

South 67 Condominiums

Community Policies

Rules and Regulations

Updated February, 2023

**KEEP THIS
MANUAL IN UNIT
AT ALL TIMES**

Owners are responsible to fully disclose and to educate rental tenants of their responsibilities to completely understand and follow these Rules and Regulations and Community Policies

TABLE OF CONTENTS

**SOUTH 67 CONDOMINIUMS
COMMUNITY POLICIES
RULES AND REGULATIONS**

General Introduction 1
Phone Numbers and information..... 2
Introduction to South 67 Community Rules and Regulations..... 3
Schedule of Fines for Violations..... 3, 4
HOA Fee..... 5
HOA fee due date..... 5
HOA late fees and interest..... 5

BLUE

Unit Owner's Responsibility..... 7
Access to Units..... 7
Access to Yards..... 7
Asbestos Notice..... 7
Asbestos Removal Policy..... 7
Broken Glass/Windows..... 7
Common Plumbing Lines..... 7
Dryer Bucket..... 8
Keys..... 8
Littering..... 8
Community Awareness..... 8
Fireworks..... 8
Renting Units & Transfer of Ownership..... 8, 9
Replacement of Windows/Sliding Door..... 9
Trash Removal..... 9
Unhook Garden Hose..... 9
Window Coverings..... 9

YELLOW

General Policies..... 11
Advertising & Soliciting..... 11
Balconies..... 11
Barbeque Grills..... 12
Bulletin Boards..... 12
Clubhouse Rental..... 12
Lawful Purpose..... 13
Common Areas..... 13
Community Awareness..... 14
Fireworks..... 14
Insurance..... 14
Limited Common Areas..... 15
Noise Control..... 15
Occupancy..... 16
Parking & Vehicle Regulations..... 16
Patio & Yards..... 17
Pets..... 17
Satellite Dish Policy/Satellite Internet..... 18
Sheds..... 19
Smoking..... 19
Storage Areas..... 19
Swimming Pool..... 20
Tennis and Racquetball Court..... 20

GREEN

Owner/Tenant Information Form 22
Owner/Tenant Vehicle Information..... 23
Pet Registry Form.....24

Clubhouse Rental Form..... 25
Murray City Animal Control Information..... 26
Map..... 27
Asbestos Information.....28, 29

PINK

Appendices & Rule Amendments

NOTE: South 67 HOA may periodically send additional information that will be placed in the back pages of the Community Policies and Rules and Regulations Manual.

INTRODUCTION

TO ALL RESIDENTS OF THE SOUTH 67 CONDOMINIUMS COMMUNITY

The experience of living in a condominium community differs from being in a traditional neighborhood. As residents of the South 67 Condominium Community, we share common areas and amenities. We also live closer to one another than in a traditional neighborhood. Condominium living also enables each resident to enjoy the pleasant surroundings of jointly shared buildings and grounds. However, condominium living also does not guarantee that all residents will agree on the same issues and experiences. Therefore, to ensure that everyone has common, equal rights and privileges, it is essential that rules and regulations be established.

Contained in this document are rules and regulations that have been established to provide guidance on what South 67 Condominium residents and Home Owner Association members can expect as well as what is expected of them. These rules and regulations are subject to the Declaration of Condominiums and Bylaws but do not supersede them as much as they specify in details shared expectations in the community. Acting in good faith also is important for the condominium community and it should be noted that objectionable behavior is not acceptable at any time, even if such behavior is not specifically covered in these rules. Any violation of the rules and regulations contained in this document, by Home Owner Association members and/or South 67 Condominium residents, their families, employees, guests, and invitees, is the responsibility of those affected members and residents. The Management Committee welcomes and encourages the cooperation of all members in the observance of these rules and regulations.

It is the responsibility of the respective homeowner to ensure their renters are aware of and are following all of the rules and regulations of the community.

Please take note of the following:

UTAH CODE Section 57-8-8: Compliance with covenants, bylaws and/or house rules and administrative provisions.

Subject to reasonable compliance therewith by the manager and the management committee, each unit owner shall reasonably comply with the covenants, conditions, and restrictions as set forth in the declaration or in the deed to his unit, and with the bylaws and/or house rules and with the administrative rules and regulations drafted pursuant thereto, as either of the same may be lawfully amended from time to time, and failure to comply shall be ground for an action to recover sums due for damages or injunctive relief or both, maintainable by the manager or management committee on behalf of the unit owners, or in a proper case, by an aggrieved unit owner.

The following are phone numbers and information you might find helpful.

ALL EMERGENCIES - CALL 911

MANAGEMENT: South 67 Property Management, Inc. Office: 801-743-6900

Mobile: 801-759-8185

KEYS: 801-743-6900

CLUBHOUSE RENTAL: 801-743-6900

PET PROBLEMS: 801-743-6900

PARKING VIOLATIONS: 801-743-6900

EMERGENCY GAS LEAKS (QUESTAR GAS) 1-800-541-2824

COUNTY LANDFILL 801-974-6920

UTAH POISON CONTROL CENTER 1-800-222-1222

Murray Police non-emergency 801-840-4000

Fire Department 801-264-2606

Dominion Energy 800-323-5517

Murray City Utilities 801-264-2626

After-hour emergencies 801-264-9669

Animal Control 801-264-2671

MURRAY CITY DOG PARK: There is a county dog park located nearby in Taylorsville at approximately 5300 South 1070 West.

THERE ARE NO "OFF LEASH" AREAS FOR PETS ANYWHERE WITHIN THE SPACE AND BOUNDARIES OF THE SOUTH 67 COMMUNITY

Introduction to South 67 Community Rules and Regulations

All homeowners (and their agents or renters) shall follow the South 67 Condominiums rules, for the use of the units and Common Areas, as adopted by the Management Committee (Board of Trustees)

A certified copy of the DECLARATION OF CONDOMINIUMS, ITS BYLAWS AND AMENDMENTS, is maintained in the management office, along with the RULES AND REGULATIONS for the community, for reference and support in any legal action that may be necessary.

A copy of the DECLARATION OF CONDOMINIUMS, ITS BYLAWS AND AMENDMENTS is also provided to every homeowner. Each homeowner is responsible to make their agents, renters, and guests aware of, and adhere to, all community rules and regulations. Each homeowner is responsible for payment of fines incurred by their renters, guests, agents, or employees.

Schedule of Fines for Violation of Rules and Regulations

1st OFFENSE WRITTEN WARNING (letter or email)
2nd OFFENSE \$ 50 FINE
3rd OFFENSE \$100 FINE
4th OFFENSE \$150 FINE
5th OFFENSE \$200 FINE and/or additional legal action deemed necessary by the Management Committee.

This is the fine schedule unless otherwise noted.

