

# **Villas at Monarch Meadows Homeowners Association Rules & Regulations**

## **Preface**

These Rules & Regulations have been adopted with the intent of providing the Residents of Villas at Monarch Meadows with a practical plan for day-to-day living. Its goal is to maintain our community as a first-class association and to provide Residents with common sense guidelines for living together as neighbors. A successful Association is a community of Owners who exhibit a pride of homeownership and share a common vision as to what constitutes a desirable neighborhood.

Membership in the Association runs with the property. Each buyer of property within the community is bound by the governing documents of the Association that include the Declaration (CC&Rs), By-laws, Rules & Regulations and Architectural Guidelines. Homeowners who oppose a particular rule or regulation are asked to keep the following points in mind:

Living in an Association means one must adhere to certain rules and regulations due to the necessity for architectural conformity and the demands of the governing documents, which exist for the benefit of our community and helps to maintain our property values.

Owners have the right to petition the community to change a regulation if he/she feels that a particular regulation no longer applies or is unduly restrictive of the majority.

If an owner is found in violation and is fined, remember this action is taken because the majority of Owners in the Association consider it to be just and proper.

Effective Rules & Regulations requires the cooperation of all Residents of the Association. The best approach to resolving a difference with a neighbor is to talk to your neighbor directly. However, should this not resolve the problem, an official complaint can be filed with the Community Manager. Each Resident's cooperation and participation is encouraged. This is your Association and these are your rules.

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## **Section I – Introduction**

**1.1** The following Rules & Regulations flow from and supplement provisions found in the Declaration of Condominium and By-laws of the Villas at Monarch Meadows Homeowners Association. It is not the intent of these Regulations to be a substitute for the Declaration and By-laws.

**1.2** To the extent that the provisions of applicable law (federal, state or local), the Declaration, By-laws or the Rules & Regulations are in conflict, the provisions of applicable law shall first control followed by the provisions of the Declarations, the By-laws and the Rules & Regulations, in that order.

**1.3** These Rules & Regulations are binding on all Owners, Residents, their families and guests. The Owner is responsible for communicating the Rules & Regulations to occupants and guests and will be liable for fines incurred and/or damages caused by occupants and guests.

**1.5** The provisions of these Rules & Regulations can only be amended by vote of the Management Committee in an open meeting following notice to the community of a pending change and allowing for a minimum of thirty (30) days for public comment.

## **Section II – Definitions**

**2.1 Assessment** – Shall refer to any amount imposed upon, assessed or charged a Unit Owner or Resident at the Project.

**2.2 Association** – Refers to all of the Unit Owners at Villas at Monarch Meadows acting as a group in accordance with the Declaration.

**2.3 By-laws** – Refers to the By-laws of the Villas at Monarch Meadows Homeowners Association, Inc., a copy of which is attached to and incorporated in the Declaration by reference as Exhibit C.

**2.4 Common Area** – Shall mean to that portion of the Project not a Unit.

**2.5 Declaration** – Refers to the Declaration of Condominium for Villas at Monarch Meadows an expandable Utah condominium project. Also referred to as CC&Rs.

**2.6 Guest** – Refers to an invitee, temporary visitor or any person whose presence within the Project is approved by or is at the request of a particular Resident.

**2.7 Improvement** – Refers to any physical change or addition to the Land to make it more valuable.

**2.8 Land** – Shall refer to all of the real property subject to the Declaration.

**2.9 Limited Common Area** – Shall mean those Common Areas designated in the Declaration or in the Condominium Plat as reserved for the use of a certain Unit Owner to the exclusion of the other Unit Owners. Any doorsteps, landings, porches, balconies, decks, patios,

garages, or other improvements intended to serve only a single Unit, shall constitute Limited Common Area appertaining to that Unit exclusively, whether or not the Condominium Plat makes such a designation.

**2.10 Management Committee or Committee** – Refers to the committee of Owners elected or appointed to manage the affairs of the Association. May also be referred to as Board of Directors or Board.

**2.11 Owner** – Refers to a holder of a fee or an undivided fee interest in a Unit in the Project, excluding a mortgage or a beneficiary or trustee under a deed of trust, unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding.

**2.12 Project** – Shall mean the Villas at Monarch Meadows.

**2.13 Property Manager, Community Manager or Manager** – A person or entity appointed or hired by the Association to manage and operate the Project and/or assist in the administration of the Association.

