

Northpoint Estates

2011 Rules and Regulations

1. Purpose

These rules and regulations have been drawn up by the Northpoint Estates Management Committee (Committee) to assure that the property is uniformly and adequately maintained. Since all residents share usage of amenities and common areas, the rules and regulations are designed to permit multiple person usage with a minimum degree of conflict. Northpoint Estates employs a resident manager (Manager) who, along with the Committee, ensures that the rules and regulations are observed by all residents and guests.

2. Management Committee (Committee)

If a resident has any concerns relating to Northpoint Estates support services, these concerns should be referred to the Committee. This Committee is composed of five homeowners who, on an unpaid basis, oversee Northpoint Estates operations. The Committee meets once monthly, discusses personnel issues, prioritizes expenditures, reviews the adequacy of current rules and regulations, etc. Committee actions are published in minutes which are distributed to all residents and homeowners. Committee meetings are open to all homeowners; however, items for discussion should be placed on the agenda prior to the meeting.

3. Resident Manager (Manager)

a. The Manager administers the day-to-day services required to maintain the property. The Manager should be notified of any emergency which threatens the property, and in writing, of any situation requiring maintenance or repair. The Manager is not responsible for service problems within a resident's unit.

b. The Manager's normal working hours are 8:00 am to 12:00 pm and 1:00 pm to 5:00 pm weekdays. Except for emergencies, requests made of the Manager should be restricted to the above described working hours.

c. Work requests are to be submitted to the Manager in writing, using a "Work Order Form." See **Attachment A**.

d. Northpoint residents shall not employ or give money or anything of value to Association employees, nor shall employees accept same from an individual Northpoint resident, for any reason.

e. Employees shall not perform work inside any unit or enclosed or limited common area except:

- * To make inspections relating to security and to perform association maintenance.

- * Other exceptions as specifically directed by the Committee.

4. Parking

a. By order of the Salt Lake City Fire Department, no curbside parking is permitted on any Northpoint street. Our streets are so narrow that curbside parking presents a violation of the fire code. Residents are responsible for assuring that their guests park in the resident's own driveway or in a "Guest Parking" designated parking area. If a larger group of guests is expected, the owner should arrange parking outside the confines of Northpoint Estates.

b. No campers, motor homes, boats or trailers may be parked overnight within the confines of Northpoint Estates.

c. The "Guest Parking" designated areas are for the use of guests. Residents may not use these areas for long-term parking of their own vehicles. Guest parking may be used by residents for emergencies only.

d. The Manager or a member of the Committee is empowered to have vehicles parked in violation of the above rules towed away and impounded, without any additional notice and at the owner's sole risk and expense.

5. Keys, etc.

Each Northpoint Estates resident should have and be responsible for the following::

- * One transmitter for gate entry. Additional transmitters may be purchased from any hardware store.

- * One transmitter for homeowner's garage door. Replacement transmitters may be purchased through the door operator manufacturer.

- * Two keys to the resident's assigned mailbox.

- * Key to the gates in the amenities areas. Lost key replacement may be purchased from the Manager, at a cost of \$50.00. Prices may increase at any time and without written notice. Only one key per unit is authorized.

- * It is the residents' responsibility to ensure that the Manager has a key to their unit. Otherwise, in an emergency, the unit door may be forced open.

6. Garbage

Garbage is picked up each Friday morning. Residents should place their garbage containers at the end of their driveways adjacent to the street to facilitate pick-up. Garbage containers should have tight-fitting lid, or garbage should be placed in heavy-duty garbage bags so that contents can't be scattered. Newspapers must be bundled. Light weight materials must be bagged. Garbage should not be set out more than 12 hours before pick-up. If a resident is absent, he/she should make alternative garbage pick-up arrangements. Garbage cans should be removed from the curbside as soon as possible after pick-up. Residents shall abide by all environmental rules and regulations regarding pollutants and hazardous waste.

