

COLONIAL GARDENS HOMEOWNERS ASSOCIATION  
RULES AND REGULATIONS  
Jan 2018

The Rules and Regulations were approved by the Board in accordance with the provisions set forth in the Declaration (dated 2007) on Jan 1, 2018.

**Ethical responsibilities.** If you are an Owner, renter, or even a visitor, you are expected to follow the Rules and Regulations established by the HOA Board. As an Owner living in a condominium association, we have all willingly agreed to abide by the rules established by the HOA. We as Owners are also responsible to ensure that our guests are also following the rules. These rules are quite different than living in a private residence. We are living in a confined community and we share common areas and have roads that are narrower than most. To make living here a good experience, we must learn to live together and have respect for each other's property and privacy. Living in a confined area means that what we do may affect our neighbors. In this document, the Board has tried to clearly establish the expectations and behavior of those who live in our community.

The items listed below are limited to the obvious problems that may come up. For those items not specifically addressed, please remember to treat everyone with respect. Since you are all investors in the HOA, we hope that you will make every effort to keep our community a beautiful and friendly place to live. We encourage you to contact a Board Member or HOA Management, Golden Spike Realty when you have an idea, a question, or any concern.

**A. HOA FEES**

The monthly HOA fees are due on the first day of each month. A late fee of \$25 will be added to payments received after the fifteenth day of the month. Owners are encouraged to contact HOA Management- Kaitlyn Golden Spike Realty when payment is delayed.

Unpaid HOA fees will be subject to a lien on the property. A majority vote of the Board at a regular meeting is required to start lien process. Owner is welcome and encouraged to be present at time of meeting.

**B. Animal Restrictions- Article VIII Section 8 or 8.8**

Household pets shall be allowed on Lots within the Project if Ownership of the pet does not violate any local, state or federal laws, the Resident accepts full liability for his or her pet, any pet allowed outside the owner's Lot is accompanied by the owner and is on a leash and under control, the pet owner promptly cleans up all of his or her pet's droppings, the pet is licensed and vaccinated in accordance with Weber County ordinances, upon request, the Board is given a copy of the pet's license and proof of vaccination, along with a description sufficient to describe the pet, the pet owner complies with the administrative rules and regulations as they may be adopted or modified by the Board from time to time, and no animal or birds of any kind shall be raised, bred, or kept in any of the Common Areas.

No pet shall be allowed to create or maintain a nuisance. A nuisance is defined as any behavior which annoys or disturbs other Residents, including but not limited to any abnormal, unreasonable or excessive barking, whining, or scratching; any behavior which creates an unacceptable odor, an unhygienic environment or a dangerous condition; or any behavior which establishes a propensity for harm. At the discretion of the Board after notice and a hearing, any pet that is considered to be a nuisance shall not be allowed to remain within the confines of the Project.

### **C. SMOKING**

Smoking within a Unit or on the Limited Common Areas or Common Areas of the Project is a noxious and offensive activity creating a nuisance. Accordingly, smoking in a Unit or on the Limited Common Areas or Common Areas of the Project is strictly prohibited.

All owners who rent or lease their unit shall prohibit smoking in their rental or lease agreements and shall inform their tenants of the Association's no smoking rule.

### **D. NUISANCES**

No noxious or offensive activity shall be carried on, in or upon any lot of the Common Area, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any other Owner. No loud noises or noxious odors shall be permitted on the Properties and the Board and the HOA Management Company shall have the right to determine, in accordance with the Bylaws, if any noise, odor, or activity producing such noise, odor of interference constitutes a nuisance. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, repairs of motor vehicles, large power tools, off-road motor vehicles or other items which may unreasonably interfere with television or radio reception of any Owner of the Properties, shall be located, used or placed on any portion of the properties, or exposed to the view of other Owners without the prior written approval of the Board.

Children are a welcome addition to our community. All residents and guests must respect each other's privacy.

### **E. PARKING AND VEHICLE RESTRICTIONS- Article VIII Section 9 or 8.9**

No motor vehicle or trailer, including but not limited to any automobile, commercial vehicle, truck tractor, mobile home, or trailer (either with or without wheels), camper trailers, boat or other water craft, boat trailer, or any other transportation device of any kind may be parked or stationed in front of any garage, walkway, driveway, Lot, Limited Common Area or Common Area.