### **Section III – General Rules**

#### **3.1 Aerials, Antennas and Satellite Systems**

Antennas and satellite dishes shall be prohibited within the Property, except:

- a. Antennas or satellite dishes designed to receive direct broadcast satellite service which are one meter or less in diameter;
- b. antennas or satellite dishes designed to receive video programming services via multipoint distribution services which are one meter or less in diameter or diagonal measurement; or
- c. antennas or satellite dishes designed to receive television broadcast signals ("Permitted Devices") shall be permitted, provided that any such Permitted Device is:
  1. located in the attic, crawl space, garage, or other interior spaces of the dwelling or another approved structure on the Unit, so as not to be visible from outside the dwelling or other structure;
  2. attached to or mounted on a deck or patio and extending no higher than the eaves of that portion of the roof of the dwelling directly in front of such antenna.

Notwithstanding the foregoing, should an Owner determine that a Permitted Device cannot be located in compliance with the above guidelines without precluding reception of an acceptable quality signal; then the Owner may install the device in the least conspicuous alternative location on the Unit where an acceptable quality signal can be obtained. Any such Device located on the outward structure of the Unit (roof, exterior wall, etc.) that causes damage to the unit, the owner shall be solely responsible for any repair required. The Management Committee may adopt rules establishing a preferred hierarchy of alternative locations and requiring screening of all Permitted Devices, so long as such rules do not unreasonably increase the cost of installation, maintenance, or use of the Permitted Device.

#### **3.2 Basketball Hoops**

Basketball hoops and portable basketball standards are not permitted within Common Areas without prior written approval from the Management Committee.

### **3.3 Bicycles**

Bicycles in the Common Areas must be parked or stored in the bicycle racks or storage areas designated by the Management Committee.

### **3.4 Business Use**

No commercial trade or business may be conducted in or from any Unit unless:

- a. The existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the residence;
- b. the business activity conforms to all zoning requirements for the Project;
- c. the business activity does not involve persons coming onto the Project who do not reside in the Project or door-to-door solicitation of residents of the Project;
- d. the business activity is consistent with the residential character of the Project and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Project, as may be determined in the sole discretion of the Committee. Notwithstanding the above, the leasing of a residence shall not be considered a trade or business within the meaning of this sub-Section.

### **3.5 Common Areas**

No item may be installed or encroach on common areas without the express written permission of the Management Committee. This includes without limitation, flagpoles, clothesline, signs, decks, fences, landscaping, lawn decorations and walkways. Personal items such as play equipment and lawn chairs may not be stored or left overnight on any common area.

Any decorations located on the outward structure of the Unit that causes damage to the unit, the owner shall be solely responsible for any repair required.

Nothing shall be done or kept in, on or about any Unit or in the Common Areas or Limited Common Areas which may result in the cancellation of the insurance on the Property or an increase in the rate of the insurance on the Property, over what the Management Committee, but for such activity, would pay.

### **3.6 Contractor Working Hours**

Residents who employ contractors to perform services shall not allow the performance of such services weekdays before 7 a.m. and weekends before 9 a.m. All such contract services must terminate each evening no later than dusk. Contract services include, but are not limited to, general construction activities, lawn maintenance and automobile repairs. Services such as, emergency repairs to your home is excluded. Contractor trucks, trailers and all other equipment or materials must be removed from streets each evening.

### **3.7 Energy Conservation Equipment**

Except in compliance with U.C.A. Section 17-27-901, as it maybe amended from time to time, no solar energy collector panels, other energy conservation equipment or attendant hardware shall be constructed or installed on the Project, and such installations must be approved by the Management Committee in advance.

### **3.8 External Unit Additions**

No external items such as wiring, insulation, air conditioning equipment, water softening equipment, fences, awnings, ornamental screens, screen doors, porch or patio enclosures, sunshades, lighting fixtures will be allowed without prior written approval of the Management Committee.

### **3.9 Firearms, Incendiary Devices and Graffiti**

The use of firearms and incendiary devices, or the painting or graffiti, within the Project is prohibited. The term firearms includes but is not limited to all guns, pistols, handguns, rifles, automatic weapons, semi-automatic weapons, BB guns, pellet guns, sling shots, wrist-rockets, blow-dart guns, and other firearms of all types, regardless of size.

### **3.10 Garage Sales**

Residents must comply with the city rules regarding Garage Sales and the sign regulation contained in Section 3.5. Residents are encouraged to take advantage of community wide garage sales that can be coordinated by request to the Management Committee.