7. Architectural Integrity

a. Residents may not alter the exterior of their unit, or the immediate yard surrounding it, without the express consent of the Committee. If you are planning such a unit modification, please carefully read the contents of **Attachment B**.

b. When changes are desired by a homeowner, the following is required:

i. A request on the **Attachment B** form should be completed, including schematics, plan and profile drawings, specifications, etc.

ii. The forms should be forwarded to the Committee through the Manager. The Architectural Committee will review the request and then make recommendations to the Committee.

iii. When a decision has been made, the homeowner will be informed in writing as soon as possible.

c. All units are to be maintained so that the external appearance is uniform. External areas are not to be used for storage, and balcony railings are not to be used for drying racks for clothing, rugs or towels. Window furnishings shall consist of conventional drapes or blinds suitable for the intended purpose. Yard goods tacked across the window surface is not acceptable.

8. Disclosures by Sellers

Homeowners are responsible to disclose to new homeowners all improvements that have been made to the original structure of their units, as these improvements are the responsibility of the homeowner. An updated Architectural file describing the improvements to each unit can be obtained from the Architectural Committee.

9. Walking and Jogging on Property

As both cars and pedestrians must use the roads, it is important that cars operate at safe speeds and that courtesy and safety be exercised by all roadway users at all times. Please see Section 10 for allowable speeds. No walking is permitted on the undeveloped hillsides north and west of the Northpoint Estates perimeter wall. Hill retaining walls shall not be climbed upon or crossed.

10. Speed Limit

Speeds above 15 mph are not permitted. However, speeds must be kept within reasonable and prudent limits at all times depending on the road and weather conditions. Vehicles may not be driven too fast for existing conditions. Homeowners are responsible to inform their guests of these speed limits. **All vehicles must yield the right of way to snow removal operations and to all pedestrians using the roads.**

11. Fire Alarms

All owners must maintain a fire alarm system with a 24-hour remote alarm monitoring service. The Manager shall verify that such a system is in place in each unit. If a homeowner is not using Alarm Center/Protek Service, they must present to the Manager, each year, a certificate stating that their system is operational and monitored.

12. Pets

Pets allowable under Salt Lake City ordinances may be maintained at Northpoint Estates by residents under the following conditions:

- * Pets may not roam freely about the premises.
- * Pets may not be tethered outside a unit or left unattended on a patio or deck.
- * If taken on a walk, pets must be leashed and any droppings must be picked up immediately.
- * Pets may not constitute a nuisance to another resident.
- * If pets wander Northpoint Estates unattended, the Manager is empowered to have the Salt lake County Animal Control remove them.

13. Clubhouse

Please see the rules on **Attachment C**. Before the use of the clubhouse **Attachment C-1 & C-2** must be read and signed by the homeowner. The condition of the clubhouse will be reviewed by the homeowner and the Manager before and after the use of this facility.

14. Swimming Pool, Tennis Court and Dressing Rooms

Please see **Attachment D**.

15. Security Gates

The gate access codes should not be given to anyone. The gates are not to be left open unless there is a reason requiring such action which must be approved in advance by the Manager.

16. Trucks

Absolutely NO TRUCKS or VEHICLES WITH TRAILERS ATTACHED measuring over 32 feet in length will be allowed through Northpoint's gate or on Northpoint streets. This includes but is not specifically limited to MOVING VANS and DELIVERY TRUCKS. The only exceptions are the Fire Department and emergency rescue vehicles.

- a. We realize that there are a few units here in Northpoint that have air conditioning units on their roofs. In the event that these have to be removed and replaced it has been necessary to use a large crane. If necessary it will be done under the supervision of the Manager. Please contact him before proceeding.

17. Fines and Penalties

After written notice to the homeowner and/or resident and a reasonable opportunity for the homeowner to be heard has been scheduled, the Committee may impose a fine for the violation of these rules and regulations. The Committee will evaluate each violation and will set the fine it deems appropriate. In addition to the fine, where the violation results in damages to Association property, an assessment will be imposed to cover the amount of the damages and treated as an obligation of the homeowner. Fines or damages may be added to the monthly billing statement or may be assessed separately. When the violation of any of these rules and regulations is sufficient the Committee may withhold the use of specific facilities for a period of up to one year.

18. Insurance Statement

The following rule (see **Attachment E**) on insurance requirements for Northpoint residents was adopted by the Committee on July 18, 2007 and will remain in effect unless residents are notified otherwise.

19. Management Committee Affidavit

Section 2.12 of the Bylaws provides that the most recent Committee may execute, acknowledge and record an affidavit stating the names of all of the members of the then current Committee. The Committee interprets the reference to "record" to mean that said affidavit shall be made of record by maintaining it in the official minutes of the meetings of the Association.

