

# *Inverness Square Homeowner's Association*

February 12, 2010

To All Homeowners:

The Board has appreciated the opportunity to serve the Association over the last year and has worked diligently to adopt a set of Rules and Regulations that have been tried and tested in other similar settings and communities. The mandate and charge they were given at the 2009 annual meeting was to adopt a set of Rules and Regulations that would be user friendly and address pertinent concerns of the residents, including **parking, pets and garbage**.

The following **Rules and Regulations** are established for Inverness Square Homeowners Association for the benefit of the property Owners and for the protection of their property and property values. The rules and regulations governing the use of the common areas and the personal conduct of the property owners, tenants, and their guests, including penalties for violating the rules, are established by the Board of Directors as provided for in Article VII, Section 1(a) of the Inverness Square Homeowners Association By-Laws (By-Laws) and Article VI, 6.7 of the Declaration of Covenants, Conditions and Restrictions (CC&R's) and Reservation of Easement (Declaration).

The enclosed set of Rules and Regulations were adopted by the Board of Directors on **November 29, 2009** and become effective and enforceable on **March 1, 2010**. Any and all conditions stipulated within all the project documents, including; CC&R's, By-Laws, Articles of Incorporation, any recorded Amendments and the attached Rules and Regulation are binding on all Unit Owners, residents, tenants and visitors. It is the Unit Owners ultimate responsibility to insure that they, their family members, tenants, and visitors comply with all the conditions and rules of the Association. If due to the violation of the Rules, it becomes necessary to enforce the same, the Unit Owners will be responsible for the enforcement and payment of any fines and/or associated penalties for themselves and/or tenants and visitors. Please take time to become familiar with the provisions set forth in all the Rules and Regulations. The Parking Rules require your immediate review, and attention, as the conditions contained in the parking rules require the registration of your **TWO RESIDENT VEHICLES** and conformity to the parking regulations for your Visitors. These rules are more specifically outlined on page 4 and 5 under the heading of **Driving and Vehicles and Parking**.

Please note the two Parking Registration forms enclosed. The parking permit number is the same as the numbered tags that are enclosed with your forms. Your assigned spaces have also been filled in on the form. You must completely fill out the Registration form, keep part 1 in your vehicle and return part 2 (yellow) for our records, ***by no later than February 28, 2010***. Part 2 and Part 3 of the Parking Registration form and all the information contained thereon will be held secure and confidential in the Management office for future cross reference and tracking.

***Starting on March 1, 2010, the Management Company in cooperation with the Board and the Towing Company, retained to impound violating vehicles will begin to strictly enforce the Rules and procedures for parking within Inverness Square.***

Thank you for your support and conforming to the Project Documents and Rules. We live in close proximity and by living in accordance to the Community guidelines, we are all benefited and it makes coming home to our beautiful homes more inviting and pleasant.

**Inverness Square**

*Board of Directors*

# ***General Rules, Regulations, Guidelines and Information for Inverness Square Home Owners Association.***

## **INTRODUCTION**

The following rules and regulations are established for Inverness Square Homeowners Association for the benefit of the property owners and for the protection of their property and property values. The rules and regulations governing the use of the common areas and the personal conduct of the property owners, tenants, and their guests, including penalties for violating the rules, are established by the Board of Directors as provided for in Article VII, Section 1(a) of the Inverness Square Homeowners Association By-Laws (By-Laws) and Article VI, 6.7 of the Declaration of Covenants, Conditions and Restrictions (CC&R's) and Reservation of Easement (Declaration).

The Board of Directors began with a set of rules that have proven to be workable and necessary at other similar associations. If there are suggestions that will improve these rules, please bring them (or it) to the attention of the Directors, with recommended changes, for consideration by the Board of Directors. (see Article VI 6.5 of CC&R's.

Property owners, including absentee owners, are responsible for compliance with the rules and regulations, including compliance by the property owner, tenants/ renters, and guests/visitors. Residents are encouraged to assist in the protection of the property and property values by becoming familiar with Inverness Square Homeowners Association Rules and Regulations by encouraging compliance by all residents and guests.

Penalties for violation of Inverness Square Homeowners Association Rules and Regulations have been established by the Board of Directors as provided for in the By-Laws. Property owners are also responsible for payment of any fines assessed levied against Owners their tenants, guests and/or visitors.

Inverness Square Homeowners Association is a community of neighbors and friends. We want it to continue as such.

