

# HAWK HAVEN TOWNHOMES OWNERS ASSOCIATION

## COMMUNITY RULES ASSESSING FINES

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### 1 FINES

- 1.1 **Fines; Authorization.** The Board of Directors (“Board”) for the Hawk Haven Townhomes Owners Association is authorized to assess a fine against lot owners who violate provisions in the community association’s declaration, bylaws, or rules and regulations (collectively referred to herein as “Rules”). The assessment of a fine shall be in accordance with the provisions of the Utah Community Association Act, Utah Code Annotated, section 57-8a-208, the provisions of these community rules, and the rules and regulations adopted by the Board.
- 1.2 **Written Warning of Violation.** Before assessing a fine, the Board shall provide a written warning of the violation to the lot owner informing the lot owner that a fine will be imposed if the violation is not cured as stated in the written warning. The written warning shall:
- (a) describe the violation;
  - (b) state the Rule or provision of the governing documents that the lot owner’s conduct violates;
  - (c) state that the board may, in accordance with the Utah Community Association Act, Utah Code Annotated, section 57-8a-208, assess fines against the lot owner if (i) the violation is not cured (within the time required for a continuing violation), or (ii) if a similar violation is committed again within one year after the day on which the board gives the lot owner the written warning or assess a fine against a lot owner; and
  - (d) for a continuing violation, state a time that is not less than 48 hours after the day on which the Board gives the lot owner the written warning by which the lot owner shall cure the violation.
- 1.3 **Repeat Violations.** If a violation is temporarily cured or stopped, but the same violation is repeated by the same lot owner or their tenant within one year from the date a written warning is first served or fine is assessed on the lot owner or tenant, the Board shall not be required, prior to assessing a fine or an additional fine, to serve another written warning upon the lot owner or tenant within the one year period, but may rely upon the notice provided in the first written warning.
- 1.4 **Time to Cure.** For a continuing violation, the violation must be cured within a time that is not less than 48 hours of the written warning that is delivered to the lot owner or the tenant, unless

such time period is extended by the Board for good cause. The member of the Board or their agent that serves the written warning on the lot owner shall write on the notice the (a) date and time the written warning was served on the lot owner or tenant, and (b) the date and time by which the violation must be cured (if the violation is a continuing violation). If a lot owner repeats the violation within one year after receiving the written warning or fails to cure a continuing violation within the time required but less than one year after receiving the warning, the lot owner may be assessed a fine.

- 1.5 **Fines.** The Board may assess a fine against a lot owner if (a) within one year after the day on which the Board gives the lot owner a written warning, the lot owner commits another violation of the same rule or provision identified in the written warning, or (b) for a continuing violation, if the lot owner does not cure the violation within the time period that is stated in the written warning. If the violation is fully and completely cured within the time provided in the written warning, and is not repeated within one year of the time the written warning is first served on the lot owner, no fine may be assessed by the Board.
- 1.6 **Additional Fines.** The Board may, without providing an additional written warning, assess an additional fine against a lot owner each time a lot owner (1) commits a violation of the same rule or provision within one year from the day on which the board assesses a fine against a lot owner for a violation of the same rule, or (2) allows a violation to continue for 10 days or longer after the day on which the management committee assesses the fine. Additional fines shall be assessed according to the amount stated in the Rules for multiple violations.
- 1.7 **Manner of Providing Written Warning and Fine.** The written warning of a violation of the Rules of the association and the written notice of a fine imposed by the Board may be provided to the lot owner in any one or more of the following ways:
  - (a) Delivering a copy to the lot owner personally; or
  - (b) Sending a copy through first class mail, certified or registered mail (at the discretion of the Board), addressed to the lot owner at his or her place of residence, in which case an additional 48 hours shall be allowed to cure the violation; or
  - (c) Leaving a copy with a person of suitable age and discretion at the lot owners lot; or
  - (d) Affixing a copy in a conspicuous place on the lot; or
  - (e) If the person committing the violation is a tenant of the lot owner, by delivering a copy to the owner and the tenant residing in the lot in any manner described in the preceding four subparagraphs.
- 1.8 **Non Lot Owner Occupied Lots: Renters & Guests.** In cases where the lot is not occupied by the lot owner and the violation of the Rules is committed by a tenant residing in the lot, the lot owner shall be responsible for the failure of the tenant to cure a violation of the Rules. Lot owners are ultimately responsible for the activities of any person who resides in, visits, or in any