Index	Utah Code
Title 57	Real Estate
Chapter 8	Condominium Ownership Act
Section 37	Fines. (Effective 5/12/2015)

- (1) A management committee may assess a fine against a unit owner for a violation of the association of unit owners' governing documents in accordance with the provisions of this section.
- (2) (a) Before assessing a fine under Subsection [\(1\)](#), the management committee shall give the unit owner a written warning that:
 - (i) describes the violation;
 - (ii) states the rule or provision of the association of unit owners' governing documents that the unit owner's conduct violates;
 - (iii) states that the management committee may, in accordance with the provisions of this section, assess fines against the unit owner if a continuing violation is not cured or if the unit owner commits similar violations within one year after the day on which the management committee gives the unit owner the written warning or assesses a fine against the unit owner under this section; and
 - (iv) if the violation is a continuing violation, states a time that is not less than 48 hours after the day on which the management committee gives the unit owner the written warning by which the unit owner shall cure the violation.

- (b) A management committee may assess a fine against a unit owner if:
 - (i) within one year after the day on which the management committee gives the unit owner a written warning described in Subsection (2)(a), the unit owner commits another violation of the same rule or provision identified in the written warning; or
 - (ii) for a continuing violation, the unit owner does not cure the violation within the time period that is stated in the written warning described in Subsection (2)(a).
 - (c) If permitted by the association of unit owners' governing documents, after a management committee assesses a fine against a unit owner under this section, the management committee may, without further warning under this Subsection (2), assess an additional fine against the unit owner each time the unit owner:
 - (i) commits a violation of the same rule or provision within one year after the day on which the management committee assesses a fine for a violation of the same rule or provision; or
 - (ii) allows a violation to continue for 10 days or longer after the day on which the management committee assesses the fine.
 - (d) The aggregate amount of fines assessed against a unit owner for violations of the same rule or provision of the governing documents may not exceed \$500 in any one calendar month.
- (3) A fine assessed under Subsection (1) shall:
- (a) be made only for a violation of a rule, covenant, condition, or restriction that is in the association of unit owners' governing documents;
 - (b) be in the amount provided for in the association of unit owners' governing documents and in accordance with Subsection (2)(d); and
 - (c) accrue interest and late fees as provided in the association of unit owners' governing documents.
- (4) (a) A unit owner who is assessed a fine under Subsection (1) may request an informal hearing before the management committee to dispute the fine within 30 days after the day on which the unit owner receives notice that the fine is assessed.
- (b) At a hearing described in Subsection (4)(a), the management committee shall:
- (i) provide the unit owner a reasonable opportunity to present the unit owner's position to the management committee; and
 - (ii) allow the unit owner, a committee member, or any other person involved in the hearing to participate in the hearing by means of electronic communication.
- (c) If a unit owner timely requests an informal hearing under Subsection (4)(a), no interest or late fees may accrue until after the management committee conducts the hearing and the unit owner receives a final decision.
- (5) A unit owner may appeal a fine assessed under Subsection (1) by initiating a civil action within 180 days after:
- (a) if the unit owner timely requests an informal hearing under Subsection (4), the day on which the unit owner receives a final decision from the management committee; or
 - (b) if the unit owner does not timely request an informal hearing under Subsection (4), the day on which the time to request an informal hearing under Subsection (4) expires.
- (6) (a) Subject to Subsection (6)(b), a management committee may delegate the management committee's rights and responsibilities under this section to a managing agent.

(b)A management committee may not delegate the management committee's rights or responsibilities described in Subsection [\(4\)\(b\)](#).

(7) The provisions of this section apply to an association of unit owners regardless of when the association of unit owners is created.

HOA fee

A homeowner's association fee (**HOA fee**) must be paid monthly by condominium owners. **HOAs** collect these **fees** to assist with maintaining and improving properties in the association.

HOA fee due date

Current due date (grace period) is the 10th of each month. If paid through the AppFolio platform, HOA fees must be received no later than 11:59 PM on the 10th of each month to prevent any late fees from being assessed.

If HOA fee is paid with a bank or personal check (handwritten or through online bill pay), it must be received before 4:00 PM on the 10th of each month to prevent any late fees from being assessed. If the 10th falls on either a Saturday or Sunday, the check must be received no later than 4:00 PM on the immediately prior business working day.

HOA late fees and interest

Generally, if you don't pay your **HOA** dues, the association will **charge** you for: **late fees**, reasonable **costs** incurred in collecting the delinquent assessment (including attorneys' **fees** and court **costs**), and interest on all sums due.

A late fee of \$25.00 will be charged to any account whenever the HOA fee is received late. Any owed balance after the due date will accrue interest at a 18% annual rate of the total owing balance.

South 67 Condominiums

Community Policies

Rules and Regulations

Revised July 1, 2020

UNIT OWNERS' RESPONSIBILITIES

Unit Owner's Responsibility

In order to clarify areas of responsibility regarding the exterior appearance of the condominium unit, the Management Committee has established a policy that the following areas are the unit owner's responsibility for maintenance, repair, and/or replacement, if necessary. Specifically, these areas include, but are not limited to, the following: furnace/air conditioning units, exterior doors, door locks and knobs, windows, screens, doorbells, light fixtures controlled by unit owner's electrical circuitry, storage doors, patios, patio gates, patio shrubbery and trees, spigot and hose bibs.

Access to Units

The Declaration of Condominiums guarantees, to the Management Committee or its agents, the right to enter any unit in the event of an emergency or in order to make necessary repairs. Except in an emergency, when forced entry will be made, arrangements for entry shall be made in advance with unit owners and/or residents.

Access to Yards

Maintenance concerns make it necessary to enter yards from time to time. If access to your yard is necessary, every effort will be made to contact the homeowner prior to entry. An emergency situation could require entry to your yard without notification. If forced entry is required, all damages are the responsibility of the homeowner.

Asbestos Notice

There may be asbestos in the sprayed-on textured ceiling of some units, in varying degrees. Asbestos in your ceiling is not a problem until it becomes disturbed. If you have any questions, please call the Management Company.

Asbestos Removal Policy

South 67 Condominiums will not be held liable for the expense incurred in the removal of asbestos-containing ceiling materials within the unit, no matter what parties or events created the necessity for removal. If it becomes necessary for removal or containment of the asbestos ceiling materials, the unit owner **MUST** contain any material within the unit and **NOT walk it into the common areas of the hallways, etc. Failure to do so may result in a fine being assessed by the State, OSHA (Occupational Safety and Health Administration) or both, and the unit owner will be responsible for any and all expenses and fines.**

Broken Glass/Windows

All broken glass/windows should be repaired within 48 hours to maintain the integrity of the community's exterior appearance. After 48 hours, a written notice will be issued to the homeowner in requesting to make necessary repairs immediately. Failure to comply after 72 hours will result in a fine, as per the aforementioned fine schedule, as well as charging the costs of the HOA making repairs to the unit owner.