## **GENERAL ITEMS**

1. Garbage is picked up twice a week. Common collection garbage containers are located at five (5) areas within the common area. (See Article II 2.21 of the CC&R's) No garbage, furniture or any other item is to be left outside the dumpster, or in the enclosures. Signs are posted and fines are enforced. It is the responsibility of residents to dispose of items not allowed in the dumpster.
2. No building, fence, wall, deck, patio cover, or other structure shall be commenced, painted, erected, or maintained upon the property, nor shall any exterior addition to or change or alteration therein be made without the approval of the Architectural and Landscape Committee. Damage to, removal of, or modification of property owned or under the jurisdiction of the Association is prohibited. The property owner will be charged for repair of any damage to, removal of, or modification of property by the property owner, tenants, or guests, when done without the approval of the Architectural and Landscape Committee, whether accidental or intentional. Repairs will be made to the satisfaction of the Association and within the time frame specified by the Association. (See Article II 2.2, 2.7 of the CC&R's.)
3. Climbing on roofs is prohibited. If you need access to your roof, contact the property management company.
4. Climbing or destruction of fences, walls and gates is prohibited.
5. Any activity in violation of any government law, statute, and/or ordinance is prohibited.
6. Any activity by any owner, resident, renter, or guest that may be or become an unreasonable annoyance or nuisance to any other owner resident is prohibited. (See Article II 2.14, Article VI, 6.3 of the CC&R's.)

7. Toys, bikes and motor scooters, should not be left in common areas, around the front of homes, or in locations where they could pose a safety hazard or block passage.
8. Garage and yard sales are prohibited unless organized for and available to the entire Inverness Square community and approved prior to; by the Association Officers and Directors.
9. Residents are requested to use "good judgment" when playing stereos, CD players, tape players, radios, musical instruments, running cars, appliances, etc., or entertaining outside and inside the home at all times. Subject to the Noise Ordinance from the City of Murray between the hours of 10:00 P.M. to 6:00AM. (See Article II 2.23 of the CC&R's. and Article II 2.14 of the CC&R's)
10. Blinds, draperies, or other window coverings or treatments with respect to dwelling unit front windows which face any road, whether public or private, should be conservative in style and neutral in color or otherwise approved by the Architectural and Landscape Committee. (See Article II 2.13 of the CC&R's.)
11. The Fiber optic, T.V. Set top box and remote control belongs to the unit and must remain with the unit. (Not including any additional that owners or tenants Rent for their personal use or the affixed hardware in the utility rooms in all units).
12. All units need to turn in their postal keys to the U.S. Postal Service upon moving from the property. For future tenants/ owners to make arrangements for their delivery of mail.

### **COMMON AND OTHER ASSESSMENTS**

1. The Common or monthly assessment is used to pay Association costs, on behalf of all property owners. Following are the items that are paid for by this monthly fee but not limited too: (1) Common Area fire and liability insurance; (2) operation and maintenance of security gates; (3) property management; (4) fiber optic/cable television and internet service; (5) water at recreation center; (6) water for irrigation use; (7) common area electricity; (8) street and common sidewalk maintenance; (9) yard maintenance; (10) repairs and maintenance of common areas; (11) street, driveway & walkway snow removal; (12) signs, fences, and fido stations and bags (13) weekly garbage service; (14) sprinkling system maintenance; (15) misc. office supplies; (16) reserve account; etc. (See Article VIII 8.2 of the CC&R's). For a definition of landscape maintenance items covered by the Association. (See Article VI 6.4 of the CC&R's.)
2. Special Assessments, Reconstruction Assessments, and Capital Improvement Assessments may be levied to finance unplanned repairs or modifications that are required to maintain the property and protect property values as provided by Article VIII, 8.4 of the CC&R's.
3. The Common or monthly assessment is due on the first of each month and is past due after 10 days. Any installment of a Common Assessment, Capital Improvement Assessment, Special Assessment, or Reconstruction Assessment not paid within 30 days after the due date shall bear interest from the due date of such installment at the rate of 12% per annum, the property owner will be required to pay a late charge, and may be subject to further actions as described in Article VIII 8.9 of the Declaration. If any property owner is experiencing financial hardship, contact the property management company to make arrangements for payment and possible avoidance of the late charge and other remedies. All such arrangements must be made in advance, (to avoid possible liens) approved by the Board of Directors. (See Article VIII 8.9 of the CC&R's.)
4. Any Owner that is delinquent on their common assessment for 30 days or longer is subject to having cable TV and Internet connection suspended during time of delinquency and pay a premium to be determined to have the signal resumed.