manner uses their lot and the common area. Any fine assessed against a tenant or lot owner shall be joint and several liability of the tenant or lot owner as authorized in UCA § 57-8a-208. Because tenants are subject to the provisions of the Community Rules, they are also subject to fines in the same manner as a lot owner. If a tenant violates a Rule, both the tenant and the lot owner may be served a written warning as provided above. It shall be the responsibility of the lot owner to see that the Resident cures the violation within the time allotted. Failure of the lot owner to have the Resident timely cure the violation shall subject the lot owner to the fine as provided herein as if the lot owner committed the violation.

- 1.9 **Board Action.** Any action by the Board involving a written warning or a notice of fine may be taken by the Association's managing agent or by any officer of the Board if so authorized or later ratified by a quorum of the Board, consisting of 50% or more of the Board present at a meeting either in person or by telephone conference, or if not present at a meeting, members consenting to the action after conferring with other members of the Board.
- 1.10 **Violations for Which a Fine May be Assessed.** A fine may be assessed for the violation of a provision in the Association's Rules, any amendments thereto, or for a rule describe in Exhibit "A", which is attached and incorporated by this reference. The list of violations of a rule or regulations listed on Exhibit "A" may be modified by the Board pursuant to their power to enact rules governing conduct within a project as contained in the Community Association Act, Utah Code Ann. 57-8a-101 et seq. Exhibit "A" may be used to incorporate provisions in the Rules for which a violation may be assessed. For Rules which are not set forth in the attached Exhibit "A", the amount of each fine shall be the amount set forth in Exhibit "A".
- 1.11 **Continuous Violations.** Each 10-day period during which a violation of the governing documents of the Association, the Rules of the Association, or the rules listed on Exhibit "A", continues after the time period expires during which the lot owner is required to cure the violation, constitutes a separate violation and is subject to a fine in the amount listed in Exhibit "A". The violation of a provision in the Rules or a provision listed on Exhibit "A", which is temporarily cured within the time period required in the written warning, but which is repeated or violated again within one year of the date the original written warning was served or fine was assessed, is deemed to be a continuous violation for which another written warning is not required to be served.
- 1.12 **Amount of Fines.** The amount of a fine for a violation of the governing documents or the Rules or the provisions listed on Exhibit "A", shall be in the amount listed on Exhibit "A".
- 1.13 **Late Fees on Fines not paid.** Fines not paid within 10 days of their due date shall accrue interest at the rate of 1% per month until paid and a late fee of \$25.00 for each month the fine remains unpaid. An additional late fee shall be assessed for each and every 30 day period the fine remains unpaid after it is due. No interest or late fees may accrue until 10 days after a hearing (if requested by the lot owner) has been conducted and a final decision has been rendered by the Board.
- 1.14 **Protesting the Fine.** A lot owner or tenant who is assessed a fine may request an informal

hearing to protest or dispute the fine within 30 days from the date the fine is assessed (which is the date written on the notice of fine). The lot owner protesting the fine shall request the informal hearing by delivering a written request to any member of the Board stating the grounds for the protest or dispute and setting forth in detail the following:

- (a) the grounds for the protest, including any unusual circumstances justifying a reduction in the standard fine;
- (b) the facts relied upon by the protesting lot owner with respect to the violation or non-violation of the Rules.
- (c) the amount of the fine the lot owner claims should be paid and the reasons supporting that claim; and
- (d) any errors made by the Board in calculating, assessing, or collecting the fine.

