

THE BOULEVARD CONDOMINIUM OWNER'S ASSOCIATION

RULES & REGULATIONS

The Board of Trustees ("Board") for The Boulevard Condominium Owner's Association ("Association") hereby adopts the following Rules and Regulations for the benefit of the Association, the Unit Owners ("Owners"), and all guests, tenants, and invitees (collectively referred to herein as "Guests"):

The major objectives of the Rules and Regulations are to:

- Supplement the Declaration by providing detailed governing instructions regarding the operation of the Association.
- Achieve a high degree of consistency and fairness regarding the administration of Association affairs.
- Promote openness on the part of the Board by documenting those processes and the administrative procedures related to Association business.

I. Assessments and Collection

1. Regular Assessments are due and payable on the first day of each month. Other assessments are due and payable as provided on the notice for such assessment. Assessments are delinquent if not received by the tenth (10th) day after they were first due. Delinquent assessments are subject to a late fee charge of \$25 each month until all assessments, including interest, late fees, costs, and attorneys' fees, if any, are paid in full.

2. In addition to the late fee penalty, delinquent assessments are subject to interest at the rate of 18% per annum as provided in Section 7.2 of the Declaration.

3. Assessments remaining unpaid 90 days after they were first due may be turned over to the Association's legal counsel for collection. All costs and attorney fees associated with the collection of any delinquent assessment shall be paid by the delinquent Owner.

II. Parking

1. The Association requires strict compliance with all parking rules and regulations. Violations are subject to (1) immediate towing without further warning,

except as required by paragraph number 5 below; (2) fines as detailed below; and/or (3) citations from the Orem Police Department.

2. Only visitors, owners and renters may use the Common Area uncovered visitor parking stalls.

3. Vehicles shall not be parked on the grass, extend over curbing, or extend onto the sidewalk.

4. Vehicle parking shall be in conformity with all applicable parking laws and ordinances.

5. Vehicles that are inoperable, unregistered, or in extreme disrepair as reasonably determined by the Board shall not be abandoned or remain parked in any location anywhere within the Project. If an Owner or Guest fails to remove an offending vehicle within five (5) calendar days following the date notice of the violation is provided by the Association to the vehicle's owner, the Association may cause the vehicle to be towed or otherwise removed from the premises and will assess the expense of such removal to the respective Owner.

6. The Board may contract with a towing business to remove any vehicle in violation of these Rules and Regulations. Such towing business shall be certified and licensed pursuant to all relevant state and local laws and regulations.

7. The costs of towing and impoundment shall be the personal obligation of the vehicle owner or possessor of the vehicle. If the vehicle owner or possessor of the vehicle is a Guest of an Owner, such costs shall also be the personal obligation of such Owner. If the Owner does not reimburse the costs of towing and impoundment and any other parking fines imposed by the Association for violation of the parking rules upon demand by the Association, then such costs shall be an assessment lien against the Owner's Unit.

III. Exterior Maintenance

1. Owners shall maintain their Unit and Limited Common Areas in a clean and tidy state of appearance and preservation.

2. Owners shall keep their front door area free from clutter and unnatural debris. This includes the area under the stairs and the common walkway

- i. The term "clutter" includes, but is not limited to, toys, bikes, tools, towels, equipment, etc.

3. Owners shall keep their limited common areas (i.e. patios, balconies, etc.) free from clutter. The Board can require the removal of any item it deems to be a hazard or nuisance.

4. No signs or stickers shall be erected or maintained upon any Unit, except for: (1) one (1) "For Sale" or "For Rent" sign no larger than 9 square feet that may only be placed in the front window of a Unit; (2) signs required by legal proceedings; (3) temporary signs (less than 48 hours) (like "Welcome Home" or "It's a Boy"); and (4) home alarm signs up to 18" x 18", which may be affixed to a front window or staked into the ground as close to the front door as possible.

