

**WOLF LODGE HOMEOWNERS ASSOCIATION
RULES AND REGULATIONS
Updated July 2023**

1. **PURPOSE.** These Rules and Regulations are made for the purpose of promoting the best interest of the Owners of Condominium Units (“Units”) in the Wolf Lodge Condominium Project (the “Project”), to protect and enhance the property values of the Units, to preserve a uniform appearance in the Project, to protect persons and property against injury or damage, in general to promote the health, safety, and general welfare of the Owners and occupants, and to make the Project a pleasant place in which to live.

2. **GENERAL RULES AND REGULATIONS.**

- A. There is to be no storage of any items in any Common Area, grounds or parking lots including, but not limited to, stairs, stairwells, interior or exterior walkways/sidewalks, etc. Including, but not limited to, furniture, plants, bicycles, skis, baby carriages, etc.
- B. No parking or storage of any boat, camper, trailer, RV or other personal property may occur on the Project, including, but not limited to, any Common Area, grounds and/or parking lots.
- C. Nothing shall be thrown or emptied out of any window or door.
- D. Nothing shall be hung outside any window, balcony, deck or patio so as to be visible from an exterior view including, but not limited to, towels, swimsuits, rugs, etc.
- E. Nothing shall be stored on any back deck or patio, except for the following: furniture designed for such use, i.e., plants, electric grills, bicycles and no more than 1/8 cord of firewood, stacked not to exceed three (3) feet or the railing on back decks.
- F. No Owner or occupant shall make any disturbing noise, nor permit any action by such persons that would interfere with the rights, comfort or convenience of neighboring Owners or occupants. Quiet hours are observed from 10:00 p.m. until 8:00 a.m.
- G. No minor shall be permitted to loiter unattended within any Common Area without direct adult supervision.
- H. No trash or refuse shall be stored or kept on any Common Area or outside any Condominium Unit.
- I. The Clubhouse, pool, hot tub, tennis courts, etc. will be open from 9:00 a.m. until 9:00 p.m. weekdays and weekends. The pool and tennis courts are open on a seasonal basis from approximately Memorial Day until Labor Day.
- J. All Owners, tenants, guests, and invitees must have in their possession (or immediate access to the individual for their Unit possessing) a key fob for the Wolf Lodge Amenities while utilizing the Clubhouse, sauna, fitness center, pool, hot tub, tennis courts, laundry facilities, etc. Replacement key fobs can be obtained from the on-site manager for \$50 each. Only one key fob per Unit will be activated at any time.
- K. Pursuant to Utah law, (1) children under the age of 14 may not use the hot tub unless they are accompanied and supervised by at least one responsible adult over the age of 18 and (2) children under the age of 5 are prohibited from using the hot tub. (See Utah Administrative Code R392-301-31)
- L. Children under the age of 14 using the swimming pool must be accompanied and supervised by at least one responsible adult over the age of 18 years. Children *in diapers* must wear "*little swimmers diapers*". There are no lifeguards on duty at the Wolf Lodge pool.

- M. No glass or food is allowed in the pool, hot tub or sauna. Smoking and Alcohol are Prohibited in the pool, hot tub and sauna.
- N. No soap or chemicals, other than those provided for maintenance, can be utilized in the pool and hot tub.
- O. No Owner, occupant or any other person shall be allowed to place any signs in any window, the exterior of any Unit or in such a way so as to be visible from the exterior view. No Owner, occupant or any other person shall be allowed to place any signs on the Project.
- P. No skateboarding, roller skating/blading, etc. shall be allowed on the Project. Bicycles, tricycles and scooters shall not be allowed in any Common Areas, including the pool deck, miniature golf grounds or on any lawns, walkways or sidewalks (other than those sidewalks that border the parking lots).
- Q. No pets are allowed in any Unit or in any Common Area. Service animals according to the requirements of the Americans with Disabilities Act, ADA 2011, are allowed with proper documentation. Likewise Emotional Support Animals, (ESA) are also allowed per the guidelines of the Fair Housing Act. Persons with mental health disabilities, Anxiety, Depression, Behavior Disorders, etc. An Emotional Support Dog (ESD or ESA) is a pet or animal prescribed by a licensed therapist to provide a health benefit for those that suffer from an emotional or mental disability. You must have an ESA letter from a licensed mental health professional recommending your need for an emotional support animal. An Emotional Support Animal Letter must include: 1-The ESA letter typically cannot be dated later than one-year of submission and must be renewed every 12 months, 2-The ESA letter should be on your therapist's official letterhead; 3-The ESA letter should include the therapist's license number, date, and direct contact information

If you have a certificate without a legitimate ESA letter, landlords may not honor and respect your rights as an emotional support animal handler.

Some websites sell certificates, registrations, and licensing documents for assistance animals to anyone who answers certain questions or participates in a short interview and pays a fee. Under the Fair Housing Act, a housing provider may request reliable documentation when an individual requesting a reasonable accommodation has a disability and disability-related need for an accommodation that are not obvious or otherwise known. In HUD's experience, such documentation from the internet is not, by itself, sufficient to reliably establish that an individual has a non-observable disability or disability-related need for an assistance animal.

