

# **COTTONWOODS AT VINE CONDOMINIUM**

## **General Rules**

(Updated 2023)

The Homeowners Association Board of Directors and Manager (Management Committee) has established these rules for the protection of each homeowner. The facilities are shared by all residents which makes community rules worthwhile and necessary. These rules have been established under the authority of the Cottonwoods at Vine Declaration of Covenants, Conditions and Restrictions (CC&Rs) and Bylaws to assure the maximum use of the facilities and benefit of the community. They may be altered as the need arises. (CC&Rs: page 16; 5.9,13 & page 35; 9.20)

All homeowners are liable to follow the General Rules. **Violations will result first in a warning letter with a copy of the fine schedule for repeated offenses, except for Parking Rules.** See Violation Fee Schedule. Homeowners are responsible for their tenant's and guest's actions and therefore responsible to pay violation fines assessed to your unit even if it's your tenants or guests in violation. Therefore, it is important that you and your tenants understand and have a copy of the rules governing the Association. The Violation Fee Schedule will be updated annually in January. **You may request the current Violation Fee Schedule at any time.**

### **1. SMOKING / VAPING RULES**

Reference: (<https://slco.org/health/tobacco-prevention/utah-indoor-clean-air-act/#>)

The Utah Indoor Clean Air Act (UICAA) is law under Utah Code Title 26, Chapter 38 and Rule R392-510. The UICAA prohibits:

- A. Smoking or using e-cigarettes (vaping) in all enclosed indoor places.**
- B. Smoking or using e-cigarettes (vaping) within 25 feet of any entrance, exit, open window, or air intake of a building where smoking is prohibited.**

According to The Utah Indoor Clean Air Act:

"Secondhand smoke may seep from one unit to another through cracks and crevices, or travel through a shared ventilation system and enter into the living space of another. Secondhand smoke not only causes discomfort and annoyance, it is a serious health hazard. Air filtration and similar types of other ventilation systems do not eliminate the health hazards caused by secondhand smoke. There is no risk-free level of exposure to SHS."

Eliminating smoke is the only way to fully protect our residences from secondhand smoke exposure. A warning letter will be issued on the first offence and the maximum fine amount thereafter. In addition, legal action can be taken at any time by the Complainant to secure a Judgement against the smoker and or vaper to enforce the Utah Indoor Clean Air Act within 25 feet of the buildings.

### **2. UNIT OWNER'S RESPONSIBILITIES (CC&Rs: pages 27-35; 9.1-19)**

#### **A. Noise**

Excessive noise is not allowed. When playing music, watching T.V, or entertaining both inside and outside the home, please be considerate of your neighbors. Quiet hours for the community are from 10:00p.m. to 8:00 a.m. All construction and sound equipment must not be loud enough to disturb others.

## **B. Storage Units and Garages**

Management is not liable for loss or damage to articles stored inside storage units, garages, or left in common areas. It's recommended you lock your individual storage unit. Restrictions are as follows:

- No item may be stored which will increase the insurance liability of the Association.
- No gasoline or similarly volatile or flammable materials may be stored.
- No appliances can be used in this area. The electrical system is not designed for heavy use.

## **C. Trash**

All residents must pick up after use of any common area in the community. Please don't throw anything out from inside the house or deck. **Please bag all trash.** Boxes must be compressed, and all trash must be placed inside the trash receptacle.

## **D. Safety**

No owner, tenant, family member, or guests of any owner is allowed on the roofs of the units, or on the walls, or fences at any time.

Do not ride bikes through the cars.

## **E. Plumbing**

Because the homes share common plumbing lines, caution should be exercised in, and liability accepted for items flushed down the drains. Wipes, feminine products, and paper towels are not to be flushed down the drains.

## **F. Home Maintenance**

Each homeowner is responsible to maintain the interior of their condo (including all appliances, fixtures, etc.) in such a manner that will not increase the association insurance liability, or cause harm or damage to persons or property.

## **G. Fire Safety & Environmental Concerns**

No owner, tenant, family member, or guest is permitted to use in their unit, storage unit, or garage any items which would be in violation of any public law, ordinance, or regulation. This includes:

- Fireworks of **any** type, or drug manufacturing equipment
- Flammable oils, fluids, such as gasoline, kerosene, or other explosives
- Articles deemed hazardous waste or toxic substances.

Do not throw the above items in dumpsters or store them in your unit.

## **H. Structural Changes to Individual Units**

No structural changes to the inside of any unit are allowed without prior written consent from the Management Committee. Most of the plumbing and electrical systems are shared. Before any construction alteration begins, all contractors, or persons involved, needs prior written consent from the Management Committee.

