

# **RULES OF THE VILLA NOVA CONDOMINIUM PROJECT**

*Effective March 1, 2021*

The following Rules, authorized by our Governing Documents (Utah Code 57-8-3 (20) (b) (v); Declaration Article III, Sec 8 (d)), are established by the Management Committee to ensure the Project is used and maintained in a manner consistent with the interests of all Unit Owners. Each exception to any of these rules requires approval of the Management Committee.

## **1. LIMITED COMMON AREA USE**

Balconies, patios, carports, and approaches to entries are part of the common areas, but are reserved for the exclusive use of the owners/residents of the units to which they are attached.

Unit Owners are exclusively responsible for care and maintenance of patios and balconies, including repair, replacement and painting. This includes, but is not limited to, ceilings and walls (to the roof line); floors and coverings such as decks, carpets, stone and tile; doors, railings and other enclosures; skylights and any other additions to the original construction. It applies to materials of natural or man-made substance being maintained in a good state of repair and a reasonably clean and sanitary state. Painting must be done only with approved colors.

Patios and balconies are for enjoyment and may not be used for storage purposes except within approved storage facilities.

Carports are to be used only for parking of vehicles and storing garbage containers.

Villa Nova assumes no liability for loss of or damage to items placed in balconies, patios or carports. Items or decorations on patios and balconies should not detract from the overall appearance of the project.

Neither patios nor balconies are to be enclosed from outside view. With Management Committee approval, commercial grade roll-up shades may be used temporarily to reduce the effect of excessive summer heat or provide protection from blowing dust and debris.

## **2. AUTHORIZED PARKING**

Owners/Residents are authorized vehicle parking for the number of carport spaces designated for their unit.

Vehicles parked in carports which are not operational or on which the registration has expired will be presumed to be kept there for storage purposes, which is prohibited. Such vehicles may be towed at owner's expense.

Neither resident nor visitor parking is authorized next to any curb at any time. Double parking behind carport spaces is prohibited except temporarily for deliveries or loading and unloading.

Vehicles parked in carport spaces may not extend beyond the roof line of the carport, or into another resident's carport area.

Visitors should only use parking spaces of other unit owners with prior approval. If visitor parking is desired, exceeding available marked visitor spaces, such needs are to be satisfied outside the property of the project.

During the months of November through March, parking on any street in Bountiful between 2:00 a.m. and 6:00 a.m. is prohibited by ordinance. Parking vehicles on the street when it is actually snowing, or within twelve hours thereafter, is also prohibited.

Use of visitor parking spaces by residents will be permitted, subject to availability, in these situations between the hours of 9:00 pm and 9:00 am only. Adjustments may be necessary on some days to facilitate snow removal.

### 3. PETS

Unit Owners/residents desiring to house pets shall indemnify Villa Nova and hold it harmless against any loss or liability of any kind, arising from or growing out of having an animal in the project and shall agree to abide by Villa Nova Rules and Bountiful City and Davis County ordinances pertaining to housing pets.

No pets are permitted in any of the common areas of the project unless physically restrained. Unidentifiable animals loose on the project may be reported to Davis County Animal Control.

As a sanitation issue and to discourage the presence of stray animals, pet food is not to be left outside units (including on patios).

If any pet causes continuous disturbances to other owners/residents, the owner shall be held responsible to correct the problem. If not corrected, upon written notice from the Management Committee, the owner may be required to permanently remove said animal from the project.

When exercising a pet, owners should keep animals out of any floral or garden area.

**THE PET OWNER IS RESPONSIBLE TO CLEAN UP AFTER PET(S) AND DISPOSE OF ALL DROPPINGS EITHER IN THE STATION PROVIDED ADJACENT TO UNIT 20 OR IN THE OWNER'S GARBAGE CONTAINER.**

### 4. POOL & POOL ENCLOSURE

The swimming pool and adjacent area inside the enclosure, excluding the clubhouse, is for the use and enjoyment of residents and guests only. It may not be scheduled for private use, and posted signs are to be observed.

**Responsibility:** Residents and Guests using the Pool and Pool Enclosure are responsible for their own safety. No lifeguard is provided.

**Hours:** 8 AM to dusk daily between Memorial Day and Labor Day.

**Eligibility:** Unit Owner(s) are provided a key to the entrance gate of the pool enclosure and seven colored passes, two red for residents,

five of another color for guests. All users of pool facilities must have a resident or guest pass on the premises. Lost keys and passes are replaced as a cost to the owner.

An adult resident or adult family member willing to accept responsibility for other guests must sign in and indicate arrival and departure times as well as unit number, and number of residents and guests.

**Minors:** All children under age 18 must be accompanied by an adult resident or adult family member willing to accept responsibility for them.

**Guests:** Non-residents and non-family members of residents may only use the facility be invitation of a resident and be accompanied by an adult resident or resident's adult family member willing to accept responsibility for them.

**Attire:** Swimmers must wear conventional swimsuits. Cut off shorts are not allowed. (Unraveling fabric can clog the filtration system.)

