

Tuscan Ridge HOA Rules and Fines Schedule

		1st notice	2nd notice	3rd notice
PARKING				
1	Storing a Recreational or Commercial Vehicle larger than a standard car.	\$25	\$50	\$100
2	Parking in Common Area or Visitor Parking or other violation of bylaws and rules.	\$25	\$50	\$100
3	Parking of unregistered or inoperable vehicles in the common area.	\$25	\$50	\$100
ANIMALS AND OTHER PETS				
4	Violation of the two pet per household	\$25	\$50	\$100
5	Possessing pets other than traditional cats, dogs, birds and fish.	\$25	\$50	\$100
6	Owning pets for purposes of breeding or other commercial purpose.	\$25	\$50	\$100
7	Owning pets that are unregistered with the HOA.	\$25	\$50	\$100
8	Failure to pick up pet waste or keeping animals on a leash.	\$25	\$50	\$100
9	Failure to repair or replace damage to common areas caused by pets.	\$25	\$50	\$100
10	Failure to notify tenants of pet rules and subsequent violation.	\$25	\$50	\$100
11	Failure to complete pet registration form & getting approval from The Board or the community manager.	\$25	\$50	\$100
RENTAL HOMES				
12	Violation of rental restrictions contained in CC&R's and bylaws.	\$25	\$50	\$100
13	Failure to provide name and contact information of tenants including phone and email	\$25	\$50	\$100
14	Failure to inform Tenants of rules and ensure they follow all bylaws and regulations.	\$25	\$50	\$100
PESTS, NOXIOUS ODORS, LANDSCAPE, UNSIGHTLY AREAS and NOISE		\$25	\$50	\$100
15	Failure to control pests inside the home which may affect other units.			
16	Failure to keep window wells maintained and cleared of any leaves or other debris	\$25	\$50	\$100
17	Failure to keep residence and surrounding yard free from pests & noxious odors.	\$25	\$50	\$100
18	Modifying, constructing or altering landscape without board approval.	\$25	\$50	\$100
19	Adjusting or tampering with Sprinkler heads, valves or timers.	\$25	\$50	\$100
20	Non-Approved Window Coverings	\$25	\$50	\$100

21	Installing a satellite dish without an application and approval from The Board	\$25	\$50	\$100
22	Disruptive Noise	\$25	\$50	\$100
23	Failure to remove oil spots from a driveway within fourteen (14) days after they appear	\$25	\$50	\$100

GARAGE AND COMMON AREAS

24	Personal property such as a trampoline, children's toys, swings and other similar items in the common area are not allowed.	\$25	\$50	\$100
25	Failure to keep lots free of debris, vehicles or anything that would detract from the property's appearance. GARBAGE CANS must be stored inside of garages.	\$25	\$50	\$100
26	Installation of ventilators, fans or air conditioning devices or any other similar items which is visible on the exterior without the written approval of the Board.	\$25	\$50	\$100

WATER WISE

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| 27 | The HOA Board and association members will follow all water wise regulations and restrictions as mandated by the local water authority (South Ogden City/Weber County/Weber Basic Water District/State of Utah). | | | |
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Assessing Fines

- 1.1 **Fines; Authorization.** The HOA Board is authorized to assess a fine against Owners who violate provisions of this Restated Declaration, the Association Bylaws, or the Association Rules and Regulations (collectively referred to in this Article VIII 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, and the provisions of any Rules adopted by the HOA Board. Each fine shall be in the amounts described in the Rules and Regulations Chart, or in another rule properly adopted by the HOA Board. The Rules and Regulations may be modified by the Board without the need to record an amendment to this Restated Declaration, by following the process outlined in this Restated Declaration and in Utah Code §57-8a-217. The process the HOA Board must follow when assessing a fine is described below.
- 1.2 **Written Warning of Violation.** Before assessing a fine, the Manager or Board shall provide a written warning of the violation to the Owner informing the 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 Owner’s conduct violates;
 - c. state that the Board or Management Company may, in accordance with the Utah Community Association Act, Utah Code Annotated, section 57-8a-208, assess fines against the 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 Management Company or Board gives the Owner the written warning or assess a fine against an Owner; and
 - d. for a continuing violation, state a time that is not less than 48 hours after the day on which the Management Company or Board gives the Owner the written warning by which the 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 Owner or their tenant within one year from the date a written warning is first served or fine is assessed on the Owner or tenant, the Management Company or Board shall not be required, prior to assessing a fine or an additional fine, to serve another written warning upon the 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 Owner or the tenant, unless such time period is extended by the Management Company or Board for good cause. The member of the Board or their agent that serves the written warning on the Owner shall write on the notice the (a) date and time the written warning was served on the Owner or tenant, and (b) the date and time by which the violation must be cured (if the violation is a continuing violation). If an 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 Owner may be assessed a fine.
- 1.5 **Fines.** The Board or their manager may assess a fine against an Owner if (a) within one year after the day on which the Management Company or Board gives the Owner a written warning, the Owner commits another violation of the same Rule or provision identified in the written warning, or (b) for a continuing violation, if the 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 Owner, no fine may be assessed by the Board.

