

Riverside Place Homeowners Association

Community Rules & Regulations

Feb 2020

The Rules and Regulations were approved by the Board in accordance with the provisions set forth in the Declaration (dated 2018) Article 8.11 on Feb, 2020.

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 homeowners 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. 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 CC&Rs required regulations and 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. AGE RESTRICTION

Riverside Place Subdivision is a 55+ Community boundaries include Lot 201-226, Lot 301-306. Each and every dwelling within the 55+ boundary shall be occupied by persons 55 or older. Owners will be permitted to rent their unit to other age-qualifying persons. The following persons 55 years or younger shall be permitted to live within the Association: Co-habitat with a spouse or partner who is less than 55 years of age, a person under the age of 19 if the adult resident has been granted legal custody or guardianship of the minor and a short term visitor under the age of 55 years.

All new owners may be required by the Board to provide appropriate documentation that the owner and any occupants meet the age restrictions upon moving into the community or upon the request of the Association. A dwelling may not be occupied by more than two persons unless such persons are related by blood, marriage or adoption and meet the age requirements.

B. ANIMAL RESTRICTIONS

No animals, livestock, reptiles, or poultry of any kind shall be raised, bred or kept on any lot or the Common Area, except usual and ordinary dogs, cats, fish, birds, and other household pets in

reasonable quantities. As used in these Rules and Regulations, reasonable quantities shall mean no more than two pets per household. Any Owner who desires more than two pets must submit a written request to the Board for review. Dogs may not exceed a weight of 60lbs., any dog currently in the Association as of Sept 2019 will be grandfathered in. Any new pets to existing or new owners must abide by the weight limit.

No pets shall be allowed to roam freely on any unfenced area of a lot or common area and such pet shall be properly leashed while in those areas. No pet whether inside of a unit or in the outside of a unit shall be allowed to become a nuisance to any other owner/occupant. No exterior structure for the care, housing or confinement is permitted in the lots for such pets without prior Board approval. No pet food is permitted to be left outside, unattended because it attracts insects, mice, rats and other undesirable creatures. Pet owners shall pick up any droppings by their pets weekly, prior to mowing days and dispose of them in their trash cans.

Any damages caused to lots or common areas by pets will be owners responsibility to repair/replace to its original state. If a pet bites or injures anyone in the Association, the pet owner will be liable for all medical, hospital, and other costs. And will be required to remove the pet permanently from the Association. Owners with repeated violations for any pet will be required to remove the pet from the Association. The Rules and Regulations are in accordance with local municipality ordinances.

C. EASEMENTS IN FAVOR OF THE ASSOCIATION

Owner/Occupants are required to make their Lot accessible in favor of the Association and its directors, officers, agents, employees and independent contractors in the following situations: For inspection to verify the performance by Owners or other persons of all items of maintenance and to verify that Owners and occupants, and their guests, tenants and invitees, are complying with the provisions of the Governing Documents. For inspection of maintenance, repair and replacement of portions of the Common Area. For correction of emergency conditions on one or more Lots or on portions of the Common Area. For the purpose of owner requested Architectural Control. The Association shall be permitted to access any lot in order to maintain the landscaping and snow removal.

D. COMMON AREA & MAINTENANCE

The Association or its duly designated agent, shall maintain all Common Areas, including, without limitation, the improvements and landscaping located thereon in good order and repair and shall otherwise manage and operate all Common Areas as it deems necessary and appropriate.

Snow Removal: OWNERS shall be responsible for removing snow from entryways, porches, patio areas, and other applicable areas on their lot. Owners shall be responsible and take reasonable precautions with respect to ice and ice accumulation.

The ASSOCIATION shall be responsible for snow removal of the sidewalks, driveways and Common Areas for snow fall over 2". Snow removal shall take place as per vendor contract.