Common Plumbing Lines

The kitchen sinks in the upstairs and downstairs units share a common line. When a clogged drain occurs, the cost will be shared by both units. **NOTE:** Avoid putting potato peelings, for example, in the disposal as they have been a common cause for many clogged drains. Make sure to run sufficient water during and after use of your disposal. **ADDITIONAL NOTE: Refusal to pay the shared portion of the cost of repair will result in a fine to the respective unit owner, as per the fine schedule.**

Dryer Bucket

The dryer bucket must always have water in it during operation of the machine. This could become a fire hazard if not taken care of properly. If you do not have a dryer bucket, you may purchase one at a reasonable price from a hardware and/or appliance store or BetterVent Indoor Dryer Vent Kit (online). **NOTE: Dryers may NOT be vented through the roof or through a wall leading to the outside of the unit.**

Keys

Keys for the back-entry doors and storage area of each building, and/or the pool/racquetball court areas, may be purchased for \$20. A replacement key will cost \$50. Persons moving from the community must return all keys to the unit owner or transfer all keys to new buyers. Owners must be in good standing to have access to the community's amenities and the Association reserves the right to terminate access if an owner falls in arrears. Please note that an agreed-upon payment plan is considered in good standing.

LITTERING

DO NOT LITTER! This is your home. Please make sure to put trash in a trash receptacle instead of throwing it on the ground and leaving it for someone else to pick up. Please help maintain South 67 as a community of which you are proud to call home. Anyone seen littering will be asked to clean up the trash and will be issued a written warning. If necessary, residents who commit littering violations will be fined as per the aforementioned fine schedule.

COMMUNITY AWARENESS

All of our facilities are available for use exclusively by on-site residents and their invited guests. If you see someone who is not a resident or an invited guest using our facilities, please ask them to leave or report them to the Management Company.

FIREWORKS

At ALL times of the year, incendiary devices, firecrackers and fireworks are specifically prohibited anywhere within the boundaries of the community. **Non-compliance will result in an immediate maximum fine.**

Renting Units and Transfer of Ownership

Unit owners are responsible to the HOA for the strict observance of all rules and regulations by their renters, in accordance with Article XI, Section 11.1(d) of the Amended and Restated Declaration of Covenants, Conditions and Restrictions of South 67 Condominiums ("Declaration"). Unit owners should obtain a BCI check for prospective renters, along with references. Also, in accordance with Article XI, Section 11.1(d) of the Declaration, no Unit Owner may lease less than the entire Unit, and no Unit Owner is permitted to lease his Unit for transient or hotel purposes. **No short-term rentals are permitted at the South 67 Condominiums**, and all leases or rental contracts shall have a minimum lease term of six (6) months. All leases must be in writing, and **a copy of the lease or rental contract must be provided to the Association's Board or Property Manager within seven (7) days of occupancy of a Unit by a tenant or lessee.**

In the event of a sale or rental, the new owner or renter shall:

1. Obtain all keys from the previous or offsite owner.
2. Complete the Owner/Tenant, Vehicle, and Pet Registry (if applicable) forms, located in the back of the rules and regulations book. This information must be provided to the Management Committee within the first week of the move-in date for a new resident.
3. The unit owner is responsible for any repair inside the unit and patio area. Do not contact the Management Committee for repairs inside the unit. Renters should contact the unit owner for any repairs.

Replacement Windows

Installations for storm doors, replacement windows, storm windows, or patio doors on each unit require prior written permission from the Management Committee. Installation must not affect the architectural integrity of the complex. Such doors, windows, etc. are to be either the current color or white and must comply with the same size of the original pieces. **Covering the windows on the outside with plastic is PROHIBITED.**

Trash Removal

When disposing garbage, plastic bags are recommended. This will help prevent the wind and animals from spreading garbage throughout the community. **PLEASE MAKE SURE GARBAGE IS THROWN INTO THE DUMPSTER AND NOT LEFT SITTING OR SCATTERED ON THE GROUND AND LEFT IN HALLWAYS OF THE BUILDING OR THE PATIO OR BALCONY.** Failure to comply will result in a written warning and a fine, per the fine schedule. Residents or renters must arrange to have old appliances, carpeting/padding, mattresses, furniture, and similar items removed from the property because they will not be taken by either the Management Committee or its contractor. **DO NOT PLACE THESE LARGE ITEMS INTO OR BESIDE THE DUMPSTERS.**

Unhook Your Garden Hose

You must unhook your garden hose from the faucet in the fall, if you own or rent a ground-level unit with a yard. When winter sets in, the water in the hose could freeze and back up into the pipes, causing them to burst and flood your unit. If you or your renters fail to do this, any repair costs will be assessed at your expense. The outdoor water is shut off every year in October and turned on again in the spring (Apr-May, weather permitting).

Window Coverings

Draperies, curtains or blinds must be installed on all windows of the unit and must be maintained at all times. **BEDSHEETS, BLANKETS, OR RUGS ARE NOT PERMITTED AS WINDOW COVERINGS.**

South 67 Condominiums

Community Policies

Rules and Regulations

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GENERAL POLICIES

General Policies

Advertising and Soliciting

Among the reasons people purchase a condominium are the security and convenience it will provide. Therefore, the Management Committee prohibits any door-to-door solicitations and advertising.

The exterior of all buildings is defined as common ownership and no materials or signage should be fastened to the outside walls without written authorization of the Management Committee. This includes "FOR SALE", "FOR RENT" or "OPEN HOUSE" signs. Such signs must be displayed from the interior window of the unit or the patio, where applicable. Signs are not to exceed 18" x 24". "OPEN HOUSE" signs cannot be placed on any of the common areas for more than 24 hours. After 24 hours, they will be picked up and discarded.

Any resident observing any distributing and/or soliciting activities has the right to inform the party to leave the complex or the police may be called.

Notices may be placed on the corkboards in the clubhouse provided the Management Committee has approved such notices.

Balconies

Upper balconies must be kept in a neat, attractive condition. Certain items shall **NOT** be stored on the balconies and these shall include, but is not necessarily limited to the following:

1. Pets cannot be left unattended on balconies.
2. Pet waste is never allowed on balconies. Pets should **NOT** be allowed to use the balcony for this purpose, even if waste is immediately cleaned and removed.
3. Clothes, towels, swimsuits, rugs, bedding, and similar items shall not be hung from or over the balcony railing.
4. Bicycles, scooters, wagons, tricycles, baby carriages, or similar vehicles or toys, shall not be stored on balconies. Ladders or tools may not be stored on balconies.
5. Cardboard boxes, bundles of newspapers, and other paper products shall not be stored on balconies. Garbage shall not be left on balconies but must be disposed in the dumpsters.
6. Shades, awnings, or coverings for patios or windows will be permitted **ONLY** if they are color compatible with the color scheme of the complex. If such shades become ripped, torn, or ragged, they may require removal and must be removed upon written notice.
7. Hot tubs shall never be allowed on a balcony.

In addition to these designated items, the Management Committee may, from time to time, determine that other items may be considered unsuitable for the balcony area and will take the necessary steps to have them removed. A first offense will receive a written warning and fines will be assessed thereafter as per the fine schedule.