Visitors may only park their motor vehicles temporarily in accordance with the Rules and Regulations promulgated by the Board.

No Residents or visitors shall repair or restore any motor vehicle of any kind upon any Lot, Limited Common Area, or Common Area, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.

Motor Vehicles parked in unauthorized areas (such as fire lane located on back North strip of Association), or in violation of the parking rules and regulations established by the Board, may, at owner's expense, be towed away. The Board shall be required to follow all municipal ordinances and codes regarding towing enforcement prior to towing a vehicle.

All parking spaces shall be used for the purpose of parking motor vehicles and shall not be used as storage facilities.

Owners, tenants, occupants are allowed 2 vehicles per unit. All vehicles are required to be parked only in designated parking stalls. No owner, tenant, or occupant is permitted to park in visitor parking area at any given time.

**F. NO OBSTRUCTION OF COMMON AREAS- Article VIII Section 2 or 8.2**

There shall be no obstructions of the Common Areas by the Owners, their tenants, guests or invitees without the prior written consent of the Association. The Association may by Rules and Regulations prohibit or limit the use of the Common Areas as may be reasonably necessary for protecting the interests of all the Owners or protecting the Lots, Limited Common Areas, or the Common Areas.

Nothing shall be kept or stored on any part of the Common Areas without the prior written consent of the Association, except as specifically provided herein. Nothing shall be altered on, constructed in or removed from the Common Areas except upon the prior written consent of the Association.

**G. ARCHITECTURAL REQUESTS- Article VIII Section 5 or 8.5**

No Owner, tenant, or occupant shall make any structural alterations to a Lot or Limited Common Area without the prior written consent of the Board.

**H. SIGNS- Article VIII Section 7 or 8.7**

No sign, whatsoever shall be erected or maintained in the Common Areas without the prior written consent of the Board.

**I. WINDOW COVERINGS- Article VIII Section 6 or 8.6**

Under no circumstance shall any cardboard or tinfoil be used as window coverings in the Project.

If a window is broken, the homeowner may temporarily cover the window with cardboard and be given a time frame of 10 days to replace the window.

**J. TEMPORARY STRUCTURES Article VIII Section 14 or 8.14**

No structure of a temporary character, or trailer, camper, tent, shack, garage, or other outbuildings shall be used on any Lot, Limited Common Area, or Common Area at any time as a residence either temporarily or permanently, unless first expressly approved in writing by the Board.

#### **K. TRASH**

All garbage is required to be disposed of in closed plastic garbage bags. No beds, couches, ovens, dryers, washers or any other large appliances should be put in or around the dumpsters. It is the owners, tenants, or occupants responsibility to haul all oversized items/garbage to the dump of their choice. No rubbish, trash, garbage or other waste material shall be kept or permitted upon any Limited Common Area, or Common Area.

There shall be no exterior fires whatsoever except barbecue fires contained within receptacles designed for such and located within restricted use common areas.

#### **L. CLOTHES DRYING**

Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Property unless they are erected, placed and maintained within a fenced yard so as to not be visible from any neighboring Lot or Common Area.

#### **M. TIMESHARES- Article VIII Section 12 or 8.12**

Timeshares and time-sharing of Living Units within the Project is prohibited, and under no circumstances shall any Living Unit be owned or used for time sharing, including but not limited to a "time period unit" as that term is defined in Utah Code Ann. 57-8-3(26), as amended. The Board shall have the power to adopt, enforce and revise reasonable rules and regulations to prevent such time-sharing Units.

#### **N. LEASES- Article VIII Section 10 or 8.10**

Any lease agreement shall provide that the terms of the lease shall be subject in all respects to the provisions of the Project Documents and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be in writing and shall be filed with the Association.

Leases shall also prohibit smoking and shall require the tenants who own pets will register the pets with the Association.

No more than forty percent (40%) of Living Units may be used for lease or rental purposes at any given time. "Leasing or renting" of a Living Unit means the granting of a right to use or occupy a Unit for a specific term or an indefinite term, in exchange for the payment of rent; but shall not mean and include joint ownership of a Unit by means of joint tenancy, tenancy-in-common or other forms of co-ownership.

