

CEDARBEND HOMEOWNERS ASSOCIATION

RULES, REGULATIONS, AND POLICIES

March 11, 2021

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The Board of Trustees ("Board") for the Cedarbend Homeowners Association, a Utah nonprofit corporation ("Association") hereby adopts the following Rules, Regulations, and Policies ("Rules") as authorized by Section 4.03 (renumbered to 4.04 via Third Amendment to the Declaration) of the *Amended and Restated Declaration of Covenants, Conditions and Restrictions of Cedarbend Townhomes a Planned Residential Unit Development* ("Declaration") and Section 8.1 of the *Bylaws of Cedarbend Homeowners Association* ("Bylaws") for the benefit of the Association, the Owners, and all residents, tenants, guests, and invitees (collectively referred to herein as "Guests"):

The major objectives of the Rules are to:

- Supplement the Declaration by providing detailed governing instructions regarding the operation of the Association.
- Achieve a high degree of consistency and fairness regarding the administration of Association affairs.
- Protect all residents and help ensure the quiet use and enjoyment of their property.
- Enhance property values at Cedarbend Townhomes ("Project" or "Property").
- Promote openness on the part of the Board by documenting those processes and the administrative procedures related to Association business.

Unless given a different meaning herein, capitalized terms shall have the same meaning and effect as used in the Declaration or Bylaws. As abbreviated herein, "CA" shall mean and refer to "Common Areas"; and "LCA" shall mean and refer to "Limited Common Areas".

I. GENERAL RULES AND REGULATIONS

Subject	Rule and Regulation	Fine Amount (as applicable)
	<p>Owners are responsible for the conduct of their Guests and will be held responsible for any fines or damage resulting from or caused by their Guests.</p> <p>Any costs incurred by the Association in enforcing these Rules shall become an Individual Assessment against the Unit whose owner or Guest is responsible for or otherwise caused the violation or damage.</p>	
Contact Information	Each Owner must provide Association management with their mobile phone number, email address, and postal address.	See General Fine Schedule

II. NUISANCES, NOISE, SMOKING, SPEEDING, SIGNS

Noise	Too much noise or traffic in, on, or about any Unit, LCA, or CA especially after 10pm and before 7am, or excessive use of outside speakers or amplifiers.	See General Fine Schedule
Offensive or Noxious Activities	No noxious or offensive activities shall be carried on, in, or about any Unit, LCA, or CA, nor shall anything be done or placed on or within any Unit, LCA, or CA which interferes with or jeopardizes the quiet enjoyment of other residents or which is a source of annoyance to other residents.	See General Fine Schedule
Smoking	Smoking is prohibited throughout the CA. Smoking is allowed inside of Units or on Unit patios and enclosed backyard areas if the smoke does not create a nuisance for adjoining residents under Utah law and as determined by the Board. Smoking includes the inhaling, exhaling, breathing, carrying, or possession of any lighted cigarette, cigar, pipe, electronic cigarette, or other product containing any amount of tobacco, or other similar heated, smoldering, or lit product.	See General Fine Schedule
Illegal Drugs	The use, manufacture, and/or selling of illegal drugs is prohibited throughout the Project.	\$250 Fine
Unlawful Activity	No other unlawful activities shall be carried on in, on, or about any Unit, LCA, or CA.	\$250 Fine
Intimidating or Threatening Behavior	The intimidation of or threatening behavior or words towards other residents, Board members, or Association management is prohibited.	\$250 Fine (initial offense); \$500 Fine (every other offense) If police are called, an additional \$100 fine may be levied.
Speeding	Vehicles of any type shall not exceed 10 MPH within the Project.	\$100 Fine
Signs/Banners/Flags	Signs, banners, and the like may not be placed or maintained in the CA or in a LCA or Unit window that is visible from outside the LCA or Unit except for (i) one (1) "For Sale" or "For Rent" sign placed in the window of a Unit; (ii) a sign required for legal proceedings; (iii) a temporary (less than 48 hours) congratulatory sign like: "It's a Girl", "Happy Birthday", etc.; (iv) a home alarm sign, but only if affixed to a Unit window or door. <ul style="list-style-type: none"> Nothing herein shall prevent the display of the U.S. Flag so long as it is placed within a Unit or LCA and it is in compliance with applicable U.S. Flag display laws. See U.C.A. §57-24. 	See General Fine Schedule
Fireworks and Explosives	Fireworks and explosives are prohibited within the Project	\$250 Fine
Pest Control	Pest control inside of a Unit is the responsibility of an Owner. The HOA may require an Owner to service the inside of his/her Unit when the HOA reasonably believes that the Unit has pest control issues.	If the Unit is not treated within 14 days of the HOA's request, a \$150 Fine may be levied and

		the fine may continue to be levied every 10 days thereafter until remedied.
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III. UNIT RENTALS

