

# **SPECIAL RULES**

**AS ADOPTED BY THE DAKOTA LOFTS CONDOMINIUM ASSOCIATION  
BOARD OF DIRECTORS**

**FOR THE**

**Dakota Lofts Condominium**

## INTRODUCTION

Operation of the Dakota Lofts Condominium Association is governed by the following documents:

- Condominium Ownership Act, codified at Sections 57-8-1 through 57-8-36, Utah Code Annotated. (Act)
- Bylaws of Dakota Lofts Condominium Association adopted January 15, 1997. (Bylaws)
- Declaration of Covenants, Conditions and Restrictions for Dakota Lofts Condominium, December 1996. (CC&Rs)
- Dakota Lofts Condominium Rules (Rules), Initiated August 6, 2001, as amended.
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The adoption of Association Rules is authorized by the Bylaws (Para. 4.2) and the CC&Rs (Para. 5-9 and 9-20)

The major objectives of the Rules are to:

- Augment the Bylaws and CC&Rs by providing detailed operating instructions regarding the operation of the Association.
- Achieve a high degree of consistency and fairness regarding the administration of Association affairs.
- Promote openness on the part of the Board of Directors by documenting those processes and administrative procedures related to Association business.

If there is a conflict between the Rules and other governing documents, namely the Bylaws and CC&Rs, the Rules are subordinate.

As soon as practical after the adoption of a Rule, a copy will be sent to each owner.

The purpose and general format of this document was approved by the Association Board of Directors at a regularly scheduled meeting on December 1, 1998. The initial Rules were approved by the Association Board of Directors at a regularly scheduled meeting on August 6, 2001.

**RULES**  
**Dakota Lofts Condominium Association**

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<b>Number</b>	<b>1</b>	<b>Subject</b>	<b>Collection Process for Delinquent Assessments</b>	
<b>Related References</b>		<b>Bylaws:</b>	6.4	
		<b>CC&amp;Rs:</b>	4.3, 6.6, 6.8, 7., 13.3	
<b>Initial Board Approval Date</b>		August 6, 2001	<b>Latest Revision Date</b>	

1. The property management service will generate and mail statements to each property owner, or their designated agent, prior to the first day of each month, covering the prior months' utility charges and the current months' assessment charges.
2. Payment is due on the first day of each month, and is considered delinquent if not paid within 30 days after the due date.
3. A late fee/collection charge of \$25 per month will be assessed to all delinquent accounts.
4. Any account with a balance due of more than \$200 and delinquent over 15 days (thus 45 days from the due date) will have a notification sent to the owner (not agent) advising the owner that the Association will place a lien on the property within 30 days if not paid, with all costs associated with the lien and foreclosure also being assessed to the property owner.
5. Any account with a balance due of more than \$200 that is not paid within 75 days of the initial due date (thus 45 days delinquent), will be referred to the Association's attorney for immediate processing of lien documents in accordance with the CC&Rs. All costs associated with this action will be separately tracked and will be assessed to the delinquent property owner.

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<b>Number</b>	<b>2</b>	<b>Subject</b>	<b>PARKING</b>	
<b>Related References</b>		<b>Bylaws:</b> <b>CC&amp;Rs:</b>	3.2, 9.4, 9.9	
<b>Initial Board Approval Date</b>				

*(March 4, 2002 revisions are italicized).*

1. *There are no spaces provided for "Visitor Parking".*
2. Parking in a designated "Loading Zone" area is limited to 30 minutes duration.
3. Vehicles must be parked within the defined striped parking area and not extend out to become an impediment to the orderly movement of other vehicles.
4. No storage of any kind is allowed in a parking stall – only the vehicle.
5. Owners and tenants are responsible for keeping parking stalls free of any fluids leaking from their vehicle. Cars leaking fluids onto the floor will not be allowed in the parking areas until necessary repairs are made to the vehicle and any contamination has been cleaned from the floor.
6. *The Association has no liability for damage to any vehicle parked on Association property.*
7. **Any vehicle parked in violation of the above regulations, or in another tenant's assigned space without authorization, is subject to being towed without notice, at the owner's expense.** *(This may be administered by contacting the Property Manager to call the authorized towing company).*
8. *Five additional (second) parking spaces will be made available to owners on a rental basis, in accordance with the following procedure.*
  - A. *The additional spaces will be made available to interested owners on a lottery basis as they become available. To bid on a space, the owner must be "in good standing" with the association (meaning current on all association payments).*
  - B. *Owners must agree to retain the space a minimum of one year, and the space rental will continue thereafter until notification is given in writing to the Property Manager to terminate the rental, or until the property is sold.*
  - C. *Only one additional space per unit.*
  - D. *A rental charge of \$50 per month will be added to the monthly billing for those who have the extra space. (The rate for the upcoming year will be reviewed each September by the Board of Directors, and owners with rental spaces will be advised in October of any rental rate changes for the upcoming year).*
  - E. *Initially, a letter will be sent to all owners advising them of the availability and procedure for applying for a space. Thereafter, the property manager will maintain a listing of all applicants, with any owner eligible to add their name to the list at any time. As spaces subsequently become available, the property manager will present the list to the Board of Directors and the Board will make a fairly administered lottery selection. (Members of the Board are eligible to be included in the lotteries).*