**INSURANCE** (See Article IX of the CC&R's)

1. The Association purchases fire and casualty insurance for all common areas on behalf of all unit owners. The Association does not provide insurance for the contents or structure of the dwellings. Each unit resident must purchase their own structure, liability and contents insurance Policy."
2. One a year all residents will be required to submit proof of active full coverage Hazard Insurance protecting against fire and liability. If failure to submit this evidence of insurance will result in a monthly fine until proof of active insurance is provided. Once proof is provided to the association and if the coverage is from the date of request fines will be removed. Otherwise fines must be paid.
3. The property management company maintains records of all insurance coverage carried by the Association. The property management company will assist the Association in the preparation of any claim. The Association Board Members and the property management company are to be notified of any event that may lead to an insurance claim.

**REPAIR AND MAINTENANCE** (See Article VI 6.4 of the CC&R's.)

1. The Association is responsible for maintenance of the following:
  - The common areas and the recreation facility, if any.
  - Community perimeter fences.
  - Outside street lighting including light bulbs and light sensor.
  - Lawns, trees, and bushes in common areas and watering systems.
  - Weeding of all common areas.
  - Replacement and maintenance of paved surfaces in the common areas.
  - Snow removal from roads, front and common sidewalks, and streets when snowfall is 2" or more.
2. The Association may determine with approval of the Board of Directors to take responsibility for repair or replacement of certain outside items. If this is done, the Association will properly budget for these items in advance and /or approval of a special assessment.
3. The property owner is responsible for maintenance of the following:
  - The structure of the property owner's dwelling unit and all exterior and interior portions of the dwelling unit. Owner's front of property units starts from Sidewalk to the Foundation of their property including all areas of vegetation, and for end units from Sidewalk or curb to foundation. (See Article II 2.6 of the CC&R's.)
  - Windows and window screens.
  - Central Air conditioners and any rear unit's upper window swamp coolers.
  - Any privately owned property/item of residents, family members, tenants/ renters, or guests.
  - Any other item external to the unit installed by the unit owner, which must be approved in advance of installation by the Board of Directors.
  - Painting of any exterior door frames, decks, stucco, porch, or railings with approval of the Board of Directors. All projects must match existing exterior colors previously approved by the Association. Optional planting and upkeep of supplemental flowers, supplemental bushes, and vegetables (back of unit only, for vegetable plants are approved) in the tenant / residence landscape area.
  - Any other exterior improvements upon prior approval from the Board of Directors must be maintained by the property owner. Front porch, steps, cement, stucco, and railing.
  - Sprinkler system if it has been modified by or at the request of the property owner.

## DRIVING AND VEHICLES

1. Driving or parking motor-powered vehicles, including mini-bikes, scooters, motorcycles, go-carts, cars, etc, on sidewalks or landscaped areas is prohibited. All drivers of motorized vehicles must have a valid driver's license.
2. Driving at speeds in excess of 10 mph is prohibited.
3. Driving recklessly is prohibited.
4. Draining of car fluids on common area property, within the community, including carports is not allowed. Do not dump vehicle fluids in the storm drains. If antifreeze is spilled, it should be immediately cleaned up. Any hazardous waste must be disposed of according to State hazardous chemical requirements.
5. Repair and Maintenance of motor vehicles shall not be allowed except in emergencies. (See Article II 2.16 of the CC&R's.)
6. Car painting on the property is prohibited.