Leasing Agreement	Upon request of the Association, a copy of any lease agreement between an Owner and tenant shall be delivered to the Association.	\$100 Fine every 10 days
Leasing Term	Units may only be leased for a minimum initial term of at least three (3) months.	\$500 Fine per month
Short Term Leasing Advertising	The advertising of any Unit for a period of less than three (3) months is prohibited.	\$100 Fine
Single Family Occupancy	Units must be occupied by a single family. This requires that Units be leased to individuals related by blood, adoption, or marriage, or up to three (3) unrelated individuals.	\$500 Fine per month
Tenant Information	Upon request of the Association, an Owner shall send the Association the names, phone numbers, email addresses of all adult tenants, and any other information requested by the Association.	\$100 Fine per month
Entire Unit	If you lease your Unit, you must lease the entire Unit. Dormitory sleeping arrangements are prohibited.	\$250 Fine per month

IV. PETS/ANIMALS

Responsibility Liability	Owners are solely responsible (including financially for damages or injury) for the behavior and actions of their pets/animals and their Guest's pets/animals.	Violators are subject to fines (as per below) plus costs of any repairs
Indemnity	Owners shall indemnify the Board and the Association and hold them harmless against any loss or liability of any kind arising from animals or the animals of their Guests.	
Number per Unit	Up to two (2) common household pets are allowed per Unit. Common household pets include: dogs, cats, birds, and fish.	\$25 Fine per month per pet
No Breeding	Animals may not be kept or bred for commercial purposes within the Project.	See General Fine Schedule
Leash	Dogs shall be leashed whenever outside of a Unit unless the dog is within the enclosed backyard of the Unit. Other animals must be under the owner's physical control outside of a Unit or outside of the enclosed backyard of the Unit.	See General Fine Schedule
Pick-Up	Animal feces shall immediately be picked up by the pet's owner or controller and be disposed of in a sanitary manner. This includes backyard areas.	See General Fine Schedule
Aggressive Behavior	Animals shall not be aggressive or threatening towards other residents or animals.	See General Fine Schedule
Excessive Barking	The excessive barking or whining of other noise making of animals is prohibited.	See General Fine Schedule

Removal of Animals	The Association may remove any animals from the Project who violate any of the foregoing Rules or who pose a risk to other residents or property.	
Service Animals	Reasonable accommodations for service animals will be made by the Association as required by applicable fair housing laws. Reasonable accommodations must be approved in advance by the Board.	See General Fine Schedule

V. PARKING

General Parking	Parking is limited throughout the Project. As a result, the Association strictly enforces its parking rules and regulations.	
Commercial or Recreational Vehicles	No trucks larger than 1-ton, box trucks, trailers, or recreational vehicle (campers, boats, motor homes, off-road vehicles, motorcycles, and the like) shall be permitted to be parked overnight or for any period longer than 24 hours anywhere in the Project	See General Fine Schedule
Authorized Areas	Vehicles may only be parked in authorized areas	See General Fine Schedule
Vehicle Registration	All residents must register their vehicle with the Association. Vehicles are to be registered through the Association's online portal. Owners are responsible for the registration of their tenants' vehicles.	See General Fine Schedule
Oversized Vehicles	Vehicles must be able to fit in their driveways without extending into the street	See General Fine Schedule
Guest Parking	<p>All guests must have a guest parking pass in order to park in the guest parking spaces. Guest parking passes are available with Association management. Failure to have a guest parking pass may result in the vehicle being towed.</p> <p>Phases 1 and 2 have guest parking areas that may not be used by residents – only guests.</p> <p>Phase 3 will have a guest parking area that may be used by residents, subject to an annual payment of \$50 to the Association.</p>	See General Fine Schedule
Street Parking	Parking is prohibited in, on, or upon the streets within the Project, including any public streets like 3000 North.	See General Fine Schedule
Towing	<p>The Association has retained the services of a towing company to enforce the Association's parking rules and regulations who has discretion to determine vehicles that are in violation.</p> <p>Any vehicle parked or stored within the Project in violation of any of the Association's rules, the Declaration, or any applicable laws is subject to towing or booting at the vehicle owner's expense.</p>	<p>Tow truck company fees for vehicles that are towed or booted shall be paid by the vehicle's owner.</p> <p>(Any towing Fees are separate from and in addition to any fines levied by the Association)</p>

