

Rules and Fine Schedule
Meadows Condominium Homeowner Association, Inc.
("Fine Schedule")

Adopted December 16, 2019

I. BASIS FOR THE POLICY:

A uniform and systematic procedure for enforcement of violations through communications, fines and further legal action when appropriate is in the best interests of all Owners of the Association.

II. DEFINED TERMS

- A. **"Association"** shall mean The Meadows Condominium Homeowner Association, Inc., a nonprofit corporation organized under the laws of the State of Utah.
- B. **"Board"** shall mean the Board of Directors or Management Committee of the Association.
- C. **"Declaration"** shall mean the *Condominium Declaration for the Meadows Condominium* recorded March 28, 1977, in Book 1169 Page 392 of the records of the Weber County Recorder's Office, state of Utah.
- D. **"Governing Documents"** shall mean the Declaration as amended, bylaws, rules, regulations, adopted Policies and similarly adopted procedure of the Association.
- E. **"Owner"** shall mean the owner(s) of a Unit in the Association.

III. LEGAL AUTHORITY

The Utah Condominium Act and Governing Documents authorize the Association to enforce violations through the imposition of fines, together with all amounts incurred in obtaining compliance with the Governing Documents, together with interest, attorney fees and costs of collection, which amounts may become a lien as provided in the Utah Condominium Act.

IV. REPORTING VIOLATIONS

All violations of the Governing Documents must be observed by a member of the Board or managing agent, or reported to the Board or managing agent in writing, which shall specify: the date and time of the violation; details of the violation, including applicable evidence; and the name and contact information of the person reporting the violation.

V. FINE AMOUNTS

When the Board determines (which may be delegated to a managing agent) that a fine is warranted, the following amounts, which amounts are subject to change through modification of this Fine Schedule, shall apply as shown in Exhibit A, which is attached and incorporated herein. Unless otherwise stated herein, any action listed in Exhibit A constitutes a violation of the Governing Documents of the Association.

VI. FINE SCHEDULE

Unless otherwise specified in the Governing Documents, the Association shall follow the following schedule:

- I. On the first offense, a warning notice will be sent to the offending Owner (and occupant if available). No fine will be levied with this first warning notice. The offending Owner will be given a minimum of 48 hours to bring the violation into compliance.
2. If the Owner fails to correct the violation within the time frame provided in the first notice, a fine will be levied in the amount listed above.
3. Thereafter, if a second or subsequent like-violation is committed within one (1) year from the first notice, the fine amount will be according to Exhibit A (or the maximum amount allowed by law) for each like-violation within the next year. The Association may, but is not required, to provide additional notice prior to levying this fine.
4. For a continuing violation that has not been corrected, a fine may be levied every ten days and will follow the amounts in Exhibit A, unless a lesser amount is determined in the sole discretion of the Board.

VII. ENFORCEMENT

Once a fine has been levied, the Association may pursue any and all collection efforts to collect the fine amount, including but not limited to: (1) turning the matter over to an attorney for collection; (2) recording and foreclosing a lien, in accordance with the Utah Condominium Act; (3) initiating a lawsuit through state court; and (4) other appropriate legal action. Pursuant to the Governing Documents and Utah law, an Owner in violation of the Governing Documents shall be obligated to pay reasonable fees and costs, including attorney fees, incurred in enforcing and collecting the fine amount, regardless of whether further legal action is initiated.

VIII. APPEALS

Appeals of a fine issued under this policy may be appealed as follows:

1. A unit owner who is assessed a fine under this policy may request an informal hearing before the management committee to dispute the fine within 30 days after the day on which the unit owner receives notice that the fine is assessed.
2. A unit owner may appeal a fine assessed by initiating a civil action within 180 days after:
 - (a) if the unit owner timely requests an informal hearing under Subsection (1), the day on which the unit owner receives a final decision from the management committee;
or
 - (b) if the unit owner does not timely request an informal hearing under Subsection (1), the day on which the time to request an informal hearing under Subsection (1) expires.
3. All appeals herein shall comply with Utah Code Ann. §57-8-37, the terms of which is incorporated herein.