### **3.11 Garbage, Debris and Bulk Waste**

All rubbish, trash, refuse, waste, dust, debris and garbage shall be regularly removed from the Units, Limited Common Area and Common Areas and shall not be allowed to accumulate thereon. Between scheduled pick-ups, garbage cans, recycle bins, regular landscape waste and other similar items should be stored in your garage or in an area screened from view of neighboring units. Seasonal tree and bush trimmings too large for landscape waste bags may be stored no longer than seven days in the rear only of your unit. Sealed garbage bags, hard containers, recycle bins and/or seasonal tree and bush trimmings may be placed outside for collection no earlier than 5 p.m. the night before collection day. Containers are to be removed from the street by 7 p.m. the day of collection. Littering in the common area is prohibited. Please check with the City for the current regulations regarding bulk waste collection.

### **3.12 Leases**

- a. Any agreement for the leasing, rental, or occupancy of a Unit shall be in writing and a copy thereof shall be delivered to the Management Committee upon request. By virtue of taking possession of a Unit, each lessee agrees to be subject to and abide by these restrictive covenants, and that any covenant violation shall be deemed to constitute a default under the lease.
- b. No Owner shall be permitted to lease his Unit for transient, hotel, seasonal, rental pool or corporate/executive use purposes, which shall be deemed to be any rental with an initial term of less than six (6) months.
- c. Daily or weekly rentals are prohibited.
- d. No Owner may lease individual rooms to separate persons or less than his entire Unit.
- e. Other than as stated in this Section, there is no restriction on the right of any Owner to lease or otherwise grant occupancy rights to a Unit.

### **3.13 Lighting & Holiday Decorations**

Holiday lights and decorations may be displayed from November 15 through January 31, but may not be illuminated after January 15. The take down date may be extended at the sole discretion of the Management Committee in response to weather conditions. Lights and

decorations for holidays falling outside the above dates may be displayed from three (3) weeks prior to the holiday to one (1) week after. Any decorations located on the outward structure of the Unit that causes damage to the unit, the owner shall be solely responsible for any repair required.

### **3.14 Noise**

It shall be unlawful for any person within the Association to make, continue, or cause to be made or continued, any loud, unnecessary or unusual noise which either annoys, disturbs, injures or endangers the comfort, repose, convenience, health, peace or safety of others, within the corporate limits of the Association.

### **3.15 Nuisance**

It shall be the responsibility of each Owner and resident to prevent the creation or maintenance of a nuisance in, on or about the Project. The term “nuisance” includes, but is not limited to the following:

- a. The development of any unclean, unhealthy, unsightly, or unkempt condition on, in or about a Unit, Limited Common Area or the Common Area;
- b. the storage of any item, property or thing that will cause any Unit, Limited Common Area or the Common Area to appear to be in an unclean or untidy condition or that will be noxious to the senses;
- c. the storage of any substance, thing or material upon any Unit, Limited Common Area or in the Common Area that will emit any foul, unpleasant or noxious odors, or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the other residents at the Project;
- d. the creation or maintenance of any noxious or offensive condition or activity in or about any Unit, Limited Common Area or the Common Area;
- e. actions or activities tending to cause embarrassment, discomfort, annoyance, distress or a disturbance to any other residents, their guests or invitees, particularly if the police or sheriff must be called to restore order;
- f. maintaining any plants, animals, devices or items, instruments, equipment, machinery, fixtures, or things of any sort whose activities or existence in any way is illegal, noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community by other residents, their guests or invitees;
- g. creating or maintaining an unreasonable amount of noise or traffic in, on or about any Unit, Limited Common Area or the Common Area, especially after 10 p.m. and before 7 a.m. on weekdays and after midnight and before 8 a.m. on weekends and holidays;
- h. violation of U.C.A., Section 78-38-9 (1999) (i.e., drug houses and drug dealing; gambling; group criminal activity; prostitution; weapons; parties), as it may be amended or supplemented from time to time.

### **3.16 On-Site Fuel Storage**

No on-site storage of gasoline, heating or other fuels shall be permitted on any part of the Property.

