

RULES
of
The Colonies Homeowners Association, Inc.

As Amended January 21, 2016

Rule 1. Grounds.

- 1.1 Common Areas. The Association is responsible to maintain the Common Areas as outlined in the Revised Declaration, Articles of Incorporation, and By-laws. The Association may make improvements to the Common Areas and may sponsor events that promote the property value of The Colonies and further the mission of the Association.
- 1.2 Beautification. The Association is not responsible for beautifying the flower beds directly in front of each unit, but may sponsor programs to encourage the beautification thereof. The unit owner may plant and keep flowers and other small plants in this area. Large plants in this area may not be removed without the express written approval of the Board. The Board will maintain the beds, including watering and weeding, except as directed in writing to do otherwise.
- 1.3 Property Damage. Any person living in any unit within The Colonies may subject that unit to an assessment for any damage that person has done to the common areas. Units with children will be assessed for damage done by their children. If a group of children do damage to the common areas and the identification of the actual party doing the damage cannot be ascertained, each of the units represented by a child will be assessed equally for the costs of repair.
- 1.4 Infringement of Common Areas. Materials and objects, including toys, brought into the Common Areas must be cleared from the Common Areas when not in use, or they may be subject to removal and disposal.

Rule 2. Parking.

- 2.1 Parking Spaces. Each unit has been designated two spaces to park its vehicles in, one covered and one uncovered. Residents are not to use the spaces of other units without the written consent of that unit's owner. The remaining spaces are for temporary parking only and shall be identified as temporary parking spaces. Temporary parking spaces shall be available to guests, residents and owners on a first-come, first-served basis, subject to the provisions of Paragraph 2.2 of this Rule 2.
- 2.2 Temporary Parking. All temporary parking spaces shall be governed by the following provisions of this Rule 2.2:
 - A. Temporary parking shall be defined as parking in a temporary space not to exceed two (2) consecutive days or nights in a calendar week. The only exception to this Rule 2.2.A. shall be for those guests who may be staying

with a resident for a short period not to exceed two (2) weeks. Such guests must obtain a guest pass from a member of the HOA Board of Directors and display the pass in the front window of their vehicle whenever it is parked in a temporary parking space.

B. Any vehicle parked in a temporary parking space in violation of sub-paragraph A. of this Rule 2.2 may be booted or towed at the vehicle owner's expense, subject to the following enforcement procedures:

- 1) Enforcement of any alleged violation of sub-paragraph A. of this Rule 2.2 shall be only by complaint reported to a member of the Board of Directors.
- 2) Upon receipt of a complaint under this Rule 2.2 the Director receiving the complaint shall arrange for a written warning notice to be placed on the vehicle allegedly in violation, and shall make a written record of the complaint, together with the date and time of the warning notice.
- 3) If a vehicle receives a written warning notice and remains in the same or moves to another temporary parking space, the said vehicle may be booted.
- 4) A boot placed on any vehicle in accordance with this sub-paragraph C may be removed by a Director or employee of the Homeowners Association only upon payment of a fine as determined by the Board of Directors in accordance with Rule 2.6 of these Rules, together with payment of the booting fee assessed by the private contractor which booted the vehicle.
- 5) If a booted vehicle remains parked with the boot on it for one week after being booted, said vehicle may be towed at the discretion of the Board of Directors. Since adherence to this parking Rule 2.2 is the responsibility of the vehicle owner, the Homeowners Association and its officers or directors will not be liable for damages to vehicles, loss of or damage to personal property, or the cost of booting or towing.

2.3 Registration and Prohibited Parking. All vehicles of residents parked within The Colonies® must be registered with the Homeowners Association, and must be currently licensed with the State of Utah. Parking shall be only in designated parking spaces throughout The Colonies®. Parking is strictly prohibited in "red zones," blocking a fire hydrant or garbage dumpster, or parking in any manner which blocks or restricts the authorized parking of other residents or their guests.