Barbeque Grills

The **Salt Lake County Fire Department** has issued the following ordinance regarding barbeque grills in condominiums:

Open Flame Cooking Devices (2015 IFC 308.1.4)

No person shall install or operate a stove, oven, or barbecue pit, whether portable, temporary or permanent, on the premises of multi-family dwellings, apartments, condominiums, located less than ten (10) feet from any portion of a combustible building, including but not limited to wall, decks, patios, arches or balconies

1. **Charcoal Grills:** No charcoal grills shall be kindled or maintained on combustible balconies or within 10 feet of combustible balconies when on ground floors.
2. **LP Gas Barbeque Grills:** LP-Gas barbeque grills with LPG containers having water capacities greater than 1 1/2 lb. LP-Gas capacities **shall not** be located on balconies above the first floor that are attached to a multiple family dwelling of three or more living units located one above the other.

Bulletin Boards

Bulletin boards in the buildings are for Management memos and lost and found information ONLY. **No homeowner should remove items from the bulletin boards unless they are the individual who posted them. To reiterate: NO SOLICITATION IS ALLOWED.**

Clubhouse Rental

The clubhouse is available for rental by on-site unit owners for private activities. The clubhouse is provided with a kitchenette. To reserve the clubhouse, contact the individual listed in the phone numbers section to check on availability of the space at least one week in advance of the planned event.

A contract form must be signed and a \$100 fee will be charged for use of the clubhouse (note: fee may be changed at any time by the Board of Trustees). A \$150 refundable security deposit is required to reserve the clubhouse. Rental is subject to the following:

1. No reservation is complete until the contract has been signed and the required deposit and fee have been paid.
2. Five days' notice for cancellation must be given or rental fee will not be refunded.
3. Swimming pool may NOT be reserved for the use of guests at private parties.
4. Due to fire regulations, a maximum of 40 people may be in the clubhouse at any one time.
5. The on-site owner who rents the clubhouse must be in attendance during the entire time and until the last guest has left.
6. The \$150 security deposit will be returned, providing that no damage occurs during the function, the clubhouse is left in clean condition, and the rules have been followed. The deposit may be forfeited for violation of the rental rules. Damages in excess of the deposit will be charged to the unit owner. Violations also are subject to fines per the fine schedule. Barbequing may be done 15' in front of the clubhouse but **NOT** in the pool areas. **DO NOT BLOCK** the sidewalk.
7. Nighttime parties must keep the noise level at a minimum so as not to disturb residents who live near the clubhouse. If valid complaints are received regarding excessive noise, the security deposit will not be refunded. Persons who create disturbances will be asked to vacate the premises. Clubhouse rental cannot exceed the time limit of 10 p.m.
8. Guests must park in the guest parking stalls and not along the curbs.
9. The Management Committee reserves the clubhouse one night a month for regular meetings. Owners attending meetings cannot record or videotape meetings. The Management Committee has the right to move to executive session if an owner refuses to not record or videotape.
10. No smoking is allowed in the clubhouse.

Persons who abuse the rental privileges may be denied future rental privileges for such period as the Management Committee may decide.

Lawful Purpose

No unit shall be used for any unlawful purpose and no unit owner shall do or permit any unlawful act in or upon their unit. Non-compliance will result in a fine according to the fine schedule.

Common Areas

Common areas are governed by the following rules:

1. Walkways, roadways, landings, and carports shall not be obstructed so as to cause inconvenience or to prevent their regular use. Visitors are to park in the uncovered spaces in front of the buildings and not in the owner assigned covered spaces. Residents and visitors are asked not to park in the handicapped parking spaces without proper permits.
2. **The Murray City Fire Department Code requires that NO DOORMATS** be allowed in the hallways. Upon periodic inspection by the Management Committee, any rugs found in the hallway will be removed and disposed of, the owner will be issued a written warning, and a fine assessed per the fine schedule. Residents may have the doormats inside the unit.
3. Owners and or their certified technicians may access the roof, at their own risk. No person shall be allowed on any of the fences in and surrounding the complex. The gas meter enclosures of each building are not to be used as storage or play areas.
4. No one is permitted in the waterways or boiler areas.
5. Security bars, grills, etc., are (not) permitted but ONLY if installed in the interior of the unit and any prohibited bars, grills, etc. will be removed at homeowner's expense.
6. Clothes, rugs, bedding, and similar articles shall not be hung from any of the landings, patios, balconies, trees, clotheslines, or other common areas or they will be removed at homeowner's expense.
7. Ventilators, fans, or air conditioning units shall not be used if capable of being seen from outside the unit or if they cause the roof system to be changed. As of October 25, 1999, installation of fireplaces and/or pellet stoves in any unit is forbidden with no exceptions, due to insurance liability.
8. No common electrical outlets may be used for heating, cooling, or lighting of a private nature within a given unit, without the prior written authorization of the Management Committee.
9. Pets shall not be permitted to be in the common areas unless they are carried or on a hand-held leash.

Non-compliance with these rules may result in a fine according to the fine schedule.

Community Awareness

All of our facilities are available for use by on-site residents and their invited guests only. If you see someone who you know is not a resident or invited guest using our facilities, please ask them to leave or report them to the Management Company. To assist in the security of your unit, it is recommended that you advise a neighbor if you expect to be away overnight or longer.

Fireworks

At ALL times of the year, incendiary devices, firecrackers, and fireworks are specifically prohibited anywhere within the boundaries of the community. Non-compliance will result in an immediate fine.

Insurance

The Declaration of Condominiums for South 67 requires the HOA to maintain insurance coverage that is to include not only the common areas but also the individual units. To avoid high premiums, the Association has implemented the following policies, effective July 1, 2020. This provides coverage for major problems but also keeps the Association insurance premium at a much lower rate, barring any legal issues.

Each homeowner has the responsibility to maintain a homeowner's policy in addition to coverage provided by the Association. Each owner shall be responsible for securing and maintaining insurance coverage on the interior of their unit and furniture, appliances, and all personal property they may have in or on their unit. We want to make certain those individual unit owners and their tenants understand that they, along with their insurance carriers, are primarily responsible to pay for damages sustained within the units. Unit owners are responsible to maintain, repair, or replace items that are pertinent to their unit. Therefore, claims for damages or losses that emanate from within the unit and are a result of an accident, negligence, or are caused by items that are the unit owner's responsibility to maintain, repair, or replace, are going to be included as part of the unit owner's responsibility to insure. This applies to rented or unoccupied units as well. Such coverage should include, but is not limited to, the following:

1. Personal liability
2. Personal property, improvements, betterments and special fixtures
3. Primary coverage - anything to the contrary notwithstanding, the insurance coverage of a unit owner or resident shall be primary and the insurance of the Association shall be secondary for losses that emanate from within their unit or from items that are their responsibility to repair and replace. All unit owners shall have a minimum coverage for \$25,000 added to their individual owner's policies.
4. If owners fail to maintain insurance, owner will still be responsible for the first \$25,000 on any claim arising from losses which emanate from within their unit or from items that are their responsibility to repair or replace.

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

Limited Common Areas The definition of limited common areas in the Declaration of Condominiums is as follows:

"The limited common areas shall consist of a one car carport for each of the units, such carports being located adjacent to the units as shown on the map, and the patios and balconies whenever shown on the map."