### **3.17 Pets**

No pets, animals, livestock or poultry of any kind shall be commercially bred in, on or about the

Project. Pets must be properly licensed and registered by the appropriate governmental agency where required. Pets may not create a nuisance. The following acts may constitute a nuisance:

- a. Causing damage to the property of anyone other than the pet owner;
- b. causing unreasonable fouling of the air by odors;
- c. causing unsanitary conditions;
- d. defecating on any common area when the feces are not immediately cleaned up by the responsible party;
- e. barking, howling, whining or making other disturbing noises in an excessive, continuous or untimely fashion;
- f. molesting or harassing passersby by lunging at them or chasing passing vehicles;
- g. attacking or threatening to attack people or other domestic animals;
- h. otherwise acting so as to bother, annoy or disturb other reasonable residents or interfering with their right to the peaceful and quiet enjoyment of their property; or
- i. the mere number of pets maintained creates an offensive or dangerous condition to the health, welfare or safety of other residents.

Pets in the Common Area must be in a cage or on a leash and under the control of a responsible person. Pets may not be tied or tethered in the Common Area. The Management Committee may establish Pet Rules, including rules limiting the number of pets per unit, and charge a pet deposit and/or a registration fee. **Two pets per unit will be allowed.**

### **3.18 Signs**

No “For Sale” or “For Rent” or other signs or banners are permitted in the Common Area or so as to be visible from the street, unless approved in writing by the Committee.

### **3.19 Smoking**

The Utah Clean Act prohibits smoking within twenty-five feet (25') of any entrance, exit, open window or air intake of buildings. Smoking within 25' of these areas are not permitted. Disposing of cigarette waste in Common Areas (packages, wrappers, used cigarettes, matches, etc.) is considered littering and is not permitted.

### **3.20 Storage and Parking of Vehicles**

The driving, parking, standing and storing of motor vehicles in, on or about the Project shall be subject to rules and regulations adopted by the Management Committee from time to time.

- a. Motor vehicles parked in violation of the parking rules and regulations may be impounded, towed and stored, at the Owner's sole expense, without further notice.
- b. No mechanical work or repairs are to be conducted in streets or front yards.
- c. No draining of car fluids allowed on the property. No dumping of vehicle fluids in storm drains. If antifreeze, oil, etc. is spilled, it should be cleaned up immediately.
- d. No inoperative automobile or vehicle shall be placed or stored on the Property.
- e. All vehicle licenses and registrations must be current.
- f. Recreational vehicles, commercial type vehicles, and trucks shall not be parked or stored in the Community.
- g. Trailers, mobile homes, trucks over three quarter ton capacity, large boats, campers not on a truck bed, motor homes, buses, tractors, and maintenance or commercial equipment of any kind that cannot be stored in the Owner's garage shall not be parked



- or stored on the Property.
- h. Parking on the street is not allowed in the Community. Owners should keep garage and driveway clear in order to utilize these spaces first.
  - i. Guest spaces are reserved for visitors in the Project. These spaces shall not be used for regular parking of Owner's vehicles.
  - j. No motor vehicle or trailer, including but not limited to any car, automobile, truck, van, or any other transportation device of any kind may be parked or stationed in such a manner so as to block access to any building or parking space, or so as to create an obstacle or potentially dangerous condition.
  - k. Driving at speeds in excess of 15 mph is prohibited.
  - l. Driving recklessly is prohibited.
  - m. Parking on sidewalks is prohibited.
  - n. Driving motor-powered vehicles (mini-bikes, motorcycles, go-carts, mopeds, cars, etc.) on sidewalks or landscaped areas is prohibited.
  - o. The Association, Committee and Members of the Committee shall be indemnified and held harmless from any loss, damage or claim caused by or arising out of the impounding, towing or storing of a motor vehicle pursuant hereto.

### **3.21 Structural Alterations**

Except in the case of an emergency repair, no structural alterations of any kind to the Common Areas or Limited Common Areas shall be done or permitted by any Owner without the prior written consent of the Management Committee.

### **3.22 Subdivision of a Unit**

No Unit shall be subdivided or partitioned.

### **3.23 Temporary Structures**

No Owner or occupant shall place upon any part of the Project any temporary structures including but not limited to tents, trailers, awnings, trellises, gazebos or sheds, without the prior written consent of the Committee.

### **3.24 Trees, Shrubs and Bushes; Maintenance of Proper Sight Distance at Intersections**

All property located at or near driveways, entrances, exits, walkways, paths and street intersections or corners shall be landscaped so as to remove any obstructions and to permit safe sight. No fence, wall, hedge, shrub, bush, tree or monument, real or artificial, shall be planted or placed by any Owner or occupant in, on or about the Common Areas without the prior written consent of the Committee. The Management Committee may alter or remove any objects planted or placed in violation of this subsection and shall not be guilty of a trespass.

