

SOUTH OGDEN MEADOWS - OWNER VS. HOA RESPONSIBILY

Apr-23

SERVICE ANIMALS	OWNER	HOA
	Allowed with proper supporting documentation for blind or medical conditions. Email the documentation and request prior to bringing animal to the property. Include a copy of Veterinary records and current vaccines from the vet who signs off. Like other animal rules, it will not disturb other residents, create offensive odors, defecate without being properly disposed of, or do damage to common area.	Makes decision and documentation provided to the Management Company to keep on file under the HOA association
ALL ANIMALS (ALL ANIMALS HAVE TO BE APPROVED)	OWNER	HOA
	Animals outside need to be leashed or in an enclosed pet carrier and kept at least 10 ft away from other residents. The animal is never allowed to roam freely on the common grounds. Owners acknowledge that in any event of disputes surrounding the animal the owner shall pay all hoa costs, including, admin costs, cost fo putting animal down, court costs, and attorney's fees in connection with the dispute.	Makes decision and documentation provided to the Management Company to keep on file under the HOA association
PARKING	OWNER	HOA
	1 assigned Parking Stall can be used by owners, family, guests, or lessees. They may not be used for running a business out of the unit (which is not allowed with Board approval). No owner at any time use or occupy more than 1 of the common area parking stalls shown on the map	X
VOTING	OWNER	HOA
	Association must reach 66.66% vote to pass. 1 vote count / unit. Unless an objection is made	Provide completed ballots to Smith & Knowles and Mgt Co.

	<p>by another owner by another owner of the unit. In event the objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.</p> <p>Votes are required for CC&R revisions, Ammendments, and Plat map.</p>	
CONSENT IN LIEU OF VOTE	OWNER	HOA
	<p>Requirement is fully satisfied by obtaining, with/without a meeting, consents in writing from unit owner. All necessary consents need to be satisfied within 90 days after consent is given. Any change in ownership of a unit after a consent has been obtained from owner having an interest therein shall not be considered or taken into account for any purpose. Unless cosents of all owners having an interest in the same unit are secured, the consent of none of such owners shall be effective.</p> <p>Proxy forms will be available with ballots if needed. Please have your proxy deliver to the HOA secretary</p>	X
SPECIAL ASSESSMENTS	OWNER	HOA
	<p>Each owner shall pay share of the common expenses. Payment shall be in such amounts and at such times as the Board determines in accordance with the act and bylaws. Their shall be a lien for nonpayment of common expenses as in the bylaws.</p>	<p>Determines times and amounts for Special assessments in accordance with the act. Provides a 30 day notice and grace period for payment.</p>
BOARD OF DIRECTORS MANAGEMENT COMMITTEE	OWNER	HOA
		<p>The business, property, and affairs of South Ogden Meadows Condos shall be managed, operated, and maintained by the Board as agent</p>

X

for the unit owners. The Board constitutes a legal entity capable of dealing in its own name. The Board is hereby granted the following Authority and Powers:

1. Authority without the vote or consent of the unit owners or any other person(s), to grant/ create on such terms as it deems advisable, utility and similar easements, over, under, across, and through common areas and facilities.
2. Authority to execute and record, on behalf of all unit owners any amendment to CC&R's or map which has been approved by the 66.66% vote or consent necessary to authorize such amendment.
3. Power to sue and sued (D&O policy in place)
4. Authority to enter into contracts in any way concern unit owners necessitated by the subject matter of the obtained agreement.
5. Power and Authority to convey or transfer any interest in real property, so long as any vote or consent necessary under the circumstances.
6. Power and Authority to purchase or acquire, accept title to, any interest in real property, so long as it is authorized by any vote or consent necessary under the circumstances.
7. Power and Authority to add interest obtained in #6.
8. Authority to make known reasonable rules, regulations, and procedures necessary or desirable to aid the Board in carrying out any of its functions or to insure the project is maintained and used in a manner consistent with owners interests.
9. Power and Authority to perform other acts and to enter into any other transactions, reasonable necessary for the Board to perform functions as agents for the

