

# Eagle View HOA Rules & Regulations Summary

Approved Jan. 2016

## CA= Common Area & LCA= Limited Common Area

Common areas refers to all landscaped areas, walkways, private roads, water and water rights, lawn water distribution systems, sanitary storm/sewer facilities, easements, right-of-way for the use and enjoyment of all unit owners. Limited common areas (LCA) refers to elements which are reserved for and used by owners to the exclusion of others, including porches, balconies, decks, patios, reserved parking spaces, fenced yards, and garages. LCA areas, typically 4 feet from the building, should be maintained by occupants and kept free of toys, clutter, weeds, leaves, and grass in beds.

## General

Explosives or articles deemed extra hazardous to life shall not be brought onto or stored in Eagle View HOA property. No sign of any kind shall be displayed except customary name and address signs and a window sign or sign not more than 3 ft x 2 ft in size advertising the property for sale or rent. Landscaping must be maintained in a neat uncluttered and sanitary condition. Seasonal lights and decorations must be removed within 30 days after the declared holiday date. The walkways and common areas in front of the units and roadways, including behind the units, or in front of the garages shall not be obstructed in any way preventing their regular use. Between 10:00 p.m. and 8:00 a.m. all noise shall be held to a minimum.

## Pets

Unit OWNERS only, may have one medium dog. Renters are not allowed a dog. No dogs shall be left unattended outside the units. It is prohibited to leave unattended pet food outside of the unit because it attracts insects, mice, rats and other undesirable creatures. All pets shall be kept on a leash or within a fenced LCA on Eagle View property. Pet owners will IMMEDIATELY pick up any droppings by their pets and dispose of them in their trash cans. Anyone wishing to report a violation of the above rules should attempt to photograph or find a witness to observe the violation, and to identify the animal. For other violations, not involving personal injury or property damage, a warning will be given. For repeat violations, the owner will be required to remove the pet from Eagle View. If a pet damages or destroys the property of another, the pet owner will be required to repair the damaged property or replace the property destroyed. If a pet bites or otherwise injures anyone or pet in Eagle View, the pet owner will be liable for all medical, hospital, and all other cost and will be required to remove the pet permanently from Eagle View.

## Garbage and Trash

The Eagle View's garbage collection is handled by the Brigham City Corp. Approved trash cans shall not be placed in the pick-up area before the pick up day, and shall be returned to the units storage within 24 hours. Pick up day is Tuesday. All garbage cans should be removed by 9:00 a.m. Wednesday. No owner/renter shall conduct major repairs or restoration of any motor vehicle, boat, trailer, or aircraft, in the common or limited common areas.

## Smoking

Smoking materials, such as cigarette butts, cigar ends, etc. must be properly disposed of in a proper receptacle. Please smoke at least 30 feet away from the building.

### Fireplaces, Stoves and Chimneys

Open flame outdoor stoves, chimneys, or portable fire pits, tiki torches, or anything with an open flame are not permitted.

### Televisions an Antenna Systems

Cable TV is available in this area and each unit in Eagle View is wired for cable TV and satellite systems. Individual radio antennas or satellite dishes shall not be attached to or hung on the exterior walls or attached to the unit roofs or other buildings or common areas, except as permitted by the Management Committee.

### Solar Panels

Solar panel installation on unit rooftops is prohibited.

### Grounds Maintenance

Maintenance of common areas, such as snow removal, lawn watering, etc. will be done by the Management Committee. Unit occupants are to keep LCA's (walk ways & carports) free of toys, bikes, car parts, or clutter. Unit owners may plant flowers and shrubs in pots on their front or back porches. Shrubs and or trees can be trimmed by unit owners, but removals or additions require permission from Management Committee. Shrubs should be trimmed below lower window sill level.

### Snow Removal

Snow removal plowing is limited to CA. The driving lane only is plowed. Unit occupants need to shovel walkways, in front of doors and garages as necessary. Each unit is required to keep snow shoveled in LCA like porches, and sidewalks in front of units and their open parking spaces as necessary. There is only one drain at Yellow Feather, west of the buildings, and gutters must be shoveled and kept clear to allow snowmelt to drain properly. Car wheels **must not** be in gutters.

### Traffic and Parking

All vehicles on the property must be registered with the HOA. Skateboards, motorized bicycles, scooters, snowboards, skis, and related equipment may not be operated within the boundaries of Eagle View. Motorized vehicles (including motorcycles and ATV's) shall not be operated within the boundaries of Eagle View. The speed limit within the boundaries is 10 miles per hour. Each unit has been provided 2 parking locations -- a garage or carport and one parking space. Unit owners/renters should park their vehicles in their registered spaces. Only current licensed operable vehicles may be parked in the HOA parking areas. Parking variances for a third vehicle, may be obtained from the Management Committee if space is available. Cost for the additional parking will be \$5 per month. (no partial months, paid six months in advance.) Parking for guest is limited to street parking. All vehicles must be off the streets after a snow fall per Brigham City Corp.

