HOMEOWNER ASSOCIATION RULES & REGULATIONS

Rev. 03.18.2026

It is imperative that all Park Avenue Condominium Association (PACA) owners read and become familiar with these rules and regulations. Each owner is required to advise managers, contractors, tenants, and guests of their content and is required to ensure compliance. Each owner is subject to fines for violations of these rules even if violations are by tenants, contractors, or guests, and is also subject to being denied use of common facilities.

1. ARCHITECTURAL CHANGES & CONSTRUCTION:

1.1. Reference the PACA *Standards* document and *Architectural Change Application*.

1.2. No owner may make any alteration, addition or change to the masonry ceilings, masonry floors, perimeter walls, bearing walls, plumbing, electrical, heating, exterior doors and windows, roofs, balconies, decks, foundations, exterior landscaping, any structural element of the Condominium Buildings, or any common area without gaining prior written approval of the Board of Trustees. Architectural change review time: Please leave 21 days for the HOA to review and respond to your architectural change request.

1.3. During construction, materials and equipment may only be stored in carports during the first 10 days of work. Materials, furniture, etc. may not be stored on balconies, and back decks at any time. All common areas must be kept clean daily.

1.4. **Construction hours** are from 8:00 AM – 6:00 PM daily (excluding “black out” dates).

1.5. **Construction “Black-Out” dates** - **No** construction will be allowed during the following:

1.5.1. Thanksgiving (from the day before Thanksgiving through the following Monday).

1.5.2. Christmas/New Year’s Eve (December 23rd to January 2nd).

1.5.3. Sundance Film Festival (the day before through the day after the festival – see www.sundance.org for the current schedule).

1.5.4. July 4th (if the 4th falls on Friday, Saturday, Sunday, or Monday the entire weekend is a black out period).

1.5.5. Martin Luther King weekend (Friday through Monday).

1.5.6. Presidents’ Day weekend (Friday through Monday).

1.5.7. Memorial Day weekend (Friday through Monday).

1.5.8. Labor Day weekend (Friday through Monday).

2. VEHICLES:

Vehicle Rules Enforced 365 Days a Year:

2.1 As provided in **Section 17 *Rules and Regulation Fines***, a fine will be levied by the Association against the property owner for any vehicle associated with their unit that is parked in violation of these rules.

2.2 All vehicles parked in the complex must be currently registered and shall display current license plates issued by the state of registration.

2.3 Conducting repairs, including but not limited to oil changes, to vehicles is prohibited within the complex.

2.4 At no time shall access to the dumpsters be blocked.

2.5 Parking on grass is prohibited and parked vehicles and trailers must not extend into the common roadway. “No Parking” signs must be observed. There is no parking allowed on any street within the PACA complex.

2.6 Except as provided herein, without prior Board approval, campers, trailers, boats, and recreational vehicles may not be parked in carports, driveways, or parking areas for longer than 7 days.

2.7 Automobiles, trucks, and motorcycles may be parked beyond the 7-day limit only if parked in a carport or driveway.

2.8 No vehicle, trailer, or boat longer than 22 feet or wider than 8 feet or a gross vehicle weight greater than 10,000 pounds shall be parked anywhere within the Park Avenue complex.

2.9 During the winter months and/or when snow is present, vehicles may not be parked in front of or in snow storage areas.

2.10 Vehicles parked in violation of the above rules are subject to being **towed at the vehicle owner's expense and risk and without notice**.

Vehicle Rules Enforced in Winter Only (effective from the day after Thanksgiving through the second Sunday of April):

2.11 **Two (2) Temporary Parking Permits** will be issued to owners for their bona fide guests and/or use in guest parking areas. Loss of a parking pass is subject to a replacement fine of $300. The Temporary Parking Permit is subject to the conditions stated on the permit. This Permit does not authorize long-term parking nor is it a storage permit. A Parking Permit does not guarantee a guest parking space. Permits should be removed from rearview mirrors while operating the vehicle.

2.12 Up to **five (5) 24-Hour Parking Permits** may be issued at one time for 24-Hour guest parking. Only verified owners and unit managers may obtain 24-Hour Parking Permits. Parking Permits must be picked up from the Management Company's front desk (located at 2025 Canyons Resort Drive) during the winter operational hours of 12:00 PM to 9:00 PM daily. 24-Hour Parking Permits expire after 24 hours and should be removed upon expiration. Parking Permit privileges may be rescinded upon abuse of the guest parking policy.

2.13 Vehicles parked in guest parking areas must clearly display a parking permit visible from Captain Molly Drive.

2.14 Display of permits is not required when parked in carports or driveways.

2.15 The Park Avenue Parking Lot is patrolled during the winter. Vehicles parked in guest parking areas without a Temporary or a 24-Hour Parking Permit between the day after Thanksgiving and the second Sunday in April are subject to being **towed at the vehicle owner's expense and risk and without notice**.

3. MAXIMUM UNIT OCCUPANCY:

3.1 No more than two occupants per bedroom and two occupants per living room is allowed.

4. OFFENSIVE ACTIVITIES & QUIET HOURS:

4.1. No noxious, illegal, or offensive activity may be conducted in any unit or common area.

4.2. Excessive noise or any activity that unreasonably interferes with the quiet enjoyment of other Owners, their family, tenants, guests, invitees, or licensees is not permitted.