Hot tubs shall never be allowed in any limited common area.

Persons living in the lower level units have fenced areas surrounding their patios which also enclose certain planted areas. Such owners or residents are permitted to plant a garden as they deem desirable within that fenced-in area. Trees, shrubs, vegetables or any other plants should not be planted near the outside building wall, should not exceed the fence height and must be properly maintained/trimmed by the homeowner. Owners wishing to plant outside the fenced area

need written permission from the Management Committee. The Management Committee reserves the right to rescind that privilege or remove plants if they become unsightly. Residents will be notified, in writing, before plants are removed. Non-compliance may result in a fine according to the fine schedule.

Noise Control

The units are built in such a manner that noise is easily transmitted from one unit to another. In order to establish reasonable rules to control noise in the units and in the complex as a whole, the following rules are adopted:

1. Disposals, dishwashers, trash compactors, washing machines, and vacuums shall not be operated prior to 8 a.m. or after 10 p.m.
2. Radios, stereos, TV sets, and any home audio equipment and computers, shall be operated at a low enough volume AT ALL TIMES so as not to interfere with the quiet and peaceful enjoyment of other residents. If you have any complaints regarding improper observance of this rule, please notify the Management Committee, in writing, to begin the warning/fine process and/or call Murray City Police Department at: 801-840-4000.
3. Pianos, organs, brass and percussion instruments, and amplified instruments are not to be played prior to 8 a.m. or after 10 p.m. Stringed instruments may be quietly played at other hours unless or until a complaint is lodged with the Management Committee. All instruments shall be played at a volume sufficiently low so as not to interfere with other residents' quiet and peaceful enjoyment of their unit.
4. Residents and guests are expected to use reasonable and common sense in entering or leaving units or the buildings, as loud talking, heavy walking or running, slamming of doors, etc., can be heard in other units and may disturb the residents.
5. The halls of the buildings are a common area and are NOT to be used as playground space for children or pets.
6. Excessive noise in any area of the complex, including domestic violence, should be reported to the Murray Police Department at: 801-840-4000.
7. Move in and move out times are between 7 a.m. and 10 p.m. **Violation of the noise rule will result in a warning letter and a fine per the fine schedule.**

MURRAY, CITY CODE ORDINANCE

Chapter 8.16.010: PROHIBITED NOISE

It is unlawful for any person to willfully or with reckless disregard create the following noise disturbances within the City:

Disruption of Dwelling: To make, cause or permit any excessive noise which annoys, injures, or endangers the comfort, repose, health or safety of any neighborhood or person residing there in which, under the circumstances, would disturb a person of average and reasonable sensitivities.

Occupancy

No part of the condominium shall be used for any purpose except residential housing. Non-compliance may result in a fine, as per the fine schedule.

Parking and Vehicle Regulations

Everyone will be expected to follow all parking and vehicle regulations. Rules and regulations governing parking will be strictly enforced to ensure that all residents and their guests have

reasonable access to adequate and proper parking. Owners who lease or rent their units must ensure their tenants observe all parking regulations. **Vehicles in violation of any of the parking regulations are subject to fines or having the vehicle towed at the owner's expense.**

If you have a vehicle that will not be driven for **14 days or more**, and the vehicle is not in a carport, it must be parked off site or in **gated parking, which is available at \$40 a month. After 14 days, any car parked in the common area will be towed at owner's expense.**

- **Reserved Covered Parking Stalls:** Each unit owner has one (1) covered parking stall. Only one vehicle is allowed in the stall (i.e. NO motorcycle AND car/truck can be parked at the same time in the stall). Boats, snowmobiles, ATVs, or any type of trailer can be stored in the RV parking area or off site.

- **Parking stalls within the Association property** are designated for parking of standard size consumer-grade motor vehicles. Parking stalls within the Association may not be used for parking trailers, mobile homes, campers, ATVs, recreational vehicles, golf carts, boats, watercraft, boat trailers, machinery, heavy equipment, or large commercial vehicles or equipment, all of which must either be stored off site, or may be stored in the longterm parking area depending on availability and approval of the Board.

- **Parking stalls within the Association property are also designated for parking of one motor vehicle per parking stall**, and vehicles may not be parked across multiple parking stalls. Motor vehicles may not be parked in the red fire lanes or cross-hatched areas. Violation of this section may result in fines or towing at the owner's expense.

- **Residents whose vehicles drip oil** must obtain the required repairs to eliminate the spill and leak and will be required to clean up the spill. Failure to do so will result in a fine or the vehicle could be towed at the owner's expense.

- **Cars may not** be parked in the red fire lanes or cross-hatched areas.

- **Vehicles Allowed:** Notwithstanding the provisions above, campers, trailers, and motor homes owned by residents may be parked in the complex for a **MAXIMUM of 24 hours and ONLY** to provide time for cleaning and loading or unloading of such vehicles. Otherwise these vehicles should be stored off the South 67 property. An RV storage spot is available for a monthly fee of \$40. Please contact the Management Company for arrangements.

- **Traffic Rules:** There is a 15-mph speed limit, which is the maximum speed, and must be observed. All municipal traffic laws apply.

- **General:** NO major repair or painting of motorized vehicles such as cars, mopeds, scooters, etc., is allowed anywhere on property. Oil changes constitute major repairs. Washing vehicles is allowed only in the designated washing area (which includes the hose area north of the clubhouse).

- **All cars must be properly registered.** If the vehicle registration is expired, it must be renewed no later than one month after it has expired. Otherwise, the vehicle will be towed at the owner's expense.

Non-compliance may result in a fine as per the fine schedule, or towing as determined by the Board.

Patios and Yards

Patios and yards shall be maintained in a neat, attractive condition at all times. The fenced-in area is not for storage purposes and certain items shall not be stored, including but not limited to the following:

- Cardboard boxes, bundles of newspapers, garbage, and other paper products.
- Clothes, towels, swimsuits, rugs, bedding, tarps, and similar items shall not be hung from or over the fence.

- If resident chooses to put a lock on the gate, it is the resident's responsibility to remove the lock for scheduled maintenance. If the lock has to be broken in case of an emergency, it will be the resident's responsibility to pay for and replace the lock.
 - Pets are permitted in the fenced area in the lower units, providing their waste is picked up and properly disposed of immediately.
 - The prohibition on decorations on the exterior of any unit, on the balcony, fence, or on the building landings, is relaxed during the holiday season, beginning after Thanksgiving and continuing through January 5, at which time all decorations must be removed. **No decorations may be hung in the hallways of the buildings.**
 - Hot tubs shall never be allowed in a patio or yard area.
- Non-compliance may result in a fine as per the fine schedule.**

Pets

ONLY SMALL DOGS (under 30 pounds) ALLOWED AT SOUTH 67 CONDOMINIUMS

The Declaration of Condominiums states:

Animals: No livestock or poultry of any kind shall be raised, bred, or kept in any unit or in the common area. Only household pets (dogs and cats) may be kept in units, subject to observance of rules and regulations adopted by the Management Committee.