### Recreational Vehicles

All recreational vehicles ( motor homes, boat, trailers, campers, utility trailers, and commercial trucks) are restricted from parking in the Eagle View parking areas.

**A copy of these Rules & Regulations must be kept in all units.**

## **Procedure for Dealing with Violations of Eagle View HOA Rules and Regulations**

First Violation:	Request by unit owner or Management Committee member – 1 week to correct
Second Violation:	Verbal warning by Management Committee member – 1 week to correct
Third Violation:	Written notice from Management Committee – 1 week to correct
Fourth Violation:	\$50 fine if not corrected
Fifth Violation:	Action by Management Committee to correct violation at owner's expense
Final Disposition:	Legal actions as required. All legal costs will be at the expense of the unit owner



# RULES AND REGULATIONS

OF THE

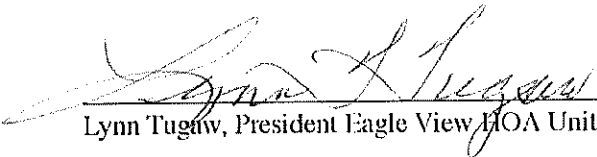
## EAGLE VIEW HOA, a PUD

### Revision 3

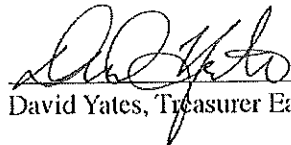
Article V Section (h) of the "Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Eagle View Town Homes, a Planned Unit Development" as well as Section V(f) of the "Bylaws of Eagle View HOA, a PUD" authorizes the Management Committee to establish Rules and Regulations for administrating the Eagle View HOA. The Management Committee may adopt, modify, or repeal any Rule or Regulation.

Copies of these Rules and Regulations have been furnished to the unit owners and shall become effective as of 1 January 2016 and supersedes all Rules and Regulations published previously.

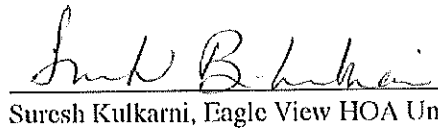
Approved by the following members of the Management Committee:

  
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Lynn Tugaw, President Eagle View HOA Unit Owner

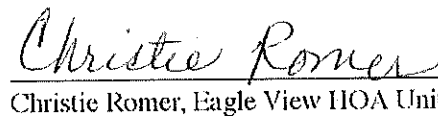
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Date

  
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David Yates, Treasurer Eagle View HOA Unit Owner

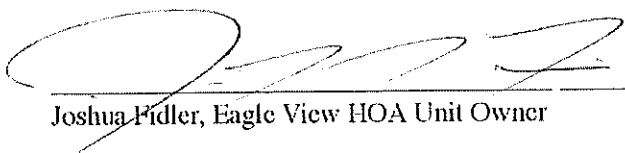
1-4-16  
Date

  
\_\_\_\_\_  
Suresh Kulkarni, Eagle View HOA Unit Owner

5 January 2016  
Date

  
\_\_\_\_\_  
Christie Romer, Eagle View HOA Unit Owner

Jan 4, 2016  
Date

  
\_\_\_\_\_  
Joshua Fidler, Eagle View HOA Unit Owner

4 January 2016  
Date

# Rules and Regulations of Eagle View HOA

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# Rules and Regulations of Eagle View HOA

## 1. Purpose

The purpose of this document is to provide Rules and Regulations establishing a code of conduct for everyday living which will ensure that Eagle View HOA (hereinafter "Eagle View") will continue to be a pleasurable and safe place to live for all unit owners; to maintain or enhance the property value or improvements of the Eagle View common area, unit structures, and the Homeowners Association(HOA).

### 1.1 Vision Statement

We desire to create a harmonious community of responsible owners who enjoy a safe, comfortable and healthy lifestyle while maintaining and improving the property values of the unit structures, property and common area and limited common area (LCA) within the HOA.

### 1.2 Mission Statement

The following Mission Statement describes what must be done (by Eagle View Owners and their Management Committee) to ensure the Vision Statement becomes a reality: "We will conceive and implement a fiscally responsible plan to ensure that the Eagle View community facilities are properly administered and responsibly maintained."

## 2. Owners Responsibility

### 2.1 General

Unit owners shall be responsible for their actions and the actions of their children, tenants, guests and pets. Unit owners shall bear the cost of repairing any damage done to the common area or Limited Common Area (LCA) or facilities caused by them, their children, tenants, guests or pets. Costs for repairing damage to units or common area or LCA structures caused by moving or carrying articles in or out of a unit or common area shall be paid by the resident responsible for the damage. Unit owners are responsible for supplying and reviewing with their tenants all the governing documents of the HOA.

The complex does not have entrance gates or security devices. Security is the responsibility of each unit owner. In an emergency, dial 911 or call the police.

Owners with large waterbeds, aquariums, or furniture that cause structural damage to the building are responsible for its repair.