## **I. Visible Additions to the Home**

Part of the financial appreciation of the Condominium communities is due to rigid standards of uniformity. These standards forbid:

- Any exterior additions that were not part of the original design of the Condominiums. This includes: 1) Shades, 2) Reflective window coatings, 3) **For Sale** signs, 4) Awnings, 5) Window guards, 6) Aerials, 7) Nameplates, 8) Special painting, etc.
- Hanging sun blinds must be professionally installed, and color must match.

Exceptions may be made by submitting in writing to the Management Committee for their consideration.

#### **J. Special Planting**

The upkeep and appearance of the landscape is a major expense. Before planting any flowers, trees, shrubs, or special plants around your unit, you must first obtain permission from the Management Committee.

#### **K. Move-in / Move-out**

Homeowners must be present to meet the movers and to open their units. Management is not allowed to open homes for professional movers.

All damage to the community caused by moving any article will be the liability of the homeowner.

#### **L. Lease Agreements**

Units may not be used as time-share condominiums. Lease agreements need to be a minimum of 30 days.

To ensure compliance with the Unit Owners Responsibilities, the Violation Fee Schedule will be followed as outlined. Please report any damages noticed to the Management Committee as soon as possible.

### **3. DOG, CAT, & OTHER HOUSEHOLD PET RULES (CC&Rs: page 31; 9.12)**

- A.** One (1) dog, two (2) cats, or (1) of each are permitted as pets. Only two (2) pets total are allowed. All other pets must be approved by the Management Committee prior to housing the pet. The Management Committee reserves the right to disallow any pet.
- B.** All pets must always be leashed when outside of the units.
- C.** Each pet owner must pick up the droppings of their pet(s) immediately **and** dispose of them properly.
- D.** Pet owners will not permit pets to bark or make other noises that may disturb other residents.
- E.** Pets will not be allowed to be left unattended on decks/balconies.
- F.** Pets are not to be tied to porches, trees, or shrubs.
- G.** Pet houses are not allowed on balconies/decks on either a temporary or permanent basis.
- H.** Pet owners are fully responsible for personal injuries and/or damage caused by their pets.

To ensure compliance with the Pet Rules, the Violation Fee Schedule will be followed as outlined. When management time is involved in the removal of unauthorized pets, the unit owner will be responsible for additional fee for their time.

#### 4. BALCONY & DECK RULES (CC&Rs page 8; 3.3)

- A. Balconies and/or decks are **not** to be used as storage areas for boxes, bikes, non-patio furniture, etc.
- B. Balconies and/or decks are **not** to be used to house pets or supplies such as bird cages, dog/cat houses, pens of any type, etc.
- C. For safety and insurance purposes, only gas barbeques are allowed on balconies and decks. Charcoal barbeques are **not** permitted.

Only patio and outdoor furniture are allowed on balconies and decks. To ensure compliance with the Balcony and Deck Rules, the Violation Fee Schedule will be followed as outlined.

#### 5. COMMON AREAS RULES (CC&Rs page 9; 3.4)

- A. All functions must end including time for cleanup to be completed by 10:00 p.m.
- B. Personal items are not to be left in pedestrian walkways. They are **not** play areas. Pedestrians have the right of way.

All common areas must be cleaned completely after use. This means sweeping, garbage removal, taking account of anything that might have been broken and general overall cleanup. Each homeowner is personally responsible for repairs to damages made by a family member, tenants, guests, or pets. To ensure compliance with the Common Areas Rules, the Violation Fee Schedule will be followed as outlined.

#### 6. PARKING & SPEED LIMIT RULES (CC&Rs: page 8; 3.2 and page 28; 9.4)

To provide adequate access to all the units and common areas, each owner has one (1) reserved covered parking place and/or garage as per agreement, and one (1) first come-first serve uncovered parking space. The Management Committee reserves the right to say how many spots per unit are permitted.

- A. The speed limit for all parking areas is 5 mph.
- B. Park your vehicles between painted lines. Vehicles may not take up more than **one** (1) parking space. Do not overlap into the space next to yours.
- C. Unit owners, residents, and/or their invited guests who park any vehicle in any unauthorized space will have that vehicle towed away at the owner's expense after only **one** (1) warning has been given.
- D. All vehicles of any kind while parked in the common areas must have current license plates and be in operating condition. Vehicles parked in violation of such regulation will be towed away **at owner's expense**, after receiving one (1) written notice of the parking violation.
- E. Use of common areas for repair and service work is strictly prohibited.
- F. No motor vehicles, including motorcycles, motorbikes, etc. will be operated, driven, or parked on sidewalks, or on any other common area not designed for such use.
- G. No recreational vehicle, camper, motor vehicle, etc. shall be inhabited while parked in the common area.

H. Recreational vehicles, including boats, trailers, moving vans, etc. may be parked in the uncovered lots for loading and unloading for a period not to exceed 24 hours. If an extended period is needed, you must have prior permission from the Management Committee. There is limited space available in the southwest corner of the south parking lot.