The lease term shall not start until the Board has an opportunity to determine that the lease does not exceed the forty percent (40%).

#### **O. WATER USAGE**

Common Area water is not to be used for washing cars or any recreational activities. Misuse of Common Areas water will result in a fine. Further the homeowner will be required to reimburse the community for the water used.

#### **P. MAINTENANCE OBLIGATIONS OF THE OWNERS- Article VI Section 4 or 6.4**

Owners are responsible for the cleaning and maintenance of air conditioning units, all glass surfaces, windows and window screens. Any repair and maintenance work must match the original or be approved in advance by the Board. Owners are also responsible for all interior components of their Living Unit, storage units, and Limited Common Areas.

#### **Q. NEGLIGANT ACTS- Article VI Section 3 or 6.3**

In the event that the need for maintenance or repair of a Lot, Common Area, or Limited Common Area or the improvements thereon is caused by the willful or negligent acts of an Owner or through the willful or negligent acts of the family, guests, invitees or Lessees of the Owner shall be liable for the cost of such maintenance and repair, and the cost of such maintenance and repair shall be an Individual Assessment against the Lot.

All maintenance requests or issues should be reported to the Management Committee at Golden Spike Realty- Kaitlyn via email [kaitlyn.goldenspike@gmail.com](mailto:kaitlyn.goldenspike@gmail.com) or via phone 801-773-1777. Photos are not necessary but always helpful in determining what needs to be fixed.

#### **R. CANCELLATION OF INSURANCE- Article VIII Section 3 or 8.3**

Nothing shall be done or kept in any Lot or in the Common Areas or any part thereof which would result in the cancellation of the insurance on the Project or any part thereof or increase of the rate of the insurance on the Project of any part thereof or increase of the rate of the insurance on the Project or any part thereof without the prior written consent of the Association.

Nothing shall be done or kept in any Lot or in the Common Areas of any part thereof which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Areas or any part thereof shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Association and the Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees.

#### **S. AUTHORITY**

In Section III of the Bylaws, one of the responsibilities of the Board is that they "shall have the power from time to time to adopt any Rules and Regulations deemed necessary for the enjoyment of the Project provided such Rules and Regulations shall not be in conflict with the Project Documents."

As per Bylaw Section 3.2 "The board may employ a Manager at a compensation established by the Board, to perform such duties and services as the Board shall authorize, including but not

limited to, the duties listed in Section 3.1. The Board may delegate to the Manager all of the powers granted to the Board by these Bylaws; provided that any actions by the Manager with respect to the powers set forth in paragraphs (b), (f), (g), and (i), of Section 3.1 shall require the written consent of the Board.

Before assessing a fine, the Board or Management Company must give a written notice of the violation to the lot owner of the violation and inform the lot owner that a fine will be imposed if the violation is not cured within the time provided in the written notice. The written notice shall follow State Code requirements including a description of the violation, the rule broken and the section where it is found in the Rules and Regulations and the CC&Rs.

If a violation is temporarily cured or stopped, but is repeated by the same lot owner within 120 days of the date a written notice of the violation is first served on the lot owner, the violation shall be deemed to be a continuing violation and the Board shall not be required to serve another notice of violation upon the lot owner but may rely upon the notice provided in the first written notice.

While under the direction of a Management Company the Board gives authority for Management Company to act in their behalf of sending written notice of violation and charging fines to all owners in violation of any fine listed there above or in the CC&RS.

#### **T. NOTICE OF VIOLATION AND FINE**

The notice of a violation of a bylaw or the rules and regulations of the association and the notice of a fine imposed by the Board or Management Company 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
- (b) Sending a copy through certified or registered mail, 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
- (c) Leaving a copy with a person of suitable age and discretion at the lot owner's residence
- (d) Posting a notice on the owner's residential front door, which must include a signed notice of delivery with date and time of delivery, and a photo taken of where notice was posted
- (e) Emailing a copy to the owner's personal or work email address kept on file by the Association

#### **U. TIME TO CURE**

In all instances, the violation must be cured within 48 hours of written notice being delivered to the lot owner or the lot owner's agent, unless such time period is extended by Board approval. If a lot owner repeats the violation more than 48 hours after receiving the written notice of violation but less than 120 days after receiving the notice, the lot owner shall be deemed to have not timely cured the violation and another violation can be applied.