Explosives or articles deemed extra hazardous to life shall not be brought onto or stored in Eagle View HOA property.

No sign of any kind shall be displayed to the public view on any lot or common area, except customary name and address signs and a window sign or sign not more than 3 feet x 2 feet in size advertising the property for sale or rent.

Any damage to underground pipes or electrical wiring caused by the owner is the responsibility of the property owner. Owner must report any damage to the Management Committee immediately.

Landscaping must be maintained in a neat and sanitary condition.

Seasonal lights and decorations must be removed within 60 days after the declared holiday date, except where snow or ice prevent the safe removal of the lights. Unit owners are responsible for all exterior lighting on their units.

The walkways and common areas in front of the units and roadways, including behind the units, or in front of the garages shall not be obstructed in any way preventing their regular use. Residents must maintain their open parking areas, covered carports, sidewalk gutters in their LCA, garages and entries clean and free from ice, debris and unsightly obstructions. Benches, children's toys and play items, bicycles, scooters, strollers, etc. shall not be left unattended in any of the common areas.

Between 10:00 p.m. and 8:00 a.m. all noise shall be held to a minimum. All audio/visual equipment will be kept at a sound level that cannot be heard in other units.

Unit owners will provide to the Management Committee information about themselves and renters in the form available in Section 9 within thirty (30) days of themselves/renters moving into their unit so that information is available about names, vehicles on premises, contact information, voting signatures etc. in case of emergencies or otherwise.

## **2.2 Complaints and variances**

Complaints and suggestions regarding the management of the Eagle View complex, or items of concern, should be submitted in written form, dated, signed and forwarded to the Management Committee for review at their next regular meeting.

A variance to these Rules and Regulations may be considered by the Management Committee. A Variance form for use by the unit owner is included in Section 9.

## **2.3 Home business**

Unit owners must obtain prior written approval from the Management Committee before they conduct a home business within Eagle View. In general, businesses that require walk-in or pick-up by clients and result in increased traffic, noise or other disturbance to neighboring units will not be permitted.

## **2.4 Pets**

### **2.4.1 Permission to keep pets**

Unit owners may have NO MORE than one dog. All Brigham City animal code rules on vaccinations and registrations etc. shall be met. Our goal is to make the Owners Association dog free to avoid dog dropping issues. We encourage unit owners to help us achieve this goal and request them to impose a no dog requirement on their renters.

### **2.4.2 Pet rules**

All pet owners in Eagle View are under continuing obligation to comply with the following rules:

- a. It is prohibited to leave unattended pet food outside of the unit because this attracts insects, mice, rats and other undesirable creatures. Bird food left outside must be in feeders so designated and placed as to prevent access by mice, rats, raccoons, squirrels, skunks, insects, or other undesirable creatures.
- b. All pets shall be kept on a leash or within a fenced LCA on Eagle View property. Pets found running loose will be turned over to the city pound.
- c. Pet owners will, at all times, immediately pick up any droppings (does not include urine) by their pets and dispose of the droppings in their trash cans.
- d. Pet owners must take proper precautions to prevent their pets from frightening people, particularly children and smaller pets.
- e. No pets will be permitted to bark or make other noises that will disturb others and damage or destroy the property of others.
- f. No pet shall be tied to a tree, stake or any structure in the common areas.

### **2.4.3 Violations**

Anyone wishing to report a violation of the above rules should attempt to photograph or find a witness to observe the violation and to identify the animal so that the violation and the identity of the animal can be proven. All reports of violators of these rules will be given to the Management Committee for action. See Section 8 for penalties.

### **2.4.4 Penalties (See also Section 8)**

When and if it is established that a pet or its owner has violated one or more of the above rules, a penalty will be assessed by the Management Committee as follows:

- a. If barking or other noise by a pet disturbing other owners is not stopped after warning by the Management Committee, the owner may be required to remove the pet permanently from Eagle View. For other violations, not involving personal injury or property damage, a warning will be given. For repeated violations, the owner will be required to remove the pet from Eagle View.



- b. If a pet damages or destroys the property of another, the pet owner will be required to repair, to the satisfaction of the unit owner, the damaged property or replace the property destroyed.
- c. If a pet bites or otherwise injures anyone in Eagle View, the pet owner will be liable for all medical, hospital, and other costs AND will be required to remove the pet permanently from Eagle View.

### **2.5 Smoking**

Smokers should be considerate of the wishes of all unit owners and occupiers at Eagle View. Smoking materials, such as cigarette butts, cigar ends, etc. must be properly disposed of by the smoker in a proper receptacle. Any property damage resulting from smoking is the responsibility of the unit owner. Please smoke at least thirty (30) feet away from building.

## **3. Administration**

### **3.1 Annual Meeting**

The Management Committee will establish a date for the annual meeting of the Eagle View HOA and provide an electronic mail to all unit owners no less than fifteen (15) calendar days prior to the meeting. The purpose of the annual meeting is to elect members to the Management Committee and conduct such other business as may be lawfully conducted. The Management Committee encourages all HOA members to attend or provide a proxy if they cannot. Proxy forms will be provided with the meeting notices. The Management Committee President establishes the protocol for the conduct of the meeting.