NORTHPOINT ESTATES WORK ORDER**REQUEST DATE:** _____ / _____ / _____**HOMEOWNERS NAME:** _____**ADDRESS:** _____**TELEPHONE:** _____**SERVICE or WORK REQUESTED:** _____

_____**(Please use one form per item and add attachments as necessary)****DATE:** _____**COMMITTEE DECISION:** _____

_____**CHAIRMAN'S INITIALS:** _____**REPORT TO HOMEOWNERS****DATE:** _____ **HOMEOWNER'S INITIALS:** _____**ACTION TAKEN:****DATE:** _____

_____**HOMEOWNER'S INITIALS:** _____**MANAGER'S INITIALS:** _____

NORTHPOINT ESTATES
REQUEST FOR UNIT ALTERATION

The Northpoint Estates Management Committee is providing this information to you for your records and future use should you contemplate improvements or alterations to your residence. It includes the procedure for requesting a modification, and general guidelines for alterations. The committee's responsibility is to oversee, review, and approve architectural modifications in order to ensure continued harmony of external design and conformity with existing architectural and aesthetic conditions within the community of Northpoint Estates and to ensure that the Association does not become liable for the maintenance of those modifications.

To ensure values and enhance the appearance of Northpoint Estates, the following criteria are established to serve as a general guide for residents desiring to make exterior alterations or changes to their property.

All property improvement requests must include detailed information when submitted to the Architectural Committee for review and to the Management Committee for approval or disapproval. Keep in mind that the Committee members must have sufficient information to give them an idea of what the completed installation or construction will look like and how it relates to the surroundings.

Examples of items which require review and approval are fences, brick walls, patios, walkways, garage doors, decks, retaining walls, gates, windows, skylights, storm/screen doors, room additions (if affecting the exterior), paint colors, and landscaping projects.

The submitted architectural plan should be drawn to scale to show proportions and relationship to unit and surrounding areas.

Written approval must be obtained from all immediate neighbors impacted by the modification.

It is the homeowner's responsibility to obtain any necessary building permits.

Homeowners must submit a signed written waiver to the Management Committee, releasing the Association from all liability and any responsibility of maintaining or painting of any modification. This waiver will extend to any future owners of the unit. The homeowner must accept responsibility for maintaining any modification in a sightly and appropriate manner.

NORTH POINT ESTATES
ARCHITECTURAL RELEASE AND AGREEMENT

REQUEST DATE: _____

HOMEOWNERS NAME: _____

TELEPHONE: _____

In consideration of approval by the Northpoint Estates Management Committee we hereby submit architectural plans for: _____

We (homeowners) _____ hereby agree to the following:

1. To assure the project as described by referenced plans will be completed in a workmanlike matter, of good quality, and consistent with the Northpoint Estates complex and built according to plans.
2. Maintenance and upkeep including painting of the project is the responsibility of the owner. Structural or other damages occurring to unit due to above installation will be the responsibility of the owner.
3. Homeowner(s) agree to give notice to any subsequent owner that its obligation will continue. See Rules and Regulations, #8. Disclosures by Seller.
4. Should project not be maintained in good repair, the Management Committee is authorized upon 30 days notice, to enter and make necessary repairs to avoid liability or potential hazard and to provide upkeep for appearances according to standards of Northpoint Estates.
5. Costs incurred by the Management Committee for any maintenance will be assessed against the homeowner(s) unit fees. Non-payment of fees will cause a lien to be placed on unit and will be due before closing of unit sale.

Signature - Homeowner(s)

Date

Signature - Architectural Committee

Date

Signature - Management Committee

Date

Upon approval, a project must be completed in a reasonable length of time, after beginning construction, with the least possible inconvenience to surrounding neighbors. Any damage to adjoining property during construction or incurred in the delivery of materials to the project will be the responsibility of the homeowner and he or she must assume the costs of repair.

All exterior colors were pre-planned to provide community harmony and attractive individual design. No color changes to siding, trim, or doors will be approved by the Committee.

Fences or garden walls are to be either brick (the same color as the unit) or the same wrought iron pattern railing used throughout the complex. No other materials will be approved. Decorative curbing should be submitted for approval by the Committee.