2.4 Overflow Parking. Overflow parking within The Colonies® shall be governed by the following provisions of this Rule 2.4:

A. The Overflow Parking Lot is intended for long-term parking by residents only. Guests may not use Overflow Parking spaces at any time. Recreational vehicles (boats, motorhomes, camping trailers, RV's, etc.) shall receive priority over all other requests for long-term parking.

B. Long-term Storage. A resident or non-resident owner may be authorized for

long-term storage of an RV, boat or vehicle in the Overflow Parking Lot upon the following conditions:

- 1) The RV, boat or vehicle must belong to a current resident of The Colonies;
- 2) Any resident or non-resident owner who desires a parking space in the Overflow Parking Lot shall submit a request in writing to the Board of Directors, stating the license number, description of the RV, boat or vehicle, and the estimated length of stay. Authorization may be granted by the Board in accordance with the following procedure:
 - a) Each authorization for long-term parking shall be valid for a period of six (6) months, and shall automatically renew for additional six (6) month periods, unless there is a waiting list for spaces in the Overflow Parking Lot. The Board of Directors shall maintain a record of authorized RV's, boats and vehicles, organized by date of issuance. The Board also shall maintain a waiting list organized by date of each request, from the oldest request to the most recent, with the oldest request having first priority for the next available space, etc.
 - b) If there are any residents on the waiting list for long-term parking, the Board shall review the existing parking authorizations and determine the oldest to newest authorizations by date of issuance. The space having the oldest parking authorization shall be relinquished by the holder of that authorization, unless the authorization is still within its first 6 month term, in which case the space must be relinquished at the end of the six (6) month term.
 - c) If there are any residents on the waiting list for long-term parking, a non-resident owner shall not be granted parking authorization. If a non-resident owner is granted parking authorization because there is no resident on the waiting list, and thereafter a resident applies for a parking space, the non-resident owner shall be required to relinquish the parking authorization to the resident applicant in accordance with the first 6 month rule set forth in Rule 2.4. B. 2)a).
 - d) Examples:
Example 1: The Overflow Parking Lot has 13 parking spaces. Assume there are 10 boats and 3 cars with current parking authorizations. If a request is received to park another boat in the Overflow Parking Lot, then the owner of the car with the oldest parking authorization must relinquish the assigned space, unless the the authorization is still within its first 6

month term, in which case the authorization will expire at the end of its term.

Example 2: Of the 13 available spaces all are occupied by boats or other recreational vehicles. If a request is received to park a car in the Overflow Parking Lot, that request will be placed on a waiting list, following all requests for parking of recreational vehicles, including requests for RV parking received after the for non-RV parking.

Example 3: Of the 13 available spaces all are occupied by boats or other recreational vehicles. If a new request is made to park another boat or recreational vehicle, then the owner of the boat or other recreational vehicle with the oldest authorization must relinquish the assigned space in favor of the new request, unless the authorization is within its first 6 month term, in which case the authorization will expire at the end of its term.

- C. The RV, boat or vehicle must be properly licensed with the State of Utah. Owners of RVs, boats or vehicles without license plat or with expired plates must obtain special permission from the HOA Board of Directors to continue to store the vehicle.
- D. All RVs, boats and vehicles must be parked in a manner that will not inhibit parking of RVs, boats or vehicles in surrounding spaces or cause damage to any property.
- E. Parking authorization will be revoked for a resident or non-resident owner if the resident's unit owner or the non-resident owner is delinquent in the payment of dues or other assessments, or if the resident is delinquent in the payment of any assessments or fines issued to said resident.

2.6 Vehicle Maintenance, Repair and Fluids. No mechanical repair, maintenance, upkeep, or washing of vehicles shall be allowed within The Colonies[®]. Any leak of vehicle fluids onto the asphalt shall be cleaned up immediately by the unit resident or owner. Any damage caused by such leaks shall be the unit owner's responsibility to repair. Failure to clean up spills, repair damage done, and to correct any problem resulting therefrom, shall result in the vehicle being towed and impounded at the unit owner's expense and/or a penalty assessed against the unit's owner.