*F. When an owner sells their property, the rental is terminated and goes up for a new lottery. The rented parking spaces are non-transferable by owners.*

*H. The rented spaces may not be used for "in-and-out" commercial parking.*

*I. Assigned unit numbers will be posted on each space, with a general sign stating "NO UNAUTHORIZED PARKING – Violators Will Be Towed At Owners Expense".*

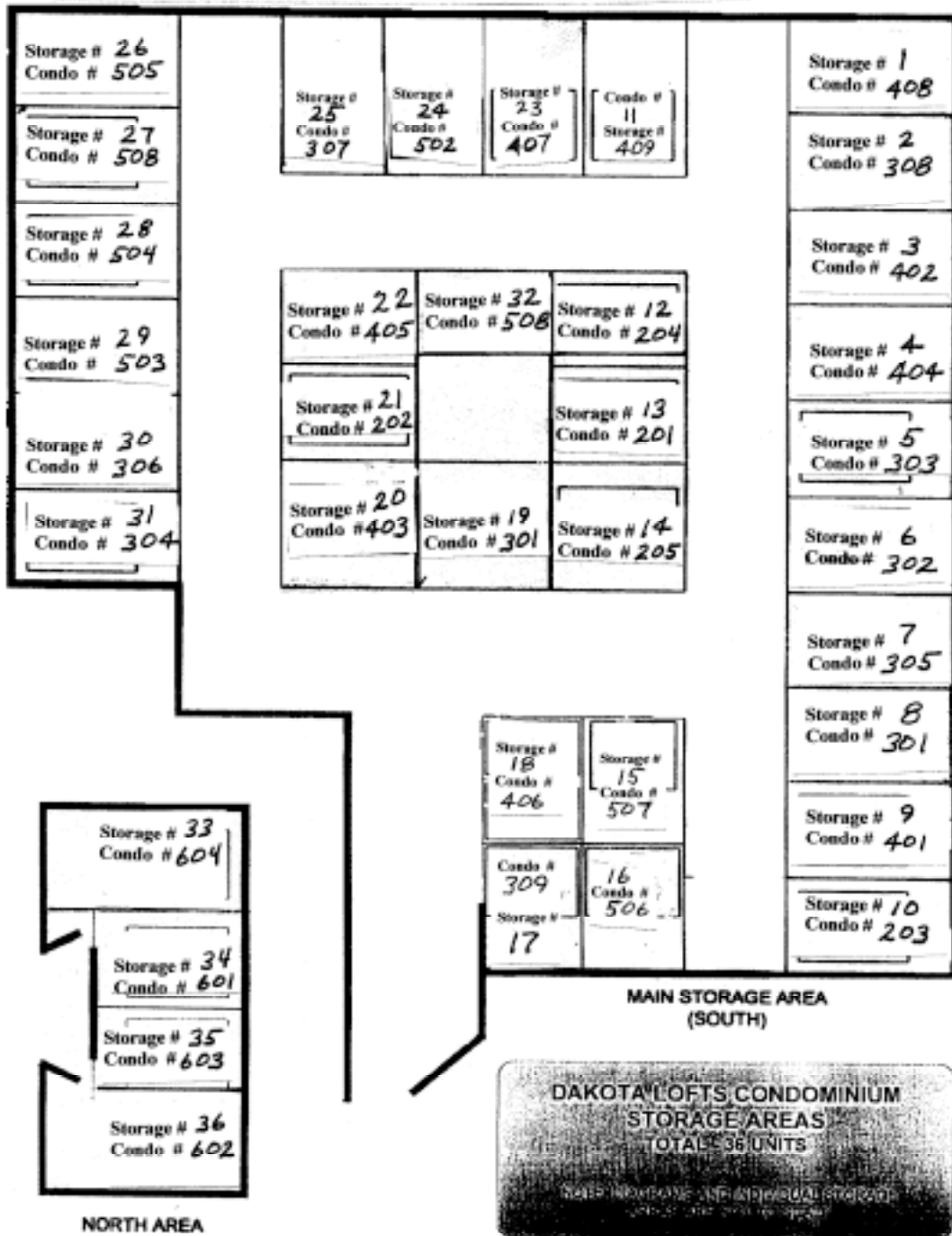
*J. As with all assigned parking spaces, vehicles parked in these spaces must conform with the defined parking rules; the Association is not liable for any damage; and the assigned owner is responsible for monitoring the space from unauthorized parking.*