All violations will be documented and kept on a violation registry. All violations will be removed from a unit owner's record once cured for the time of 6 months of last written notice.

#### **V. FINE**

Fines will be assessed when owner in violation has received 3<sup>rd</sup> notice of violation. All fines will be assessed in accordance with Exhibit A for rule broken.

#### **W. PROTESTING A FINE**

Owner in violation who is assessed a written violation or fine may request an informal hearing with the Board or Management Company to protest or dispute the fine within 30 days from the date the fine or written notice is assessed. The lot owner should include the following when protesting a violation:

- (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 bylaw, rules or regulations
- (c) The amount of the fine the lot owner claims should be paid and the reasons supporting that claim
- (d) Any errors made by the Board in calculating, assessing, or collecting the fine

After the owner has made their case, the Board will vote on the matter and provide written notice of their decision to the unit owner concerning the violation request.

#### **X. PROCEDURE OF HIRING EMPLOYEES, VENDORS, OR CONTRACTORS**

The following procedure shall take place each time the association needs to hire a vendor to work on the association grounds. No exception shall be made unless Board approval is given. If Management Company is contracted, they have the authority to act in behalf of the Board as the Board sees fit and gives authority.

- 1. All Vendors are to submit bid of job to be completed. Upon submission of bid they must also include a copy of their license and business liability insurance. No vendor may begin work without these items having been submitted to the Board or Management Company.
- 2. If contract is necessary, one will be drafted by a designated Board member, Management Company, or the vendor. Contract will be approved and signed by all parties before work may begin.
- 3. Vendor will be responsible for acquiring all permits required for work to be completed. All permits and inspection reports must be turned in to the Board or HOA Management Company. If vendor fails to do so and the Association is fined by the city or county, vendor responsible will pay all fines charged.

Any unit owner completing exterior work not covered by the HOA must follow the same guidelines listed above. If unit owner completes work on own they must be willing to accept and sign a contract stating they accept full responsibility for any liability for any damages that may occur. If unit owner does not follow guidelines above they will be fined in accordance to Architectural Requests Rules.

Exhibit A  
Fines of Rules and Regulations

| 1 <sup>ST</sup><br>Offense<br>Given at time of 3 <sup>rd</sup><br>written notice | 2 <sup>nd</sup><br>Offense<br>Within 90<br>days of 1 <sup>st</sup> fine | 3 <sup>rd</sup><br>Or more<br>Offense<br>within 92 days<br>of 1 <sup>st</sup> fine | RULE<br>(the following activities are prohibited)   |
|--|---|--|---|
| \$25   | \$25  | \$25   | <b><u>SECTION A</u></b> <ul style="list-style-type: none"> <li>Monthly late fee to be charged in the amount of \$25.00 for all unpaid HOA Fees after the 15<sup>th</sup> of each month.</li> </ul>  |
| \$25   | \$50  | \$75   | <b><u>SECTION B</u></b> <ul style="list-style-type: none"> <li>No household pet may violate local, state or federal laws.</li> <li>All pets are to be accompanied by owner, on a leash and under control.</li> <li>All pets waste is to be promptly cleaned up.</li> <li>All pets are to be licensed and vaccinations in accordance with Weber County ordinances.</li> <li>No animal of any kind is to be raised, bread, or kept in common areas.</li> <li>No pet shall be a nuisance.</li> <li>No pet shall be tied up and left in Common Areas.</li> </ul>  |
| \$25   | \$50  | \$75   | <b><u>SECTION C</u></b> <ul style="list-style-type: none"> <li>No Smoking is permitted within a Unit, Lot, Limited Common Areas or Common Area of the Association Grounds.</li> </ul>   |
| \$25   | \$50  | \$75   | <b><u>SECTION D</u></b> <ul style="list-style-type: none"> <li>No noxious or offensive activity shall be allowed within the Association grounds.</li> <li>No loud noises or noxious odors will be permitted</li> </ul>  |
| \$25   | \$50  | \$75   | <b><u>SECTION E</u></b> <ul style="list-style-type: none"> <li>No motor vehicle or trailer including but not limited to: automobile, commercial vehicle, truck tractor, mobile home, trailer, camper trailers, boat or other water craft, boat trailer, or any other transportation device may be parked or stationed in front of garages, walkway, driveway, Lot, Limited Common Area or Common Area.</li> <li>No Resident is permitted to park in visitor parking area.</li> <li>No repairs of any motor vehicle shall take place on Association grounds.</li> <li>Motor Vehicles parking in unauthorized areas or in violation of the parking rules shall be towed at owner expense.</li> <li>No parking area shall be used for storage facilities.</li> <li>All units are allotted 2 parking spaces and shall park in those assigned spots only.</li> </ul> |
| \$25   | \$50  | \$75   | <b><u>SECTION F</u></b> <ul style="list-style-type: none"> <li>No obstruction of the Common Areas shall take place.</li> <li>Nothing is to be kept or stored on any part of the Common Areas without prior written consent of the Association.</li> <li>Nothing shall be altered on, constructed in or removed from the Common Areas except upon the prior written consent of the Association.</li> </ul>   |
| \$25   | \$50  | \$75   | <b><u>SECTION G</u></b> <ul style="list-style-type: none"> <li>No architectural change shall be permitted without first prior written consent of the Board.</li> </ul>  |