1.15 **Informal Hearing.** Within 21 days of receiving the written request for hearing, the Board shall schedule an informal hearing at which time the requesting lot owner or tenant will be given an opportunity to present evidence and witnesses supporting the lot owners position. The Board shall allow the lot owner, committee members, or any other person involved in the hearing to participate in the hearing by means of electronic communication. No formal rules of evidence will be required, and the Board can receive the evidence submitted by the requesting lot owner and determine the probative value of such evidence. If it chooses and if it would be of benefit to the requesting lot owner, the Board may also produce evidence supporting its decision to fine the lot owner. However, the intent of the hearing is to listen to the violating lot owner's explanation for his or her behavior or activities and not to have a trial. The Board may terminate the hearing at any time if any individual present becomes unruly, inconsiderate or rude.

1.16 **Decision of the Board.** The Board may, after the requesting lot owner has had the opportunity at the hearing to present the evidence desired, may either:

- (a) leave the amount of the fine as originally stated;
- (b) reduce the fine to an amount agreed upon by a majority of the Board present at the hearing;
- (c) reduce the fine to an amount agreed to by the offending lot owner with the agreement that the offending lot owner will pay the fine within 10 days and not appeal the fine in district court;
- (d) suspend all or a portion of the fine conditioned on the lot owner not repeating the violation for one year; or
- (e) forgive the fine.

The Board shall render its written decision no later than ten (10) days after the date of the hearing.

- 1.17 **Appeals.** A lot owner may appeal a fine by initiating a civil action within 180 days after:
- (a) a hearing has been held and a final decision has been rendered by the Board, or
  - (b) the time to request an informal hearing has expired without the lot owner making such a request.
- 1.18 **Lien.** A fine assessed which remains unpaid after the time for appeal has expired becomes a lien against the lot owner's interest in the property in accordance with the same standards as a lien for the nonpayment of common expenses under U.C.A. § 57-8a-301.
- 1.19 **Promulgation of Additional Rules and Fines.** The Board is authorized to adopt and to amend the community administrative rules and regulations as may be necessary or desirable to insure the community is maintained and used in a manner consistent with the interests of the lot owners, to protect and enhance the quality of life in the community, to protect the property values of the community lots, to ensure a quality and enjoyable lifestyle, and to respect the rights and privileges of all residents to be free from the annoyance, disturbance and nuisance of others. The method by which the Board may adopt new community rules shall be as follows:
- (a) New rules shall be adopted at a regular or special meeting of the Board and in conformity with existing law. The rule shall be in writing and voted on and approved by a majority of the members of the Board. If the violation of the new rule shall have a fine associated with it, the amount of the fine shall be stated in the rule and included in Exhibit "A".
  - (b) Prior to the new rule becoming enforceable, the Board shall cause to be delivered, personally or by regular U.S. mail, a copy of the new rule to each lot owner. If a lot owner is not living in his lot, the Board shall cause to be delivered to the tenant of that lot, or posted to the door of the lot, a copy of the new rule. In addition, the Board shall cause to be delivered a copy of the new rule, personally or by regular US mail to the address of record of the absentee owner. The new rule shall become enforceable five (5) days from the day it is mailed to each lot owner or posted on the door of an absentee lot owner.
  - (c) Rules adopted in this manner shall deal only with the health, safety or welfare of community residents or community property. Rules adopted by the Board may also be used to clarify provisions in the declaration, bylaws, or rules and regulations, or to change the amount of a fine associated with the violation of a Rule.
  - (d) Rules adopted by the Board shall have the same force and effect as rules contained in the declaration, the bylaws, or other Rules adopted by the community association, including the power to collect fines from those who violate these rules.

1.20 **SEVERABILITY** If any phrase contained in these Community Rules or provision of these Community Rules, or any paragraph, sentence, clause, phrase, or word, or the application thereof, in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of the Community Rules, or the phrase or paragraph in which it is contained, and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

**EFFECTIVE DATE**

These Community Rules shall take effect five (5) days after they have been distributed to the lot owners and residents of Hawk Haven.

**CERTIFICATION**

It is hereby certified that the Hawk Haven Board, at a duly called and constituted meeting of the Board, approved and consented to the Community Rules stated herein.

This \_\_\_\_ day of \_\_\_\_\_, 2022.