### **3.25 Unsightly and Unkempt Property**

- a. Activities (e.g., assembly/disassembly of motor vehicles and other mechanical devices), which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Project.
- b. Each Owner shall maintain, repair and replace his Unit and Limited Common Area, including but not limited to individual services such as power, light, gas; hot and cold water; heating, refrigeration, and air conditioning; fixtures; glass, window and window units; and doors and door units.
- c. Each Unit Owner shall be responsible for keeping his Unit and Limited Common

Area clean, attractive, safe, sanitary and functional so as not to detract from the health, safety or uniform appearance or design of the Project and in a manner consistent with Community Standards.

- d. When the Association declares a property unsightly, the unit owner will be sent a written notice that will give a reasonable length of time for the owner to bring the property up to standards (generally 14 days). If the owner fails to bring the property up to standards, the Association may have the work performed and will bill the expense to the unit owner.

### **3.26 Vandalism**

Any acts of vandalism to Units, Limited Common Areas or Common Areas should first be reported to the Police Department and then to the Community Manager so that the necessary repairs may be completed. Charges incurred to repair damages made by a Unit Owner, Tenant, Family Member and/or Guest will be billed to the Unit Owner.

### **3.27 Windows and Doors**

All exterior doors, windows, and window units in the Project shall be harmonious, and comparable in size, design, construction materials, and quality so as not to detract from uniformity in appearance and quality of construction. Storm door frames must be the same color as the exterior door and must have a solid, clear insert. Each home is required to have window coverings. Only curtains, drapes, shades, shutters or blinds may be installed as window covers. No aluminum foil, newspapers, reflective film coatings, or any other similar materials may be used to cover the exterior windows of any residential structure on a Unit.

### **3.28 Grievance Procedure**

Who may initiate the grievance procedure?

Any Owner, Committee Member, Manager, or employee of the Association or Management Company (1) who believes their comfort, safety, or property is damaged by the action or inaction of another Member or Manager of the Association; or (2) instances in which disagreement arises between any of the two above-mentioned parties. All decisions of the Committee, after receiving the complaint, shall be recorded in the minutes.

#### **Step 1 - Informal**

Orally report the problem to a Committee Member or the Management Company by phone or in person. This should be done within seven (7) days of the alleged grievance. Often there is some kind of a misunderstanding that is easily resolved. A Committee Member or the Management Company will respond/report back by phone or in person within a reasonable time. If the complainant feels the issue is yet unresolved he/she shall proceed to Step 2.

#### **Step 2 - Formal**

The Complainant will contact the Management Committee or the Management Company in writing. The letter should include the date the problem occurred, date the letter was written, Complainant's name, and description of the problem, and any other pertinent information the Committee may need. The letter should be sent within fifteen (15) days of the informal meeting and should be sent to the President of the Management Committee or the Management Company. The letter will be reviewed at the next regularly scheduled Board Meeting in which the complainant will be invited to attend. The Management Committee and Complainant will

attempt to resolve the grievance. The Complainant may request a written response from the Management Committee. If the Complainant feels the issue is yet unresolved at the Committee Meeting or by receipt of the requested written response of the Committee he/she shall proceed to Step 3.

### **Step 3 - Arbitration/Negotiation**

The Complainant formally requests additional meetings for negotiation/arbitration. This request should be in written form and submitted to the President of the Management Committee or the Management Company. The Management Committee will arrange the meeting within a reasonable time. Representatives from all interested parties shall be invited. The purpose of this meeting shall be to resolve the grievance to the satisfaction of all concerned. This meeting shall be reported at the next regularly scheduled Management Committee Meeting and recorded in the minutes.

Rules and policies included within the By-laws and CC&Rs, which are filed with Salt Lake County under the Utah Condominium Act, are not negotiable and will not be arbitrated or negotiated.

## **Section IV – Violations and Fine Policy**

### **4.1 – Witness to Violation**

Unless the Management Committee, through the Community Manager, is notified of rules infractions by Owners that witness them, the rules cannot be enforced. While the Management Committee does not serve as a police department or referee between disputing Owners, each resident's cooperation and participation is encouraged.