I. Washing vehicles on community property is prohibited. Please use the local car wash.

## **7. VIOLATION PROCEDURE (CC&Rs: page 52- 15.1)**

To ensure compliance with all these General Rules, the Violation Fee Schedule will be followed by the Management Committee.

All complaints must be in writing and signed by the complainant(s) to be legally enforced. The Management Committee will then act upon all written complaints when received.

The homeowner may appeal any complaint or fine by submitting in writing a request for a hearing on the matter to the Management Committee within five (5) days of the receiving the written notice of fine.

## **8. MONTHLY HOA FEES and SPECIAL ASSESSMENTS (CC&Rs: page 18-22; 6)**

All assessment fees are due on the first day of each month. No separate notices of the monthly assessments are sent. Payments received or postmarked after the tenth (10<sup>th</sup>) day of the month are assessed a late fee. If the assessment payment, and late fee are not received thirty (30) days after the due date the account becomes delinquent. An annual interest rate of eighteen (18%) is added to any delinquent amount over 30 days. Accounts sixty (60) days delinquent are subject to property lien and assigned for collection with associated fees added to the account balance.

Payments are allocated first to interest, then late fee, then collection/misc. fee, then special assessment, with the remaining payment amount to go to monthly HOA fee. The Association may also take any other actions necessary for the collection of delinquent assessments with associated cost added to the homeowners account, as outlined by the by-laws.

All community fees, plus any individual assessment, or damage reimbursements are due and payable to:

### **Cottonwoods at Vine Condominiums**

The Management Committee reserves the right to restrict the use of common area and amenities to only those homeowners, their tenants, and invited guests, who are current in payment, and are following the established CC&Rs, Bylaws and General Rules.

## **9. CLUBHOUSE RENTAL**

The Clubhouse is available to all homeowners and tenants for a fee based upon the number of invited guests. Please see the community website to review the Clubhouse Rental Agreement and Fee Schedule. To make a reservation call 801-523-9740.

The above rules and regulations may be revise, or additional rules added at any time by the Cottonwoods at Vine Homeowners Association, Management Committee.

## SWIMMING POOL RULES AND REGULATIONS

The rules and regulations, which are listed below, are for the protection and benefit of all. They assure everyone's enjoyment and a sanitary operation of the pool and facilities. Failure to comply with these rules will be considered a violation of the rules and will result in a violation fine. See Violation Fee Schedule for details.

1. All persons using the pool or pool area do so at their own risk and sole responsibility. The Homeowners Association, Management Committee do not assume any responsibility for any accidents, injury, loss of life, limb, or property in connection with such use.
2. Residents are permitted free of charge and in consideration of the use of the pool as an added facility, agree to make no claim against The Cottonwoods at Vine Homeowners Association, Management Committee, or Association Manager.
3. Greaseless type suntan oil must be used, instead of oil type.
4. If there is sufficient room in the pool area 2 guest may be allowed. If it's crowded, the HOA may ask guest to leave. Resident host must be present when guests are swimming. All children under 14 years of age must be always accompanied by an adult of at least 18 years of age while in the pool area.
5. Depending on weather conditions, to be determined by the Management Committee, the pool will be open from 9:00 a.m. to 10:00 p.m. In addition, the pool may be closed at any time due to either breakdown of facilities or any other operational difficulty and/or at the discretion of the Management Committee.
6. Swim diapers are required for diapered babies before entering the pool.
7. Residents will be responsible for all actions of their guests and cost of any property damage will be charged to the homeowner.
8. The Management Committee will not be responsible for loss or damage to any personal property.
9. No wheeled apparatus is permitted in the pool area at any time, except for infant strollers and wheelchairs.
10. No running, wrestling, ball playing or causing undue disturbance in and around the pool area.
11. Pets are not permitted in the pool area.
12. Admission shall be refused to anyone with skin abrasions, colds, coughs, inflamed eye infections, or wearing bandages.
13. Spitting or blowing of nose in the pool area is prohibited.
14. Food is **not** allowed, and beverages **must** be in a **non-breakable** container. **No glass is permitted.** Consumption of alcohol is forbidden in pool area.
15. No abusive language will be tolerated.
16. Dressing must be done in condominium. Footwear must be worn to and from the condominiums and pool area. Pool users must shower before entering the pool.
17. Swimsuits and only swimsuits **must** be worn in the swimming pool.
18. No smoking or open flames allowed in the pool area.
19. All trash must be taken with you when leaving the pool area. Please help keep our pool clean.
20. The pool area gate must be closed and always locked.
21. The lifesaver ring located in the pool is for emergency purposes only. Please do not use it for a flotation toy.
22. All persons use the facility at his/her own risk, and in conformance with all rules and regulations. Any person may be barred from the pool or pool area at the discretion of the Management Committee for the violation of rules, or for any other reason which constitutes a hazard to others, or to the management.