements in the Bylaws, of:

- the Association's intent to demand the Owner's tenant pay his/her lease payments to the Association if payment is not received within fifteen (15) days;
- the amount(s) past due, including any interest, late charges, collection costs and attorneys' fees; and
- that any costs of collection, including, but not limited to attorneys' fees and other assessments that become due may be added to the total amount due and to be paid through collection of the tenant's lease payments;

If the Owner fails to pay the amount owing after fifteen (15) days, the Association may exercise its rights to collect the lease payments from the delinquent Owner's tenant by delivering written notice to the tenant, in accordance with the notice requirements in Article 8, that:

due to the Owner's failure to timely pay Assessments, the Association has notified the Owner of the Association's intent to collect all lease payments until the amount owing is paid, in full;

Utah law requires the tenant to make all future lease payments, beginning with the next monthly or other periodic payment, to the Association, until the amount owing is paid, in full; and

the tenant's payment of the lease payments to the Association does not constitute a default under the terms of the tenant's lease agreement with the Owner.

SUNPEAK MASTER HOA RULES AND REGULATIONS

The Association shall mail to the Owner a copy of the notice given to the tenant.

The tenant to whom notice is given shall pay to the Association all future lease payments as they become due and owing to the Owner beginning with the next monthly or other period payment until the Association notifies the tenant that the amount owed by the Owner is paid.

The delinquent Owner shall credit each payment that his/her tenant makes to the Association pursuant to this Section against any obligation that the tenant owes to the Owner as though the tenant made such payment to the Owner and Owner may not initiate suit or other action against the tenant for failure to make any lease payment that the tenant pays to the Association as required hereunder.

Within five (5) business days after the amount owing is paid, in full, the Association shall notify the tenant, in accordance with the notice provisions in the Bylaws, that the tenant is no longer required to pay future lease payments to the Association and a copy of said notice shall be mailed to the Owner.

Construction

Owners and Contractors shall comply with all requirements set forth in the Design Review Guidelines.

EXHIBIT A

SCHEDULE OF FINES

1. Schedule of Fines: The following schedule of fines is adopted and will be assessed for violations of the Declaration, Design Guidelines, Bylaws, Rules, Regulations and Policies of the Association ("Governing Documents"). Enforcement remedies are cumulative; accordingly, the Board reserves its right to pursue any enforcement action authorized by law or the Governing Documents at any time during the fining process.
 - a. List of Violations: Any violation of the Governing Documents may be subject to a fine as follows.
 - i. 1st Violation: Warning
 - ii. 2nd Violation or failure to cure after 1st Violation: \$50.00 for second violation within one year after the warning or failure to cure.
 - iii. 3rd Violation or failure to cure after 2nd Violation: \$200.00 for third violation within one year of the last fine or failure to cure. Third and subsequent violations or continuing violations must be at least 10 days after the last fine.
 - iv. 4th Violation and all subsequent violations or failure to cure after 3rd violation or subsequent violations: \$500.00 per month additional fines or legal action.
2. The following procedures will be followed prior to levying a fine:
 - a. *Notice of Violation*: All owners will be given a written notice describing the violation, the rule or provision of the Governing Documents violated and a time to cure the violation prior to a fine being levied.
 - b. *Time to Cure*: All owners will be given a minimum of forty-eight (48) hours to cure a violation before a fine will be levied. The Board in its sole discretion may grant a cure period exceeding forty-eight (48) hours if the Board determines that forty-eight (48) hours is an unreasonable time to cure the violation in question.
 - c. *Hearing*: If a fine is levied, the offending Owner shall have the right to request an informal hearing with the Board to protest or dispute the fine. A request for hearing must be made in writing within thirty (30) days from the date the Owner receives the violation notice. Notice shall be deemed to have been received three (3) days after mailing via USPS first-class mail, postage prepaid. If a request for hearing is not received by the Board of Directors, or their designated agent, within thirty (30) days from the date the violation notice is received, the fine shall be deemed to be uncontested and the Owner shall forfeit their right to hearing. A request for hearing shall be delivered in writing to Sun Peak Master Condominium Association Board of Directors 1950 Bear Hollow Drive, Park City, UT 84098. The hearing shall be conducted in

SUNPEAK MASTER HOA RULES AND REGULATIONS

accordance with the procedures adopted by the Board of Directors.

- d. *Collection of Fines:* Fines shall be collected as authorized by the Governing Documents and law. Interest and late fees may accrue on any fines, however, interest and late fees shall not accrue on fines until after the time for hearing has passed, or, if a hearing is conducted, until after a final decision has been rendered.

3. The following procedures shall govern an informal hearing of the Board of Directors:

- a. *Scheduling a Hearing/Continuances/Failure to Appear:* To request a hearing, an Owner must submit a written request to the Board within the timeframe identified above. The hearing shall, within reason, be conducted at the first Board meeting after the receipt of the request. The Board shall give notice of the date, time, and location of the hearing to the Owner. Notice of the hearing shall be delivered to the 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 Owner, they may request one continuance of the hearing date. To request a continuance, the 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. If the Board continues the hearing, the continued hearing shall, within reason, take place at the second Board 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 Owner's right to hearing and the enforcement action shall be deemed uncontested.
- b. *Hearing Procedures/Decision:* The hearing shall be conducted by one or all Board members. The Owner shall be given a reasonable amount of time to present the Owners position to the Board. The Owner may present documentation and/or witnesses to present the Owners position. The Board may question the Owner or witnesses during the hearing. After hearing the Owner's position, the Board may either render its decision at the hearing or take the matter under advisement. If the Board takes the matter under advisement, the Board shall render its final decision within fifteen (15) days of the hearing. Once a decision is rendered, the Board shall give written notice of their decision to the Owner. As part of the decision, the Board shall state that payment of the fine is due within fourteen (14) days or interest and late fees will accrue. The Owner is permitted to attend a meeting with the Board by electronic communication, which includes telephone. The Owner may appeal a fine assessed under these rules by initiating a civil action within 180 days after the time to request an informal hearing expires if no hearing is requested, or 180 days after receiving the final decision from the board.

4. All fines may be levied and collected in the same manner as Assessments: All fines are subject to the Governing Documents of the Association and shall be collected in the same manner as Assessments.