### **3.2 The Management Committee**

The Management Committee consisting of at least three (3) but no more than five (5) unit owners will be elected by the Eagle View owners at the annual meeting. The term of office will be two (2) years. An election will be required for the second term. The terms shall be staggered so that approximately one-half of the board members will be elected every two years. No compensation will be paid to the Management Committee members for their services.

Following this election, the administrative duties of all of the Management Committee members will be assigned by the president.

The Management Committee will hold regularly scheduled monthly meetings to conduct Eagle View HOA business. These meetings are open to all Eagle View unit owners. Upon adjournment of the open session of the meeting, an executive session, exclusively for the Management Committee, may follow.

## **4. Finances**

### **4.1 Monthly Dues**

The monthly HOA dues is established by the Management Committee and is due the first (1st) day of each calendar month and becomes overdue if not received by the fifteenth (15th) day of the month due. It is the responsibility of each unit owner to send the monthly dues payment in full (not partial or multiple months) and in time to meet the fifteenth (15th) date to:

**Eagle View HOA  
C/O WRPM  
5300 South Adams Avenue Parkway – Suite #8  
Ogden, Utah 84405**

The monthly dues is used to pay the expense of Eagle View's operations, such as insurance; common area water and electricity; exterior maintenance of roof, rain gutters/downspouts only; repairs and improvement of the common area; parking lot upkeep; snow removal and grounds maintenance, etc.

There will be a \$30 setup fee to set up accounts for new unit owners in the HOA (see Section 9 for forms). There will also be a \$50 payoff and transfer fee in connection with the sale of a foreclosed unit.

### **Collection of these dues will be in accordance with the following policy:**

1. Association dues are due and payable on the first day of each calendar month.

2. Monthly invoices will be sent to each unit owner for this payment by email only. Statements will be sent to all Eagle View unit owners who are delinquent in paying monthly dues or who are responsible for other payments to the HOA.

3. If monthly dues payments are not received by the fifteenth (15th) calendar day of the month due, a late charge will be assessed. Late charges will apply for each month a payment is late and accumulates each additional month a payment is not received. The following table shows how the late charges will accumulate:

<b>Months Late</b>	<b>Accumulated Charges</b>
One	\$15.00
Two	\$30.00
Three	\$45.00
Four	\$60.00

Article VII from the CC&R is simplified below to show how the late charges and penalties are levied:

"HOA dues and any installment of Special Assessments that are LATE shall have the following penalties:

1. Fifteen (15) days after the due date, a late fee of fifteen dollars (\$15.00) or ten (10%) percent, whichever is greater, will be assessed.
2. Thirty (30) days after the due date, interest charged at eighteen (18%) percent per annum shall be added to balance due, calculated from the due date."

4. If a unit owner's personal check is declined by his/her bank for insufficient funds, the unit owner will be responsible for all bank return fees plus a \$25 HOA penalty fee and will be required to pay the dues by a cashier's check or money order thereafter.

5. Unit Owners who have not paid their dues, assessments, or related charges within 90 days from the due date will have a lien recorded against their unit with the County Recorder's Office, a suit will be filed, or foreclosure action will be taken. All filing fees and legal costs, including attorney's fees, will be paid by the unit owners.

6. The Management Committee, under Utah Law, as fiscally responsible for the finances of the Association, is required to vigorously take legal action on behalf of the Unit Owners to collect all dues and fees to the Association.

#### **4.2 Liens**

At the discretion of the Eagle View Management Committee, a lien may be filed against any unit owner for the non-payment of any assessment, monthly maintenance dues, fines, or other financial obligation to the Association.

Once the lien has been filed and Eagle View HOA receives notice that the lien has been paid or otherwise satisfied, the lien will be released within twenty (20) days of receiving of such notice.

### **5. Services**

#### **5.1 Insurance**

The Association does not carry any policy to cover flood or earthquake. However, the HOA carries insurance to keep all buildings, improvements and fixtures of the common area against loss or damage by fire. See Article VIII of the CC&R. Unit owners are responsible for obtaining insurance on their contents and the unit interior. These policies are for the protection of the Unit Owners who indemnify the Management Committee as stated in section XII of the Eagle View Bylaws. It is recommended that the unit owners carry a policy which will cover the \$1,000 deductible in case of claims against the Association Master Policy.

##### **5.1.1 Insurance claims**

Owners shall not make a direct claim against the Association Master Policy. All claims must be handled through the Management Committee.

##### **5.1.2 Unit Owner Repair Cost Reimbursement**

Unit owners are responsible for the maintenance and repair of their units. They must notify the Management Committee within 48 hours of discovery of any abnormalities caused or suspected to be caused by an exterior event. The Management

Committee is responsible for the maintenance and repair of Eagle View common areas and facilities.