5. Owners shall not allow furniture, car batteries, hot ashes or live coals, mattresses, appliances, paint cans, tires, oil cans, Christmas trees, and other uncollectible items to be deposited in the community dumpsters. Owners shall break down any cardboard boxes prior to depositing them into the dumpsters. Owners shall also ensure that all garbage and other refuse items are placed inside the dumpsters. Owners shall not allow garbage to remain on balconies or doorsteps.

6. No decorative lights in yards, except as specifically allowed below or by the Board.

7. Exterior décor is prohibited. Holiday décor is allowed in windows, on balconies and patios, and on front doors -- up to thirty (30) days before a holiday and for up to ten (10) days following the holiday. Any exterior décor deemed a hazard or nuisance by the Board shall be removed by the Owner immediately upon receiving notice requesting the removal.

8. Up to one (1) exterior antenna or satellite dish of any type may be installed or maintained for any Unit so long that it is placed on the back of the roof in an area not visible from the front of the Unit. Any Owner with an existing antenna or satellite dish, or any Owner who installs an antenna or satellite dish will be responsible for any damage to Common Area caused by the antennae or satellite dish and/or installation.

I All exterior antennas and satellite dishes shall be installed and removed professionally. It is the homeowner's responsibility to remove to their exterior install by a professional after selling their Unit.

9. Owners shall receive written authorization from the Board or Design Committee before doing any work that would in any way change the exterior appearance of a Unit, including the installation or removal of antennae or satellite dishes.

10. Landscaped Common Areas may not be modified in any fashion by an Owner, without having first received written approval from the Board. This includes, but is no limited to, the trimming and pruning of trees and bushes and planting or removing flowers.

IV. Pets

1. No pet weighing more than twenty pounds (20 lbs.) shall be allowed within the Association.

2. Owners are solely responsible (including financially for any damages or injury) for the behavior of their pets and shall ensure that any pet does not interfere with and create any nuisance to the community or its residents.

- i. "Nuisance," as used in this section, includes, but is not limited to: personal injury or property damage, barking that is offensive to adjoining Units that is not immediately stopped, an animal that exhibits aggressive or vicious behavior, or animals that are conspicuously unclean or parasite infested.

3. Owners of pets shall immediately pick-up and properly dispose of any animal fecal waste.

4. There shall be no more than one (1) pet per Unit. Any Owner who has received prior written permission from the Board for a pet exception to have more than one (1) pet at the time this Rule is adopted shall be allowed to keep those additional pets, but no new exceptions will be given. If Owner who received permission moves, the permission is void and is non-transferrable.

5. Pets shall be confined to a leash at all times when outside of the Unit. Pets shall not be chained or tied to or left to remain on balconies or patios, or left outside unattended at any time.

6. Owners of pets shall comply with all local governmental laws, ordinances, rules, and regulations with regard to pets.

7. Owners shall indemnify the Board, the Association, and the Association's Manager and hold them harmless against any loss or liability of any kind arising from a pet.

8. The Board may, but is not obligated to, remove any pet from the community that continues to violate any of these rules and regulations.

V. Noise

1. All residents have the right to the quiet use and enjoyment of their residences.

2. Noise shall be kept to a bare minimum between the hours of 10:00p.m. and 8:00a.m. If noise within a Unit can be heard from outside of that Unit, it is a violation of the regulations.

VI. Rentals

1. Owners shall provide the Board with the names, phone numbers, and email addresses of each adult tenant residing in their Unit within thirty (30) days of tenant occupancy.

2. Owner violations of the thirty (30) day Minimum Occupancy Term contained in Section 12.12 of the Declaration, and any other rental restriction in the Declaration shall result in an initial fine of \$250 and an additional fine in the amount of \$100 every 10 days thereafter.

3. In any lease or rental agreement, Owners shall include a provision that requires their tenants to abide by the Association's Declaration, and Rules and Regulations.

4. Owners are responsible for the behavior, actions, and violations of their tenants. Owners and tenants shall be jointly and severally liable for any fines imposed by the Association.

VII. Miscellaneous Rules

1. Each Owner shall provide the Board with any and all telephone numbers and email addresses at which he or she may be reached, within fifteen (15) days of a written request from the Association Board. This information will be used for Association purposes only, not for any commercial purpose.