## PARKING

1. No parking of any vehicle shall be permitted on the Common Area, including in front of any dumpster, or on any Lot, except in an assigned stall(s). (See Article II 2.16 of the CC&R's.) Each unit is assigned one covered and one uncovered parking stall. Only TWO vehicles are allowed per Unit and residents MUST park in their assigned stall ONLY. See Parking Rule 6.
2. No overnight curbside parking is permitted and no parking on sidewalks is permitted. No un-attended vehicle may be parked curbside for more than 15 minutes. (See Article II, 2.16 of the CC&R's.)
3. No long term parking within 25 feet of Mail Boxes, as a courtesy to Postal Delivery Personnel and Residents picking up their mail.
4. Vehicles "for sale" shall not be parked near or in front of entrances.
5. Any vehicles parked within the community must be in working order, have current registration, and in such good condition as may be necessary for a person to operate the same on a public highway. Any inoperable vehicle is subject to being towed at owner's expense at anytime.
6. Visitor parking is limited to Visitors only! NO residents may park in visitor's stalls. Any unauthorized vehicle parked in a visitor stall; not identified with a numbered visitor tag, and that has not moved in a 24 hour period of time, may be tagged with a warning notice, fined and if not moved or rotated may be towed at Owners expense. (See attached sample of Visitor tag)
7. All residents, tenants/renters, will be required to annually submit a form (provided by the Association) to the Board of Directors, identifying any approved vehicle type and license number of all vehicles owned and/or stored on the property. Vehicles, including motorcycles must be currently registered and only TWO Vehicles per Unit may be registered at any given time. The Registration form may be kept by the Management Company and will be used to identify any un-authorized and/or unregistered vehicles that if parked in violation of the Parking Rules, will be subject to being towed. If registered vehicles are parked in visitor parking stalls they will be subject to being towed. If un-registered vehicles are parked in assigned Owner stalls, they will also be subject to being towed, unless prior notice has been submitted that an un-registered vehicle has been granted permission by Owner of stall to park therein. (See attached Sample of Vehicle registration form).

8. All registered vehicle will be issued numbered Resident parking tags identifying permitted parking within the community in assigned stalls, (two per Unit). Each Unit may be issued one (numbered) Visitor tag, which will identify vehicles that are authorized to park in Visitor stalls only, (one per Unit). Replacement numbered Resident and/or Visitor parking tags will be issued at a cost of \$25.00 each, if the original Resident and/or Visitor parking tag(s) are lost or stolen. There may only be two Resident parking tags and one Visitor tag available per Unit at any given time. Placement of Resident and Visitor tags are required to be displayed (by hanging from mirror), in Resident and/or Visitor vehicle at all times. If there are existing agreements between homeowners for the use of assigned stall(s), the agreement must be filed with the Board of Directors/Property Management Company. (See attached sample of Resident and Visitor tags).

### **PETS AND ANIMALS**

1. Two common household pets (dog and/or cat) may be kept and maintained in the dwelling. No household is allowed more than two (2) small pets or animals except as provided for in Article II 2.15 of the CC&R's.
2. No pet may be larger than 40 pounds in weight as provided in Article II 2.15 of the CC&R's
3. Any dog greater than 40 lbs at time of the implementation of these Rules and Regulations can be "Grandfathered-in" upon approval of the Board of Directors, and not permitted thereafter.
4. No pet may be kept that poses, threatens to pose, or in the reasonable judgment of the Board of Directors may pose or create any unreasonable risk of harm to the Community, or any pet which is dangerous or known to have dangerous propensities.
5. All pets and animals are to be kept on a leash when in Inverness Square common areas.
6. Any owner or person having charge, care, custody, or control of an animal or animals shall take action to prevent the animal(s) from causing a nuisance. Any animal which does any of the following shall be deemed to be causing a nuisance:
  - Causes damage to the property of anyone other than its owner.
  - Causes unreasonable fouling of the air by odors.
  - Causes unsanitary conditions in enclosures or surroundings.
  - Defecates on any common area, yard, building, walkway, or street, unless the person having control of such animal shall remove immediately any such defecation.
  - Makes disturbing noises in an excessive, continuous, or untimely fashion.Attacks other domestic animals.

### **PENALTIES**

Enforcement of the Declaration, the By-Laws, and the Articles of Incorporation is described in Article XI, 11.2 (a) of the Declaration. Penalties for violation of Association rules have been established by the Board of Directors as provided for in Article VII, Section 1(a) of the By-Laws.

1. For nonpayment of the monthly assessment or other assessments:
  - A. Any installment of a Common Assessment, Capital Improvement Assessment, Special Assessment, or Reconstruction Assessment not paid within 30 days after the due date shall bear interest from the due date of such installment at the rate of 12% per annum. If any installment of an assessment is not paid within 30 days after it is due, the owner responsible will be required to pay a late charge of 10% of the amount of the delinquent installment. See Section II, Item 3, above, for possible relief. B. The Association may bring legal action against the property owner personally obligated to pay the assessment. See Article VI, of the Declaration, and Articles VII Section 3 of the By-Laws.

2. Violations of other Association rules are to be brought to the attention of the Board of Directors with the Homeowners Association. The Board of Directors with the Homeowners Association will attempt to obtain resolution of the alleged violation in an amicable manner. The following actions may be pursued:

A. First Offense: The Board of Directors with the Homeowners Association will discuss the alleged violation with the property owner responsible for the alleged violation.