2.7 Enforcement. Violations of these Parking Rules 2.1 through 2.6 shall be governed by the following provisions:

- A. Each violation of any of these Parking Rules 2.1 through 2.6 shall be enforced by a fine, booting or towing at the discretion of the HOA Board of Directors or its assigns, without notice, unless a specific enforcement mechanism is stated in any of these Parking Rules, in which case that enforcement mechanism shall be applied. The HOA Board of Directors, at

its discretion, may establish by resolution or rule a schedule of fines for violations of these Parking Rules, as permitted by Utah Code Section 57-8a-208 (2010), as the same may be amended from time to time by the Utah State Legislature.

- B. Rules 2.1 through 2.6A shall not be construed to limit in any way the right of an owner or resident to have immediately towed, with or without notice, any vehicle parked in the owner/resident's assigned parking space(s) without the owner/resident's permission. The owner of the towed vehicle shall bear full responsibility for all costs associated with the towing and subsequent storage of, or damage to said vehicle.

Rule 3. Roadways and sidewalks

- 3.1 Speed limit. The speed limit within The Colonies shall not be in excess of 10 miles per hour.
- 3.2 Snow Removal. Each owner is responsible for removing snow from his or her own steps and front porch area. The Association is responsible for removing snow from the sidewalks on any day where more than two inches of snow has fallen, and from the roadways on any day where more than four inches of snow has fallen. The Association will have the snow removed by 8 a.m. and 5 p.m. as needed based on the foregoing requirements. The Association will not remove snow from the internal sidewalks of the middle and east Colony areas.
- 3.3 Infringement of Roadways. No objects are permitted in the roadway areas of the The Colonies[®], except as may be necessary on a very short-term basis, such as when moving into or out of a unit, or having repair work done to a unit. No such object may impede traffic at any time. Any object placed in any roadway other than as permitted in this Rule, or which in any way impedes the flow of traffic, may be removed by the HOA Board of Directors and impounded. The owner of the object will be liable for the cost of removal and impound.

Rule 4. Units.

- 4.1 Garbage. Any unit whose garbage is found outside the dumpster shall be assessed a penalty, provided it is evident that the garbage is there by the actions of the resident of the unit and not that of the garbage collection company.
- 4.2 Neighborhood Watch Program. Each unit owner or resident is responsible for reporting suspicious behavior occurring on the common areas or neighboring units to the Board members and/or the police. Suspicious vehicles should also be reported. Each unit owner and resident is responsible for acting in every way possible to reduce crime in The Colonies[®]. If a unit owner or member of the unit's household participates in criminal activity, the unit owner is subject to a special assessment if the activity engaged in damages any person or property within The Colonies[®]. The HOA Board of Directors shall have the power to appoint and fund

- a Neighborhood Watch Program in an effort to reduce crime within The Colonies®.
- 4.3 Noise. No loud or noisy behavior within a unit, a unit's backyard, or the Common Areas, will be permitted between 10:00 p.m. and 8:00 a.m. Repeated violations of this Rule will make the unit owner or resident subject to assessment of a penalty.
- 4.4 Pets. All pets must be registered with the Board of Directors. Units desiring to have more than one pet as limited by the Revised Declaration must obtain special permission from the Board of Directors. Residents who allow animals to violate Rule 4.3, Noise, shall be subject to a penalty as outlined in Rule 4.3. Any unit owners or residents allowing their pets to defecate or urinate on the Common Areas must clean up after such activity and/or the owner or resident shall be subject to assessment of a penalty. Any damage done by pets of owners or residents to the Common Area grass, plants, or other landscaping shall be the responsibility of the unit owner or resident, who shall be assessed the cost of repair. Any penalty assessed pursuant to this rule must be based upon a written complaint from any resident of The Colonies or upon written documentation by any member of the HOA Board of Directors.
- 4.5 Signs. No sign of any kind may be placed on the Common Area except as approved by the Board of Directors. Real Estate signs may be placed on the inside of the bay window facing out or on the exterior next to the foundation, but may not be in any place that would impede the work of the grounds crews. Any change to a house number sign must be approved by the Board. Seasonal decorations are approved, provided they do not devalue the property or that of its neighbors. Name plates, "Please remove shoes," "No soliciting," and other such small message signs are approved, provided they do not devalue the property or its neighbors and are of an attractive quality. The HOA Board of Directors has the right to remove or ask for the removal of any sign that does not comply with this Rule.
- 4.6 Soliciting. Door-to-door soliciting for profit shall not be permitted in The Colonies.