- R. The maximum sleeping occupancies of the Condominium Units are:
One Bedroom Unit - Four (4), Two Bedroom Unit - Six (6), Two Bedroom Unit w/Loft - Eight (8).
- S. The maximum number of people allowed per Unit, that can use the amenities at any given time, is the same as the maximum sleeping occupancy per Unit. (See Rule R.)
- T. All Owners, tenants, guests, or invitees shall comply with any and all posted signs, Rules and Regulations.
- U. All satellite dishes must be Board approved before installation. The approval process begins by submitting a satellite dish waiver form (obtained from the on-site manager) to the Board.
- V. Smoking of any kind including vaping and e-cigarettes is prohibited throughout all Common Areas (including Limited Common Areas) of the Wolf Lodge Condominium Project whether indoors or outdoors. These prohibited areas shall include the patios, decks and any storage spaces attached to or adjacent to a Building.

W. Window-mounted air conditioners are not allowed.

3. PARKING AREA REGULATIONS.

- A. Vehicles are to be parked in designated, paved parking areas only.
- B. There shall be no repairs, maintenance, lubrications or washing of any vehicles performed in the parking areas.
- C. Owners and legal residents must apply to the Board of Directors for a long term (more than 14 days) parking permit. Likewise, vehicles left on the property for more than 30 days must complete an extended term parking permit. Both the long term and extended term parking permits are available on the Wolf Lodge HOA website (www.wolfodgehoa.org). The long term and extended term parking permit must include full vehicle description and an up to date vehicle registration. If the long term or extended term parking permits are approved by the Board, vehicle registration must remain current during the entire period of the long term and extended term parking permit. Additionally, both long term and extended term parking permits require a key/fob for the parked vehicle be left with either Board of Directors/Management or with another property owner who is on the property or make arrangements with someone to be able to move the vehicle within 24 hours of notice using email on file with Peak 2 Peak Management, if an unforeseen incident requires the vehicle to be relocated. The HOA reserves the right to tow any vehicle, at the owner's expense, for which a long term or extended term parking permit is not in effect and a key fob/key for said vehicle is unavailable.

4. USE OF COMMON AREAS. The Common Areas of the Association are for the exclusive use and enjoyment of all Owners, tenants, guests or invitees. If, in the Association's opinion, acts of vandalism, abuse or continued misuse of any Common Area shall be incurred by any Owner, tenant, guest or invitee, the Association reserves the right to suspend any Owner's, tenant's, guest's or invitee's right to utilize any or all of the Common Areas, with the exception of ingress or egress purposes to a Condominium Unit; *the costs of damage repair will be assessed to the individual who caused the damage or to the Owner, if the individual fails to pay the costs.*

5. FINES. For each and every violation or infraction of any Rule or Regulation specified in paragraphs 2, 3, and 4 above, or as otherwise provided for in Article 7, Section 7.34 of the Declaration, the Articles of Incorporation or the Bylaws, the Association may, upon written notice, impose a fine upon the Owner of the Unit for each violation or infraction committed by such Owner or his or her tenants, family members, guests or invitees for a continuing violation or infraction in the amount of \$100.00 for the 1st violation or infraction and \$150.00 for the 2nd & 3rd & 4th violation or infraction not cured within the time period stated in the written warning described under Subsection 7.34.1 (a) Where a violation or infraction continues, the continuation thereof for each day shall be deemed a separate and distinct violation and infraction resulting in a separate fine up to the calendar month maximum of \$550.00 as per the Utah Condominium (UCA) Act 57-8-37 and Article 7, Section 7.34 of the Declaration, The Articles of Incorporation or the Bylaws. The Association, its Manager or Managing Agent shall promptly notify the Owner of a Unit in writing of the assessment of any fine and such Owner shall pay such assessment promptly. Each Owner is responsible for informing its tenants, guests and invitees of these Rules and Regulations and ensuring their compliance with the same. Owners shall be personally liable for all fines for violations of these Rules and Regulations, whether such violations were committed by such Owner or by the guests, tenants, family members and invitees of such Owner.

6. TERMINATION OF SERVICES DUE TO FEE DELINQUENCY. If a Wolf Lodge Homeowner is delinquent in paying their monthly fees more than 60 days, the Wolf Lodge HOA may terminate that Owner's right to receive utility services paid as a common expense and will terminate that Owner's right of access and

use of recreational facilities and Common Areas, by deactivating such Owner's electronic key fob. The costs associated with these terminations will be added to the delinquent balance of the Homeowner.

NOTE: "Common Areas," as used in these Rules and Regulations, are defined as any area of the Wolf Lodge Condominium Project other than individual Units. Common Areas include without limitation, the parking lot, Clubhouse (including fitness center and sauna), pool area, hot tub, tennis courts, miniature golf, play area, landscaping, walkways, sidewalks, driveways, drive lanes, stairways, stairwells, laundry facilities, etc. "Limited Common Areas" are considered part of the Common Area. Limited Common Areas are defined as the limited use storage closets and the attached patios or decks of each Unit. The Owners of Units have the exclusive right to use the Limited Common Area associated with that Unit (i.e., the limited use storage closet and the attached deck or patio), but such use is limited by these Rules and Regulations and the Declaration for the Wolf Lodge Condominium Project.