B. Second Offense (or continuation of the first offense): If the alleged violation is not satisfactorily resolved or is repeated, the Board of Directors with the Homeowners Association will provide written notification to the resident and to the property owner, if they are different.

C. Third Offense (or continuation of the second offense): If the alleged violation is not satisfactorily resolved or is repeated, the Board of Directors with the Homeowners Association will provide written notification to the property owner (and resident if they are different). In addition the following applicable sanction may be imposed:

Driving Offense: A fine of \$50.00.

Parking Offense: A fine of \$50.00.

Pets or Animal Offense: A fine of \$50.00.

Other Offenses: A fine of \$50.00

Fines increase per offence by \$50.00 up to \$200.00 at which time legal action may be perused.

D. Fourth Offense (or continuation of the third offense) and thereafter: If the alleged violation is not satisfactorily resolved or is repeated, The Association will provide written notification to the property owner (and resident if they are different). A \$200.00 fine per occurrence may be imposed on the property owner. Legal action may be initiated. Any expenses incurred by the Association to obtain corrective action and unpaid fine, and unaddressed offences, will result in a lien being filed and possible foreclosure action, all will be billed to the property owner. In addition, the following applicable sanction may be imposed:

Parking Offense: A derelict vehicle may be towed at the property owner's expense at any time without notice.

Pets or Animal Offense: The offending pet or animal may be permanently prohibited from Inverness Square premises. Per Murray Animal Control ordinances and the laws regarding hereto.

E. Any property owner who contests the alleged violations or penalties may request a hearing before the Board of Directors as provided for in Article II, Section 1(f) of the Declaration.

**ACCEPTED AND ADOPTED BY THE BOARD OF DIRECTORS OF INVERNESS SQUARE HOMEOWNERS ASSOCIATION, NOVEMBER 28, 2009**

# WARNING

## PARKING VIOLATION

### INVERNESS SQUARE HOMEOWNERS ASSOCIATION

4800 South 200 / 300 West  
Murray, Utah 84107  
(801) 688-1411

00800

YOU ARE ILLEGALLY OR IMPROPERLY PARKED FOR ONE OR MORE OF THE FOLLOWING REASONS AND ARE SUBJECT TO BEING TOWED AWAY OR BOOTED AT YOUR EXPENSE.

- Improperly Parked \_\_\_\_\_
- Parked In a "NO PARKING" Zone
- Parked In DISABLED PERSONS' Space ( Without I.D.)
- Parked In RESERVED Parking Area
- Blocking Access to Building or Driveway  
( Fire Department Regulation )
- Vehicle Not In Acceptable Condition \_\_\_\_\_
- Other Message \_\_\_\_\_

Location \_\_\_\_\_

Date \_\_\_\_\_ Time \_\_\_\_\_ By \_\_\_\_\_

THIS VEHICLE WILL BE TOWED ON: Day \_\_\_\_\_  
Date \_\_\_\_\_ Time \_\_\_\_\_

A copy of this notice is on file. We urge you to conform to our parking rules to avoid future inconvenience and expense to yourself.

MAKE	
MODEL	COLOR
TAG NO.	STATE YR
OTHER I.D.	
TOWED BY	DATE TOWED

# PARKING REGISTRATION

PFPPR-58



1-800-241-4623

PBP1.com

DRIVER'S LAST NAME		FIRST	MIDDLE	PARKING PERMIT NO.		CATEGORY
Home Phone				Date Issued	Date Expires	
Work Phone				Parking Permit Color		
VEHICLE MAKE/MODEL				Parking Area/Space Assignment		
Vehicle Year	Vehicle Color(s)			Put Parking Permit on:		
License Tag No.		State		<p><i>NOTICE: Keep this slip with vehicle. If vehicle is sold, return this slip to address below.</i></p> <div style="border: 1px solid black; padding: 5px; text-align: center;"> <p><b>M&amp;M</b>  <b>MANAGEMENT</b>            3783 South 500 West, Suite 8            South Salt Lake, UT 84115</p> </div> <p>(801) 566-1411</p>		
Other I.D.						
NAME AND MAILING ADDRESS _____ _____ _____ _____						

PART 1 PARKING REGISTRATION — DRIVER'S COPY

PART 2 ALPHABETICAL CROSS-REFERENCE COPY

PART 3 NUMERICAL SEQUENCE MASTER CARD & VIOLATION RECORD