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<b>Number</b>	<b>3</b>	<b>Subject</b>	<b>STORAGE UNITS</b>	
<b>Related References</b>		<b>Bylaws:</b>		
		<b>CC&amp;Rs:</b>	3.3, 5.8	
<b>Initial Board Approval Date</b>	August 6, 2001		<b>Latest Revision Date</b>	

1. Each condo unit is assigned one storage unit in the basement for their exclusive use. Assigned units are identified on the attached diagram (DL Storage Assignments).
2. These units must be maintained in a neat and orderly manner and cannot be used for storage of hazardous, flammable, perishable, noxious, toxic or otherwise dangerous or objectionable materials.
3. Security of materials stored in these units is the sole responsibility of the unit owner/tenant, with the Association having no liability for lost, stolen or damaged material.
4. Material cannot be left in the hallways of the storage area. Such material will be immediately removed and disposed of, without notice.
5. The Association retains the right to enter, at any time, any unit for purposes of property maintenance access, or to dispose of any unauthorized materials stored within a unit.

DAKOTA LOFTS STORAGE UNIT ASSIGNMENTS - Rule # 3



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<b>Number</b>	<b>4</b>	<b>Subject</b>	<b>PETS</b>	
<b>Related References</b>		<b>Bylaws:</b>		
		<b>CC&amp;Rs:</b>	9.12	
<b>Initial Board Approval Date</b>		August 6, 2001	<b>Latest Revision Date</b>	

1. A fee of \$50 may be assessed to the unit owner if the owner or tenant does not clean up the fecal matter from his pet, or does not keep his pet on a leash, while on condo common areas. Repeated violations may result in authorization being withdrawn for the owner to maintain a pet on the premises.

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<b>Number</b>	<b>5</b>	<b>Subject</b>	<b>OWNER/OCCUPANT DIRECTORY</b>	
<b>Related References</b>		<b>Bylaws:</b> <b>CC&amp;Rs:</b>	9.13, 15.16	
<b>Initial Board Approval Date</b>				

1. The Property Management Service, acting on behalf of the Association, shall maintain a current listing of the owner and the current tenant of each unit, along with a current home telephone notification number and an emergency notification number.
2. Failure of owners to comply with the notification requirements (per CC&R Para. 9.13 and 15.16) may result in an assessment of a penalty charge of \$50.

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<b>Number</b>	<b>6</b>	<b>Subject</b>	<b>BUSINESS SUPPORT SERVICES</b>	
<b>Related References</b>		<b>Bylaws:</b>		
		<b>CC&amp;Rs:</b>	9.16	
<b>Initial Board Approval Date</b>	August 6, 2001		<b>Latest Revision Date</b>	

1. Any business operation, as authorized in Units 101 and 201 through 205, cannot use the Association's common services or common areas for business support, and must independently provide for whatever support services and facilities are required for their business.

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<b>Number</b>	<b>7</b>	<b>Subject</b>	<b>BALCONIES</b>	
<b>Related References</b>		<b>Bylaws:</b>		
		<b>CC&amp;Rs:</b>	15.17	
<b>Initial Board Approval Date</b>		August 6, 2001	<b>Latest Revision Date</b>	

1. Owners are responsible and liable for the actions and safety of anyone using their balconies, with the Association having no liability for any damages to property or persons for actions on a balcony.

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<b>Number</b>	<b>8</b>	<b>Subject</b>	<b>SPECIAL AUTHORIZATIONS AND VARIANCES</b>	
<b>Related References</b>		<b>Bylaws:</b>		
		<b>CC&amp;Rs:</b>	9.21	
<b>Initial Board Approval Date</b>	August 6, 2001		<b>Latest Revision Date</b>	

1. All requests for deviations to the established CC&Rs, Bylaws and Rules must be made in writing by the property owner to the DL Board of Directors, and must be very specific in the details of the request for deviation. The DL Board of Directors will review the request at the next regular meeting, and will either approve, reject, or request further information, on the request. All communication back to the property owner will be in writing. All such reviews shall be included in the minutes of the meetings.
2. Only by a written letter from the DL Board of Directors may an authorization be granted to a property owner by the DL Condominium Association.
3. The property manager shall maintain a permanent record of all special authorizations given to property owners in response to requests for deviations to the established CC&Rs, Bylaws and Rules. Such authorizations may be for signs, for alterations to a condo, etc. The record shall be maintained in the following format.