In the event of damage to a unit and common facility is commingled during a single event, the Management Committee may elect to have the total repair done at the same time and/or by the same repairer. In this case, the costs of the deductible will be pro-rated by percentage of expenses between the unit owner(s) and the Eagle View HOA.

## **5.2 Garbage and Trash**

The Eagle View's garbage collection is handled by the Brigham City Corporation. Approved trash cans shall not be placed in the pick-up area before the pick-up day, and trash cans shall be returned to the storage area in the unit owner's carport or garage within 24 hours.

Unit owners are required to make arrangements with a private party or vendor to remove items that will not fit into the approved trash cans.

All residents must keep their carports, garages, entries and common areas clean and free from trash. Eagle View HOA assumes no liability for loss or damage to property left in the common areas. Garage doors should be kept closed, except for periods reasonably necessary for entry and exit of vehicles, cleaning, trash removal, etc.

No owner/renter shall conduct major repairs or restoration of any motor vehicle, boat, trailer, or aircraft, in the common or limited common areas (Article X, Section 6 of CC&Rs).

## **5.3 Water and Sewer Systems**

All water used at Eagle View is provided by Brigham City Corporation. Unit owners are responsible for maintaining faucets, toilets, etc. in their units. Any general damage to the sewer system resulting from misuse of any appliances shall be paid for by the owner of the unit from which the damage originated.

# **6. Buildings**

## **6.1 New construction – including remodels, repair and replacement**

### **6.1.1 General**

In order to maintain safety, continuity of appearance, and to prevent the deterioration of property values, it is necessary to establish and maintain strict limitations and standards for new construction, including remodels, repair and replacement. Any change must meet Management Committee-approved color scheme on all aspects of the exterior of unit structures to include, but not limited to, paint and trim on windows (trim includes the wood, metal or vinyl frame supplied by the window manufacturer), doors (all types). In all cases, prior to start of remodel or construction, a written request must be submitted for review and approval by the Management Committee.

### **6.1.2 Fireplaces, stoves and chimineas**

Open-flame outdoor stoves, chimineas, portable or non-portable fire pits, tiki torches, or anything with an open flame are not permitted in Eagle View. Commercially manufactured steel barbeque grills with permanently attached steel covers are allowed. But any problem, such as fire or smoke damage resulting from a barbeque grill will be the responsibility of the unit owner.

### **6.1.3 Television and antenna systems**

Cable TV is available in this area and each unit in Eagle View may be wired for Cable TV and Satellite systems. Individual service may be contracted with the local cable service provider. Individual radio antennas, television antennas or satellite dishes shall not be attached to or hung on the exterior walls or attached to the unit roofs or other buildings or common areas, except as permitted by the Management Committee.

### **6.1.4 Solar panels**

Solar panel installation on unit rooftops is prohibited.

## **6.2 Building maintenance**

### **6.2.1 General**

Per Article IX, Section 2, of the CC&R's, the HOA is responsible for maintenance of the common and limited common areas. In the event of maintenance caused by willful or negligent acts by unit owners or their renters, the costs of such repair at the unit owner's expense.

<b>EXTERIOR</b>	<b>Association</b>	<b>Owner</b>
1. Maintenance/repair of roof and security lights	X	
2. Maintenance/repair of rain gutters and downspouts	X	
3. Maintenance/repair of garage roofs and carports		X
4. Maintenance/repair of front /rear steps and entries		X
5. Maintenance/ repair of exterior stucco/brickwork, siding, wood trim etc.		X
6. Maintenance and repair of unit owner added or modified fences		X
7. Replacement/maintenance/repair of doors, hinges, frames, thresholds, locks, doorbells and chimes		X
8. Replacement/maintenance/repair/painting of doors		X
9. Replacement, maintenance and repair of windows, sliding glass doors, screens and frames		X
10. Replacement, maintenance and repair of all yard lights that use electricity from the unit		X
11. Replacement/maintenance/repair of all lights attached to the exterior walls, and individual lamp posts powered by Unit owner's electricity.		X
12. Maintenance of gas, water and electricity connections from the meters to the unit		X
13. Maintenance of water system from the outside entry through the foundation throughout the unit. This includes the outside faucets and hose bibs. Any damage caused by this portion of the water system is the liability of the unit owner.		X
14. Replacement/repair to outside water spigots and bibs		X
15. Replacement/repair and maintenance of phone lines, TV cables, air conditioning units		X
16. Unit owner improvements: windows, awnings and similar items		X
17. Maintenance of outside decks/porches used exclusively by an owner		X

<b>INTERIOR</b>	<b>Association</b>	<b>Owner</b>
18. All interior painting, decorations and furnishings from the inside of the unfinished walls and ceilings. This includes all appliances, such as dishwashers, garbage disposals, ranges, refrigerators, furnaces, exhaust fans, air conditioners, water heaters, and intercom, telephone, and computer networks		X
19. Maintenance/cleaning/repair of venting		X
20. Maintenance/repair/replacement of the electrical system from the city electric meter to the breaker panel and to all outlets, including switches and light fixtures		X
21. Maintenance/repair/replacement of plumbing fixtures such as sinks, basins, toilets and all interior pipes and valves		X
22. Repair of cracks or other damage to interior walls, floors or ceilings caused by normal unit settling		X
23. Repairs of damage resulting from static water or seepage of water from any underground source, except water and sprinkler system failures		X
24. Repairs of damage resulting from surface water		X