Each owner may own a **maximum of two (2) pets, NO EXCEPTIONS!!!!** All pets must be registered with the Management Committee.

Beginning March 1st 2022, Homeowners/Tenants moving in who have pets must petition the Management Committee, in writing, before pets will be allowed on the premises. The Management Committee will discuss acceptability of each pet, on a case by case basis and owner will be notified in writing.

All pets must be registered and licensed with the Murray City Animal Control Department and inoculated as required by law. Murray City does not allow more than 2 dogs in any residence at any time.

Pet violations are one of the two most violations subject to fines. If you have more than three (3) pet violations IN ONE TWELVE-MONTH PERIOD, you may be required to remove your pet from the premises.

SMALL DOGS ONLY allowed to live in the South 67 Condominium complex as of March 1st2022. Dogs **MUST** be under 30 pounds AT FULL GROWTH. Please keep verification, if you have a large dog, with the date when a large dog began to live at South 67 Condominiums. You may be asked to verify this.

South 67 was designed as an apartment type, multiple living dwelling. If your dog barks when you are not home, this may be an intrusive situation on your neighbors. Be aware of your neighbors and your pet's needs, especially when you are not home to supervise your pet. Please make sure your pet is taken care of and all pet rules are strictly obeyed.

Nuisance: Your pet will be allowed to reside in your unit as long as it is not a nuisance. Actions which will constitute a nuisance and have a fine assessed, include, but are not limited to, abnormal or unreasonable crying, barking, scratching, digging, or unhygienic conditions and off-leash pets.

1. Residents must remove all excess offspring as soon as practicable, in any event, no later than twelve weeks after birth.
2. **DO NOT FEED STRAY CATS.** It attracts rodents and is a general pest problem. Stray pets may be removed from the property by the No More Homeless Pets organization.
3. The clubhouse, pool, and tennis court are strictly off limits to all pets under all conditions with no exceptions. A dog run is available behind the tennis court for off-leash pets. Owners are responsible for pet waste while using the dog run.
4. Each pet owner must take precautions to prevent their pet from frightening or threatening residents or guests. Pet owners are fully responsible for personal injuries and/or property damage caused by their pets.
5. Owners who permit their renters to have pets are responsible for ensuring that all pet rules are observed. Owners are responsible for any damages and fines caused by the pets of renters.
6. **All pets must be registered, by law, and licensed with the Murray City Animal Control Department and inoculated as required by law.**
7. **Pets must always be on a leash and under control of a responsible adult when outside of the unit.** Pets may not be tethered or tied to any pole, tree, or other structures in any part of the common area. No pet in the common area may be left unattended. **Pets running loose will be immediately turned over to Murray City Animal Control (801-264-2671).**
8. **AT ALL TIMES, PET OWNERS MUST PICK UP THE DROPPINGS OF THEIR PET AND DISPOSE THEM IN A PLASTIC BAG IN THEIR OWN UNIT OR IN THE DUMPSTER.**
9. Pets are not allowed in the hallways to be unattended. Dirt and stains caused by pets are the responsibility of the owner to clean up or owners will have to pay to have hallways cleaned, repaired, or replaced.

Non-compliance with any of the pet rules will result in a fine per the fine schedule and/or notification that the pet must be removed from the property.

Satellite Dish Policy

Effective 7/01/2020, no satellite dish will be permitted to be installed at South 67 Condominiums. All others which are in use will be grandfathered in until the building's roof is scheduled to be replaced.

Sheds

No sheds or any other permanent structures installed after July 1, 2006, shall exceed the height of the existing fence line. All other existing sheds above fence height will be grandfathered in, beginning July 1, 2006. Those sheds must be maintained in an attractive and appealing way and in accordance with the color scheme of the building. Worn roof siding materials, unpainted or faded wood surfaces, or sheds in a state of unsightly disrepair may be deemed by the Management Committee as not properly maintained. Sheds deemed as such must be brought into compliance or removed at owner's expense within 60 days of receipt of notice from the Management Committee. Non-compliance may result in a fine according to the fine schedule.

Smoking-South 67 Community Policy

The Utah Indoor Clean Air Act (UICAA) is designed to protect Utahns and visitors from exposure to the harmful effects of secondhand smoke. In general, smoking is prohibited in all enclosed indoor places of public access and publicly owned buildings and offices UC 26-38-3(1). Outside smoking designated areas are not allowed within 25 feet of building entrances, exits, air intakes, or windows. For extinguishing cigarettes only or similar smoking products and devices, see the reference to the 25-foot prohibitions in R392-510-9(1)(2). In Utah, all laws regarding secondhand smoke produced by cigarettes also apply for the emissions caused by electronic cigarettes, e-cigarettes, or personal vaporizers.

The laws (UTAH CODE ANN. Section 78-38-5 and UTAH CODE ANN. Section 78-38-1) regarding smoking in public places are becoming more complex.

Smoking is NOT PERMITTED in the common areas of the South 67 Condominium grounds.

Common areas include:

- Hallways inside the buildings
- Clubhouse party room, restrooms, showers
- Racquetball and tennis courts
- Pool and surrounding pool areas

Storage Areas

Storage lockers are assigned to owners who do not have a yard. The storage areas provided are to be kept in a neat and orderly manner. **DO NOT STORE VALUABLES IN THE STORAGE LOCKERS AS THEY CANNOT BE SECURED PROPERLY.** The Management Committee is not responsible for lost or stolen items.

FLAMMABLE LIQUIDS SHALL NOT BE STORED IN THE STORAGE AREAS DUE TO INHERENT FIRE HAZARDS. THEY WILL BE REMOVED IF DISCOVERED.

Food supplies in the storage areas are strictly prohibited due to the potential of insect and rodent infestations.

Anything left in the common space of the storage area and not in lockers will be disposed of immediately.

Swimming Pool and Recreational Facilities - Users Assume the Risk

Any persons using the recreational facilities do so at their own risk and sole responsibility. The HOA does not assume responsibility for any accident, injury, or occurrence in connection with the use of the South 67 Condominium facilities. Annual pool opening is Memorial Day weekend. Pool closing will be done at the discretion of the board, weather permitting.

Swimming Pool

1. The pool is for the use of on-site residents and their guests only. **Non-resident owners are not permitted to use the pool.**
2. Residents must always accompany any guest and are responsible for any damage incurred.
3. Each unit is permitted to have a maximum of four (4) guests in the pool area at any one time, provided they are in good standing (i.e. dues are paid in full and there are no outstanding fines, etc.) Owners who are on a valid payment plan also are in good standing.
4. **State law requires that no one under the age of 18 shall use the pool without an adult in attendance.**
5. The pool is open between the hours of 9 a.m. and 10 p.m. daily.