UNIT NO.

DATE APPROVED

SPECIAL AUTHORIZATION DEFINITION

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<b>Number</b>	<b>9</b>	<b>Subject</b>	<b>SECURITY</b>	
<b>Related References</b>				
<b>Bylaws:</b>				
<b>CC&amp;Rs:</b>				
<b>Initial Board Approval Date</b>	August 6, 2001	<b>Latest Revision Date</b>		

1. Security of the overall property is the responsibility of each owner and tenant.
2. All secure doors and gates within the common areas are to be securely closed upon entering or exiting. This specifically applies to the doors in the upper and lower lobby areas, which are never to be left open for moving, etc.; as well as the doors leading to the fire escape/garbage chute.

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<b>Number</b>	<b>10</b>	<b>Subject</b>	<b>DISREGARD OF RULES</b>	
<b>Related References</b>		<b>Bylaws:</b>		
		<b>CC&amp;Rs:</b>	4.3; 6.1; 6.2; 6.6; 6.8	
<b>Initial Board Approval Date</b>		August 6, 2001	<b>Latest Revision Date</b>	

1. Disregard of rules may result in assessments to the property owner of up to \$50 per day of violation, by authorization of a majority of the Board of Directors.
2. Property owners will be given at least one notification in writing advising of the violation and giving a deadline for compliance, before any charge may be assessed.
3. Property owners may be assessed for violations by their tenants.

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<b>Number</b>	<b>11</b>	<b>Subject</b>	<b>Ethics and Standards of Conduct</b>	
<b>Related References</b>		<b>Bylaws:</b>		
		<b>CC&amp;Rs:</b>		
<b>Initial Board Approval Date</b>	March 4, 2002		<b>Latest Revision Date</b>	

1. **APPLICABILITY:** The tenets expressed herein are applicable to the following:
  - A. Dakota Lofts Condominium Association (DLHOA) Board of Directors.
  - B. Agents of the DLHOA Board of Directors (e.g. Property Management Company).
  - C. Vendors supplying goods or services to the DLHOA.
  
2. **PURPOSE:** To define a positive statement on how Association business is to be conducted, whereby directors, employees, vendors or agents of the Dakota Lofts Condominium Association receive no special favors as a result of their relationship with the Association, and no financial gain other than as formally authorized by the Association.
  
3. **COMPLIANCE:** Violation of these guidelines is cause for immediate dismissal of the offending party from the Board or, if an Agent or Vendor, termination of any further business with the Association.
  
4. **GUIDELINES:**

The overall guiding principle to conducting Association business is to avoid any impropriety, and also the APPEARANCE of any impropriety

  - A. Business Conduct: All business is to be conducted in accordance with best business principles and utmost business ethics. No special consideration shall be given to any favored individuals or companies.
  - B. Gratuities: Any special services, gifts, memberships, or other favors tendered as a result of the individuals relationship with Dakota Lofts Condominium Association is prohibited. (i.e. free beverages or food from the restaurant, or special considerations from the other businesses).
  - C. Adherence to rules: Board members will diligently comply with the CC&R’s, Bylaws and Special Rules of the Association.
  - D. Full disclosure on a timely basis: The Board will make full and timely disclosure of Board proceedings and relevant Association business to unit owners, except where such disclosure might be harmful to the Association. (i.e. Board meeting minutes will be maintained and available for review by unit owners. Potential risks to the Association (such as legal strategies) will be disclosed as soon as possible)
  - E. Privacy of Association business, unit owners and tenants: All Board members and agents will maintain strict confidentiality of all Dakota Lofts activities, owners, tenants, legal proceedings, financial information, records, procedures, meetings – other than to those who have a right to the information.
  - F. Fair, impartial and consistent application of CC&R’s, Bylaws and Special Rules: Provisions of the CC&R’s, Bylaws and the Special Rules will be applied equally and consistently to all unit owners and tenants. (e.g. Liens for failure to pay monthly assessments must be filed promptly for all offenders and in accordance with established procedures.)