<b>GROUNDS</b>	<b>Association</b>	<b>Owner</b>
25. Lawn, flowers, trees and shrubs in the common areas	X	
26. Lawn watering system	X	
27. Snow removal of roadway in common area	X	
28. Watering of plants, flowers, shrubs on the front and back porches		X
29. Snow and debris removal in LCA parking stalls, curbs/gutters, sidewalks		X
30. Snow removal from steps, porches		X

<b>OTHER</b>	<b>Association</b>	<b>Owner</b>
31. Maintenance and repair of water system from the city water meter to the entrance to the exterior wall of each unit	X	
32. Garbage Collection		X

### **6.2.2 Painting**

Owner is responsible for painting the exterior of their unit with approval from Management Committee on colors. State law requires that anyone performing such work should have Workman's Compensation insurance.

## **7. Common Areas and Limited Common Areas**

Common areas refers to all landscaped areas, walkways, private roads, water and water rights, lawn water distribution systems, sanitary storm/sewer facilities, easements, right-of-way for the use and enjoyment of all unit owners. Alterations, improvements, removal or additions of common areas are not permitted by unit owners or renters.

Limited common areas (LCA) refers to elements which are reserved for and used by owners to the exclusion of others, including porches, balconies, decks, patios, reserved parking spaces, fenced yards, garages, etc. Although the LCA are exclusive to the unit owner, the HOA manages and enforces rules to keep these areas maintained.

The Management Committee shall have the right to access all areas of the LCA for the purpose of ascertaining proper maintenance of the LCA by owner(s)/renter(s). In the case of an emergency, no request or notice is required and the right of entry shall be immediate, whether or not the unit owner(s)/renter(s) is present. Any portion of the LCA that is damaged or destroyed can be repaired promptly by the HOA at the owner(s) expense.

Refer to the CC&Rs for the regulations pertaining to the common areas and limited common areas.

### **7.1 Grounds**

#### **7.1.1 Grounds maintenance**

Maintenance of common areas, such as snow removal, lawn watering, etc. will be accomplished by a contractor hired by the Management Committee.

#### **7.1.2 Landscaping Changes**

Unit owners may plant flowers and shrubs in pots on their front and back porches, but they assume the responsibility to maintain the plantings in a presentable manner, including the removal of dead flowers and plants at the end of the growing season. Shrubs and/or trees can be maintained by unit owners but removals or additions require permission from the Management Committee.

### **7.2 Streets and parking**

#### **7.2.1 Traffic**

Skate boards, mountain bikes, motorized bicycles, scooters, snowboards, skis and related equipment may not be operated within the boundaries of Eagle View or left on the roadways or sidewalks unattended.

Motorized vehicles (including motorcycles and ATV s) shall not be operated within the boundaries of Eagle View. By law, bicycles shall not be ridden on the sidewalk, on any lawn or in any shrub bed. Motorcycles and motor-driven bikes shall be driven at idle speed in and out of Eagle View.

The speed limit within the boundaries of Eagle View is 15 miles per hour or reduced speeds appropriate and prudent for existing conditions. Drivers are to remain alert for children at play, for older persons and for vehicles exiting carports and garages.

#### **7.2.2 Recreational Vehicles**

All Recreational Vehicles (motorhomes, boats, and trailers of all types, campers, utility trailers, trucks) are restricted from parking in the Eagle View Common parking areas. The Management Committee recognizes the need for short-term parking (2 -3 days) of said vehicles for repairs, loading and unloading, etc., but prolonged on-site parking is prohibited.

#### **7.2.3 Parking**

Only passenger cars or pickups shall be parked in parking areas, except for service vehicles while service is being furnished. Each unit has been provided with two parking locations – a garage or covered carport and an uncovered parking space. Unit owners/renters are encouraged to park their vehicles in their allotted areas. Vehicles shall not be parked in the common areas overnight and in front of garages.

Parking variances may be obtained from the Management Committee if a unit owner needs to park an additional vehicle (no motor homes, RV's, boats, campers, trailers) outside of the two allocated areas (see "Request for Parking Variance" form). The request must include vehicle identification information, such as make, model, color and license plate number. Cost for this additional parking area will be \$10 per month (no partial months). This additional parking area is subject to availability.