6. **PLEASE always shower before** entering the pool.
7. Anyone entering and using the pool will wear clothing designated as swimming gear. Cutoffs and jeans are specifically prohibited.
8. Children who are not potty trained must wear swimmer's diapers in the pool and pool area.
9. **NO GLASSWARE** and alcoholic beverages are permitted in the pool area due to the inherent danger of broken glass.
10. Bicycles, skateboards, roller skates, etc., are not permitted within the fenced pool area.
11. **NO PETS** are ever permitted within the pool area at any time of the year.
12. No boisterous or rough play, lewd behavior, or profane or obscene language shall be permitted in the pool area.
13. Some pool furniture is provided. You may bring your own pool furniture. The use of air mattresses or floats is not allowed if they interfere with other tenants' use of the pool. Exceptions to this rule are waist or arm floats for children.
14. The swimming pool may not be reserved for private parties.
15. Do not throw coins or other objects into the pool as they may damage the filter. Anyone doing so will be denied use of the pool.
16. **NO SMOKING rules apply** in the pool area.

Non-compliance with these rules may result in a fine and/or all pool privileges denied permanently.

Tennis and Racquetball Courts

The tennis and racquetball courts are available for use by on-site residents and their guests daily from 8 a.m. until 10 p.m. **Non-resident owners are not permitted to use the tennis and racquetball courts.** A resident must accompany any guest. Appropriate rubber-soled shoes, excluding black-soled shoes, must always be worn on both courts. No food or drink is allowed on either court. Lights must be turned off in the racquetball court when not in use. **NO SMOKING rules apply to both courts.** No bicycles, skateboards, roller skates, etc., are allowed in the tennis or racquetball areas.

Non-compliance to these rules may result in a fine and/or all court privileges taken away permanently.

South 67 Condominiums

Community Policies

Rules and Regulations

Revised July 1, 2020

FORMS

SOUTH 67 HOA OWNER/TENANT INFORMATION FORM

UNIT ADDRESS:

Please complete this form and return it as soon as possible

OWNER(S) ON TITLE _____

Is this a corporation? Yes No

CONTACT PERSON(S) _____

MAILING ADDRESS _____

CITY, STATE, ZIP _____

PHONE NUMBER(S) () _____ () _____

EMAIL _____

I am ON-SITE Owner This is an INVESTMENT/RENTAL Unit

This is unrented SECOND HOME Selling on a Contract or Rent-To-Own

If someone other than owner(s) listed on the Title occupies the unit, please list their names and phone

numbers: NAMES _____

PHONE NUMBER(S) () _____ () _____

Please complete this next section if you have employed a property manager/property management company to manage this unit:

I employ a property manager/property management company? Yes No

I want all HOA correspondence & statements sent to... MANAGEMENT COMPANY

MYSELF

OTHER _____

MANAGEMENT COMPANY _____

MANAGER _____

MAILING ADDRESS _____

CITY, STATE, ZIP _____

SOUTH 67 HOA VEHICLE INFORMATION FORM

Please supply the following information for the unit you own:

The Homeowners Association requests your vehicle information for record keeping purposes.

Please call South 67 Property Management with any questions: 801-743-6900

UNIT ADDRESS:

VEHICLE 1

Vehicle Owner _____ Contact Phone Number # _____

Vehicle Year _____ Make _____ Model _____ Color _____

Vehicle Licensed State _____ Vehicle License # _____

VEHICLE 2

Vehicle Owner _____ Contact Phone Number # _____

Vehicle Year _____ Make _____ Model _____ Color _____

Vehicle Licensed State _____ Vehicle License # _____

VEHICLE 3

Vehicle Owner _____ Contact Phone Number # _____

Vehicle Year _____ Make _____ Model _____ Color _____

Vehicle Licensed State _____ Vehicle License # _____

I have read and agree to follow the South 67 Parking Policies _____

SOUTH 67 HOA PET REGISTRY FORM

As a resident of South 67 Condominiums who plan on keeping a pet, I hereby agree to abide by the following rules concerning pets and to any changes to these rules as they may be revised by the HOA Board of Trustees.

Pets must be registered through the South 67 HOA. This must be done prior to bringing any pet into the community. Any owner who doesn't register their pet/s will face additional fines. As per governing documents only 2 (two) **pets per unit** are allowed (2 dogs or 2 cats or 1 dog & 1 cat).

Pets (Cats & Dogs) found running loose will be turned over to Murray City Animal Control.

When a pet is taken outside of the unit, it must be carried on a leash in the custody of a responsible person, who will not allow the pet to defoul the lawn or the planted areas. All pet owners shall **at all time pick up droppings of their pet** and dispose of them in his own unit or the dumpster.

NO PET WILL BE ALLOWED IN THE CLUBHOUSE OR POOL AREA.

Any pet that becomes a nuisance or causes undue annoyance will not be permitted to remain on the premises. A ten-day written notice will be sent to the owner stating that the pet must be removed.

Unit _____ Name _____

I have read and agree to follow the South 67 pet policies _____

Pet Description

Cat _____

Dog _____

Other _____

Name of Pet _____ Breed _____

Age of Pet _____ Weight _____ Color _____

Parvo _____ Rabies _____

License No _____ Other _____

Vaccinations _____

South 67 HOA Approval _____ Date _____

SOUTH 67 HOA CLUBHOUSE RENTAL AGREEMENT

Rental Fee: \$100.00 Security Deposit: \$150.00

Reservation Date _____ Reservation Time _____

Homeowner Name: _____ Unit Number _____

Please make both payments in separate checks. The rental fee will be deposited and the security check will be shredded or it will be returned to you after your event.

The South 67 Clubhouse will be rented to residents only. The resident must be in attendance during their function, at all times. The following rules apply to anyone renting the clubhouse.

1. Reservation must be made and rental fee/deposit paid seven days in advance.
2. The clubhouse may not be reserved more than three months in advance.
3. Clubhouse rental is defined as rental of the inside of the clubhouse.
4. The rental fee and security deposit are refundable, if cancellation is given five days in advance of the rental date.
5. If notification of cancellation of rental date is not received within five days, the rental fee and security deposit are non-refundable.
6. The resident is responsible for the conduct of all guests and is personally liable for any damages. No activity should last beyond 10:00 PM
7. Damages will be deducted from the security deposit for any needed repair or any item replacement. If the deposit is insufficient to cover damages, the resident will then be held liable and billed directly for any additional costs incurred.
8. The security deposit is intended to cover both damages to the building and inventory, as well to insure the area is left in a clean and orderly condition.
9. Resident is responsible for ensuring that guests park in the proper areas and not in the street, when attending clubhouse functions.