	(Notwithstanding the associated fines or towing process set forth herein, if a violating parked or stored vehicle creates an emergency hazard or blocks another resident from access to his/her parking space, the Association may have the vehicle immediately towed.	
Association not Responsible	All parking within the Project is done at the risk of the vehicle's owner. The Association shall not be responsible for any damage, theft, or the like to any vehicle.	
Vehicle Repairs	Vehicles that are in a non-operative condition, unlicensed, or in an extreme state of disrepair may not be parked within the Project except within a garage. Vehicle repairs and maintenance may only be performed within a Unit garage.	See General Fine Schedule
Oil Stains	Oil stains and related problems shall be the Owner's responsibility.	See General Fine Schedule

VI. TRASH & GARBAGE

Trash	Each resident is responsible for the removal of all the trash and refuse from his/her Unit and Lot.	See General Fine Schedule
Trash Container	Each Unit has its own trash container. Lost, damaged, or stolen containers are the responsibility of the Owner.	See General Fine Schedule
Dump Fees	In addition to any levied fines, any costs incurred by the Association for a violation of the foregoing trash and garbage rules shall be passed on to the violating resident, including any costs to take abandoned or responsible items to the dump.	

VII. PATIO AND BACKYARD AREA

Grills	No charcoal or other open flame grills or devices are permitted on patios within 10 feet of the building (they may be prohibited altogether if requested by the Association's insurance policy)	See General Fine Schedule
Clean	Patios and backyard areas shall be kept clean and tidy, including from pet waste. Any plants should be maintained in a healthy condition and trimmed.	See General Fine Schedule
Owner Responsibility	Owners are responsible for damage caused by soil or water that overflows from plantings	See General Fine Schedule
Association Costs	Any costs incurred by the Association in enforcing the foregoing rules shall be passed on to the violating Unit and its resident. Fines are in addition to these costs.	

VIII. INSURANCE

Property Policy	The Association's master property insurance policy covers the buildings and the permanent fixtures within the Units as outlined in the policy and the Act.	
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Owner Responsibility	Owners are responsible to pay the deductible of the Association's policy when their Unit is damaged under an insured loss. If the damage does not exceed the deductible, Owners are responsible for the damage. Owners individual insurance policies should have coverage up to the deductible of the Association which is \$10,000.	
Restoration Companies	In event of an insured loss to a Unit, Owners should use a restoration company or contractor recommended by the Association. (Contact Manager to get this information)	\$200 Fine
Reporting	Damage sustained to a Unit that is insurable under the Association's master property policy must be reported to the Association within 24 hours.	\$200 Fine

IX. ARCHITECTURAL GUIDELINES

Unit Maintenance	Units and LCA shall be maintained in a clean and tidy condition	See General Fine Schedule
Association Approval	Owners must receive the prior written approval from the Association before commencing any work that would change the exterior appearance of a Unit or Lot. Pursuant to Section 8.02 of the Declaration, such request requires plans and specifications showing the nature, color, kind, height, materials, and location of the improvement.	\$250 Fine every 10 days
Structural Modifications	Structural Modifications are prohibited	\$500 Fine per month
Other Architectural Requirements	Owners must adhere to and follow all other architectural guidelines and standards set forth in the Declaration.	\$250 Fine per month

X. MAINTENANCE

The maintenance obligations and responsibilities as between the Association and the Owners are provided on Addendum A to this document.

XI. PAYMENT AND COLLECTION OF ASSESSMENTS

1. Monthly assessments are levied monthly by the Association and are due and payable on the first day of each month.
2. Other assessments are levied as needed by the Association and as outlined in the Declaration.
3. There is hereby levied a late charge against any assessment account for any assessment which is not paid in full within fifteen (15) days of the date such assessment was first due; and such late charge shall be THIRTY DOLLARS (\$30); and said late fee shall accrue each month until the assessment is paid in full.

4. If any assessment remains unpaid by an Owner for more than sixty (60) days from the due date for its payment, the Association may send a notice to the Owner indicating the amount due, including notice of the late fees and interest. Delinquent notices from Association management shall incur a fee up to \$60.

5. If any assessment remains unpaid by the Owner for more than ninety (90) days from the due date for its payment, the Board may turn it over for collection to the Association's attorney ("Attorney") who may file suit for a money judgment, unless the Board, after recommendation by Attorney, determines that lien foreclosure is advisable under the circumstances. In such cases, the Attorney may file a lawsuit for a money judgment, for foreclosure, or for both a money judgment and foreclosure, as permitted by applicable law.