Hawk Haven Board

BY: \_\_\_\_\_  
President

**EXHIBIT "A"**

AMOUNT OF FINE\*

<b>1ST</b> Offense Within 365 days	<b>2ND</b> Offense within 365 days	<b>3RD</b> or more Offense within 365 days	<h2 align="center">RULE</h2> <p align="center">(the following activities are prohibited)</p>
\$100	\$200	\$300	<ul style="list-style-type: none"> <li>· parking in restricted areas such as fire lanes</li> <li>· parking in areas other than an approved parking area</li> <li>· parking in front of a garage or reserved parking area</li> <li>· parking in areas marked with “no parking” signs</li> <li>· parking in areas not permitted on the Association parking map</li> <li>· violation of any parking rule contained in the Declaration, bylaws, or Association rules</li> <li>· parking unregistered or inoperable vehicles in the common area or in a driveway for more than 5 days in any 60-day period</li> <li>· parking in a way that blocks access to other lot’s driveway</li> </ul>
			<ul style="list-style-type: none"> <li>· driving faster than the permitted speed</li> <li>· driving faster than conditions safely permit</li> </ul>
			<ul style="list-style-type: none"> <li>· performing maintenance or mechanical work on vehicles (including motorcycles &amp; ATV’s) in a driveway or in the common area</li> </ul>
			<ul style="list-style-type: none"> <li>· leaving trash, garbage, or clutter on the unit’s driveway, patio or doorstep, or otherwise maintaining the driveway, patio or doorstep in an unsightly, unclean, or unsanitary condition</li> <li>· storing or leaving any large appliances (such as freezers or refrigerators) outside of a unit, such as on a patio or driveway.</li> <li>· obstructing the common area (including sidewalks) in such a manner as to restrict ingress or egress from the lots</li> </ul>
			<ul style="list-style-type: none"> <li>· misuse or damage to the common area by attaching any other item to the common area, without the written permission of the Board</li> <li>· conducting any activity on the common area that is illegal under the laws of the State of Utah</li> <li>· painting or decorating any common area without written permission of the Board</li> <li>· causing damage to the common area or other area maintained by the Association (lawn, roof, gutters, parking area, sidewalk, driveway, sprinkler system, flowers or shrubs)</li> </ul>
			<ul style="list-style-type: none"> <li>· creating noise within a unit, lot or in the common area that can be heard in another unit or lot, or in the common area, such that the noise is (1) offensive to the senses, (2) disruptive to the comfortable enjoyment and lifestyle of other residents, or (3) an obstruction to the free use of property so as to interfere with the comfortable enjoyment of life</li> <li>· permitting any guest or invitee to create noise in a unit, lot or in the common area that violates the above rule or creates a nuisance for any other owner within the community.</li> </ul>



<p>\$100</p>	<p>\$200</p>	<p>\$300</p>	<ul style="list-style-type: none"> <li>· maintaining pets in a unit or lot in violation of the Declaration or rules and regulations</li> <li>· failing to clean up after pets that have made a mess in the common area and allowing pets in the common area without a leash</li> <li>· maintaining a pet in a unit or lot that can be heard in another unit or lot such that the sound or smell created by the pet is (1) offensive to the senses, (2) disruptive to the comfortable enjoyment and lifestyle of other residents, or (3) an obstruction to the free use of property so as to interfere with the comfortable enjoyment of life.</li> </ul> <hr/> <ul style="list-style-type: none"> <li>· performing any construction, modification, change in color scheme or architectural style on the exterior of a unit or lot without written authorization from the Board</li> </ul> <hr/> <ul style="list-style-type: none"> <li>· operating a business in a unit without a business license or in violation of the municipal ordinances, the Declaration, or rules and regulations</li> </ul> <hr/> <ul style="list-style-type: none"> <li>· failing to maintain window coverings (failure to replace broken blinds, torn drapes or other such window coverings). There shall be no blankets, newspapers or bed sheets used for window coverings</li> </ul> <hr/> <ul style="list-style-type: none"> <li>· leasing a unit in violation of the Association leasing policy as set forth in the Declaration and/or failing to require tenants to comply with Association rules</li> </ul> <hr/> <ul style="list-style-type: none"> <li>· leaving personal belonging in the common area (bicycles, scooters, toys, equipment)</li> </ul>
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