- 1.6 **Additional Fines.** The Board or assigned agent may, without providing an additional written warning, assess an additional fine against an Owner each time an Owner (1) commits a violation of the same Rule or provision within one year from the day on which the Management Company or Board assesses a fine against an 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 Company or Board 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/or the written notice of a fine imposed by the Management Company or Board may be provided to the Owner in any one or more of the following ways:
 - a. Delivering a copy to the Owner personally; or
 - b. Sending a copy through first class mail, certified or registered mail (at the discretion of the Board), addressed to the Owner at his/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 Owner's unit; or
 - d. Affixing a copy in a conspicuous place on the unit or residence; or
 - e. If the person committing the violation is a tenant of the Owner, by delivering a copy to the owner and the tenant residing in the unit in any manner described in the preceding four subparagraphs.
- 1.8 **Non-Owner-Occupied Units: Renters & Guests.** In cases where the unit is not occupied by the Owner and/or the violation of the Rules is committed by a resident residing in the unit, the Owner and tenant shall be jointly and severally liable for the failure of the tenant to cure a violation of the Rules. For purposes of the lease between the Owner and the tenant, the provisions of the Rules and/or these community Rules shall be incorporated by reference into the terms of the lease and the Owner may collect from the resident any fines the Owner becomes obligated to pay by virtue of the tenant's actions. Residents (defined herein as renters, tenants, guests of Owners or renters, and any person who temporarily or permanently lives in a unit, but excluding Owners), are subject to the Rules adopted by the Association. Any fine assessed against a Resident or Owner shall be joint and several liability of the Resident or Owner as authorized in UCA § 57-8a-218(2)(b)(iii)(B). Because Residents are subject to the provisions of the Association's Rules, Residents are also subject to fines in the same manner as an Owner. Any fine assessed against a Resident may be collected by the Owner from the resident. If a Resident violates a Rule, both the Resident and the Owner may be served a written warning as provided above. It shall be the responsibility of the Owner to see that the Resident cures the violation within the time allotted. Failure of the Owner to have the Resident timely cure the violation shall subject the Owner to the fine as provided herein as if the Owner committed the violation.
- 1.9 **Continuous Violation.** Each 3-day period during which a violation of the Governing Documents of the Association, the Rules of the Association, or the Rules, continues after the time period expires during which the Owner is required to cure the violation, constitutes a separate violation and is subject to a fine in community's the Rules and Regulations/Schedule of Fines. The violation of a provision in the Rules or a provision listed on Rules and Regulation/Schedule of Fine document, 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 and for which an additional notice of the fine need not be given to the owner or tenant committing the violation.

- 1.10 **Violations for Which a Fine May be Assessed.** A fine may be assessed for the violation of (a) any provision of this Restated Declaration or the Association's Bylaws, or (b) any rule listed on Exhibit "D", which is attached and incorporated by this reference. The list of violations of a rule or regulations listed on Rules and Regulation/Schedule of Fine document may be modified by the Board, without the need to record an amendment to this Restated Declaration, by following the rule adoption procedure outlined in the Utah Community Association Act, Utah Code Annotated, section 57- 8a-217. Only those violations listed on Rules and Regulation/Schedule of Fine document (as amended) and those violations of additional rules adopted by the Board are the offenses which are subject to a fine. The Rules and Regulation/Schedule of Fine document may be used to incorporate provisions in the Governing Documents for which a violation may be assessed.
- 1.11 **Fine Amount.** The amount of a fine for a violation of the Governing Documents, shall be in the amount listed on the Rules and Regulation/Schedule of Fines Chart.
- 1.12 **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 \$30.00 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 Owner) has been conducted and a final decision has been rendered by the Board.
- 1.13 **Protesting the Fine.** An 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 and/or Management Company 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 Management Company and/or Board in calculating, assessing, or collecting the fine.
- 1.14 **Informal Hearing.** Within 21 days of receiving the written request for hearing, the Management Company and/or 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 Owner's position. The Management Company and/or 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 Management 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 Management Company and/or 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/her behavior or activities and not to have a trial. The Management Company and/or Board may terminate the hearing at any time if any individual present becomes unruly, inconsiderate or rude.

1.15 **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 a court of law;
- 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.

1.16 **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;
- b. the time to request an informal hearing has expired without the Lot Owner making such a request.

1.17 **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.

1.18 **Promulgation of Additional Rules and Fines.** The Board is authorized to adopt and to amend the administrative Rules as may be necessary to ensure the project 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 Association, to protect the property values of the units, 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 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/s 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/s shall have a fine associated with it, the amount of the fine shall be stated in the Rule and included in the Rules and Regulations Chart.
- 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. In addition, the Board shall cause to be delivered a copy of the new Rule, personally, by regular US mail, or by email to the address of record of the absentee owner. The new Rule shall become enforceable fourteen (14) 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 association residents or 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, Bylaws, or other Rules adopted by the Association (including those Rules listed in the Rules and Regulation/Schedule of Fine document, including the power to collect fines from those who violate these Rules.

1.19 **Severability.** If any phrase contained in this Article or provision of this Article, 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 this Article, 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.