Requests for modifications should be submitted to the Architectural Committee at least one week prior to a scheduled Management Committee meeting in order to ensure space on the meeting agenda for review. Residents will be notified in writing of the decision of the committee within a week of the meeting in which a decision has been made.

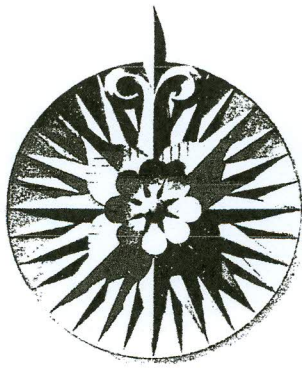
Garage Door replacement: The charm of Northpoint Estates is due to its unique Setting and adherence to the original understated elegance of its architectural details.

Our Declaration States: 8.2.7 "A unit owner shall not alter, construct in or remove anything from his unit and the common areas and facilities except with the prior written consent of the Management Committee....."

Our Bylaws state: 2.12.11 "Maintenance and repair of any unit,....preserve the appearance and/or value of the property....."

The present Management Committee reaffirms the nearly 20 year history of requiring wooden doors. Some units are nearing the point where the replacement of their doors will be necessary. The cost of such replacement is an individual unit owners responsibility, but the painting of the doors is a Homeowner Association responsibility. To replace your garage door, it will be necessary for you to request Architectural Committees approval and arrange for your own installation.

The required architectural request forms are part of this **Attachment B**.



NORTHPOINT HOMEOWNERS ASSOCIATION
798 Northpoint Drive
Salt Lake City, Utah 84103

Attachment C

2003

CLUBHOUSE RULES AND REGULATIONS

New item: The entry gate will not be opened for any and all events held at the clubhouse.

1. The clubhouse is kept locked except for official events sponsored by the Management Committee or for specific bookings arranged by Northpoint Residents.
2. Only Northpoint residents whose required financial obligations, including monthly fees, fines and assessments are current may book the clubhouse for a one-day private party or non-commercial meeting. Reservations will not be taken from a non-resident person. The booking must be arranged with the Manager and must be accompanied by a **\$150.00 deposit**. This deposit is refundable if the clubhouse is left clean and in the same orderly fashion that it was in. Refund may be delayed until a thorough inspection is conducted, but in any event not later than 30 days.
3. Each resident is entitled to two such bookings each calendar year. Additional bookings during the year can be arranged, but must be accompanied by a **\$100.00 non-refundable fee** and the standard \$150.00 deposit. The \$100.00 fee will be placed in a fund to assist with future refurbishing of the clubhouse.
4. When the clubhouse is opened to the booking resident, its condition and furniture arrangement should be carefully noted. No furniture shall be moved outside the clubhouse. The resident is responsible for restoring the clubhouse to this condition by no later than 12:00 noon on the next day following the event. Restoration includes cleaning, vacuuming, furniture arrangement, and garbage removal. All food items must be removed from the refrigerator and cupboards. A charge will be levied if the clubhouse is not properly cleaned and restored. In addition, the resident is responsible for paying the cost of any damage which may have occurred.
5. No Activity may begin earlier than 10:00am. The activity must conclude by 10:00pm, except on Friday and Saturday, when the event may be extended to 12:00 midnight.

6. Guest parking arrangements will be discussed with the Manager in advance of the activity. If parking is a concern, the booking resident is required to arrange for competent parking assistance, to ensure compliance with the parking regulations. It is the responsibility of the booking resident to assure that their guests are informed about and abide by all parking regulations. **No curbside parking is permitted on any Northpoint street.**

7. Booking residents are responsible for the conduct of their guests. All activities must be conducted with a minimum of inconvenience to the other residents. A nuisance will not be permitted. **The booking resident must be present at the event at all times.**

8. Participants and guests must be kept within the confines of the clubhouse area and not be allowed to roam around the surrounding areas.

9. The clubhouse back door must be kept unlocked during the activity to provide a safety exit in case of emergency.

10, The booking resident must assure that food and other refreshments are not taken outside the clubhouse area.