Signature _____ Date _____

Murray City Animal Control

5624 South 300 West

Murray, Utah 84107

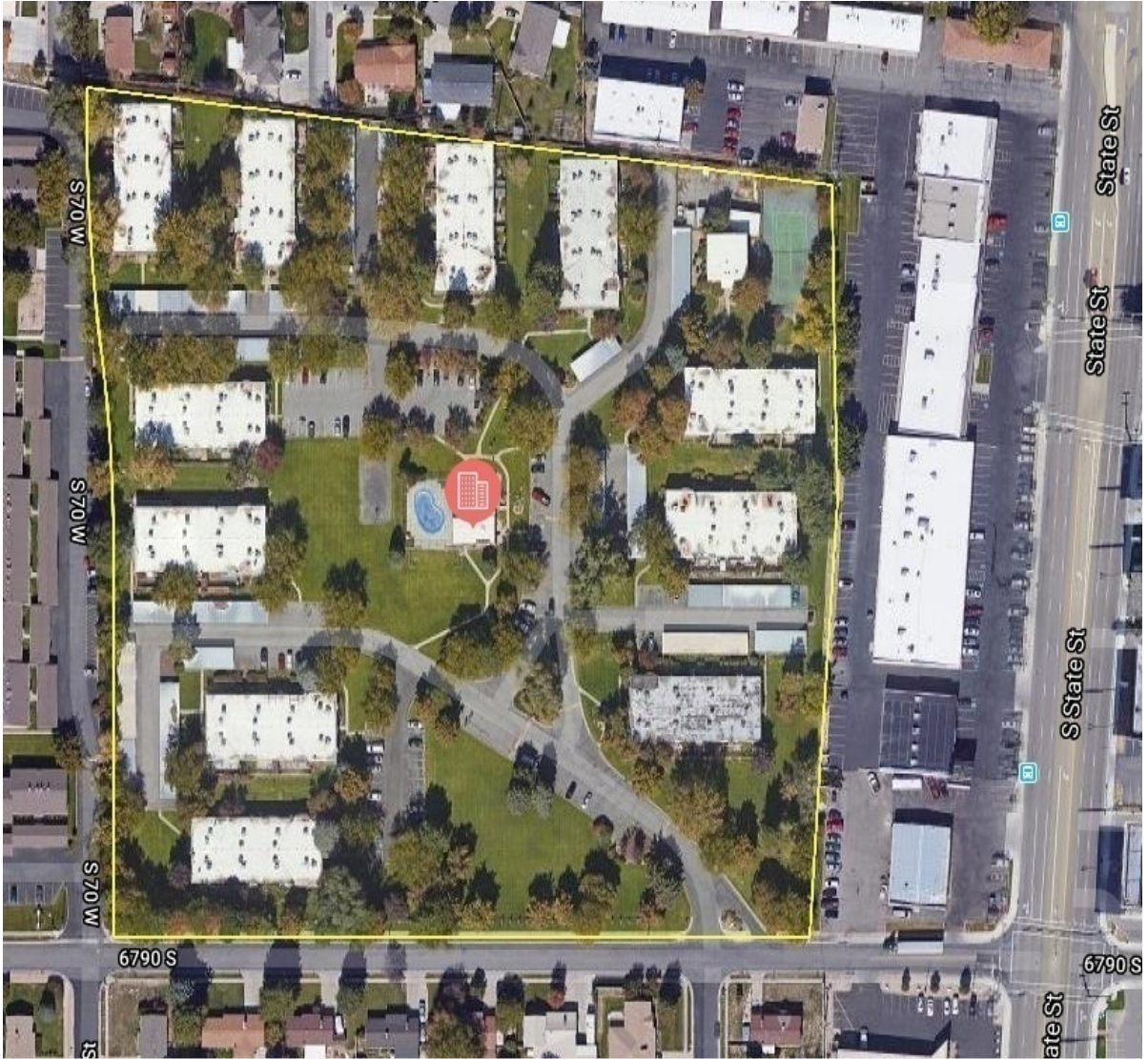
(801) 264-2671

Murray City Animal Control would like you to be aware of some facts that will help you take better care of your pet and help protect you from legal difficulties. Please take time to review these facts with your family.

- Cats, dogs must have a current rabies vaccination that must be administered by a licensed veterinarian
- All dogs, cats and other animals must be contained under actual physical control at all times.
- A **maximum** of 2 dogs, 2 cats, or any one of 2 is allowed at any residence.
- You cannot keep a found animal. You must turn it into the shelter. If you are interested in adopting the animal, and it is not claimed by its owner, you will be allowed to adopt the animal at a reduced rate if you have a qualified home. Most sections of the Animal Control Ordinance state whoever has “care, custody or control,” which means that someone other than the owner can be held legally responsible for the animal’s actions.

The nuisance section of the Animal Control Ordinance makes it illegal for animals:

- to defecate on public/private property
 - to cause unsanitary conditions
 - to cause damage to property, or injury to other animals or people
 - to “bark, whine or howl...in an excessive, continuous or untimely fashion”
 - to be dangerous or offensive to the public.
-
- Female animals in heat must be confined in a secure building or enclosure at all times. We strongly encourage spaying and neutering of all domestic pets to prevent unplanned and unwanted animals.
 - Fences and enclosures designed to contain or restrain pets must be kept in good repair.
 - Restrictor and venomous type snakes are illegal.
 - An animal does not have to make physical contact to constitute an attack.
 - All animal bites must be reported immediately.
 - Traditionally accepted farm animals (such as rabbits, chickens, etc.) are still considered farm animals and are not considered household pets.
 - The owner or person having charge, care, or custody of an animal is legally responsible for injury or damages done by an animal.
 - Impound fees start at \$\$ per animal. Boarding fees pertaining to an impound start at \$\$ per day.
 - Pets should not be left unattended for long periods of time, especially if you will be away overnight. It is better to leave the pet with a responsible person rather than having someone just checking on the animal. Animals can be impounded if an owner cannot be contacted when their animal is involved in a serious matter.



Are you Remodeling or Renovating?

You are subject to State and/or Federal Regulations requiring inspection for asbestos.

Avoid Penalties \$\$\$ and Delays: Have your project inspected for asbestos by a state certified asbestos inspector before commencing work.

It is illegal to improperly disturb some asbestos-containing materials.

Asbestos can be found in these common building materials: ceiling textures, vinyl floor coverings and mastic, boiler and pipe insulation, ceiling tile, roofing products, clapboard shingles, and many other building materials. Many of these materials are regulated; a certified asbestos inspector can determine which materials contain asbestos and which are regulated.

For **ALL** renovating projects:

- Structures/components to be disturbed **must be inspected for asbestos.**
- Buildings of any age may contain asbestos; even those newly built may have asbestos containing materials.
- Asbestos-containing materials that are regulated or may become regulated **must be removed by a certified asbestos removal contractor** before they are disturbed by renovating activities.
- A **written notification** to Utah DAQ (Division of Air Quality), payment of a notification fee and **two-week waiting period** may be required before the removal of large amounts of regulated asbestos-containing materials.
- Regulated asbestos-containing waste material must be disposed of at an approved asbestos waste disposal site.

Demolitions, Destructive Salvage, House Moving

You are subject to State and/or Federal Regulations **even when there is NO asbestos.**

Prior to Demolition:

- **Inspection:**The building must be inspected for asbestos by a state certified asbestos inspector. Contact Utah DAQ (Division of Air Quality) for a current list of Asbestos Inspectors.

- **Notification of Demolition** form must be submitted to the Utah DAQ, even if no asbestos was found during the inspection.