**Showers:** \*All swimmers are required to shower before entering pool.

**Health/Safety:** \*Stay out of the pool if you have open sores, a skin disease, diarrhea, cough or cold, runny nose, fever, ear infection, inflamed eyes, or any infectious condition. Do not spit, spout water, blow your nose, or discharge bodily waste into the pool. Running, diving, boisterous or rough play is forbidden in the pool area.

**Behavior:** Please refrain from excessive noise to avoid disturbing residents, especially in evening hours.

**Food/Drink:** \*No food or drink is allowed within 6 feet of the pool.

**Glass:** \*No glass or glassware is allowed inside the pool enclosure.

**Smoking:** \*No smoking is permitted with 6 feet of the pool or within 25 feet of the

clubhouse entrance. A Smoking area is provided at the south end of the pool enclosure, 6 feet from the pool.

**General Use:** Turn off restroom lights and fans after use. Always close entrance gate upon entering or leaving the pool area.

Lower umbrellas and reset lounge chairs and benches when leaving pool enclosure

Clean up area used upon leaving to provide a pleasant experience for others.

Animals are **not** permitted in the pool enclosure.

\*Davis County Health Regulation

## 5. MAINTENANCE FEES

Maintenance fees for the payment of common expenses (Utah Code 57-8-3 (1) and (6)) are due and payable on the first day of each month. If TOTAL fees, including any amount(s) assessed as provided by Rule 20, are not received on or before the 15th day of the month, a reminder contact will be provided, giving notice of the assessment of a late fee.

Thirty (30) days from the original due date a notice of delinquency will be sent. Forty-five (45) days from the original due date the Management Company will refer the account for collection.

## 6. INSURANCE COVERAGE

Villa Nova Project's insurance policy includes the common areas, limited common areas and some interior portions of each building (walls, attached cabinets, fixtures, etc.). Major appliances (dishwashers, refrigerators, air conditioners, furnaces, etc.) are not covered. Changes to the exterior structure of the original unit design (patio sky lights, iron fencing in patios, etc.) whether made by current or previous owners, are also not covered.

The project's policy contains a deductible amount for each claim. As a result, each Unit Owner shall do one of the following:

- a. Obtain and maintain a Homeowner Insurance Policy which includes Building Coverage in a minimum amount equal to this deductible amount. In cases of major damage to the buildings, the payout from this homeowners' policy must be sufficient to cover any loss within the deductible amount, and claims shall be filed against it prior to filing a claim against the project's property insurance policy.

OR

- b. Agree to maintain personal financial responsibility equal to the deductible amount in the event of any claim.

All claims against the Project's insurance coverage must be submitted to the Management Committee.

The Unit Owner shall provide a signed Statement of Financial Responsibility to the Management Company, accepting responsibility for compliance with these requirements. This agreement is due each year, and is to be received not later than 31 January annually.

## 7. SAFETY

**Speed Limit:** The speed limit throughout the Villa Nova Project is 10 MPH. We urge the cooperation of residents and guests for the safety of all.

**Flammables:** Storage and/or disposal of any flammable or hazardous materials must be in accordance with city and county ordinances and state law.

**Fireworks:** No fireworks of any kind may be used anywhere on the Villa Nova Project property at any time, including during times of celebration.

**Window Wells:** For safety and security purposes, Owners shall maintain coverings for window wells. They may be of metal, plastic or other substance, but must be constantly in place.

To help avoid basement flooding, the floor of window wells must be at least four inches below the sill of their basement windows.

Owners are responsible to ensure the proper depth of the window wells and clean out leaves and other debris as needed. Owners should also remove any obstruction to outside sprinklers which could cause water to be diverted into a window well.

## 8. APPEARANCE

**Personal Landscaping:** Residents are responsible to beautify and maintain the areas immediately adjacent to their front doors. Changes to existing landscaping in these areas require prior approval from the Management Committee.

Many owners/residents in buildings 4 and 5 have undertaken landscaping efforts in the areas behind their buildings on the opposite side of the driveway. While those areas are part of the project common area, each such owner/resident is granted exclusive use of the area immediately behind and/or adjacent to their unit so long as they are maintained in a manner which does not detract from the overall appearance of the project.

**Exterior Decorations:** Decorations on the exterior of any unit, other than as described above, is prohibited except during the period beginning October 1<sup>st</sup> and ending January 10<sup>th</sup> of each year.

During that period, decorations must not obstruct walkways or entrances. Any electrical cords used must be of exterior design and be safely installed and removed. They may not clutter the property nor cross walkways. Decorative lighting is to be turned off daily by 10:00 pm.

Flying the American flag appropriately, mounted on a building or standing in the ground, is allowed at any time so long as it does not create an obstruction.

**Exterior Devices:** No awnings, window guards, ventilators, fans, grillwork or air conditioning device shall be used on or about the building exteriors.

Radio or television antennas or satellite dishes may only be attached to or hung on the

outside of any building with specific approval of the Management Committee.

**Exterior Care:** Temporarily used articles such as toys, bicycles, swimming pool floats, refuse, newspapers or trash in front or back of the units are the resident's responsibility, and are to be retrieved and/or placed in garbage containers. They are not to be left unattended in any common area. Each unit's area of responsibility includes the area in front of the unit extending to the common sidewalk in the front and the carport area in the rear.