		unit owners.
PAYMENT OF EXPENSES	OWNER	HOA
	Each unit owner shall pay the HOA their allocated portion deemed necessary by the Board to manage and operate the condos, upon terms at the time, and in a manner provided without any deduction on account of any offset or claim which owner may have against mgt. If owner fails to pay any installment within 1 mo. when same dues are due. Owner shall pay 10% interest annum from date when installment becomes due to date of the payment thereof. The cash requirements above referred for each year, or portion of the year, hereby defined and shall be deemed to aggregate sum. If an owner sublets his unit and defaults for a period of 1 month, the Board may at its option, so long as default continues paying such rent due or becoming due and payment of such rent shall be sufficient payment and discharge of lessee/ tenant and owner to the extent of the amount so paid	Board from time to time shall determine in this judgment to be paid by all owners to enable the Board to pay all estimated expenses to the close of such year, growing out of or in connection with maintenance and operation of such land, bldgs, improvements, cost of mgt, special assessments, fire, casualty, flood if in a zone, fidelity, public liability or other insurance premiums, common lighting, landscape/grounds, repairs, renovations, snow removal, wages, water charges, gas charges, all but owner electricity and other services separately billed or metered, legal, and accounting fees, mgt fees, expenses and liabilities of the HOA Board.
ADMIN RULES & REG	OWNER	HOA
	Owners understand that such rules apply and bind all owners, tenants, subtenants, or other occupants.	The Board has power to adopt and establish by resolution such project mgt and operational rules as it deems necessary for maintenance, operation, management, and control of the association/ property. They also from time to time by resolution, alter, amend, and repeal such rules. When a copy of any amendment or alteration or provision for repeal of any rule or rules have been furnished to owners, shall be taken to be part of such rules.

RIGHT OF ENTRY	OWNER	HOA
	X	The Board and its duly authorized agents shall have the right to enter any and all units and Limited Common Areas in case of an emergency originating in or threatening such unit or other parts of the property whether or not owner is present or not at the time. HOA Board and its agents at all reasonable times as required for the purpose of making necessary repairs or for the purpose of performing emergency installations, alterations, or repairs to mechanical or electrical devices or installations located therein necessary to prevent damage or threatened damage to other units. Owner will be notified of entry if available and time permits.
MAINTENANCE	OWNER	HOA
	Each owner at his own expense shall keep the interior and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all at any time be necessary to maintain the good appearance of such unit. Owner shall repair all injury or damages to the unit or buildings caused by the act, negligence, or carelessness of the unit owner or any tenant or lessee or any agent, employee, or guest of the owner all such repairs, redecorating, and painting shall be of quality and kind equal to original work. In addition the owner shall be responsible for maintenance or replacement of any hot water equipment or heating equipment, or plumbing fixtures that may be in or used exclusively by that unit LIMITED COMMON AREA: any possession of	HOA provides maintenance and operation of the common areas and facilities, and limited common areas necessary to keep clean, functional, attractive, and generally in good condition and repair. HOA has no obligation regarding maintenance or care of units but shall maintain parking stalls comprising a part of the Limited Common Areas and Facilities. HOA covers all foundations, columns, girders, beams, joists, supports, main walls, roofs, halls, corridors, stairs, stairways, recreational areas, facilities, yards, gardens, fences, service and parking areas, & in general all other apparatus, installations, and other parts of the property necessary or convenient to the existence, maintenance, and safety of the common areas or normally in use.

	<p>this area shall be responsibility of owner to maintain and upkeep of the same. Written permission from the Board needs to be approved or any structural alteration in or to the unit or balcony, patio, stucco wall, or parking stall. Nothing can be hung nor painted compromising the exterior of. Storage units included.</p>	
RESTRICTIONS OF USE	OWNER	HOA
	Signs, awning, canopy shutter, storm door, screen door, radio or tv antenna or dish, to hang, be displayed or otherwise affixed to or placed on exterior walls, roof, or any bldg or part thereof, or in the outside of windows or doors, without written permission from Board	Approves or Denies written requests.
	No noxious odors (smoking or cooking for ex:) or in common areas, balconies, or patios, or anything done willfully or negligently, which may become an annoyance or nuisance to other units or occupants. REMINDER: SMOKING IS ONLY ALLOWED IN THE DESIGNATED SMOKING GAZEBOS.	
	Common areas shall be kept free and clear of all rubbish, debris, garbage, and other unsightly materials including animal waste.	
SPECIAL MEETINGS	OWNER	HOA
	X	Notice of Special Meetings shall be delivered not less than (10 days prior to the date) fixed or said meeting. Notice shall state the date, time, and matters to be considered.
NOTICES	OWNER	HOA
		Any notice permitted or required to be delivered can be done my personal delivery, email (per

	X	Utah Non-Profit Act allowing for electronic mail) If delivered by USPS mail it shall be deemed to be delivered 24 hours after a copy of the same has been postmarked.
QUORUM	OWNER	HOA
	50% present constitutes Quorum for any and all purposes. All votes may be cast in person or by proxy. All proxies shall be in writing, in the case of the Annual Homeowner Meeting, they shall be delivered to the Board Secretary at least 5 days prior to said meeting. In the absence of quorum in person or proxy, the meeting shall adjourn for 24 hours, at which time it shall reconvene and any # of owners present shall constitute quorum.	Notices will be sent 30 days prior to Annual Homeowner Meetings through email and USPS mail.