

Village on the Green Homeowner's Association

General Rules, Regulations and Guidelines

INTRODUCTION

The following rules and regulations are established for the benefit of *Village on the Green* property owners and for the protection of their property and property values. The rules and regulations governing the use of the common areas and the personal conduct of the property owners, tenants, and their guests, including penalties for violating the rules, are established by the Board of Directors as provided for in Article VII, Section 1(a) of the Village on the Green By-Laws (By-Laws) and Article II, Section 1(c) of the Declaration of Covenants, Conditions and Restrictions (CC&R's) and Reservation of Easement (Declaration).

The Board of Directors began with a set of rules that have proven to be workable and necessary at other similar associations. If there are suggestions that will improve these rules, please bring them (or it) to the attention of the Directors for consideration.

Property owners, including absentee owners, are responsible for compliance with the rules and regulations, including compliance by the property owner, tenants, and guests. Residents are encouraged to assist in the protection of the property and property values by becoming familiar with *Village on the Green* Homeowners Association Rules and Regulations by encouraging compliance by all residents and guests.

Village on the Green By-Laws provide for the enforcement of the Association Rules and Regulations, again with input from property owners.

Village on the Green is a community of neighbors and friends.

GENERAL ITEMS

1. Garbage is picked up once a week on Wednesdays. Resident garbage cans are to be out of sight on other days. Trash cans should be put out no earlier than 6 PM the night before and returned no later than 6 PM the day of pick up (See Article X, Section 8 of the CC&R's). On garbage day when snow plowing is expected, place your garbage can on your driveway but far enough back not to interfere with snowplow clearing street or sidewalk.
2. No building, fence, wall, deck, patio cover, or other structure shall be commenced, painted, erected, or maintained upon the property, nor shall any exterior addition to or change or alteration therein be made without the approval of the Architectural Control Committee. Damage to, removal of, or modification of property owned or under the jurisdiction of the Association is prohibited. The property owner will be charged for repair of any damage to, removal of, or modification of property by the property owner, tenants, or guests, when done without the approval of the Architectural Control Committee, whether accidental or intentional. Repairs will be made to the satisfaction of the Association and within the time frame specified by the Association. (Article VJ, Section 3, Article VIII, Sections 2 and 6 of the CC&R's.)
3. Climbing fences, walls and gates is prohibited.
4. Any activity in violation of any government law, statute, and/or ordinance is prohibited at Village on the Green.

5. Any activity by any owner, resident, or guest that may be or become an unreasonable annoyance or nuisance to any other owner is prohibited. (See Article X, Section 2 of the CC&R's.)
6. Toys should not be left in common areas, around the front of homes, or in locations where they would pose a safety hazard.
7. Garage and yard sales are prohibited unless organized for and available to the entire Village on the Green Community and approved by the Association Officers and Directors.
8. Residents are requested to use "good judgment" when playing stereos, CD players, tape players, radios, musical instruments, running cars, appliances, etc., or entertaining outside and inside their homes. (See Article X, Section 2 of the CC&R's.)
9. Blinds, draperies, or other window coverings or treatments with respect to dwelling unit front window which faces any road, whether public or private, should be conservative in style and neutral (white or off-white) in color or otherwise approved by the Architectural Control Committee. (see Article X, Section 10 of the CC&R's.)
10. A maximum of 6 homes may be rented out. (CC&R Article X Sec 1 amended 5/ 10/ 07). Nonresident owners must include language in their lease that specifies tenants understand and agree to abide by HOA CC&R's, By-Laws and Rules. This agreement also includes family members living in homes without a written lease.
11. No unattended watering of lawns and no manual use of sprinkler system is allowed. Hand watering is allowed.
12. Garage doors shall be kept completely closed unless garage is being used.
13. No permanent flag poles can be installed. No banners, mobiles, flags of any kind to be displayed or in the yard, windows or any other visible areas with the exception of the American flag. (displayed properly as per "United States Code Title 4 Chapter 1-The Flag" Paragraph 5 and 6)." Rule added on by VOG Board August 14. 2006.
14. Climbing on roofs is not recommended.

COMMON AND OTHER ASSESSMENTS

1. The Common or monthly assessment is used to pay Association costs, on behalf of all property owners. Following are the items that are paid for by this monthly fee: (1) building fire and liability insurance; (2) operation and maintenance of security cameras; (3) property management; (4) master water meter usage individual and common; (5) water for irrigation use; (6) common area electricity; (7) street and common sidewalk maintenance; (8) yard maintenance ; (9) repairs and maintenance of common areas; (10) recreation facility; (11) clubhouse, pool, and hot tub maintenance; (12) street, driveway & walkway snow removal; (13) signs, fences (14) weekly garbage service; (15) sprinkling system maintenance (16) misc. office supplies; (17) reserve account; etc. (See Article VI Sec. 2 of the CC&R's). For a complete definition of landscape maintenance items covered by the Association . (See Article IX, Section 2 of the CC&R's.)

2. Special Assessments, Reconstruction Assessments, and Capital Improvement Assessments may be levied to finance unplanned repairs or modifications that are required to maintain the property and protect property values as provided by Article VI, Sections 3 and 5 of the CC&R's.
3. The Common or monthly assessment is due on the first of each month and is past due after 10 days. Any installment of a Common Assessment, Capital Improvement Assessment, Special Assessment, or Reconstruction Assessment not paid within 30 days after the due date shall bear interest from the due date of such installment at the rate of 18% per annum, the property owner will be required to pay a late charge, and may be subject to further actions as described in Article VII of the Declaration. If any property owner is experiencing financial hardship, contact the property management company to make arrangements for payment and possible avoidance of the late charge and other remedies. All arrangements should be approved by the Board of Directors. (See Article VII of the CC&R's.)

INSURANCE

1. The Association purchases fire and casualty and earthquake insurance for all residences on behalf of all Owners and it pays a portion of the premiums from the Common Assessment that is paid into the operating account. Each Owner is responsible for an additional differential Special Assessment and cost of insuring his/her dwelling unit as determined by the square footage of Owners' respective homes to equalize the insurance premiums paid for through the Common Assessment on all property owned in common by the Association Members.
2. The Association does not provide insurance for the contents of the dwellings. Owner are required to purchase their own contents insurance, sometimes referred to as a Unit Owner's policy, that is written on the H0-6 Policy form. Each Owner is required to include \$25,000.00 Dwelling Coverage A to be included on their H0-6 contents policy. This type of coverage is used to pay all property claims pertaining to the Owner's dwelling, including claims caused by the Owner or from something that the Owner is responsible to maintain, repair and replace. This coverage is PRIMARY and is intended to be used to maintain the most favorable premiums possible on the master insurance policy to benefit all Owners.
3. The insurance deductible on the Association's master fire and casualty policy is \$25,000.00 per occurrence for qualified insurable perils. Owners are responsible to pay for or share in the payment of the master policy deductible expense for claims paid by the master insurance policy; **EXCEPT**, the Association will pay up to \$1,000.00 towards an Owner's personal H0-6 insurance policy **deductible** for damage caused by the common non-Owner modified sprinkler system failure **ONLY**, and only for so long as this type of peril is covered on the Owner's personal H0-6 policy.
4. The property management company maintains the records of insurance coverage carried by the Association. The property management company will assist the Association in the preparation of any claim on the Master Policy. Owners shall immediately notify the Association president and the property management company of any event that may lead to an insurance claim being made on the master insurance policy. Claims on the master insurance policy may only be made to the insurance company by and through the president of the Association or property management company.

REPAIR AND MAINTENANCE (See Article IX, Section 2 of the CC&R's.)

1. The Association is responsible for maintenance of the following:
 - o The common areas and recreation facilities.
 - o Community safety fences.
 - o Outside street lighting including exterior garage light bulb replacement.
 - o Lawns, trees, and bushes in common areas and irrigation systems.
 - o Maintenance and weeding of front yards and all common areas.
 - o Mow, trim and fertilize back yards. (no weeding is contracted for in back yards)
 - o Replacement and maintenance of paved surfaces in the common areas.
 - o Snow removal from roads, front and common sidewalks, and driveways when snowfall is at a 2" accumulation or more.
2. The property owner is responsible for maintenance of the following:
 - o The structure of the property owner's dwelling unit and all exterior and interior portions of the dwelling unit. (See Article IX, Section I of the CC&R's.)
 - o Windows and screens.
 - o Air conditioners.
 - o Any privately owned property/item of residents, family members, tenants, or guests.
 - o Any other item external to the unit installed by the unit owner, which must be approved in advance of installation by the Architectural Control Committee.
 - o Painting of any exterior door frames, decks, stucco, porch, or railings.
 - o Storm doors, screen doors, and window coverings.
 - o Maintenance of optional or supplemental plantings is the responsibility of owner.
 - o Ornamental cement work or other exterior improvements installed by the property owner.
 - o Concrete driveways, porches, garages, steps, and concrete walks that are not part of the common areas.
 - o Maintenance of and repairs to sprinkler/irrigation system, if it has been modified by or at the request of the property owner.
 - o Roofs of dwelling CC&R Article V Section 1 (Amended 5-10-2007)

Note:

Other rules including: Pool and Spa Use Rules and Clubhouse Use Rules and Regulations; are listed separately.

(See Rules, Guidelines and Information for Use of Recreation Facilities.)

DRIVING AND VEHICLES

1. Driving or parking motor-powered vehicles, including mini-bikes, motorcycles, go-carts, cars, RVs etc., on sidewalks or landscaped areas is prohibited. All drivers of motorized vehicles must have a valid driver's license.
2. Driving at speeds in **excess of 15 mph is prohibited.**
3. Driving recklessly is prohibited.
4. Draining of car fluids on common area property, in front yards and driveways is not allowed. Do not dump vehicle fluids in the storm drains. If anti-freeze is spilled, it should be immediately cleaned up. Any hazardous waste must be disposed of according to State hazardous chemical requirements.
5. Repair and Maintenance of motor vehicles shall be confined to the property owner's garage. (See Article X, Section 2 of the CC&R's.)
6. Car painting on the property is prohibited.

PARKING

1. No long-term parking (over 48 continuous hours) of any vehicle shall be permitted on the Common Area or on any Lot, except in a garage. (See Article X Section 7 of the CC&R's.)
2. No overnight curbside parking is permitted and no parking on sidewalks is permitted.
3. No parking within 15 feet of Mail Boxes, as a courtesy to Postal Delivery Personnel and Residents picking up their mail.
4. Vehicles "for sale" shall not be parked near or in front of entrances.
5. Parked vehicles must be in working order and have current registration.
6. No parking on fire hydrant side of street at any time for any period.
It is the responsibility of the owner/resident to insure all visitors comply with this rule. Emergency access required by UFA.
7. RV/ boat parking – If residents need to load/ unload/ clean an RV or boat prior to or after a trip they should park it in their driveway if possible (or on the street if not) for no more than **4 hours** as long as the road is not blocked subject to the following:
 - a. No overnight parking on their property is allowed
 - b. No parking on the sidewalk is allowed
 - c. Prior to or after loading/unloading/cleaning residents can park their RV/ boat for no more than 24 hours on the East side of the clubhouse parking lot subject to any clubhouse function and after advising the President or Vice President.
8. Clubhouse parking lot not to be used as an extension of resident's driveway except for temporary guest parking. Resident vehicles must be parked in garage or driveway.
9. No parking in the 5 stalls on the West side of the clubhouse parking lot during winter (from December 1st until April 1). The Board also asks that residents avoid parking in the clubhouse parking lot the night before any forecast snow storm so that the parking lot can be plowed and salted.

PETS AND ANIMALS

1. Three common household pets may be kept and maintained in the dwelling. No household is allowed more than three (3) common household pets or animals except as provided for in Article X, Section 6 of the CC&R's.
2. No pet may be kept that poses, threatens to pose, or in the reasonable judgment of the Association Officers may pose or create any unreasonable risk of harm to the Community, or any pet which is dangerous or known to have dangerous propensities.
3. All pets and animals are governed by Draper City and Salt Lake County curb and leash laws when in *Village on the Green* common areas or outside owners' private property.
4. Any owner or person having charge, care, custody, or control of an animal or animals shall take action to prevent the animal(s) from causing a nuisance. Any animal which does any of the following shall be deemed to be causing a nuisance:
 - a) Causes damage to the property of anyone other than its owner.
 - b) Causes unreasonable fouling of the air by odors.
 - c) Causes unsanitary conditions in enclosures or surroundings.
 - d) Defecates on any common area, yard, building, walkway, or street, unless the person having control of such animal shall remove immediately any such defecation.
 - e) Makes disturbing noises in an excessive, continuous, or untimely fashion.
 - f) Attacks other domestic animals.
5. No pets allowed in clubhouse or pool enclosure.

DELINQUENT ASSESSMENT PENALTIES

1. Enforcement of the CC&R's, the By-Laws, and the Articles of Incorporation is described in Article XV, Section 1 of the CC&R's. Penalties for violation of Association rules have been established by the Board of Directors as provided for in Article VII, Section 1 (b) of the ~~Amended~~ By-Laws. For non-payment of the monthly assessment or other assessments:
 - a) Installments of a Common Assessment, Capital Improvement Assessment, Special Assessment, or Reconstruction Assessment not paid within 30 days after the due date shall bear interest from the due date of such installment at the rate of 18% per annum. If any installment of an assessment is not paid within 30 days after it is due, the owner responsible will be required to pay a late charge of 5% of the amount of the delinquent installment (CC&R Article VII, Section 1)
 - b) *Village on the Green* Association may bring legal action against the property owner personally obligated to pay the assessment. (See Article VII, Section 1 of the CC&R's, and Articles VII. 2.(c) and X of the By-Laws)
 - c) Property owners who contest an assessment or penalty may request a hearing before the Board of Directors, as provided by Article II, Section 1(f), CC&R's.
 - d) **The Board of Directors may authorize fines as well as other sanctions for violations of CC&R's, By-Laws and rules (By-Laws Article VII Section 1a).**

Violations of other Association rules are to be brought to the attention of the Association's Management Company who will attempt to obtain resolution of the alleged violation in an amicable manner. (See Article XV – General Provisions – Section 1 of the CC&R's)

After an incident of violation has been confirmed, the Association will provide notice and resolution of incident as follows:

Violation Penalties

Violations of the Association governing documents, including its rules, regulations, By-Laws and CC&Rs (together referred to as "Project Documents") may result in any one or more of the penalties below being imposed:

1. Suspension of the use of all or a part of the Association's common amenities for as long as any Owner is delinquent in the payment of any Association monthly or special assessments, fines or charges for more than thirty (30) days from the date the assessment, fine or charge became due. Such suspension may apply to the Owner and the Owner's family, friends, guests and tenants.
2. Costs, fines and penalties may be levied by the Association for violations of Project Documents. Fines will be levied within a range of a minimum of \$100.00 to a maximum of \$500.00 per violation, depending on the seriousness of the violation, as determined by the Board. A fine will also be levied against any person using the swimming pool, spa and Clubhouse while he or she is suspended from such use; and/or
3. Suspension of the violator, his or her family, friends, guests and tenants from the use of the Association's swimming pool, spa and Clubhouse is the immediate and automatic penalty imposed for delinquency in the payment of Association assessments, fines or charges, which remain delinquent for more than thirty (30) days from the date the assessment, fine, or charge became due. The duration of this suspension may extend, at the discretion of the Board of Directors, until such delinquency is paid in full.
4. Owner or Owner's tenant shall receive one "Warning Notice", which notice will set forth the confirmed violation, the potential charge, fine or penalty associated with the violation and give instructions on how to cure the violation and the date by which the violation must be cured, all of which shall depend upon the nature and seriousness of the violation. No Warning Notice is required for continuing or repeated violations.
5. If the Owner or Owner's tenant does not cure the violation pursuant to the Warning Notice, the Association shall cause a "Violation Notice" to be issued which will set forth the charge, fine or penalty assessed for the violation, the deadline for payment of the same and the accrual of additional charges, fines and penalties for repeated and/or continuing violations.
6. Warning and Violation Notices may be mailed, e-mailed and/or hand delivered to the Owner or to Owner's tenant and shall be deemed received upon receipt, if mailed, or from the date affixed to such notice if sent via email or hand delivered.
7. If the Violation Notice is not cured, the Association may take whatever other action deemed necessary to enforce the Project Documents and/or collect against the Owner and/or Owner's tenant which are allowed by the Project Documents or applicable law to be taken. The Owner and/Owner's tenant shall be responsible to pay for all costs associated with such further and additional action taken by the Association, including reasonable attorney's fees incurred by the Association in the process.

8. Within 30 days of the receipt of a Violation Notice, an Owner or Owner's tenant may request in writing the right to be heard; to present information; and, otherwise, to defend against the charge, fine or penalty assessed in the Warning Notice. Within 30 days of its receipt a written request for hearing, the Association shall conduct a hearing, after having noticed the date, time and place to the requesting Owner or Owner's tenant. The hearing can be scheduled to take place at the same time as any regularly scheduled Board meeting. All requests for hearings must be in writing and either mailed or delivered to the management company at the address below. If an Owner or Owner's tenant does not request a hearing, the Owner or Owner's tenant may file a civil action, but only during the initial 30 days afforded to request hearing.

9. If a hearing is timely requested, no interest or late fees may accrue until after the management committee conducts the hearing and the requesting Owner or Owner's tenant receives a final decision from the Board. After final decision is made, the Owner or Owner's agent may appeal the Board's final decision by initiating a civil action within 180 days of the date of receipt of the Board's final decision.

10. The requesting Owner, Owner's tenant or their representative must appear at the time and place for the hearing designated by the Board, but may appear electronically. The Owner shall be entitled to fifteen (15) minutes to present any information or evidence believed to be pertinent for the Board's consideration.

Request for Hearing must be sent to:

**Village on the Green HOA
C/O M&M Management
3783 South 500 West STE #8
South Salt Lake City, UT 84115**

Homeowners who Rent their Homes Must comply to the following Rule;

1. Each Lot shall be used as a single family residence.
2. All rental and lease agreements, including arrangements that allow for the use of an Owner's Unit by a relative or guest in the Owner's prolonged absence (collectively "rental agreements") MUST be in writing. Unless excluded elsewhere in the Project Documents, all rental agreements SHALL be for an initial term of not less than 12 months. All rental agreements SHALL be for the entire Unit. No rental agreements for only a portion of an Owner's Unit will be allowed.
3. All rental agreements **SHALL** be submitted for approval by the Board in advance of the execution of the rental agreement.
4. All rental agreements shall include a provision that obligates the renters to abide by ALL the Project Documents, i.e. Rules and Regulations, CC&R's, By-Laws and use Rules of the "Common Amenities", which include the swimming pool, spa and clubhouse.
5. All Renters will be subject to the same fines and penalties and consequences for violating Project Documents, including the rules and regulations specific to the Common Amenities, and may be suspended from the use of the Common Amenities for the violation of the Project Documents.

Revised July 1, 2018

6. Any commercial or non-commercial use of an Owner's Unit for the purpose of any short term rentals and/or exchanges for the use of all or any portion of an Owner's Unit; and/or, anything which in any way resembles the same, is strictly prohibited. Any such use is a violation of the Project Documents and will subject the Owner and renter to the severest of available charges, fines and penalties which are listed elsewhere in the Project Documents.

7. Nothing contained in these rental rules shall be interpreted to alter or amend the overall 6% limitation to the ratio of Village on the Green Units that can be rented out under an approved rental agreement at any given time.

**ACCEPTED AND APPROVED BY THE BOARD OF DIRECTORS OF:
VILLAGE ON THE GREEN HOMEOWNERS ASSOCIATION, August 2016.**