AGREEMENT TO USE THE CLUBHOUSE

I, _____, have read Attachment C and agree to the terms stated there, and understand the following rules for the use and cleaning of the clubhouse and the surrounding areas. By signing this form I agree to leave the areas in the same condition as found or to promptly pay for the costs of cleaning and repairing damages. I will perform the following services as they apply to my usage of the clubhouse:

1. Bring my own cleaning supplies.
2. Pick up all debris and put in trash or disposal.
3. Clean all tables, chairs, couches and counter tops.
4. Remove the garbage from the clubhouse.
5. Clean up spills.
6. Clean sink, stove, refrigerator, dishwasher and freezer completely.
7. Clean bathrooms, empty garbage cans.
8. Sweep, vacuum, or mop with clear water, all floors.
9. Remove all decorations I bring.
10. Leave all cupboards clean.
11. Put all furniture back to its original placement.
12. Clean windows on the inside, if children have put fingerprints on the windows.
13. Clean front entry glass doors and glass windows surrounding the front doors.
14. Set thermostat no higher than 65 (winter), no lower than 80 (summer) before leaving.
15. Fold and put away all folding chairs that are used.
16. Clean up litter in the general area around the clubhouse.
17. Make sure all doors and windows are closed and locked.
18. Make sure clubhouse remote (for opening the gate from the clubhouse) is in place.

I further understand that I am responsible for damages, costs and expenses which may exceed my deposit, including reasonable attorneys' fees. All costs which exceed my deposit will be added to my regular monthly fees and are subject to the collection policies of other assessments.

Homeowner's Signature _____ Date _____

Attachment D

Northpoint Swimming Pool, Tennis Court and Dressing Room 2011 Rules and Regulations

The pool sign-in board is located in the pool area and must be signed by all persons entering this area. All residents and guests must sign in and write the unit number of the resident. Please make sure that your guests know your unit number.

Any Northpoint resident whose financial obligations, including monthly fees, fines and assessments are current may use the swimming pool and tennis court. Each year the Committee will establish the pool season.

Pool Rules and Regulations

The permitted hours for use of the pool area is:

Persons 18 yrs. and older	Sunday through Saturday	7:00 am to 10:00 pm
Persons 17 yrs. and younger	Sunday through Saturday	10:00 am to 9:00 pm

Please note: The pool area **cannot be reserved** for exclusive private party use.

1. No lifeguard is on duty at the pool. **All persons swim at their own risk.** Persons under age of 18 years must be accompanied by an adult (18 years or older). Each unit may have a total of eight (8) guests at the pool at any one time, except when the pool is crowded, at which time the **Manager** or the **Committee** may restrict numbers/unit further for safety reasons.
2. The life preservers are maintained in the pool area for emergency use only. They shall not be used for any other reason than an emergency.
3. All persons entering the pool must be attired in conventional swim suits. Cut-off jeans and T-shirts are not acceptable. Cotton material plugs and damages the filter systems.
4. **Persons who are not toilet trained and who are wearing diapers are not allowed in the pool. Violation of this rule will necessitate that the pool be drained down and chemically shocked, which is a very expensive process.**
5. Running, shouting or other boisterous behavior is not permitted in the pool area. Residents and their guests are expected to show moderation in their conduct so as to offer minimum distraction to other users of the amenities. Swimming takes priority over other activities in the pool.

6. The pool gate must remain closed and locked. **The gate shall not be propped open for entry.**
7. Footwear must be worn upon entering the pool area to prevent tracking in of dirt. Barefoot entry is not acceptable. All persons entering the pool must shower. Lotions and oils must be removed before entering the pool.
8. Glassware and pets are not allowed in the pool area. Tobacco and beverages shall not be brought closer than eight feet of the pool.
9. Persons having apparent communicable skin diseases, sore or inflamed eyes, coughs or nasal discharges shall be excluded from the pool.
10. All persons are expected to deposit trash in containers provided.
11. Pool furniture is to remain on the pool deck at all times.
12. Please keep the dressing room clean and lock the door when in use.
13. One key has been issued to each unit. Keys are not to be duplicated. If a key is lost, a \$50.00 fee is charged for a replacement.
14. All guests must be accompanied by an adult (18 years or older)
15. Fines and penalties: The Committee will evaluate each violation of these rules and regulations and will set the fine it deems appropriate. Fines and damages may be added to the monthly billing statement or may be assessed separately. In addition to the fine, where the violation results in damages to Association property, the assessment imposed shall cover the amount of damages. The Manager or a member of the Committee can, upon a particularly serious violation, ask for the swimming pool key and withhold use of the facility for up to one year.
16. **The swimming pool area will be closed during thunderstorms.**

Tennis Court and Dressing Room Rules and Regulations

1. Any Northpoint resident whose maintenance fees are current may book and utilize the tennis court. Weather permitting, the tennis court is normally opened for play from April 1st to November 1st each year.
2. The permitted hours of play are 6:00 am to 10:00 pm, except Friday and Saturday, when playing time is extended to 11:00 pm.