|      |      |      |   |
|------|------|------|---|
| \$25 | \$50 | \$75 | <u><b>SECTION H</b></u> <ul style="list-style-type: none"> <li>No sign shall be allowed in the Common Areas without prior written consent of the Board.</li> </ul>  |
| \$25 | \$50 | \$75 | <u><b>SECTION I</b></u> <ul style="list-style-type: none"> <li>No cardboard or tinfoil shall be used as window coverings without prior written consent from the board.</li> </ul>   |
| \$25 | \$50 | \$75 | <u><b>SECTION J</b></u> <ul style="list-style-type: none"> <li>No structure of a temporary character, or trailer, camper, tent, shack, garage, or other outbuildings shall be used in the Association grounds.</li> </ul>   |
| \$25 | \$50 | \$75 | <u><b>SECTION K</b></u> <ul style="list-style-type: none"> <li>All garbage must be placed in an enclosed plastic bag before placed into the Association dumpster.</li> <li>No beds, couches, ovens, dryers, washers, or any other large appliances should be placed in the Association dumpster.</li> <li>No trash shall be left in the Limited Common Area or Common Areas.</li> <li>No exterior fires shall be permitted</li> </ul> |
| \$25 | \$50 | \$75 | <u><b>SECTION L</b></u> <ul style="list-style-type: none"> <li>No outside clotheslines or other outside facilities for drying or airing clothes shall be permitted.</li> </ul>  |
| \$25 | \$50 | \$75 | <u><b>SECTION M</b></u> <ul style="list-style-type: none"> <li>No Unit in the Association shall be used as a Time Share at any given time.</li> </ul>   |
| \$25 | \$50 | \$75 | <u><b>SECTION N</b></u> <ul style="list-style-type: none"> <li>All lease agreements shall abide by the Project Documents</li> <li>Leases shall prohibit smoking in the Association Grounds</li> <li>No more than 40% of the Association units shall be rented at one time.</li> </ul>   |
| \$25 | \$50 | \$75 | <u><b>SECTION O</b></u> <ul style="list-style-type: none"> <li>No Common Water shall be used for the personal use of a owner, resident, occupant, tenant, or guest.</li> </ul>  |
| \$25 | \$50 | \$75 | <u><b>SECTION P</b></u> <ul style="list-style-type: none"> <li>Any repair work completed not matching the original structure is finable</li> </ul>  |
| \$25 | \$50 | \$75 | <u><b>SECTION Q</b></u> <ul style="list-style-type: none"> <li>Any maintenance item gone unreported will be the owners responsibility to have repaired.</li> <li>If the Association has to step in to make necessary repairs the owner will then be financially responsible for said repairs and be fined.</li> </ul>   |
| \$25 | \$50 | \$75 | <u><b>SECTION R</b></u> <ul style="list-style-type: none"> <li>Any act that cancels or jeopardizes the Associations Master Policy</li> </ul>  |