**Name Plates:** Name plates or decorations are not permitted on the front of buildings.

**Signs:** Other than Unit For Sale signs, signs, notices or advertisements may not be inscribed or displayed on or at any window or other part of a building.

## 9. GENERAL PROVISIONS

**Maintenance Requests:** Each Unit Owner is provided a portal of communication with Utah Management Company, our property managers. Concerns regarding maintenance of buildings, grounds, other common use facilities are to be submitted to them by that means. our Management Company. If not satisfactorily resolved, contact the Management Committee.

**Clubhouse:** The Clubhouse adjacent to the pool may be scheduled only for the personal use of residents. Using it to conduct business is prohibited.

**Sale or Lease of Units:** Unit Owners are to notify the Management Committee of their intent to sell or lease their unit.

For Sale signs are to be attached only to a unit being offered for sale, and may not be placed in any common area.

Seller must transfer, and Buyer acknowledge receipt of, pool enclosure key and passes at time of closing.

Details of lease provisions are to be provided to the Management Committee.

Resident Owners wishing to have non-family individuals (those not identified in Article

l, item 18a of the Enabling Declaration) reside with them, are to provide the name(s), phone number(s) and details of the arrangement to the Management Committee.

**Disturbance/Noise:** Residents are expected to respect the rights of others to enjoy a reasonable degree of peace and quiet. This precludes loud, boisterous or other offensive activities. They are especially disturbing after 10:00 pm. The remedy for extreme violation, if not cured after request, is for the Unit Owner to file "Disturbing the Peace" charges against offenders.

**Exterior Damage:** The cost to repair damage to buildings caused by residents or their visitors, whether interior or exterior, shall be charged to the unit owner for payment.

**Sewer Backup:** In the event repairs are necessitated by items being improperly discarded in sinks and/or toilets, costs of such repairs will be assessed to the Unit Owner in whose unit the problem originated.

**Emergencies:** When necessary for overall or immediate building repair or maintenance, members or agents of the Management Committee, along with workers or contractors, may enter any unit at any reasonable hour of the day for any purpose permitted by the Enabling Declaration or Bylaws. Such entry will be made by pre-arrangement with the Unit Owner/resident where possible and will be supervised by a representative of the Management Committee.

In the event of the necessity to make a forced entry under an emergency condition, such as danger of fire, flooding or serious medical circumstance, repair of any damages will be the responsibility of the Unit Owner without liability attaching to either the Management Committee or its agent(s).

**Claims:** Damage claims against Villa Nova must be submitted in writing to the Management Committee by the Unit Owner/resident in writing, and include any supporting bills. Upon approval, reimbursement will be made by check to the Unit Owner/resident.

The Unit Owner/resident may **not** deduct the amount of a claim from a monthly maintenance fee or assessment.

**Costs of Legal Actions:** Should it be necessary for legal action to be taken against any Owner/Resident for violation of these rules, costs of such action including attorney's fees, shall be assessed against the Unit Owner and, if not promptly paid, shall be collectible in accordance with Rule 2.

**Exceptions:** Exceptions approved by the Management Committee shall apply only to the subject, party and time period specified, and be valid unless the terms of such approval are violated or an incompatible policy is implemented by the Management Committee which is applicable to the entire project.

## ASSESSING FINES FOR VIOLATIONS

The Management Committee may assess a fine(s) against a Unit Owner for violation of any provision of the Governing Documents, i.e. Utah State Statutes, Enabling Declaration, Bylaws and Rules. (Utah Code 57-8-37) Procedures for assessing fines are described hereafter. Should it become necessary, they will be adjusted in order to comply with Utah Code provisions in effect at the time.

1. The Management Committee will give the Unit Owner a written warning describing the violation, stating the rule or document provision violated, that the Management Committee may assess a fine if the violation is not cured or is repeated within 1 year, and if it is a continuing violation, a time period (not less than 48 hours) within which to cure the violation. If cured accordingly, no fine. If not, fine is assessed as due the 1<sup>st</sup> day of the following month, and will be added to that Unit Owner's maintenance fee assessment as stated in Rule 2.
2. If the violation is not cured within the stated time frame, is repeated within one year following the delivery of the warning letter, or is allowed to continue 10 days or more beyond the time stated in the written warning, an additional fine(s) may be assessed without further warning each time the violation is repeated. The aggregate amount may not exceed \$500 in any one calendar month.
3. From the date of notification that the fine has been assessed, the Unit Owner has thirty (30) days to request an informal hearing of the Management Committee to protest or dispute the fine.
4. The Unit Owner may appeal this decision by filing a civil action in the local state court having jurisdiction within 180 days after the fine has been assessed.

## CHANGES TO RULES

All rules and policies previously enacted are hereby revoked. These rules may be added to, revoked or revised at any time deemed appropriate by majority vote of the Management Committee.

Dated this 5th day of March 2021.



Brad Hendricksen, President



Lee Caldwell, Secretary