Landscaping: OWNERS are not permitted to make or alter any part of the landscaping without prior **Board approval**. Owners shall be responsible for any owner changes in the sprinkling system, or other modifications to the landscaping from the original installation, including but not limited to: planting new bushes, trees, adding curbing, planting flowers, veggie gardens, water features, and any other modifications. Owners shall be responsible to help maintain flower beds around unit, and trim any bushes or trees that are larger than 10ft tall. Owners should not fertilize lawns without notifying HOA Management to ensure double fertilizing is not done. Owners are to install sprinkler timer boxes on the outside of the unit for maintenance to adjust times. Owners who install timer boxes inside unit or garage are responsible to adjust their own times or make accessible to maintenance during mowing times. Owners should water as recommended by maintenance and County.

The ASSOCIATION shall be responsible for general landscape maintenance, including the front, side and backyards of the Lots, which include mowing, edging, clean up, raking and disposal of leaves, fertilize and weed treatments to lawn. The Association shall apply weed treatment to flower beds at a minimum of once a month, and do trimming of original bushes and trees that are under 10ft tall annually. The Association shall make necessary repairs to the original sprinkler system as needed.

OWNERS shall be permitted to plant trees within the curb area from the approved tree list with **Board approval** of tree type, location, and number of trees to be planted. Owner must maintain trees as per County/City requirement of no limbs over the street lower than 14ft in height and no limbs over the sidewalk area lower than 7ft in height. Trees may be planted in front and back yards where necessary space is available. Owner agrees to maintain all trees planted and any sprinkler changes/modifications due to trees planted in curbside.

APPROVED TREES: Parkstrip Trees: Hedge Maple, Fairmount Ginkgo, & Columnar Ginkgo.
Yards-Front & Back: Glove Norway Maple, Flowering Pear (non fruit), Globe Catalpa.

Unit: All Lot Owners are responsible to maintain his/her Lot and improvements located thereon in a clean and sanitary condition, free of pets and rodents and uncluttered at all times.

E. ARCHITECTURAL REQUESTS/CHANGES

No building, fence, wall, patio cover, storm door, hot tub, satellite dish, roof, solar, chimneys, windows, garages, landscaping and/or all other structure shall be commenced, painted, erected or maintained upon the properties, nor shall any exterior addition to, or change or alteration to the unit or landscaping 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 color, location in relation to surrounding structures and topography by the Board. The **Board shall approve** proposals or plans and specifications submitted for approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area of Riverside Place as a whole; that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden to the HOA.

The Board may condition its approval of proposals or plans and specifications on such changes therein as it deems appropriate, upon the agreement by the Owner submitting the same to grant appropriate easements to the board for the cost of maintenance, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted.

All Restrictions stated in Association CC&Rs Article XIII are to be Regulated under Architectural Requests/Changes and should be presented to the Board or Architectural Committee prior to any work taking place.

F. HOA FEES

The monthly HOA fees are due on the first day of each month. A late fee of \$20 will be added to payments received after the tenth day of the month. Additional late fee charges of 18% per annum or 1.5% per month every ten days will be added to what is due. 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.

G. NUISANCES

No noxious or offensive activity shall be carried on, in or upon any lot or Common Area of the Association, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any other Owner. No loud noises, noxious odors or annoying lights shall be permitted on the Properties and the Board and the HOA Management Company shall have the right to determine, in accordance with the CC&Rs, if any noise, odor, or activity producing such noise, odor of interference constitutes a nuisance. Between 10:00PM and 8:00AM all noise shall be held to a minimum.

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.

No activity may be conducted on any Lot that is, or would be considered by a reasonable person to be unreasonably dangerous or hazardous, which would cause the cancellation of conventional homeowners' insurance policy. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms or fireworks, and setting open fires (other than property supervised and contained.)

No unsightliness is permitted on any Lot, including but not limited to: open storage of any building materials (except during construction of an improvement), open storage or parking of construction equipment, open storage or parking of vehicles, trailers or other pieces of equipment that are unusable, in poor condition or unsightly, accumulations of lawn or tree clippings or trimmings, accumulations of construction debris or waste, and the storage or accumulation of any other material that is unsightly.

No outdoor lighting is permitted except for lighting that is designed to aim downward and reasonably limit the field of light to the confines of the Lot on which it is installed. This shall not apply to street lighting maintained by the City, County, or State. Holiday or seasonal decorative lights, that otherwise comply with the terms of the CC&Rs are permitted. All Holiday décor and seasonal lights must be removed within 60 days after the declared holiday date.