6. All legal fees and costs incurred in the collection of a delinquent account shall be assessed against the delinquent Owner regardless of whether a lawsuit is filed, or foreclosure is commenced, and shall be collected as an Individual Assessment as provided in the Bylaws, the Declaration, and/or the Act.

7. The Association may also, in the discretion of the Board, take further action in the collection of unpaid Assessments permitted by the Association's governing documents or applicable law, including, but not limited to, loss of voting rights; the termination of utility services paid for by the Association out of assessments; and access to and use of recreational and service Common Areas available to Owners and, after giving notice and an opportunity to be heard, terminate the rights of any Owners to receive such benefits or services until the correction of any violation covered by such rule has occurred, including payment in full of all outstanding Assessments.

XII. ENFORCEMENT PROCESS

1. **Complaint.** A resident may file a written complaint with the Board or Association Manager regarding a violation of the Declaration, Bylaws, or Rules by another Owner or Guest. The written complaint shall include (i) the name of the alleged offending resident; (ii) a description of the offending behavior including date(s) and time(s); and (iii) whether or not contact has been made with the alleged offending resident.

2. **Investigation.** After receiving a complaint, the Board or Association Manager may investigate the complaint and determine if it is valid. If the Board or Association Manager witnesses a violation, they may proceed to #3 below.

3. **Violation and Notice.** If the Board believes that a violation has occurred or is continuing to occur, the Board shall send a warning (notice of the violation) to the responsible Owner. The notice will provide that the Board may assess fines against the Owner if: (1) the

violation is repeated within the next 1-year period of time, or (2) a continuing violation is not cured. If the violation is a continuing violation, then the notice shall give the Owner at least 48 hours to cure the violation.

4. **Fines.** The Board may impose fines outlined above if the violation is repeated anytime within the next 1-year period of time or if the violation is not cured or ceased within the time specified in the notice described in paragraph 3. For continuing violations remaining uncured, fines may continue to be levied as provided herein or as directed in the notice from the Association, but no more frequently than every 10 days.

5. **Hearing.** The responsible Owner has the right to request an informal hearing with the Board within thirty (30) days from the date the notice is provided to the Owner stating that a fine has been assessed by the Association. If requested, the Owner may present testimony or evidence regarding the violation at the next Board meeting.

Repeat Violations

As provided above, the Board may impose fines outlined above if the violation is repeated anytime within the next 1-year period of time. Owners who repeat any violation during this time period are not entitled to an additional hearing, regardless of whether or not the Owner participated in a hearing as a result of the first violation. For such repeat violations, the Board may automatically begin fines as outlined above.

Continuous Violations

A continuous violation is a violation that continues uninterrupted until the violation is remedied or corrected. If a violation is a continuous violation, the notice of violation will provide a deadline of at least 48 hours for the violation to be cured. Fines will be levied for continuous violations remaining uncured at the deadline as set forth in the notice or as provided herein, but no more frequently than every 10 days.

Other Legal Remedies

1. **Board Actions.** In addition to levying fines, action by the Board may include, but need not be limited to:

- i. Seeking injunctive or declaratory relief action against any alleged offending Owner, Guest, or other occupant of the Owner's property; and/or
- ii. Taking immediate legal action, as the Board finds reasonably necessary, to stop conduct which it determines is in violation of the Declaration, Bylaws, Rules, or applicable state or federal law.

2. Alternative Resolution. Nothing herein shall preclude the Board president, a designated Board member, or any other person so authorized by the Board from first attempting to resolve a matter either by an informal meeting or telephone call with, or email or warning letter to the alleged offending owner.

Owner Responsibility for Tenants, Guests, Invitees, etc.

Owners shall be responsible for the conduct of and the violations of any renter, tenant, invitee, guest, or family member who violates any portion of the Declaration, Bylaws, or the Rules, including but not limited to, paying all fines or costs imposed by the Association as a result of the renter, tenant, invitee, guest, or family member's actions or behavior. All renters and tenants are jointly and severally liable for violations and resulting fines or costs.