3. Guests must be accompanied by an adult 18 years or older.
4. A resident may book 1 ½ hours of playing time by registering on the day-hour log located on the entry gate to the tennis court. Other playing times can be booked during a day providing they are not sequential.
5. Playing time may be booked one week in advance. The court may be reserved for special parties by contacting the Manager at least two days in advance.
6. Players must relinquish the court at the end of their 1 ½ hour booking period, should new players arrive and be signed in prior to the end of the booking period. If at the end of the 1 ½ hour time period no new player has signed for the next booking period, the players using the court receive an additional 1 ½ hours.
7. All players must wear tennis shoes. Black soles are not permitted.
8. Glassware and pets are not permitted within the tennis court area.
9. Players are expected to show moderation in their conduct so as to offer minimum distraction to other users of the amenities area.
10. Players are to remove all debris when they relinquish the court so that the next players have a clean, playable area.
11. The booking resident is responsible for any damage that occurs during the period they and their guests occupy the court.
12. The dressing room is located under the clubhouse, adjacent to the tennis court and swimming pool. The dressing room is equipped with showers, lavatories and lockers. Residents and their guests may make use of any available lockers (lockers are not permanently assigned). Locks are not provided. The association is not responsible for any losses which a resident or guest may incur as a result of storing personal articles in the dressing room. Residents and their guests must leave the dressing room in a good state of orderliness. The dressing room hours are the same as those of the tennis court.

NORTHPOINT ESTATES CONDOMINIUM HOMEOWNERS ASSOCIATION

INSURANCE COVERAGE AND PROCEDURES

The Declaration of Condominium for Northpoint Estates requires the Association to maintain insurance coverage. Said coverage is to include the common areas, limited common areas and the individual units. Philadelphia is the insurance carrier for Northpoint Estates HOA. Craig R. Crockett is the agent representing Northpoint. The telephone number is (801) 272-8468.

To maintain the insurability of the project and enforce the maintenance responsibilities of the individual unit owners, the Association is implementing the following insurance requirements and procedures:

Each unit owner has the responsibility to maintain a homeowner's policy in addition to the coverage provided by the Association. The unit owner is primarily responsible to maintain, repair, replace and insure items that are appurtenant to their unit. Claims for damage from loss caused by fire, water damage or other hazards that; 1) originate within the unit; 2) are caused by accident or negligence of the unit owner, their tenants or guests; or 3) are caused by items that are the unit owner's responsibility to maintain, repair or replace are to be the unit owner's primary responsibility to insure. The unit owner's responsibility for such loss is limited to the first \$25,000 of each loss. This applies to rented or unoccupied units as well. Insurance coverage should include but is not limited to the following:

1. PRIMARY COVERAGE. Anything to the contrary notwithstanding, the insurance coverage of a Unit Owner or resident shall be primary for the first \$25,000 of any covered loss and the insurance of the Association shall be secondary for loss that originates within the unit, or is caused by accident or negligence by the unit owner, their renters or guests or caused by items that are the responsibility of the unit owner to maintain, repair and replace. All unit owners shall have a minimum **COVERAGE A BUILDING** for \$25,000 added to their individual unit owner's policies.

If a unit owner fails to maintain insurance, unit owner will still be responsible for the first \$25,000 on any claim arising from losses that originate within their unit and/or from items that are their responsibility to repair or replace, including any improvement which is a permanent part of their unit.

In the event a claim is filed on the Association policy involving a unit, it is the unit owner's responsibility to pay the Association deductible. Coverage for the Association deductible could be covered under the unit owner's policy.

2. Insurance protection for Personal Property and Personal Liability coverage is the sole responsibility of the unit owner and is commonly obtained by purchasing a Homeowners Form 6 policy for unit owners.

Approved by the Management Committee:

This 18 day of July, 2007.

To take effect on the 18 day of July, 2007.

APPROVED BY BOARD MEMBERS: