

THE VILLAGE HOMEOWNER ASSOCIATION

Rules and Regulations

Introduction

The following Rules and Regulations (hereinafter, "Rules") are established by The Village Homeowners Association ("Association") for the benefit and security of the property owners and their tenants and guests, and for the protection of property owners' property, common area property and property values.

The rules contained herein governing the use of the common areas, property modifications and the personal conduct of the homeowners, tenants and their guests, including penalties for violating the rules, are established by the Board of Trustees as provided for in Article V, Section 1(a) of The Village By-Laws (the "By-Laws") and Article V(j) of The Amended and Restated Declaration of Covenants, Conditions and Restriction and Reservation of Easement for the Village, a Planned Unit Development (the "CC&R's").

Penalties for violation of Association rules have been established by the Board of Trustees as provided for in the By-Laws. Property owners are responsible for payment of any fines assessed against themselves and their tenants and guests.

I. General

1. Meetings of the Association Board of Trustees and Officers will be held on a regular basis. Time and location of the meetings will be announced in the monthly newsletter. Additional Trustee and Officer meetings may be scheduled at the discretion of the Trustees and Officers. Residents are welcome and their business will be heard at the beginning of the meeting. Property owners wishing to discuss Association business must have their item(s) put on the meeting agenda by submitting a written request to the Association President or Secretary at least three (3) days prior to the meeting.
2. An annual meeting of property owners shall be held each year on the first Tuesday in April, or as otherwise notified, at a time and place established by the Association Board of Trustees. All property owners will be notified in writing not less than ten (10) days and no more than thirty (30) days in advance of the annual meeting.
3. Voting by non-owner residents is permitted when the Owner gives the non-owner resident his/her proxy and such written proxy is turned into the President of the Association prior to the annual meeting.
4. Rules are promulgated by the Association for the benefit of the members and for the protection of their property. Owners are responsible for compliance. Therefore, Owners and residents are encouraged to assist in the enforcement of Association rules

by admonishing family, friends and other visitors to comply and by reporting violators to any Board Member.

5. Owners will be held liable when renters or occupants are in violation of the rules governing the Association.

6. Garbage/trash is picked up once a week, usually on Fridays. Residents may place garbage/trash container outside on the sidewalk the evening before pick-up day. At all other times, garbage/trash containers are to be kept inside the garage or behind the fence, in any case out of sight from the street.

7. Owners are responsible for and shall be charged for cost to repair any damage caused to the Common Area, Lots or Dwelling Units by Owner or Owner's family, guests, tenants or other visitors. Owners are also responsible for and shall be charged for the cost to repair any vandalism incurred by the Owner on or about Owner's Lot and Dwelling Unit.

8. One "For Sale" sign or realtor colored sign with a stat sheet receptacle may be placed in the front flower bed of home; no signs hung from cross arm or hanging signs will be allowed. No "Open House" signs may be placed on 700 East, other than on the day of the scheduled open house.

9. Damage, removal or modification of property owned or under the jurisdiction of the Association is prohibited, and any violation of this rule shall be corrected by the violator, or by the owner of any home responsible for the violation, at their expense and to the satisfaction of the Association, within thirty (30) days of the Association's notice of such violation.

10. Climbing fences and gates is prohibited.

11. Persons under the age of 18 are not permitted in common areas after 10:00 p.m., unless accompanied by a resident.

12. Littering in common areas is prohibited.

13. Any activity that is in violation of any government law, statute, and/or city ordinance engaged in at The Village is prohibited and subject to the penalties of such laws.

14. Any activity by homeowner, resident or guest which is a nuisance to any other homeowner, resident or guest is prohibited.

15. Toys left in common areas or around the front of homes after dark is prohibited.

16. Residents are responsible for rule compliance by their family members and guests.

17. Absentee homeowners are responsible for rule compliance and payment of fines of their tenants/renters.

18. Garage sales are prohibited unless organized for and available to the entire community and approved by the Association Board.

19. Excessive noise can be more disturbing to people than almost anything else. Therefore, residents are requested to use good judgment when playing stereos, televisions, running cars, appliances, etc., or entertaining both outside and inside the home at all times. After 10:00 p.m. any resident may report excessive noise to local law enforcement authorities. The resident will be subject to a fine as outlined in the fine and suspension policy.

II. Monthly and Special Assessments

1. The monthly homeowner assessment is due on the first (1st) day of each month, and past due after ten (10) days.

2. The monthly assessment is used to pay Association costs on behalf of all property owners, including, but not limited to: building and liability insurance; security; water, natural gas and electricity in the Common Area; landscape and sprinkling system repair and maintenance; pool; garbage and snow removal; signs and perimeter fences; office supplies, printing costs and postage; general labor; property managements fees, basic cable television; and, capital and other special reserve accounts.

3. Payment of monthly and/or special assessments shall be enforced in strict compliance with Sections 1 – 5 of Article 7 of the CC&R's.

4. Delinquency Policy

- a. A late charge of \$10.00 or 5% of the amount of delinquent installment, whichever is greater, will be assessed to any owner or tenant, who fails to pay in full the monthly assessment fee and/or any special assessment fee by the 10th day of each month.
- b. If any installment of a Common Assessment is not paid within 30 days after the due date, interest at a rate of 1.5% per annum will be assessed in addition to the late fee to any account past due after the due date.
- c. Accounts past due for two months may be sent to collections and a lien placed against the unit.
- d. Owners and their tenants will be responsible for any and all legal fees incurred in the collections process.

III. Insurance

1. **Differential Insurance Premium Assessment:** The Association purchases building, fire and casualty insurance for all Dwelling Units on behalf of all Owners. This Master Policy ***provides 100% replacement insurance coverage, excluding the established deductible.*** Annually, the Association assesses and sends each of the 71 homeowners a Differential Insurance Premium Assessment notice. Since the inception of the Association, the method of insuring the homes and common area has been consistent and as prescribed in Article XII of the CC&R's Insurance Section 2.
 - a. The Differential Insurance Premium Assessment is the individualized allocation of premium costs to each homeowner in excess of the premiums that are paid from the common assessments on the Master Policy.
 - b. The Association blends the total square footage, derived from County Records, regarding the **size**, (TOTAL square footage of home, including garage) of each home with historical information to determine the differential assessment.
 - c. The Differential Insurance Premium Assessment and established deductible are provided in writing to each homeowner annually. The homeowner is responsible for paying the assessment within the timeline provided with the notice.
2. **Owners Responsibility:** Owners and Owners' tenants, as the case may be, are responsible for all personal property in, on or around their Dwelling Unit and Lot. This includes maintaining, repairing, replacing and ensuring the structure of all other items and fixtures that are appurtenant to their Dwelling Unit and Lot.
 - a. **HO6 Insurance** is the type of insurance applicable for coverage of a home in our complex. It does not include typical auto insurance.
 - b. Each individual homeowner is responsible for maintaining an Owner's HO6 insurance policy to insure all personal property contained within the home, adequate personal liability, and sufficient Coverage A Dwelling to cover the established master policy deductible.
 - c. The Owner's HO6 insurance coverage is primary, and the Association's insurance shall be secondary for losses that emanate from within the Dwelling Unit and/or Lot.
 - i. That result from an accident, from negligence, or that are caused by Owners or Owners' tenants.

- ii. Result from items that are Owners' responsibility to maintain, repair or replace including improvements, betterments, all fixtures, appliances and items of personal property.
 - iii. This also applies to rented and even unoccupied Dwelling Units.
- d. An owner's failure to have/maintain adequate insurance coverage means the owner is liable for the association's deductible as it affects their home and lot as well as the deductible for losses incurred by other owners due to the actions or inactions of the uninsured owner.

3. Claims process:

- a. The homeowner shall immediately notify the Management Company in writing or with an email regarding any accident or damage which the homeowner believes may result in a claim for insurance coverage.
- b. The homeowner shall then file a claim for insurance coverage through their insurance agent.
- c. If the resulting loss results in a claim greater than the Association's deductible, the Management Company will coordinate the actions necessary to file a claim with the Association's insurance company.

IV. Repair and Maintenance

1. The homeowner is responsible for maintenance, repair and replacement of the following:

- a. Windows and window screens.
- b. Air conditioners.
- c. Roofs.
- d. Concrete driveways, porches, garage floors, steps, patios, walkways and sidewalks and all other concrete surfaces on and around the Owner's Lot, except for the curb, gutter and sidewalks fronting the roadways that are considered to be in the Common Area.
- e. Any item external to the home installed by the homeowner, which must be approved in writing in advance of installation by the Architectural Committee.
- f. Painting and maintenance of any exterior doors, door frames, decks, stucco, porch and railings.

- g. Storm doors, screen doors and window coverings.
- h. Optional planting and upkeep of supplemental flowers, supplemental bushes and vegetables in the Owner's landscape area.
- i. Any portion of the sprinkler system that has been modified by or at the request of the Owner. Regular sprinkler maintenance performed by the HOA's chosen landscaping company will not constitute a modification. Please note that modifications to the sprinkler system MUST be reported to the HOA.

2. When an Owner wishes to make any alteration or improvement to the front of their property, the change must be approved by the Architectural Committee. The application for change must include the nature, kind, shape, measurements, materials and location of the alteration, improvement or addition. Obtaining approval of the Architectural Committee applies to the exterior of a property owner's home, including garage door and exterior paint. (See Article VIII, Section 2 of the CC&Rs.)

3. Damage to, removal of or modification of common area land and property owned or under the jurisdiction of the Association is prohibited.

4. The Association is responsible for maintenance of the following:

- a. The Common Areas including the recreation facilities.
- b. All perimeter fences and gates and those fences and gates that border Common Areas.
- c. Outside street lighting, including garage exterior light bulbs.
- e. Association installed lawns, trees, bushes and sprinkler system.
- f. Weeding of the front yards and common areas.
- g. Maintenance of any paved surfaces in the common areas.
- h. Snow removal from roads, front porches, front and common sidewalks and driveways.

5. **EMERGENCY MAINTENANCE**

In case of emergency, please contact the Property Management Company and follow the prompt for an emergency.

WHAT CONSTITUTES AN EMERGENCY?

- a. **Water:** Main waterline breaks, outdoor flooding
- b. **Sewer:** Indoor/outdoor sewer backup, blockage, or break
- c. **Power Outage:** Major power outage within the complex, common area power outage
- d. **Natural Disaster:** Storm damage, earthquake, tornados, or any other occurrence caused by nature.
- e. **Accidents and other related damages:** Major Common area accidents and/or damages. If the damage affects a single unit only and is not caused by an adjacent unit, responsibility lies with the owner and the owner's tenant. If an adjacent unit causes damage, the management company needs to be contacted.
- f. **Nefarious Activity:** Please contact the proper authorities (ie: police, fire department, etc.)

V. Swimming Pool and Hot Tub

The swimming pool and hot tub are for the use and enjoyment of the homeowners. Included in this, but of secondary consideration, is the use of these facilities by tenants and guests of homeowners. Swimming Pool and Hot Tub Rules may be modified annually at the Board's discretion. Notice of any changes to Swimming Pool and Hot Tub Rules will be provided to owners. The rules are as follows:

1. The pool will be open seven (7) days a week. Opening and closing times will be announced annually in the newsletter.
2. Your amenity card will open the pool lock (except after closing).
3. Please limit guests to TEN (10) at a time; Guests must always be accompanied by an ADULT RESIDENT.
4. No children under the age of 18 are allowed at the pool without an adult resident present at all times.
5. Jacuzzi is exclusively for those age (14) and older. Water temperature is approximately 105 degrees which is too warm for young children. Jacuzzi is NOT to be used as a wading pool.
6. There is no lifeguard on duty. Swimming is at your own risk. DIVING IS PROHIBITED.

7. The pool gate must be closed securely after entering or leaving the pool to safeguard against children or non-residents entering or leaving the pool area.
8. The Salt Lake County Health Department regulations prohibits any food, glass, or pets in the pool deck area (area enclosed by the pool fence). The pool could be closed for any such violation. Non-breakable plastic or metal containers may be taken inside the area.
9. Radios may be taken to the pool area as long as they are kept at a low volume level and do not disturb other residents. Earphones are highly recommended.
10. Proper swim wear is required while using the pool. Street clothes are not permitted in the pool or hot tub, this includes cut off jeans. When choosing swim attire, please remember that the pool is for use by all residents, of all ages. Please keep swim attire family-friendly.
 - a. An exception may be made for t-shirts to protect from the sun, however a swim shirt is recommended.
11. Children under the age of 3 MUST use a swim diaper while in the pool. Regular diapers are not permitted.
12. Small flotation devices may be used as long as they do not interfere with other guest's enjoyment and use of the pool.
13. Please remove bobby pins, clips or rubber bands before entering the pool since they could cause damage to the filter system.
14. The pool is monitored; however, residents can help by notifying Association and or Management when there is a problem at the pool.
15. There are people of all ages in our Community, so please respect your neighbors. Be courteous and understanding. Screaming, boisterous conduct or foul language is difficult to tolerate. **REMEMBER, THE POOL IS FOR THE EXCLUSIVE USE OF RESIDENTS AND THEIR INVITED GUESTS**, and following the foregoing rules will make the use of these facilities a more enjoyable and long-term experience for all Village Residents.
16. The restrooms are for the use of Residents and their guests while in the pool area. Please clean up after each use and do not put diapers and/or any other objects into the toilets.
17. In the event of a problem, contact the Association or M&M MANAGEMENT located at 3783 South 500 West, Suite 8 South Salt Lake, UT, 84115. David Matheson may be emailed at managementbyymm@gmail.com to assist you with your concerns or suggestions.

VI. Driving and Vehicle Rules

1. The operation and parking of any bicycle, motorcycle, car, truck or any other motorized vehicle on any landscaped area is strictly prohibited. Bicycles and any such motorized vehicles may only be driven on The Village roadways, and then, only by those with the applicable and valid operator's license.
2. Driving at speeds in excess of 15 miles per hour is prohibited on The Village roadways.
3. Driving recklessly is prohibited.
4. Driving around The Village for other than entry to or exit from the community, or intra-community destination, is prohibited.
5. Car painting on the property is prohibited.
6. Draining of car fluids within the community is prohibited. Vehicle fluids shall not be put into the storm drains. If any vehicle fluids and lubricants are spilled, they must be immediately cleaned up. Any hazardous waste must be disposed of according to State hazardous chemical requirements.
7. Only minor car repairs are allowed on property. Any car on a jack should be attended by an adult at all times.
8. No overnight parking of any Member's vehicle shall be permitted on the common Area or on any Lot, except in a garage or in the driveway areas located directly in front of and to the side of a Dwelling Unit and provided that:
 - a. No more than two (2) passenger vehicles, in working order and legal for use on public streets, shall be parked overnight in the driveway areas;
 - b. No part of any such vehicle parked in a driveway area overnight shall extend beyond the rear line of the Dwelling Unit or beyond the edge of the driveway area in any direction so as to cover or protrude into any part of the sidewalk, curbing or planted portion of the Common Area;
 - c. No such vehicle shall be so parked unless the garage of the Dwelling Unit served by the driveway area is first used for parking to the extent of its designed capacity for parking; and,
 - d. In addition, no recreational vehicle shall be parked longer than thirty (30) minutes on the Common Area or on any Lot except in a garage or in a driveway area at least six (6) feet behind the front of any Dwelling Unit. (For purposes of

this rule, "Members" shall include all persons who stay continually in a Dwelling Unit for more than fourteen (14) days.)

9. No parking in "no parking" areas. Violators will be towed at owner's expense. Owners and residents of Dwelling Units should park only in the designated driveways or garages on the Owners' Lot and Dwelling Unit, pursuant to paragraph 8 just above.

10. Except as provided in paragraph 8(d) just above, parking of recreational vehicles (boats, trailers, motorhomes, etc.) is not allowed in common areas and vehicles in violation will be towed at owner's expense and/or owner will be fined.

11. Vehicles not in operation for over one week and derelict vehicles parked in common areas or driveways are prohibited.

12. Overnight street and/or curb side parking and parking on sidewalks at any time is strictly prohibited.

13. **Temporary Parking Pass:** A temporary parking pass must be obtained for any vehicle that utilizes guest parking overnight. Please plan in advance, prior to your guest's visit to obtain a temporary parking pass from an HOA board member. Passes are dated and have a maximum use of one week. Extensions for an additional week may be granted with just cause, but must be approved by the HOA board.

- a. This procedure will help to identify and accommodate vehicles that are welcome and authorized to park overnight in our common parking areas.
- b. Temporary parking passes are NOT intended to be used by owners/residents as a means to continuously park in guest parking. Owners/Residents must utilize their garage and driveway.

14. The following procedures and guidelines will apply to the Board of Directors and Property Manager in the enforcement of the parking rules of The Village. Except when a vehicle is found parked at or near a posted "tow away" zone, in which case the vehicle may be towed immediately at owner's expense, or except in an emergency, before towing any vehicle for any other reason, the following will occur:

- a. First offense: A written notice of the violation will be posted on the vehicle;
- b. Second offense: If the vehicle remains in violation or is found to be in violation within a reasonable time thereafter, the vehicle may be towed at the owner's expense and a \$25.00 service charge assessed to the resident AND to the owner of the vehicle;
- c. Third and subsequent offenses: The vehicle may be towed at the owner's expense and a \$100.00 service charge will be assessed to the resident AND to the owner of the vehicle; and,

d. In addition, a late fee of \$10.00 per month will be assessed on all unpaid service charges and fines.

15. You may appeal any complaint or service charge involving parking violations by submitting a written request for a hearing to the Property Manager within five (5) days of receiving a complaint, written notice or the towing of the vehicle. All fees and costs associated with the tow shall be the responsibility of the vehicle owner and the vehicle owner shall deal directly and solely with the tow company in regard thereto.

VII. Pets and Animals

1. Pet guidelines coincide with the Salt Lake County Ordinances for pets or animals. Below is a summary of the ordinances for all pets and pet owners. They will be governed by the Salt Lake County Ordinance and Midvale City Ordinances. Copies can be obtained at any animal shelter.

2. Two common household pets may be kept and maintained in the home. No household is allowed more than two (2) pets or animals.

3. No pet may be kept that poses, threatens to pose or, in the reasonable judgment of the Board, may pose or create any unreasonable risk of harm to any Owner, resident and/or guest of the community, or any pet which is dangerous or known to have dangerous propensities.

4. All pets and animals are to be kept on a leash when in common areas and on the property of other homeowners.

5. Any property 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.

6. Any animal that 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, Lot, building, walkway, or street, etc., unless the person having control of such animal shall immediately remove any such defecation;
- e. Makes disturbing noises in an excessive, continuous or untimely fashion;
- f. No breeding of animals for commercial or private purposes allowed;

- g. Attacks other domestic animals; and
 - h. Otherwise acts so as to constitute a nuisance or public nuisance under the provisions of Chapter 10, Title 76, Utah Code Annotated (1953).
7. Any animals which, by virtue of the number maintained, are offensive or dangerous to the public health, welfare or safety. (Prior Code 100-1-16.)
8. If a pet, animal, bird, reptile or other pet is raised or kept in any home or common area in violation of this section or Salt Lake County Chapter 8 Ordinance, the homeowner shall be charged after receiving one warning:
- a. First offense: \$25.00 fine;
 - b. Second offense: \$50.00 fine and inspection fee, and \$45.00 assessment;
 - c. Third offense: \$100.00 fine and inspection fee, and \$90 assessment; and
 - d. After third offense, pet shall be permanently removed from community.
9. Should the Board be required to take legal action against any person violating any of these rules, the Association is entitled to recover all attorney's fees and costs associated with such action.

VIII. Home Occupation Business

1. Pursuant to Section 1 of Article X of the CC&R's, A Unit SHALL NOT be used for a home occupation business without prior written approval of the Board on application by the Owner. An Owner who is currently operating a home occupation business must apply for approval from the Board to continue operating the same. The Owner's application shall establish to the Board's satisfaction that the Owner's home occupation business meets the minimum requirements included in the paragraphs following and otherwise complies with the CC&R's. In reviewing any such application, the Board may impose additional conditions and requirements for the establishment and maintenance of a given home occupation business. In all cases, the Board shall have the final say as to whether a particular home occupation business will be approved or allowed to continue.
2. The home occupation business shall comply in all respects with Chapters 17-7-1.12 and 17-7-2.12 of the Midvale City Zoning Ordinance, as the same may be amended and/or renumbered from time to time, as well as all other municipal, county, state and federal regulations pertaining to such businesses.
3. Owner shall obtain and maintain all necessary and applicable business and professional licenses and show proof thereof as part of the application and, if

approved, from time to time thereafter, as requested of the Board. If approved, the Board, or its designated agent, shall also have the right to inspect the Unit whereat the home occupation business is operated at all reasonable times upon reasonable prior notice. For purposes of this provision, reasonable notice may consist of no more than a telephone call during regular business hours made just prior to the inspection.

4. Owner shall not include outdoor storage, outdoor display of merchandise, nor parking /storage of any vehicle in excess of twelve thousand pounds gross vehicle weight. For example, a “half ton” or “three quarter ton” pick up truck would have a gross vehicle weight not exceeding the twelve thousand pound restriction, but anything larger, such as an “one ton” pick up truck would violate this restriction. No trailers, enclosed or otherwise, used in connection with the home occupation business may be parked anywhere in driveways or parking areas in or around any Unit or anywhere in the common area;

5. No identifying signage of any kind may be used to market the home occupation business. No signage of any kind may be attached to the Unit or displayed from or around the Unit or anywhere in, on or around the common area;

6. No advertising to or solicitation of other Owners in the Association shall be permitted. No flyers or advertisements of any kind may be distributed within the Complex to other Unit Owners nor may they be placed, hung or displayed on any Unit nor in or around the common area nor at or near the entrances to the Complex. Common areas may not be used in any way to promote or advertise a home occupation business.

7. No portion of the garage space of a Unit may be used in connection with the home occupation business if doing so results in the need of the Unit Owner to park his or her vehicles outside of the garage.

8. The home occupation business may not generate business related traffic in excess of two vehicles per hour. **NO CUSTOMER OF A HOME OCCUPATION BUSINESS (as that term may be defined by the Board) SHALL BE PROVIDED WITH THE GATE CODE.** Home occupation businesses which depend on customer, vendor, courier and/or delivery visits, as limited hereby, may not be operated before or after the normal and customary business hours between 8:00 a.m., and 6:00 p.m.

9. Home occupation businesses which involve firearms, tobacco or alcohol or any other controlled or regulated substance, material or chemical, regardless of the nature or particular level or degree of hazard which gives rise to the regulation, shall not be allowed.

10. The home occupation business shall be properly insured. Upon review of the Board, the home occupation business may be required to obtain additional coverage in

order to adequately protect the Association from any potential additional risk and/or third party liability resulting from the operation of home occupation business.

11. Upon approval of the home occupation business, the Owner agrees to indemnify, defend and hold the Board and the Association and all of its members harmless from any claim or cause of action arising from the Owner's operation of the home occupation business. If, at any time after approval is initially granted, the Board finds the Owner to be out of compliance with these and any other requirements placed on the Owner when the approval was obtained, the Board may rescind its approval by written notice to the Owner and, upon receipt of such notice, the Owner shall immediately cease operating the home occupation business and failure to do so will subject the Owner to the restrictions and penalties elsewhere contained in these Rules and the CC&R's.

12. For purposes of this rule, "home occupation business" is defined as any activity pursued by the Owner or any resident of a Dwelling Unit in or from the Dwelling Unit for the purpose of generating income, regardless of whether or not any income is generated as a result of the activity.

IX. Violation Penalties

Violations of the Association rules and/or provisions of the CC&Rs pertaining to The Village may result in any one or more of the penalties below being imposed:

1. Suspension of the use of the Association's swimming pool, and/or:
 - a. For up to thirty (30) days for each violation of rules pertaining to any one of those facilities by the violators; and
 - b. For as long as any owner is delinquent in the payment of any Association monthly or special assessments, fines or charges over forty-five (45) days, for the violator, his/her family, guests and tenants.
 - c. A fine will be levied against any person using the pool while he or she is suspended from pool use
2. Fines and other applicable penalties will be levied for violations of Rules.
3. Enforcement of Rules and Regulations
 - a. **First Violation:** The HOA and/or Management Company will issue a written warning to the owner and tenant, if applicable, informing them that a fine will be imposed.
 - b. **Second Violation:** A second similar violation committed within one year from when the written warning was issued, or a current violation not remedied within 48 hours of the warning letter, will incur a fine of \$100.00.

- c. **Third Violation:** A third similar violation committed within one year from when the written warning was issued, or a current violation not remedied within ten (10) days of the assessment of the second violation fine, will incur a fine of \$200.00.
 - d. **Fourth Violation:** A fourth violation of the same rule or regulation committed within one-year from when the written warning was issued, or a current violation not remedied within ten (10) days of the assessment of the third violation fine, will incur a fine of \$500.00.
 - e. If you are warned, fined, and do not correct the issue, you will be subject to legal action and held responsible for all legal fees and costs associated with legal proceedings, including those costs and legal fees incurred to collect the assessed fines.
 - f. For violations which continue not remedied month to month, you will be subject to a recurring monthly fine of \$500.00. Cumulative fines will not exceed \$500.00 per month.
4. Suspension of the violator, his or her family, guests and tenants from the use of the Association's pool is the automatic penalty imposed for delinquency of Association assessments, fines or charges delinquent more than forty-five (45) days. The duration of the suspension will be during the above defined delinquency period and may be extended, at the discretion of the Board of Directors, for up to ninety (90) days after such delinquency is incurred, and for second and subsequent violations.
 5. All "Violation Notices" will be delivered, by letter and/or email by the Property Management Company, to the offender or to the adult person responsible for the offender, written notice sent to offender and homeowner, and if offender is a non-owner, then such notices will be mailed to the violator's address or to the address of the adult person responsible for the violator.
 6. Suspension of the Association voting rights appurtenant to any home for which any Association monthly or special assessments, fine or charge is over sixty (60) days delinquent; and/or
 7. Charges levied to recover costs incurred by the Association to correct the effect of damage of any Association violation, in the amount of such recovery costs against the violator, or at the discretion of the Association Board of Directors, against a homeowner responsible for the violator; and/or
 8. Late charge levied on any unpaid Association monthly or special assessments, fine or charges, after thirty (30) days delinquency, against The Village of such delinquent homeowners; and/or

9. Liens filed for unpaid Association monthly or special assessments, fine or charges after thirty (30) days delinquency, against The Village of such delinquent homeowners; and/or
10. Foreclosure proceedings initiated for unpaid Association special assessments, monthly assessments, fines or charges after ninety (90) days delinquency, against The Village property of such delinquent homeowners; and/or
11. Towing, at owner's expense, any vehicle in violation of any Association parking rule, plus the levying of the associated service charges outlined in Section VI.

X. APPEAL PROCESS (See Section 28 "Notice of Hearing" Article)

An owner or tenant who receives a violation notice and/or who is assessed a fine may request, within thirty (30) days from the date the fine is assessed, an informal hearing to protest or dispute the notice and/or associated fine at the next HOA Board of Directors meeting. The hearing shall be conducted in accordance with the standards below.

1. If a hearing is requested, no interest or late fees shall accrue until after the hearing has been conducted and the Board of Directors has rendered a final decision in enforcement of the violating conduct and or fines issued for the same.
2. All requests for hearings must be in writing, dated and emailed, mailed or delivered to the Property Management Company at the address' below.
 - a. Correspondence should be sent to:

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

Email: managementbymm@gmail.com

3. The hearing must occur within thirty (30) days of the owner's written request to the management company.
4. Any hearing, as a result of such a request shall be governed by the following rules
 - a. The owner and tenant, if applicable, must appear at the time and place designated by the Board of Directors for the hearing.

- b. At the hearing, the owner or tenant contesting the fine will be entitled to fifteen (15) minutes to present any information or evidence they believe to be pertinent for the Board of Director's consideration of their appeal.
- c. The Board of Directors may establish and announce at the hearing any other reasonable rules regarding the hearing. Within ten (10) days of the hearing, the Board of Directors shall issue and mail or email to the owner or tenant a written decision regarding the dispute. The Board of Director's response shall be final.
- d. The Board of Directors may rely on any reasonable information and evidence in determining whether or not a violation of the Rules and Regulations has occurred, both initially and after a hearing. Fines determined valid that are not paid by the monthly assessment due date following their issuance will accrue interest and late fees in the same amount as any other late assessment fee and may be collected as an unpaid assessment as set forth in these Rules and Regulations (Section II, 4, b).

XI. Grievance Procedure

1. Definitions and Purpose

- a. Arbitration – to have an impartial third party settle an issue between parties engaged in a dispute or controversy.
- b. Board – refers to The Village Board of Directors.
- c. Grievance – that which oppresses, injures or causes grief or a sense of wrong; a cause of annoyance.
- d. H.O.A. – Home Owners Association.
- e. Negotiation – to meet and discuss with another in order to reach an agreement.

2. We believe it is in the best interests of the tenants, owners, Board and management of The Village H.O.A. to work cooperatively and harmoniously. It is recognized that there may be occasions when disagreements arise between two parties involved with The Village, therefore, the Board has adopted this policy in order to have an orderly procedure to arrive at a resolution of any such disagreements.

3. Instigation of a grievance procedure:

Any owner, tenant, board member, management company employee or other employee of the Association may instigate a grievance procedure whenever it is

believed that: (i) his, her or its comfort, safety or property has been or is being damaged by the action or inaction of another homeowner, tenant, manager, etc., of The Village; or, (ii) that there is or has arisen in the past disagreement between any of the above mentioned parties. In the event a tenant is instigating the grievance procedure, the homeowner should co-sign any letter written by said tenant and the homeowner must attend the Board meeting. All actions of the Board after receiving the written complaint shall be recorded in the minutes.

4. Grievance procedure

a. The complainant will contact the Property Management in writing. The letter/email should include the date the problem occurred, the date the letter/email was written, the name of the person complaining, a description of the problem and any other pertinent information which the Board may need. The letter/email should be sent within fifteen (15) days of the incident/complaint and should be sent to the ~~President of the Association~~ Property Management Company. The letter/email will be reviewed at the next regularly scheduled Board meeting, which the complainant will be invited to attend. The Board of Directors and the complainant will attempt to resolve the grievance. The complainant may request a written response from the Board of Directors. If the complainant feels the issue is yet unresolved at the Board meeting or by receipt of the requested written response of the Board, he/she shall proceed to step c., below.

b. Correspondence should be sent to:

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

Email: managementbymm@gmail.com

c. The complainant formally requests additional meetings for negotiation/arbitration. This request should be in writing and submitted to the Property Management Company. The meeting will be arranged by the Board within a reasonable amount of time. Representatives of all interested parties shall be invited to attend the meeting. The purpose of the meeting shall be to resolve the grievance to the satisfaction of all concerned. This meeting shall be reported at the next regularly scheduled Board meeting and recorded in the minutes.

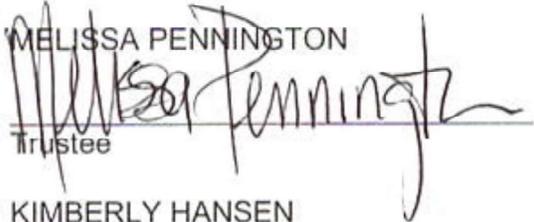
The Village Homeowner's Association Bylaws and CC&Rs are filed with the Salt Lake County Recorder's Office.

APPROVED AND PROMULGATED this 18 day of Feb, 2025 by unanimous consent by the duly elected and acting Board of Trustees of The Village Homeowners Association.

PAMELA MOLLNER


Trustee

MELISSA PENNINGTON


Trustee

KIMBERLY HANSEN


Trustee