

# THE COTTAGES AT PLEASANT VALLEY OWNERS' ASSOCIATION

## HOMEOWNERS:

We, the Officers and Board members would like to welcome you as a member of our Homeowners Association.

Attached you will find copies of the Declaration of Covenants, Conditions & Restrictions, Bylaws, Rules and Regulations, general information, and contact information. Please take a moment to familiarize yourself with these documents.

The Officers and Board of Directors are responsible for managing the affairs of the Association and to oversee the maintenance of the common area. The dues that you pay will provide for landscaping, snow removal, and overall maintenance of the common area. Dues will also provide for the master/blanket policy of the Association insurance. All owners must hold personal insurance on their individual unit. Please contact your personal insurance agent to ensure that you have the proper policy covering your home. The master policy is carried through Statewide Insurance Agency with Becky Taylor (801-394-0312) with the policy being written through Travelers. Becky will be happy to answer any questions concerning our coverage. Please refer to Article XIII of the CC&Rs referring to insurance coverage.

Our homeowner dues are \$175.00 per month, and are due on the 1<sup>st</sup> of each month. Dues, that are not received by the 10<sup>th</sup> of each month, will be assessed a \$15.00 late fee. Dues should be mailed to:

Payable: Cottages at Pleasant Valley or Cottages at PV  
Mailed to: Golden Spike Realty  
PO Box 238  
Roy, UT 84067

A certain amount, as designated by the Homeowner's association Board of Directors, of each month's dues, per unit, is committed to a reserve fund for property maintenance.

The Board of Directors meetings are held every other month. Please contact Kaitlyn Linford with our Management Company to find out when and where meetings will be held. We schedule general homeowners meetings 1 time during the year in September and you will be notified of the date, time and location of this meeting.

If you are a pet owner our restrictive covenants require you to keep your pets on a leash and also to clean up after them. The restrictive covenants also limit each household to no more than 3 pets.

One day a week during the growing season, our contracted landscaper will be on the property.

The Current Officers/Board Members are:

Joy Izatt	President
Lesley Osiek	Vice President
Karen Miller	Board Member
Norrine Gardiner	Board Member
Lia Peterson	Board Member

ADDITIONAL INFORMATION ABOUT WHAT IS GOING ON AT THE COTTAGES AT PLEASANT VALLEY CAN BE FOUND IN OUR HOA MEETING MINUTES LOCATED AT [www.goldenspike Realty.com/cottages](http://www.goldenspike Realty.com/cottages)

**PLEASE SEND COMMUNITY ISSUES TO GOLDEN SPIKE REALTY**

Kaitlyn Linford or Chad Hill  
801-773-1777 After hours 801-698-8390  
[kaitlyn.goldenspike@gmail.com](mailto:kaitlyn.goldenspike@gmail.com)

[chad@goldenspike Realty.com](mailto:chad@goldenspike Realty.com)

**Please note that we prefer all maintenance requests to be done via e-mail, as this helps us keep track of the issue better for you.**

THE COTTAGES AT PLEASANT VALLEY HOMEOWNERS ASSOCIATION  
RULES AND REGULATIONS  
June 2019

These rules have been formed to promote the common good of all the residents of The Cottages at Pleasant Valley Owners Association. They have been prepared to help each owner/occupant work together in carrying out the needs within our Association and make this a great place to live. They are taken in part from the Declaration of Covenants and Bylaws of the Association.

**A. Architectural Control-Buildings and Patios**

No building, fence, wall, patio cover or other structure shall be commenced, painted, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and color and location in relation to surrounding structures and topography by the Board.

Each unit shall be used as a single family residence and for no other purpose.

Any contractor or workman authorized by Management may enter any unit patio at any reasonable hour of the day for maintenance work.

No owner or any member of the family or guest of the owner shall be allowed upon the roof of the units.

Owners should keep the interior of their patios clean and free of obstruction which would be an eyesore to the other owners.

No shades, awning, window guards, ventilators, fans or air condition devices shall be used in or about the buildings except such as shall have been approved by the Board.

Nothing shall be done or kept in the Properties which will increase the rate of insurance on any property insured by the Association.

Storm/security doors may be added to a unit's front door or patio entry with the written approval of the Board. The owner is responsible for all upkeep and maintenance of the door. Broken, damaged and any unsightly doors must be repaired at the owner's expense or removed.

As per CC&R Article XI there shall be no fences installed within the Association grounds. However, the Association will permit electric fences with Board approval. Any variance given for a fence must be previously approved by the Board. Dimensions and install for fences will be individually evaluated per

requests. All installs must not affect the Association sprinkling system, they will not be permitted to extend to the sides or front of units and pets will still be required to follow pet and nuisance rules and not disturb fellow occupants.

Any and all damaged caused to the exterior of a unit by an owner, tenant, family members, guests, or contractors will be repaired at said owner's expense.

Seasonal lights and decorations must be removed within 30 days after the declared holiday date, except when snow or ice prevents the safe removal of the lights or decorations.

## **B. Common Areas**

Nothing shall be altered or constructed in or removed from the Common Area; except for the planting of flowers around each owners unit. All flowers planted by unit owners are to be maintained by the owner.

No sign, poster, display, billboard, or other advertising device of any kind shall be displaced to the public view on any portion of the Properties or any unit without the prior written consent of the Board.

No bicycles, scooters, baby carriages or similar vehicles, toys or other personal articles/belongings shall be allowed to be left in any of the common areas. Owners shall not be permitted to store personal belongings in the Common or Limited Common Areas, including unit flower beds surrounding units. All items must be properly stored within units garage.