### **4.2 Witness Statement**

Violation notices are issued by the Management Company, or persons authorized by the Management Committee to do so, to the party allegedly committing the violation or allowing his/her family members, tenants, guests, invitees or pets to commit violation(s). The following procedure is to be followed in reporting a rules violation.

- a. A Violation Complaint is received from an Owner witnessing the violation, or notice by the Management Company in routine property inspections. To report a violation, send a letter to Advantage Management or a Management Committee Member.
- b. The letter of complaint must include 1) the name, address and phone number of the complaining witness, 2) the owner's name and/or address where the alleged violating person resides, and 3) the specific details or description of the violation including date, time, and location where it was alleged to have occurred.
- c. A Committee Member or the Management Company issues a witness statement based on his or her own observations. The statement is entered into the CC&R violation tracking system and a correction request is sent to the property in violation as outlined below.

### **4.3 Written Warnings (1<sup>st</sup>)**

Written Warnings for the first offense of a particular rule will be sent by U.S. postal service or by e-mail (which also is a valid source of contact in a court of law) to the Owner of record within ten (10) business days of the alleged violation. The warning will include specifics of the alleged violation as well as steps that must be taken to rectify the situation and/or the consequences for

subsequent violation of that rule. Request for a hearing to protest the written warning must be made within ten (10) business days after receipt of the Written Warning.

#### **4.4 Notice of Violation**

If subsequent violation complaints are received in regards to the same rule within one year of a previous complaint or if the steps outlined in the Written Warning to rectify the situation have not been taken, a Notice of Violation will be sent by U.S. postal service or by e-mail (which also is a valid source of contact in a court of law) to the Owner of record within ten (10) business days of the alleged violation or lack of compliance. The Notice will include the specifics of the alleged violation along with the amount of the fine to be imposed by default unless a hearing is requested within ten (10) business days after receipt of the Notice of Violation. Violations of legal documents (CC&Rs, By-laws, Rules & Regulation) can be viewed by request of the Management Company.

#### **4.5 Hearings**

Provided the Notice of Violation recipient has properly requested a hearing, that person will be given a written notice informing him or her of a time and place where the Management Committee or its duly authorized Committee will conduct a hearing to review the complaint. At that time, the recipient will have the opportunity to defend him or herself and express their reasoning behind their actions. All hearings will proceed with or without the presence of the accused Owner. The person signing the Witness Statement alleging the violation must be present or the Complaint will be dismissed and cannot be brought again for the same violation at the same time and place. The decision of the Management Committee or its duly authorized Committee shall be rendered in writing within five (5) days after the hearing and such decision shall be binding upon all parties.

#### **4.6 Penalties, Fines and Fees**

##### **a. Violations Of The Legal Documents**

- 1st offense – Written Warning
- 2nd offense - \$50 fine
- 3rd offense - \$100 fine
- 4th offense - \$200 fine
- Subsequent offenses - \$100 weekly fine, until action is corrected.
- Processing fee of \$5.00 per violation or late letter sent.
- All Fines and Fees assessed to Owners are subject to interest and late fee charges per the Collection Policy.

##### **b. Violations of Street and Guest Parking Rules**

- 1st offense – Written Warning
- 2nd offense - \$50 fine
- 3rd offense - \$100 fine
- 4th offense - \$200 fine
- Subsequent offenses - Vehicle will be towed and impounded at the Owner's expense.

##### **c. Architectural Guidelines Violations**

- Failure to submit a required modification request - \$100 per occurrence or modification.

- Failure to submit a required modification request within two weeks after being fined per step one - \$100 per month until the modification is submitted and approved.
- Installations that are not in compliance with the Architectural Guidelines will result in a fine of \$100 per month until it is in compliance with an approved submittal.

**d. Costs**

In the event of any violation of the CC&Rs, Rules & Regulations, Architectural Guidelines or By-laws of the Association, the Management Committee reserves the right to pursue any and all legal remedies to compel enforcement, legal and equitable. Any and all costs and attorney's fees shall be assessed back to the account of the offending Owner.

## **Section V – Transfer of Ownership**

### **5.1 Seller Responsibility**

- a. The Seller must supply the Buyer with copies of the CC&Rs, By-laws and Rules & Regulations and Collection Policy of the Association so that they are aware of the provisions contained therein. Copies of these documents can be requested by the Management Company.
- b. The Seller must supply the Community Manager with the names and addresses of the Buyer, as well as a forwarding address and telephone number for themselves.