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

H. SIGNS

No signs whatsoever (including, without limitation, political signs) shall be permitted on any Lot. The following signs are permitted: signs that may be required by legal proceedings, construction identification signs 2 feet by 3 feet or less for each Dwelling, For Sale or For Rent sign not more than 2 feet by 3 feet, and consistent with other requirements adopted by the Board.

I. TRASH

No rubbish, trash, garbage or other waste material shall be kept or permitted upon any lot or Common Area, except in sanitary containers located in appropriate areas concealed from view of neighboring Lots. No odor shall be permitted to arise therefrom so as to render the Properties or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. City trash containers can be placed curbside for pickup no earlier than 5:00PM on the day prior to pick up and shall be returned to their hidden location no later than the end of the pick-up day.

No clothing or household fabrics shall be hung, dried or aired in such a way in the Properties as to be visible to other property and no lumber, grass, shrub or tree clippings or plant waste, metals, bulk material or scrap, refuse or trash shall be kept, stored, or allowed to accumulate on any portion of the properties.

Smoking materials, such as cigarette butts, cigar ends, etc. must be properly disposed of by the smoker in a proper receptacle. Any smoking must be 30 feet way from other homes. Smokers are required to obey the Utah Clean Air Act regarding smoking.

J. PARKING AND VEHICLE RESTRICTIONS

No boats, trailers, recreational vehicles, large trucks and commercial vehicles shall be parked within the Association, except temporary parking not to exceed 72 hours for loading/unloading.

No motor vehicle of any kind shall be repaired, constructed or reconstructed upon any Lot, or other Common Areas, except that these restrictions shall not apply to emergency repairs to vehicles. Any vehicle described above must be kept in an enclosed garage or other enclosure, which must be located behind the front of the Dwelling and approved by the ACC. Any inoperable vehicles must be stored only in garages. All Owner/Occupants are to abide by the City street parking regulations.

K. TEMPORARY BUILDINGS

No Owner or resident shall place upon any part of the Association any temporary structures including, but not limited to tents, trailers, or sheds, without the prior written consent of the Board of Directors.

L. RENTAL/LEASE RESTRICTIONS

No short term or nightly rentals are permitted within the Association. Any long-term lease shall be for a term of 6 months minimum, and shall include an agreement that the occupant shall comply with the Governing Documents. Any failure to comply shall be a default under the lease. All tenants must qualify with the age restrictions. An Owner shall provide the Board with information identifying the occupants, vehicles, phone numbers, and other applicable contact information. No more than 20% of homes in the Association may be permitted to rent their Dwelling. Owners of Dwellings shall be responsible for the occupant's or any guest's to abide by the Association Governing Documents.

M. AUTHORITY

In Section 6.1 of the Bylaws, one of the responsibilities of the Board is "The Board shall have all of the powers and duties necessary for the administration of the affairs of the Association in accordance with the provisions of the Governing Documents and Utah law. The Board may delegate its authority to manager(s), subject to any limitations or provisions contained in the Governing Documents." The Rules and Regulations are adopted by a majority vote of the Board members.

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 with 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.