All Garbage cans shall be stored in unit garages or the side of units concealed from others view. Any other placement of the garbage can will not be permitted without prior Board approval.

Owners, leases, and renters shall be responsible for the willful or negligent actions of themselves, their children, and their guests.

## **C. Nuisance**

No owner shall make or permit any noises that will disturb or annoy the occupants of any of the units in the Association or do or permit anything to be done which will interfere with the rights, comfort or convenience of the other owners.

No exterior speakers, horns, whistles, bells or other sound devises, noisy or smokey vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or other items which may unreasonably interfere with television or radio reception of any Owner in the Properties, or exposed to the view of other Owners without the prior written approval of the Board.

## **D. Late HOA Fees**

Maintenance fees are due and payable in advance on the first day of each month to the treasurer or contracted Management Company of the Association. Fees not paid by the 10<sup>th</sup> of the month will be considered delinquent and subject to a late charge of \$15.00 per payment. All payments should be payable to the Cottages at Pleasant Valley or Cottages at PV.

#### **E. Parking**

No Owner, tenant, or occupant shall park, store or keep any vehicle except wholly within their garage or driveway.

No inoperable vehicles, large trucks, recreational vehicles, boats, motor homes, etc. shall be stored on streets, private areas, or driveways of the Association properties. Recreational vehicles may be temporarily parked from time to time, for periods not to exceed forty-eight (48) hours for purposes of loading, unloading, and cleaning.

Disabled and unused vehicles may not be left in guest parking areas.

Additional Parking spaces in the center East corner of the round-about are designated as visitor parking and visitor parking only. No resident is permitted to park in this area at any given time.

No overnight street parking is permitted along 5575 S and 250 E. Day time street parking is permitted so long as it is not along both sides of the road. All roadways as per the State must be kept clear for emergency vehicles to access.

#### **F. Insurance**

In accordance with Utah State Law Section (57-8a-404) "each lot owner is an insured person under a property insurance policy." Stating that all lot owners must hold personal insurance on their individual unit. Said insurance policy should be in accordance with the Associations HO6 Policy.

In accordance with Utah State Law Section (57-8a-404) if a loss occurs, "the lot owner is responsible for the association's policy deductible." All lot owners should contact their insurance company to file a claim, then the appropriate Associations Board member or contracted Management Company to make them aware of the situation. If lot owner's insurance company has any questions they should contact a Board member or the contracted Management Company with questions.

#### **G. Pets**

No animals, livestock reptiles or poultry of any kind shall be raised, bred or kept on any Unit or the Common Area, except usual and ordinary dogs, cats, fish, and birds.

No unit shall be permitted to hold more than 3 household pets.

Animals belonging to owners, tenants, or occupants must be kept within an enclosure, enclosed patio, or on a leash being held by a person capable of controlling the animal. All enclosures must be so maintained that the animal cannot escape therefrom. All alterations or additions to the patio area must be previously approved by the Board of Trustees. (See Rule A for details). No pets are permitted to roam the Common Area freely.

Any animal found unattended and not being held on a leash by a person capable of controlling the animal may be removed by the Association or a person designated by the Association to do so, to a shelter under the jurisdiction of the local municipality.

Animal owners shall be liable to any and all unreasonable noise or damage to persons or property caused by any animal brought or kept upon the properties by any owner, tenant, occupant, or guest.

It shall be the absolute duty and responsibility of each owner, tenant, or occupant to clean up any and all pet waste/mess immediately after their animals in any and all areas used in the Common Areas. All unit owners, tenants, and/or occupants will be held financially liable for any and all damages caused by animals to Common Area. Such damages may include: grass, flower beds, shrubs, fence, curbing, etc.)

Pet owners shall indemnify Management and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in the development.

No animal may be a nuisance to any and all other residents. If animal is making excessive noise or becomes obnoxious to other residents, the pet owner must immediately rectify and correct the problem. If the problem is not corrected, the owner, upon written notice by the Board of Trustees or contracted Management Company with Board approval, will be required to dispose of the animal.

As of 9/25/2017 all pets in the association must weigh 35lbs or less. Any pets currently in the Association weighing over 35lbs will be grandfathered in until pet passes away or the owner removes the pet from the Association grounds permanently. All new pets to enter into the Association after the above date must abide by the Pet Weight Limit Rule.

#### **H. Notice of a 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 owners residence
- (d) Posting a notice on the owners 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 owners personal or work email address kept on file by the Association

#### **I. Time to Resolve**

In all instances, the violation must be resolved 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 resolved for the time of 6 months of last written notice.

#### **J. 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.

#### **K. Fines**

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

1 <sup>ST</sup> Offense Given at time of 3 <sup>rd</sup> written notice	2 <sup>nd</sup> Offense Within 90 days of 1 <sup>st</sup> fine	3 <sup>rd</sup> Or more Offense within 92 days of 1 <sup>st</sup> fine	RULE (the following activities are prohibited)
\$25	\$50	\$75	<u><b>SECTION A</b></u>
\$25	\$50	\$75	<u><b>SECTION B</b></u>
\$25	\$50	\$75	<u><b>SECTION C</b></u>
\$15	\$15	\$15	<u><b>SECTION D</b></u>
\$25	\$50	\$75	<u><b>SECTION E</b></u>
\$25	\$50	\$75	<u><b>SECTION G</b></u>