### **5.2 Estoppel/Notification of Sale**

With thirty (30) days notice and upon written documentation that paragraphs 5.1(a) and 5.1(b) have been complied with, the Seller may request an estoppel (closing statement) setting forth the amount of any unpaid assessments and other charges due and owing from said Owner from the Community Manager. The Management Company is authorized to collect a fee not to exceed \$50 for this service. *See Exhibit B*

## **Section VI – Petitioning for Rules & Regulations Change**

### **6.1 Document Change Request**

The Management Committee has adopted these Rules & Regulations in the belief that they reflect the requirements of the CC&Rs and the will of the majority of the residents. Requests for changes can be made through Advantage Management, P.O. Box 1006, Orem, UT 84059-1006. The Management Committee on at least an annual basis will consider all requests for changes in good faith. Please remember that many of these rules are simply restatements or clarifications of provisions in the CC&Rs and therefore may not be changed without amending the governing documents.

### **6.2 Meeting Request for Change**

Residents may also call for a Special Meeting of the Association to consider either a Rules & Regulation change or an Amendment to the CC&Rs by collecting signatures of at least 10% of the homeowners (only one signature per residence) in the Association on a petition that states the particular change(s) sought and presenting it to the President of the Management Committee. At such a Special Meeting a rule may be overruled, cancelled or modified by a vote of the neighborhood representatives representing a majority of the total Units in the Association.

**Villas at Monarch Meadows  
Homeowners Association**

**Witness Violation Complaint Form  
(Exhibit A)**

Witness Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

Additional Witness Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

Alleged Violator Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

Violation Date: \_\_\_\_\_ Violation Time: \_\_\_\_\_

Witness Observation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Were any photos or recordings made? Yes \_\_\_\_\_ No \_\_\_\_\_

Include all tapes, photographs and details, i.e. vehicle model, color, license number with this form or forward as soon as possible. Include the name of the person who made the tape or photograph, the date it was made and the name of anyone else that was present.

**I have made the above statements based on my personal knowledge and not upon what has been told to me. I will cooperate with the association and its attorneys to provide additional statements or affidavits and, in the event a hearing or trial is necessary, i will appear to testify as a witness.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Villas at Monarch Meadows  
Homeowners Association**

**Notification of Sale  
(Exhibit B)**

**Instructions**

Seller, in working with a title company, must submit this completed form thirty (30) days prior to the closing date on the sale of a home within the Association. In addition, an original questionnaire checklist, estoppel (including summary of balance due and amount owed by the Buyer) can be retained from Advantage Management. Please mail request for closing documents (on title company letterhead) along with a check for \$50.00, for processing fee, no less than ten (10) days prior to closing. Advantage Management will mail a completed estoppel and questionnaire checklist to the title company prior to closing along with other pertinent information the Buyer will need.

**Mail Request to:**

**Advantage Management  
P.O. Box 1006  
Orem, UT 84059-1006  
Attention: Administration**

**Property Name** \_\_\_\_\_  
**Property Address** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<b>SELLER INFORMATION</b>
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**Seller Name(s)** \_\_\_\_\_

<b>Current Address</b> _____ _____ _____	<b>Forwarding Address</b> _____ _____ _____
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**Home Phone** \_\_\_\_\_ **Alternate #** \_\_\_\_\_

**E-mail Address** \_\_\_\_\_

<b>BUYER INFORMATION</b>
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Buyer Name(s) \_\_\_\_\_

Current Address _____ _____	Forwarding Address _____ _____
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Home Phone \_\_\_\_\_ Alternate # \_\_\_\_\_

E-mail Address \_\_\_\_\_

Date of Closing \_\_\_\_\_

<b>TITLE COMPANY INFORMATION</b>
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**Send Closing Documents to:** (Title Company)

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Attention \_\_\_\_\_

<b>COMMUNITY DOCUMENTS</b>
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**The Association requires that the governing documents be provided to the Buyer by the Seller. Additional copies can be acquired from Advantage Management, P.O. Box 1006, Orem, UT 84059-1006 for an additional fee of \$30.**

Buyer(s) and Seller(s) hereby state that the Seller has provided the Buyer with the Declarations, By-laws and Rules & Regulations that govern the Villas at Monarch Meadows Homeowners Association.

_____ Seller Signature	_____ Date
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_____ Buyer Signature	_____ Date
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