## **8. Protocol for Dealing with Violations of Eagle View HOA Rules and Regulations**

First Request:	Email or verbal request by unit owner (s) to violator* about rule violation. Requester also informs Management Committee member – 1 week to correct
First Violation:	If violation is not corrected, email or verbal warning to violator by Management Committee member – 1 week to correct
Second Violation:	Written notice to violator from Management Committee – 48 hours to correct
Third Violation:	\$50 fine imposed on violator if violation is not corrected including a daily fee (see form)
Fourth Violation:	Action by Management Committee to correct violation at violator's expense
Final Disposition:	Legal actions as required. All legal costs will be at the expense of the violator

\*Violator-- In the case where the renter of a unit is a violator, the owner of the unit is considered the violator and warnings will be sent to the unit owner

## **9. Forms**

The following forms are contained in the following pages of this section:

- Parking Variance Form
- Conducting a Home Business Variance Form
- General Request for Variance Form
- Notice of Violation
- Notice of Fine
- Notice of Decision
- Notice of Appeal
- Request for Repair
- Owner-Renter Membership Information form
- Owner Membership Setup Form

**Request for Parking Variance**

Date of this request: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

TO: Eagle View Management Committee:

FROM: \_\_\_\_\_

Owner's Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Email address \_\_\_\_\_

The above named Owner (s) hereby notifies the Management Committee that he/she requests a variance to the Parking Rules and Regulations, paragraph 7.2.3.

Make and Model and Year of vehicle: \_\_\_\_\_

License plate number of vehicle: \_\_\_\_\_ Plate Number of other owned vehicles: \_\_\_\_\_

Any unusual circumstances justifying this variance:  
\_\_\_\_\_  
\_\_\_\_\_

Facts relied upon by the unit owner with respect to the variance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Eagle View Management Committee has \_\_\_ granted \_\_\_ denied your request for variance with the following considerations and restrictions:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_ Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
President, Eagle View Management Committee

**Request for Home Business Variance**

Date of this request: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

TO: Eagle View Management Committee:

FROM: \_\_\_\_\_

Name of Unit Owner (s) \_\_\_\_\_

Address of Unit Owner(s) \_\_\_\_\_

Telephone number \_\_\_\_\_ Email Address \_\_\_\_\_

The above named Unit Owner(s) hereby notifies the Management Committee that he/she requests a variance to the Home Business Rules and Regulations, paragraph 2.3.

Type of Business: \_\_\_\_\_

\_\_\_\_\_

Average number of vehicles visiting your townhouse per week: \_\_\_\_\_

Type of vehicles visiting your townhouse \_\_\_\_\_

Type of product produced by your business \_\_\_\_\_

Type of service offered by your business \_\_\_\_\_

Unusual equipment or tools used in your business \_\_\_\_\_

• Any unusual circumstances justifying this variance: \_\_\_\_\_

\_\_\_\_\_

• Facts relied upon by the unit owner with respect to the variance:

\_\_\_\_\_

\_\_\_\_\_

Applicant's signature \_\_\_\_\_ Date \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Eagle View Management Committee has \_\_\_\_ granted \_\_\_\_ denied your request for variance with the following considerations and restrictions:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_ Date \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

President, Eagle View Management Committee



**General Request for Variance**

Date of this request: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

TO: Eagle View Management Committee:

FROM: \_\_\_\_\_

Name of Unit Owner (s) \_\_\_\_\_

Address of Unit Owner(s) \_\_\_\_\_

Telephone number \_\_\_\_\_ Email Address \_\_\_\_\_

The above named Unit Owner(s) hereby notifies the Management Committee that it requests a variance to following Rules and Regulations (please reference paragraph): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

The reason for the variance: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Any unusual circumstances justifying this variance: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Facts relied upon by the unit owner with respect to the variance:

\_\_\_\_\_  
\_\_\_\_\_

Applicant's signature \_\_\_\_\_ Date \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Eagle View Management Committee has \_\_\_ granted \_\_\_ denied your request for variance with the following considerations and restrictions: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_ Date \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

President, Eagle View Management Committee

**Notice of Violation of Rules and Regulations**

Date of this statement: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

TO: \_\_\_\_\_

Name of Unit Owner(s)

\_\_\_\_\_

Address of Unit Owner(s)

The Eagle View HOA Management Committee hereby notifies you that the following Rules and Regulations of Eagle View have been violated:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The above described Rules and Regulations have been violated as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If this violation is not corrected within \_\_\_\_\_ hours (must be greater than 48 hours), you will be assessed a fine of \$ \_\_\_\_\_.

If you continue to violate the Rules and Regulations described above, you will be assessed a fine of \$ \_\_\_\_\_ for each day (24 hour period) the violation remains uncorrected.

Date this Notice of Violation was given: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Time this Notice of violation was given: \_\_\_\_\_

Date by which the violation must be corrected: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Time by which the violation must be corrected: \_\_\_\_\_

By: \_\_\_\_\_ Date \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

President, Eagle View Management Committee

**Notice of Fine**

Date of this notice: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

TO: \_\_\_\_\_  
Name of Unit Owner(s)

\_\_\_\_\_  
Address of Unit Owner(s)

The Eagle View HOA Management Committee hereby notifies you that as of the date of this notice and as the result of failing to correct the violation of the Rules and Regulations within the time period provided in the Notice of Violation previously given to you, the Management Committee has assessed a fine against you in the amount of \$\_\_\_\_\_.