Rule 5 – Fee Schedule

- 5.1 Purpose and Intent. This Fee Schedule is established by the The Colonies® Homeowners Association, Inc. pursuant to Utah Code Annotated Section 57-8a-208 (2010), The Colonies® Declaration of Covenants, Conditions and Restrictions Sections 6.11 and 12.1, and Orem City Municipal Code as its chapters may be applicable to individual residents of the City of Orem. Whenever Utah Code Chapter 57-8a or the Orem City Code is in conflict with the provisions of the governing documents of The Colonies®, the provisions of the governing documents shall control, unless specifically prohibited by the said State or City laws. This Fine Schedule is established to provide a simple means of enforcement for violations of any provisions of the governing documents of The Colonies® in order to maintain the peace and harmony intended by the Declaration.
- 5.2 Definitions: The following definitions shall apply to any violation of any of the Rules of the HOA-

- A. “First Offense” shall mean the first violation of any provisions of the governing documents of The Colonies® for which the Board of Directors has issued a Notice of Violation or Warning Notice.
- B. “Second Offense” shall mean the next succeeding offense of the same nature as the First Offense, provided the Second Offense occurs within a twelve month period from the date of the First Offense.
- C. “Third Offense” shall mean the third succeeding offense of the same nature as the First Offense, providing the offense occurs within the twelve month period from the date of the first offense.
- D. “Fourth Offense” shall mean the fourth succeeding offense of the same nature as the First Offense, providing the offense occurs within the twelve month period from the date of the first offense.
- E. “Fifth Offense” shall mean the fifth succeeding offense of the same nature as the First Offense, providing the offense occurs within the twelve month period from the date of the first offense.

5.3 Schedule of Fines: The following provisions shall govern the assessment of fines for violations of Rules 1. through 4.

- A. The following fines may be assessed by the Board of Directors as a Special Assessment, as the Board deems appropriate-

First Offense-	Warning only
Second Offense-	\$25.00
Third Offense-	\$35.00
Fourth Offense	\$45.00
Fifth Offense	\$55.00
- B. No fine may be assessed until the Resident or Owner has been sent a notice of intent to assess the fine and has been given an opportunity to request a hearing before the Board of Directors, as provided for in the Declaration of Covenants, Conditions and Restrictions (CCR’s), Section 6.11.

5.4 Reservation of Authority. The HOA Board of Directors reserves the authority to modify the imposition of fines as set forth in Rule 5.3 as follows:

- A. The Board of Directors reserves the right to accelerate the Schedule of Fines to a Second, Third, Fourth or Fifth Offense in the event there is a cumulation of violations of multiple rules. For example, if a resident violates the parking rules more than once in a given 12 month period, and also violates the noise rules, the Board may assess the second violation a fine as though it were a Second Offense.
- B. The Board further reserves the right to make a special assessment for any damages that occur to any part of the Common Areas as a result of a violation of any of the rules. This special assessment is in addition to any fine that may be assessed for the violation and is subject to the provisions of CCR’s Section 6.11 regarding notice and opportunity to be heard.