2. All other provisions of the Declaration or Bylaws, or any amendments thereto, shall be complied with.

Rules Enforcement Process

1. **Complaint.** A resident may file a written complaint with the Board or Association manager regarding a violation of the Declaration, Bylaws, or Rules and

Regulations by another Owner or Guest. The written complaint must be mailed or emailed with proof of evidence (picture or video) attached.

2. Investigation. After receiving a complaint, the Board or Association manager may investigate the complaint and determine if it is valid. If the Board or Association manager witnesses a violation they may proceed to #3 below.

3. Violation and Notice. If the Board believes that a violation has occurred or is continuing to occur, the Board shall follow the procedures as outlined in the subsequent fine resolution.

4. Fines. The Board may impose fines if the violation is repeated anytime within a one (1) year period of time or if the violation is not cured or ceased within the time specified in the notice described in paragraph 3. For continuing violations remaining uncured, fines may continue to be levied as provided herein or as directed in the notice from the Association, but no more frequently than every 10 days.

Repeat Violations

As provided above, the Board may impose fines if the violation is repeated anytime within the next one-year period of time. Owners who repeat any violation during this time period are not entitled to an additional hearing, regardless of whether or not the Owner participated in a hearing as a result of the first violation. For such repeat violations, the Board may automatically begin fines as outlined above.

Continuous Violations

As provided above, for continuing violations remaining uncured at the deadline provided in the notice or as provided herein, fines may continue to be levied as directed in the notice or as provided herein, but no more frequently than every 10 days.

Other Legal Remedies

1. Board Actions. In addition to levying fines, action by the Board may include, but need not be limited to:
 - i. Seeking injunctive or declaratory relief action against any alleged offending Owner, Guest, or other occupant of the Owner's property; and/or
 - ii. Taking immediate legal action, as the Board finds reasonably necessary, to stop conduct which it determines is in violation of the Declaration, Bylaws, Rules and Regulations or applicable state or federal law.

Owner Responsibility for Tenants, Guests, Invitees, etc.

Owners shall be responsible for the conduct of and the violations of any renter, tenant, invitee, guest, or family member who violates any portion of the Declaration, Bylaws, or these Rules and Regulations, including but not limited to, paying all fines or costs imposed by the Association as a result of the renter, tenant, invitee, guest, or family member's actions or behavior. All renters and tenants are jointly and severally liable for violations and resulting fines or costs.

BE IT FURTHER RESOLVED that:

1. The foregoing Rules and Regulations are adopted by the Board of Trustees.
2. A copy of these Rules and Regulations will be sent to each Owner at the address shown in the records of the Association.
3. Each Owner and/or occupant of a Unit shall be responsible for notifying any household member, renter, guest, or other visitor of the restrictions, limitations, and prohibitions contained above.

Date: 4-MARCH-2019

ATTEST:

C Conley
Board of Trustees
The Boulevard Condominium Owner's Association

Holly Greenhurst
Board of Trustees
The Boulevard Condominium Owner's Association

Laurie A Frank
Board of Trustees
The Boulevard Condominium Owner's Association

THE BOULEVARD CONDOMINIUMS

FINE RESOLUTION

This resolution is made on the date set forth below by the Management Committee for the **THE BOULEVARD CONDOMINIUMS**, a Utah non-profit corporation.

RECITALS

A. Certain real property in Utah County, Utah, known as **THE BOULEVARD CONDOMINIUMS**, was subjected to certain covenants, conditions, and restrictions pursuant to a Declaration of Condominium (the "Declaration");

B. Pursuant to Utah Code Ann. § 57-8A-208, the Association is authorized to levy fines as a means of enforcing the provisions of the Declaration, rules and regulations, and Bylaws of the Association;

C. The Management Committee desires to set forth a schedule of fines, procedures for fining, and procedures for hearings to ensure that the fining process complies with Utah law and is fair to all parties involved;

D. This Resolution was properly adopted by the necessary vote of the Management Committee in compliance with the provisions of the Bylaws of **THE BOULEVARD CONDOMINIUMS**

NOW BE IT RESOLVED:

1. That the following schedule of fines be adopted:

a. List of Violations: Any violation of the Declaration, Rules and Regulations, and Bylaws shall be subject to a fine.

b. Schedule of Fines:

(i) 1st violation: WRITTEN WARNING;

(ii) 2nd violation or failure to cure after 1st violation: \$50.00;

(iii) 3rd violation or failure to cure after 2nd violation: \$100.00;

(iv) 4th violation or failure to cure after 3rd violation: \$150.00;

(v) 5th violation and all other subsequent violations or failure to cure after 4th violation or subsequent violations: additional fines or legal action.