Under the provisions of the HOA Bylaws and Rules and Regulations, you may request an informal hearing before the Management Committee to protest or dispute this fine. If you desire to have a hearing, you must make a written request to the Management Committee within 10 days from the date of this notice. Your request should be addressed to the Management Committee and be sent to the following address:

Eagle View Home Owners Association  
PO Box 643  
Brigham City, UT 84302

After the request is received, you will be contacted personally or in writing within ten (10) days to inform you of the date, time and place of the hearing. The hearing will be conducted in the manner and according to the standards and procedures set forth in the Bylaws, a copy of which has been previously provided to all unit owners. For a nominal copying charge you may obtain an additional copy of the Bylaws by contacting the a member of the Management Committee. You will be provided written notice of the decision of the Management Committee within five (5) working days of the hearing.

Date this notice was delivered/mailed to unit owner: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

By: \_\_\_\_\_  
President, Eagle View Management Committee

**Notice of Decision**

Date of this notice: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

TO: \_\_\_\_\_

Name of Unit Owner(s)

\_\_\_\_\_  
Address of Unit Owner(s)

The Eagle View Management Committee hereby notifies you that it has made a final decision following the informal hearing you requested to protest or dispute the fine that was assessed by the Management Committee.

Based on the evidence and arguments presented at the hearing, the Management Committee:

\_\_\_\_\_ Reaffirms the fine in the amount of \$ \_\_\_\_\_ as previously assessed.

\_\_\_\_\_ Reduces the fine. The modified fine amount is \$ \_\_\_\_\_.

\_\_\_\_\_ Reduces the fine to an amount agreed to by the offending unit owner with the agreement that the offending unit owner will pay the fine within 10 days and not appeal the fine in district court.

\_\_\_\_\_ Suspends all or a \$ \_\_\_\_\_ portion of the fine, conditioned on the unit owner not repeating the violation for 180 days.

\_\_\_\_\_ Cancels the fine.

This fine is due and payable to the Eagle View HOA within 10 days of the date of this notice. If this fine is not paid by that date, it shall incur a late charge of \$ \_\_\_\_\_.

There shall be added to the fine additional late charges of like amount for each and every month (30-day period) the fine remains unpaid.

Date this notice was delivered/mailed to unit owner: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

By: \_\_\_\_\_

President, Eagle View Management Committee

**Notice of Appeal**

Date of this notice: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

To: Eagle View Management Committee

From: \_\_\_\_\_  
Name of Unit Owner(s)

\_\_\_\_\_  
Address of Unit Owner(s)

The above named Unit Owner(s) hereby notifies the Management Committee that it appeals the fine which was assessed on (date) \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ in the amount of \$\_\_\_\_\_

According to the provisions of the HOA Bylaws, Rules and Regulations, the above named Unit Owner is supplying the information set forth below as the basis for the appeal:

The grounds for the appeal: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any unusual circumstances justifying a reduction in the standard fine: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Facts relied upon by the protesting unit owner with respect to the violation or non-violation of the Bylaw, Rules and Regulations: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The amount of the fine the unit owner claims should be paid and the reasons supporting that claim: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any errors made by the Management Committee in calculating, assessing, or collecting the fine: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Unit Owner(s): \_\_\_\_\_ <sup>15</sup> Date \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**Request for Repair**

Date of this request: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

TO: Eagle View Management Committee:

FROM: \_\_\_\_\_

Owner's Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Email address \_\_\_\_\_

The above named Unit Owner (s) hereby notifies the Management Committee that he/she requests repair per the "Building Maintenance" Rules and Regulations, paragraph 6.2.

Location of repair: \_\_\_\_\_ (attach photos as required)

Type of repair: \_\_\_\_\_

Estimated cost of repair (if known): \_\_\_\_\_

Facts relied upon by the unit owner (s) to justify that the repair is HOA responsibility: \_\_\_\_\_

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Eagle View Management Committee has \_\_granted \_\_denied your request for repair with the following considerations :

By: \_\_\_\_\_ Date \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

President, Eagle View Management Committee

## Eagle View HOA - Membership Setup Form

Date: \_\_\_\_\_

Unit Address

Owner occupied?  Yes  No

Names as they appear on title

	SS #	Mobile	Home	Work
1				
2				
3				

Address:

Calling Email:   
 Email:

I agree to have correspondence sent by email. \_\_\_\_\_ Initial \_\_\_\_\_  
 Dog in Unit    No \_\_\_ Yes \_\_\_ Breed \_\_\_\_\_ Color \_\_\_\_\_

Waiting Signatures

X	
X	

Return with copy of Warranty Deed and \$30 Fee to:

Eagle View HOA  
 Lynn Tugam, HOA Treas.  
 P O Box 6413  
 Brigham City, Ut 84302

[eagleviewhoa.com](http://eagleviewhoa.com)