4.3. **Construction/remodeling** is limited per **Section 1** *Architectural Changes*.

4.4. **Quiet hours** shall be maintained between 10:00 PM until 8:00 AM.

4.5. Quiet in common area atriums must always be maintained.

5. CARPORTS:

5.1. Carports must be kept clean of all litter and debris.

5.2. The only storage allowed in carports is firewood, cut-up and neatly stacked against a brick wall.

6. BALCONIES:

6.1. Balconies must be kept clean of all litter and debris.

6.2. Planter boxes are allowed on balconies from April 1st - October 1st. Boxes must be attractive, well-maintained, and reasonable in size. Patio furniture that is in good condition is also allowed on balconies.

6.3. No items including, but not limited to, bicycles and toys may be stored on the balcony.

6.4. Barbecues or any cooking device may not be stored or used on balconies.

7. PATIOS:

7.1. Patios must be kept clean of all litter and debris.

7.2. Only patio furniture and barbecues that are well-maintained and reasonable in size and quantity are allowed on patios.

7.3. Except as allowed in **Section 7.2** no items including, but not limited to, bicycles and toys may be stored on patios.

7.4. Bird feeders are not allowed (except hummingbird feeders) to discourage mice and other pests.

8. WALL ART:

8.1. Owners may install personalized items on exterior walls of atriums which are not common areas. No items may be affixed to exterior common area walls or landscaping.

9. ANIMALS:

9.1. **Updated rules effective October 1, 2018**

9.2. Except as set forth in this section, no animals of any kind shall be allowed. **Rottweiler, Doberman Pinscher, Akita or Pitbull Dog breeds are not allowed** at Park Avenue. Upon approval, Owner's, guests, and tenants may have one dog or cat.

9.3. Maximum of one (1) dog or cat is permitted per unit.

9.4. A **pet application** (available upon request) must be submitted to the property management company and approved by the Board of Trustees prior to occupancy.

9.5. There is a **$100 non-refundable pet application fee** payable to the Park Avenue Condominium Association.

9.6. **Non-owners** are only eligible to apply for a pet contingent upon proof of a ***lease of no less than thirty (30) days***.

9.7. **Non-owners** must provide a copy of the signed lease/rental agreement with their pet application.

9.8. **Non-owners** are subject to a **$50 / month pet fee** payable to the Park Avenue Condominium Association.

9.9. **Vaccination** documentation on an annual basis is required.

9.10. Proof of **insurance** rider for a dog on an annual basis is required.

9.11. Current picture of the pet.

9.12. Current picture of the pet owner(s).

9.13. No loud, excessive, or frequent whining, barking, howling or other noisy behavior is allowed.

9.14. No scratching, digging, or other destructive activity is allowed.

9.15. Any aggressive, vicious, or dangerous disposition or behavior shall warrant an authorization to the Park City Animal Control personnel to enter the Project and remove the offending animal.

9.16. When outside, **all dogs and cats must be kept on a leash** not to exceed six feet in length. Dogs may not be tied up in common areas and must always be accompanied by the owner.

9.17. **All animal excrement must be immediately removed and disposed of** by the owner. Besides common courtesy animal waste may contain harmful organisms such as Giardia, Salmonella, E. coli,

roundworms, and hookworms **that can be transmitted to humans and other animals** - and pollute water ways - if not promptly picked up and properly disposed.

9.18. Animal owners are fully responsible for personal injuries and property damage caused by their animal and will lose the right to have a pet at Park Avenue if violations continue.

9.19. Pets may not be fed outside (in an effort to control mice and other pests). Existing pet owners are not subject to an application fee; however, all are required to bring their registration with management / PACA up to date (e.g. pet application, pictures, vaccination documentation, insurance rider, etc.).

9.20. Violations are subject to fees as stipulated in **Section 17 *Rules and Regulation Fines***.

9.21. **Non-owners** in violation may also be asked to vacate within 1 week.

9.22. **Additional terms and conditions may apply as outlined in the pet application**.

10. SWIMMING POOL, HOT TUBS & CLUBHOUSE:

10.1. **Access.** The pool, hot tubs, and clubhouse are for Park Avenue residents and their guests only. The maximum number of people per unit in the pool area must not exceed the maximum unit occupancy (Section 3).

10.2. **No Alcohol.** Alcoholic beverages are prohibited in the pool area and clubhouse.

10.3. **No Glass.** Glass containers of any kind are not permitted in the pool or hot tub areas.

10.4. **No External Speakers.** External speakers may not be used to play music or other media in the pool or clubhouse areas.

10.5. **Keep It Clean.** Please pick up all trash and place it in the containers provided.

10.6. **No Smoking or Vaping.** Smoking and vaping are prohibited in the pool area, hot tub area, and clubhouse.

10.7. **No Pets.** Pets are not allowed in the pool area, hot tub area, or clubhouse.

