

South Willow Creek HOA Rules & Regulations

Updated February 2023

In accordance with Article III.6.e of the CC&Rs, Articles V.1 and VIII of the Bylaws, as well as other authority in the CC&Rs and Utah law, the Association shall have the right to adopt rules and regulations with respect to all other aspects of the community deemed necessary for the smooth operation and enjoyment of the Project. It is understood that such rules shall apply and be binding upon all Unit Owners, tenants, subtenants, or other occupants of the Units. The Unit Owner is responsible for communicating the Rules & Regulations to occupants and guests and will be liable for fines incurred and damages caused by occupants and guests.

These Rules and Regulations have been adopted with the intent of clarifying, not replacing, certain points of the CC&R's. All owners should be familiar with both the Rules and Regulations and the CC&R's. This will help maintain the community as a first-class Association and provide residents with guidelines for living together as neighbors.

Rules & Regulations

Parking and Storage

In addition to the requirements and restrictions in Article III(11) of the CC&Rs, the following requirements shall apply:

1. No motor vehicle may be parked or stationed in such a manner so as to block access to any home, driveway, carport, open parking space, fire hydrant, or sidewalk. Curbs painted red are for loading and unloading only.
2. No street parking is allowed. Vehicles must be parked in a carport, driveway or designated open parking spot.
3. No commercial-type box trucks or trucks larger than three-quarter ton, trailers, boats, campers or ATVs shall be parked within the community.
4. Driving unlicensed motor vehicles (including mini bikes, motorcycles, go-carts, and snowmobiles) is prohibited. All drivers of motorized vehicles must have a valid driver's license.
5. Only currently registered operative vehicles may be parked inside the community. Vehicles must have a valid license plate and must not be expired.
6. Only vehicles that are regularly driven for personal use or belong to guests are permitted in the open parking spots. Storage of vehicles that need repair, need registration, or aren't being driven on a regular basis is prohibited.

Vehicles found in violation of any of the rules in this section are subject to fines as well as towing at the vehicle owner's expense. The Association, Members of the Management Committee, and the Management Agent shall be indemnified and held harmless from any loss, damage, or claim caused by or arising out of the impounding, towing, or storing of a motor vehicle pursuant hereto.

Architectural Control

1. Window Coverings - Blankets, flags, aluminum foil, sheets, cardboard, and/or newspapers are prohibited.
2. Common Area property is for the enjoyment of all residents **and includes all front, side lawns and trees**. Therefore, no Owner, lessee, or guest shall deface Common Areas in any way, including, but not limited to, digging up or demolishing any such property.
3. Erection of a shed and major backyard improvements must be approved by the Management Committee in advance. Adhering any structure such as a pergola, awning or satellite dish to the Unit or roof is prohibited.

Animals

In addition to the requirements and restrictions in Article III(15) of the CC&Rs, the following requirements shall apply:

1. No fowl, poultry, or livestock of any kind shall be raised, bred, or kept on property.
2. All dogs and cats must have current rabies vaccinations.
3. Pets may not be leashed, tethered, or secured in any Common Area.
4. Pets should not be left unattended (i.e., the owner must be outside with them) in the front of your property, in unfenced yards, or Common Areas at any time during the day or night.
5. Dogs shall be on a leash at all times when being walked throughout the community.
6. The owner of a pet that has defecated on an area of a Lot or Common Area, shall immediately remove the feces of his/her pet. Owners are responsible to clean up after their animals. Owners are also personally responsible for the cost to repair any damage caused by their pets to the Common Area.
7. Any pet which endangers the health or welfare of any Owner, resident, invitee, or guest is to be reported immediately to the city animal control officer. If it is determined by the city that the animal is vicious or a danger to the community, it must be permanently removed upon seven (7) days written notice.
9. No Owner shall harbor, keep, or retain any pet which howls, barks, whines, or makes other disturbing noises in an excessive, continuous, or untimely fashion day or night.
10. Animal bites must be reported to the Animal Control Officer with the City.

Signage and Decorations

1. No signs of any kind shall be placed in the front of the Unit with the exception of Property for Sale or For Rent. A single "political sign", defined by Utah law, is permitted to be displayed in the front window of the Unit 4 weeks before an election or voting initiative, and must be removed within 1 week after the election or vote. All other signage is not permitted. Garden flags are permissible. All other requests must be approved by the Management Committee. The Management Committee may adopt other reasonable restriction regarding the size of such signs. All signs and their language must comply with local ordinances.
2. Exterior holiday decorations may not be left on display for more than thirty (30) calendar days from the date of the end of the holiday and should not be installed more than 45 days prior to the holiday.

Nuisance

In addition to the requirements and restrictions in Article III(6)(f)(2) of the CC&Rs, the following requirements shall apply:

1. Unclean, unhealthy, unsightly, or unkempt conditions in, on or about the Lots or the Common Area is prohibited.
2. Maintaining devices or items, instruments, equipment, machinery, fixtures, or things of any sort whose activities or existence in any way is illegal or diminishes or destroys the enjoyment of the community by other residents is prohibited.
3. Excessive noise that interferes with another owner's right of quiet enjoyment, especially after 10:00 P.M. and before 8:00 A.M. is prohibited.
4. No commercial trade or business may be conducted in or from any Lot unless the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside of the home.
5. Members of the Association and other residents shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other members, residents, guests, occupants, invitees, or directed at management, its agents, its employees, or vendors.

Fine Resolution

Any violation of the Governing Documents shall be subject to a fine.