GENERAL FINE SCHEDULE

Except where a specific amount is listed above for a specific violation, fines will be levied as per the following general fine schedule for violation of any rules, regulations, policies, or provisions of the Declaration as follows:

Fines Per Occurrence

- | | |
|---|-----------------------|
| • <u>1st Offense:</u> | <u>Warning Letter</u> |
| • <u>2nd Offense:</u> | <u>\$50 fine</u> |
| • <u>3rd Offense:</u> | <u>\$100 fine</u> |
| • <u>4th Offense:</u> | <u>\$200 fine</u> |
| • <u>5th Offense and every additional offense:</u> | <u>\$500 fine</u> |

Fines for Continuous Violations

- 1st Offense: Warning Letter and Opportunity to Cure of at least 48 hours;
- If not cured within the deadline (of at least 48 hours), a fine of \$50 may be levied;
- If not cured within 10 days of levying the \$50 fine, an additional \$100 fine may be levied;
- If not cured within 10 days of levying the \$100 fine, an additional \$200 fine may be levied;
- The \$200 fine may continue to be levied every 10 days thereafter until the violation is cured, up to the statutory maximum of \$500 per month per individual violation.

If the same continuous violation is repeated anytime within the next twelve (12) months, the fine shall be \$200, and the \$200 fine may be repeated every 10 days until the violation is cured.

BE IT FURTHER RESOLVED that:

1. The foregoing Rules, Regulations, and Policies are hereby adopted by the Management Committee.
2. A copy shall be sent to each Owner.
3. Each Owner shall be responsible for notifying any Guests of the rules, regulations, and policies contained herein.

Date: 3-11-21

ATTEST:



President, Cedarbend Homeowners Association

ADDENDUMS

A. Maintenance Chart

Addendum A

Cedarbend Homeowners Association

MAINTENANCE CHART

This chart details the division of responsibility for maintenance and repair of property between the Association and the Owners. Note that in all cases, damage in a common area, limited common area, or structure which is caused by an Owner or the Owner's guests, tenants, invitees, etc. shall be repaired at the expense of the Owner.

	EXTERIOR BUILDING	HOA	OWNER	NOTES
1	Roofs	x		
2	Siding, stucco, brick and shutters	x		
3	Lighting fixtures (front porch, garage, patio)		x	
4	Windows, frames, glass, and screens		x	
5	Window wells (if any)		x	
6	Foundation	x		
7	Soffit and Fascia	x		
8	Address numbers	x		
9	Rain gutters and down spouts	x		
10	Exterior doors, frames, hardware, and doorbell		x	
11	Screens, screen doors, storm doors		x	
12	Garage doors and openers	x	x	<i>Association to paint garage; Owner to otherwise maintain it, repair it, and replace it.</i>
13	Handrails		x	
14	A/C and pad		x	
15	Hose bib, spigot, faucet serving a Unit		x	
16	Weather stripping		x	

	INTERIOR	HOA	OWNER	NOTES
1	Attic		x	
2	Circuit breakers		x	
3	Fireplace		x	
4	Water heater		x	
5	Furnace		x	
6	Phone/cable lines		x	
7	Plumbing		x	If pipe serves a single Unit = Owner [If pipe serves multiple Units = HOA]
8	Smoke alarms, carbon monoxide detectors, alarm systems		x	
9	Floor coverings		x	
10	Walls, bearing interior and partition		x	
11	Sheetrock/Wallboard		x	
12	Insulation		X	
13	All other parts of the Unit		x	

	GROUPS	HOA	OWNER	NOTES
1	Common Area sidewalks	x		
2	Driveways		x	
3	Fencing around the Project perimeter	x		
4	Fencing around Unit backyard areas		X	
5	Private streets and guest parking	x		
6	Sprinkling system in common areas	x		
7	Sprinkling system in front yard areas	X		
8	Patio		x	
9	Lawn, flowers, trees, and shrubs in common areas	x		
10	Lawn, flowers, trees, shrubs on lots in front yard	x		Unless installed by Owner, in which event Owner shall be responsible.
11	Lawn, flowers, trees, shrubs on lots in backyard		x	
12	Snow removal, private roads and CA sidewalks	x		
13	Snow removal driveways		X	
14	Snow removal patios and front stoop		X	
15	Community Signage	x		
16	Street lights	x		
17	Storm drains	x		
18	All semi-permanent items installed in lot by an Owner		x	

	OTHER	HOA	OWNER	NOTES
1	Trash collection		X	
2	Pest control, common areas	X		
3	Pest control Unit backyard areas		X	Unless expressly assumed by HOA
4	Pest control inside of Units		X	
5	Sewer pipes	X		Only the portion serving more than 1 Unit
6	Sewer pipe		X	Serving a single Unit

** Unless specifically deemed herein or in the Declaration to be an Association maintenance obligation, the maintenance obligations shall be fulfilled by Owners, unless expressly assumed by the Association.