10.8. **Proper Swim Attire.** All swimmers must wear proper swimming attire. Children not yet toilet-trained must wear swim diapers. All State of Utah pool regulations must be observed.

10.9. **Minimum Hot Tub Age.** Children under the age of 5 are prohibited from using any hot tub (Utah Admin. Code R392-302).

10.10. **Adult Supervision Required.** Children under 14 may only use the pool or a designated hot tub when accompanied by a responsible adult (18+). The adult must remain on the pool deck, actively supervise the children, and be capable of rendering assistance.

10.11. **No Toys in Hot Tubs.** Flotation devices and toys of any kind are not permitted in the hot tubs.

10.12. **Hours of Operation.** Hot tubs and clubhouse are open year-round, 10:00 AM – 10:00 PM daily. The pool is open from the week before Memorial Day through mid-September, 10:00 AM – 10:00 PM daily. Gate access codes and/or RFID cards are provided by the property manager.

Violation of Pool Rules will result in denial of use of these facilities.

11. TENNIS COURT:

11.1 The tennis court is for the exclusive use of Park Avenue residents. A code to the court can be provided by the management company.

11.2 Proper court shoes must be worn at all times.

11.3 Tennis and pickleball are the only sports to be conducted on the court. Roller blades, skateboards, roller skates, etc. are not permitted on the court.

11.4 Weather permitting, the court is open for use from May through October 15th.

11.5 The gate must be locked when finished with the court.

11.6 Pets/animals are not allowed inside the tennis court fence.

11.7 Children under 12 years of age must be accompanied by an adult when using the court.

12. TRASH:

12.1 All trash is to be placed in dumpsters designated as non-recyclables which are located throughout the complex.

12.2 No trash or materials to be recycled is to be placed outside of doors, on porches, balconies, or within carports.

12.3 Recycling materials shall be placed in the appropriate recycling container.

13. PRIVATE ATRIUMS:

13.1 All atriums that are associated with only one unit are the property of that unit owner. These atriums must be maintained by that unit owner to include the replacement of window glass/frames, cleaning, painting, etc.

13.2 Boxes and other items, debris may not be stored in atriums where there is not a privacy door between the atrium and the carport.

13.3 If atriums become in disrepair, the homeowner's association reserves the right to make the needed repairs and charge the unit owner accordingly.

14. COMMON ATRIUMS:

14.1 All atriums that are shared between a one-bedroom unit downstairs and a two-bedroom unit upstairs are considered to be limited common areas and remains the homeowner association's responsibility to maintain.

14.2 Any change that is made to a limited common area atrium must first get approved from the homeowner's association prior to the change being made.

14.3 Patio furniture may be used in common area atriums during the summer months, May 1st to November 1st. After that time the furniture must be stored elsewhere.

14.4 Common area atriums may be leased by the owner of the downstairs one-bedroom unit on an annual basis.

14.5 If the one-bedroom unit owner leases the atrium, that owner may install a privacy gate between the atrium and the carport. However, by fire code, that **gate may not be locked**.

15. SPIRALED STAIRCASE, STAIRWELL STORAGE:

15.1 Nothing is allowed to be stored in any of the spiraled staircase stairwells.

16. UPSTAIRS, TWO BEDROOM UNITS:

16.1 Stairwells leading from the carport to the front door of the upstairs two-bedroom unit are considered to be the owner's property and the owner's responsibility to maintain.

16.2 The owner may install a door at the bottom of the stairs. The door must be a solid core wood or metal, smooth surfaced door without raised panels.

16.3 Lower entry doors must have a door closure mechanism attached and must, by fire code, open outward.

17. RULES & REGULATION FINES:

17.1 A warning will be issued for the first offense.

17.2 On the day following the warning, a fine of **$100.00 / day** will be implemented until the infraction is complied with.

17.3 Subsequent fines not to exceed a doubling of the amount of the fine per day for the same offense may be imposed at the discretion of the board.

18. INSURANCE:

18.1 Owners are encouraged to carry insurance for the interior of their condominiums to include liability, contents, personal belongings, etc.

19. DELINQUENT DUES:

19.1 Dues and Assessments are payable before the last day of the month of the current quarter. The quarters begin February 1st, May 1st, August 1st, and November 1st.

19.2 Interest will be charged to the owner's account after the due date.

19.3 Dues and assessments that are not paid within the current quarter will be considered delinquent and/or past due.

19.4 Owner accounts that are delinquent will be assessed a finance charge at a rate of 1.5% per month. (18% per year).

19.5 Owners who are delinquent/past due for 30 days in the payment of dues and assessments will lose the right to use all common area facilities to include but not limited to the use of the pool and spa, tennis courts, auxiliary carports, parking pads, driveways, and carports. This loss of rights also applies to an owner's guests and tenants.

19.6 Accounts that are 60 days delinquent and past due, in addition to finance charges, will receive a lien warning letter and will have 30 days thereafter to resolve this past due balance, otherwise a lien will be placed on the pertinent unit(s) and PACA will consult with an attorney for collection and/or foreclosure.

19.7 If a lien is placed on a unit, the owner(s) shall become liable for all costs incurred in the collection and foreclosure process. These costs include attorney, accounting, and filing fees.