Enforcement remedies are cumulative; accordingly, the Management Committee reserves its right to pursue any enforcement action authorized by law of the Declaration at any time during the fining process.

2. That all following procedures will be followed prior to levying a fine:

a. Notice of Violation: All owners will be given a written notice of violation describing the violation and stating a time to cure the violation prior to a fine being levied.

b. Time to Cure: All owners will be given a minimum of forty-eight (48) hours to cure a violation before a fine will be levied. The Committee in its discretion may grant a cure period exceeding forty-eight (48) hours if the Committee determines that forty-eight (48) hours is an unreasonable time period to cure the violation in question.

c. Hearing: If a fine is levied, the offending Owner shall have the right to request an informal hearing with the Management Committee to protest or dispute the fine. A request for hearing must be made in writing within thirty (30) days from the date the fine is levied. Notice shall be deemed to have been received three (3) days after mailing via USPS first-class mail, postage prepaid. If a request for hearing is not received by the Management Committee, or their designated agent, within thirty-three (33) days from the date the fine is levied, the fine shall be deemed to be uncontested and the Owner forfeits their right to hearing. A request for hearing shall be delivered to Evolution Community Management - POB 1934, Orem, UT 84059. The hearing shall be conducted in accordance with the procedures adopted by the Management Committee. An Owner may also contest the fine by initiating a civil action within one hundred eighty (180) days after the expiration of the thirty (30) day period.

d. Collection of Fines: Pursuant to Utah Code Ann. § 57-8A-208, fines shall be collected in the same manner as past due assessments. However, interest and late fees shall not accrue on fines until one hundred eighty (180) days after the time for hearing has passed, or, if a hearing is conducted, after a final decision has been rendered.

3. That the following procedures shall govern an informal hearing of the Management Committee:

a. Scheduling a Hearing/Continuances/Failure to Appear: The hearing shall, within reason, be conducted at the next regularly scheduled Committee meeting. The Committee shall give notice of the date, time, and location of the hearing to the requesting Owner. Notice of the hearing shall be delivered to the requesting Owner by USPS first-class mail, postage prepaid, Email, or by hand delivery. No other Owners or parties shall be entitled to notice of the hearing. If the hearing date is unacceptable to the requesting Owner, they shall be entitled to one (1) continuance of the hearing date. To receive a continuance, the requesting Owner shall deliver a written request for continuance to the Association. The request must be received by the Association prior to the original hearing date. The continued hearing shall, within reason, take place at the second Committee meeting after the receipt of the original request for hearing. Failure by a requesting Owner to appear at a hearing or continued hearing shall result in a waiver of the requesting Owner's right to hearing and the fine shall be deemed uncontested.

b. Hearing Procedures/Decision: The hearing shall be conducted by a minimum of three (3) Committee members. The requesting Owner shall be given fifteen (15) minutes to dispute the fine. The requesting Owner may present documentation or witnesses to dispute the fine. The Committee

may question the requesting Owner or witnesses during the hearing. After hearing the requesting Owner's position and evidence, the Committee may either render its decision at the hearing or take the evidence and argument under advisement. If the Committee takes the evidence under advisement, they shall render a final decision within seven (7) days of the hearing. Once a decision is rendered, the Committee shall give written notice of their decision to the requesting owner. As part of the decision, the Committee shall state that payment of the fine is due within one hundred eighty (180) days or interest and late fees will accrue. Decisions of the Committee may be appealed by filing a civil action within one hundred eight (180) days.