Fine schedule for General CC&R Violations:

Each and every violation is hereby made specifically subject to and punishable by the specific fines provided for in this section, and is also subject to a \$10.00 administrative fee. Unless otherwise specifically noted, the fines and penalties are in the specific amounts as follows:

First Violation: The Association shall give a written warning to the owner that shall inform the owner that a fine will be imposed if a second similar violation occurs or if a continuing violation is not cured within 48 hours.

Second Violation: Upon the second violation of the same type after a warning in any one-year time period, or a continuing uncorrected violation after the initial 48 hour warning period, a fine of \$25 shall be imposed on the owner and a fine every ten (10) days for a continuing violation in the amounts set forth herein.

Third Violation: Upon the third violation of the same type after a warning in any one-year time period, or an uncorrected violation continuing at least ten days after the assessment of the second violation fine, a fine of \$50 shall be imposed on the owner.

Fourth Violation: Upon the fourth violation of the same type after a warning in any one-year time period, or an uncorrected violation continuing at least ten days after the assessment of the third violation fine, a fine of \$100 shall be imposed on the owner.

Fifth Violation: Upon the fifth violation and each additional violation of the same type, or an uncorrected violation continuing at least ten days after the assessment of the fourth and each subsequently assessed fine, a fine of \$200 shall be imposed on the owner.

Cumulative fines for a continuing violation will not exceed \$500 per month.

Fine Schedule for Non Compliance Rental Code Violations:

Property Owners who rent their unit are in violation if they:

- 1. Fail to secure a 1 year lease for each new tenant upon moving into the unit (no daily, weekly, or Airbnb/VRBO/ short term vacation rentals allowed)**
- 2. Rent their unit (unless grandfathered) once the community's 20% cap has been met.**

Owners found in violation will be given the following:

- 1) Written notice of the violation and 30 days to cure the problem.
- 2) If the property is still non-compliant at the end of the 30 day period the fine will be \$500 for each 30 day period that the property remains in violation. In addition, the Management Committee may proceed with further legal action as needed.

Hearing

If a fine is levied, the offending Owner shall have the right to request an informal hearing with the Management Committee to protest or dispute the fine. A request for hearing must be made in writing within thirty (30) days from the date the fine is levied. Notice shall be deemed to have been received three (3) days after mailing via USPS first-class mail, postage prepaid. If a request for hearing is not received by the Management Committee, or their designated agent, within thirty-three (33) days from the date the fine is levied, the fine shall be deemed to be uncontested and the Owner forfeits their right to hearing. A request for hearing shall be delivered to Welch Randall Real Estate- 5300 Adams Ave Pkwy #8, Ogden, Utah 84405. The hearing shall be conducted in accordance with the procedures adopted by the Management Committee. An Owner may also contest the fine by initiating a civil action within one hundred eighty (180) days after the expiration of the thirty (30) day period.

Collection of Fines

Pursuant to Utah Code Ann. § 57-8-37, fines shall be collected in the same manner as past due assessments. However, interest and late fees shall not accrue on fines until one hundred eighty (180) days after the time for hearing has passed, or, if a hearing is conducted, after a final decision has been rendered.

That the following procedures shall govern an informal hearing of the Management Committee:

Scheduling a Hearing/Continuances/Failure to Appear: The hearing shall, within reason, be conducted at the next regularly scheduled Committee meeting. The Committee shall give notice of the date, time, and location of the hearing to the requesting Owner. Notice of the hearing shall be delivered to the requesting Owner by USPS first-class mail, postage prepaid, Email, or by hand delivery. No other Owners or parties shall be entitled to notice of the hearing. If the hearing date is unacceptable to the requesting Owner, they shall be entitled to one (1) continuance of the hearing date. To receive a continuance, the requesting Owner shall deliver a written request for continuance to the Association. The request must be received by the Association prior to the original hearing date. The continued hearing shall, within reason, take place at the second Committee meeting after the receipt of the original request for hearing. Failure by a requesting Owner to appear at a hearing or continued hearing shall result in a waiver of the requesting Owner's right to hearing and the fine shall be deemed uncontested.

Hearing Procedures/Decision: The hearing shall be conducted by a minimum of three (3) Committee members. The requesting Owner shall be given fifteen (15) minutes to dispute the fine. The requesting Owner may present documentation or witnesses to dispute the fine. The Committee may question the requesting Owner or witnesses during the hearing. After hearing the requesting Owner's position and evidence, the Committee may either render its decision at the hearing or take the evidence and argument under advisement. If the Committee takes the evidence under advisement, they shall render a final decision within seven (7) days of the hearing. Once a decision is rendered, the Committee shall give written notice of their decision to the requesting owner. As part of the decision, the Committee shall state that payment of the fine is due within one hundred

eighty (180) days or interest and late fees will accrue. Decisions of the Committee may be appealed by filing a civil action within one hundred eight (180) days.

BE IT RESOLVED THAT the Association may enforce requirements of this Rules and Regulations through notices, fines, assessment rights, and other legal rights and remedies. Such rights could include, following required notice, entering onto a Lot to correct non-compliance and assess Owners for such related costs.

BE IT FURTHER RESOLVED THAT a copy of this Rules and Regulations shall be provided to each Owner, as required by the Governing Documents.

I hereby certify that these Rules and Regulations were updated in accordance with the Governing Documents and the Utah Condominium Ownership Act.

South Willow Homeowners Association, Inc.

Date: February 28 2023

Melanie Kemper

By: Chair, Management Committee