N. 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 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

O. 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.

P. FINE

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

Q. 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. 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 ST Offense Given at time of 3 rd written notice	2 nd Offense Within 90 days of 1 st fine	3 rd Or more Offense within 92 days of 1 st fine	RULE (the following activities are prohibited)
\$25	\$50	\$75	<p><u>SECTION A: Sub-Association CC&R Section 1 pg 1</u></p> <ul style="list-style-type: none"> Other than exceptions listed, occupants shall be 55 years of age or older
\$25	\$50	\$75	<p><u>SECTION B : CC&R Article XI</u></p> <ul style="list-style-type: none"> No animals, livestock, reptiles, or poultry of any kind shall be raised, bred, or kept on any lot or Common Area. No more than 2 pets are permitted in each unit. No pets are permitted to roam freely outside of fenced areas and should be properly leashed when outside of fenced area. No pet inside or outside of a unit shall be a nuisance to fellow occupants. No exterior structures or housing for pets are permitted. No pet food may be left outside of a unit unattended. No pet may cause any damage to landscaping or Common Areas.
\$25	\$50	\$75	<p><u>SECTION C: CC&R Article II</u></p> <ul style="list-style-type: none"> Lots must be accessible for the Association directors, officers, agents, employees and independent contractors for inspection or maintenance of Lot.
\$25	\$50	\$75	<p><u>SECTION D: CC&R Article III Amendment & IV</u></p> <ul style="list-style-type: none"> Owners shall be responsible for taking reasonable precautions with ice and ice accumulation. Owners shall be responsible to help maintain flower beds, owner changes to sprinkling systems, owner planted flowers, shrubs, trees, and other vegetation. Owners are responsible to trim and maintain shrubs and trees that have grown 10ft+ tall. Owners are responsible to maintain the exterior of their unit and Lot in a clean and sanitary condition and in safe conditions.
\$25	\$50	\$75	<p><u>SECTION E: CC&R Article XIII & XIV</u></p> <ul style="list-style-type: none"> No architectural changes are permitted without prior Board approval, including but not limited to: Building, fence, wall, patio cover, storm doors, hot tubs, satellite dish, roof, solar, windows, chimneys, garages, or landscaping changes.
\$15	As per Rules	As per Rule	<p><u>SECTION F: CC&R Article VIII</u></p> <ul style="list-style-type: none"> All owners must pay HOA dues by the required due date
\$25	\$50	\$75	<p><u>SECTION G: CC&R Article XI & XII</u></p> <ul style="list-style-type: none"> No noxious or offensive activity. No loud noises, noxious odors or annoying lights. Quiet hours shall be between 10:00pm-8:00am. No exterior speakers, horns, whistles, bells, or other loud devices are

			<p>permitted.</p> <ul style="list-style-type: none"> • No noisy or smoking vehicles, repairs of motor vehicles, large power tools, off-road motor vehicles, or other items that interfere TV or radio reception. • No dangerous or hazardous activity may be conducted within the Association that would cause cancellation of the HOA's insurance policy. • No unsightliness is permitted on any Lot. • No outdoor lighting is permitted except for lighting that is designed to aim downward and reasonably limit the field of light. • All Holiday décor and seasonal lighting must be removed within 60 days after the declared holiday date. • Nothing with an open flame is permitted in the Association.
\$25	\$50	\$75	<p><u>SECTION H: CC&R Article XI</u></p> <ul style="list-style-type: none"> • No signs but for sale or for rent signs are permitted on any lot. • For Sale & For Rent signs must be no larger than 2X3.
\$25	\$50	\$75	<p><u>SECTION I: CC&R Article XI</u></p> <ul style="list-style-type: none"> • No Trash of any kind shall be stored anywhere except in owners trash cans. • All trash cans to be stored out of site from neighboring lots. • Trash cans may be put out on the street for pick up at 5:00pm the night before and must be put away by end of garbage day pick up. • No trash shall be left in common area • No clothing or household fabrics are permitted to be hung outside owners homes. • All tree, shrubs, grass, weed, etc trimmings are to be disposed of properly in the trash can.
\$25	\$50	\$75	<p><u>SECTION J: CC&R Article XI</u></p> <ul style="list-style-type: none"> • No boats trailers, rec vehicles, large trucks and commercial vehicles shall be parked for longer than 72 hours for loading/unloading only. • No motor vehicle of any kind shall be repaired, constructed or reconstructed upon any Lot, except for emergent repairs. • Any inoperable vehicles must be stored in garages only. • Owners are to abide by City Street parking laws.
\$25	\$50	\$75	<p><u>SECTION K: CC&R Article XI</u></p> <ul style="list-style-type: none"> • No temporary building shall be placed on any part of the Association, including but not limited to: tents, trailers, or sheds.
\$25	\$50	\$75	<p><u>SECTION L: CC&R Article XII</u></p> <ul style="list-style-type: none"> • No short term rentals are permitted. • All rental agreements must be a minimum of 6 months. • All tenants must meet the age requirement. • All tenants are required to agree to follow the Associations Governing Documents. • Tenant information must be provided to the Association.