IX. SMOKING POLICY

In accordance with the Utah Clean Air Act, smoking is prohibited in the building, Units, open porches, stairwells, decks, patios, and all other Common Areas except for designated smoking

areas. For purposes of this policy, the term "smoking" shall have the same meaning as that term is used in the Utah Clear Air Act, Utah Code Ann. §26-38-2, and shall include products considered "vaping" products. In the event an Owner or Occupant violates the prohibition on smoking within the Project, the Board shall have authority to issue Fines. Any occupants repeated violations of the smoking restriction shall be grounds for, among other remedies available to the Association, eviction, and the Association shall be authorized to initiate and complete eviction and assess the costs and attorney fees incurred in said eviction to the Owner. In said event, the Association shall be entitled to: (a) an injunction ordering the tenant to vacate the premises, or such other relief as deemed appropriate by the court, including the issuance of a writ of restitution, (b) fines against the Unit owner in the amount set forth herein (or the maximum amount allowed by law) if the tenant remains in the Unit as the result of the Owner failing to promptly initiate eviction proceedings, and (c) recovery of its costs and attorney fees from the Owner, including the recorded of a lien. The Board shall have all additional powers deemed necessary to enforce these provisions. If any of the provisions of this section or any paragraph, sentence, clause, phrase or word or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this section and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

NOW, THEREFORE, BE IT RESOLVED that the Board may, in addition to fines, also take legal action to enforce violations that remain unresolved after the first notice, as allowed by the Governing Documents and/or Utah law.

AND BE IT FURTHER RESOLVED, a copy of this Fine Schedule shall be sent to all Owners and shall become effective 5 days after a copy is delivered to all Owners. This Fine Schedule shall replace the Community Rules for The Meadows Condominium adopted July 22, 2002.

I hereby certify that this Fine Schedule was adopted by the vote of the Board at a properly-called meeting of the Board of the Association.

ATTEST: This 16th day of December, 2019

MEADOWS CONDOMINIUM HOMEOWNER ASSOCIATION, INC

By: Kurtis C. Kelle

Its: Secretary

| 1 st Offense | 2 nd Offense within 365 days | 3 rd or more Offense within 365 days | COMMUNITY RULE |
|-------------------------|---|---|--|
| \$25 | \$50 | \$90 | <ul style="list-style-type: none"> • Parking in restricted areas such as fire lanes • Parking in areas other than marked parking stalls • Parking in another's reserved parking stall • Parking in front of garbage dumpsters • Parking in areas parked with "no parking" signs • Parking in areas not permitted on the condominium parking map • Violation of any parking rule contained in the declaration, bylaws, or condominium rules • Parking recreational vehicles or boats on condominium property • Parking more cars than the number permitted on condominium property • Parking unregistered or inoperable vehicles in the common area for more than 15 days |
| \$35 | \$70 | \$100 | <ul style="list-style-type: none"> • Driving faster than the permitted speed • Driving faster than conditions safely permit |
| \$25 | \$50 | \$100 | <ul style="list-style-type: none"> • Performing maintenance or mechanical work on vehicles (including motorcycles & ATV's) in the common area |
| \$35 | \$70 | \$100 | <ul style="list-style-type: none"> • Leaving trash, garbage, or clutter on the unit's patio, balcony or doorstep, or otherwise maintaining the patio, balcony or doorstep in an unsightly, unclean, or unsanitary condition |
| \$50 | \$100 | \$150 | <ul style="list-style-type: none"> • Misuse or damage to the common area by attaching satellite dishes, awnings, signs, lights, or any other item to the common area, without the written permission of the Management Committee • Causing damage to the common area (lawn, roof, gutters, plumbing, parking area, sidewalk, carport, sprinkler system, flowers or shrubs) |
| \$10 | \$20 | \$30 | <ul style="list-style-type: none"> • Leaving personal belonging in the common area (bicycles, scooters, toys, equipment) |
| \$25 | \$50 | \$125 | <ul style="list-style-type: none"> • Creating noise within a unit that can be heard in another unit or in the common area such that the noise is (1) offensive to the senses, (2) disruptive to the comfortable enjoyment and lifestyle of other residents, or (3) an obstruction |

| | | | |
|-------|-------|-------|---|
| | | | <p>to the free use of property so as to interfere with the comfortable enjoyment of life</p> <ul style="list-style-type: none"> • Creating noise in the common area that can be heard in a unit such that the noise is (1) offensive to the sense, (2) disruptive to the comfortable enjoyment and lifestyle of other residents, or (3) an obstruction to the free use of property so as to interfere with the comfortable enjoyment of life |
| \$25 | \$50 | \$100 | <ul style="list-style-type: none"> • Maintaining pets in a unit in violation of the condominium bylaws, declaration or rules and regulations • Failing to clean up after pets that have made a mess in the common area • Allowing pets in the common area • Bringing a pet in unit that can be heard in another unit such that the sound created by the pet is (1) offensive to the senses, (2) disruptive to the comfortable enjoyment and lifestyle of other residents, or (3) an obstruction to the free use of property so as to interfere with the comfortable enjoyment of life |
| \$25 | \$50 | \$100 | <ul style="list-style-type: none"> • Operating a business in a unit without a business license or in violation of the municipal ordinances, the condominium bylaws, declaration, or rules and regulations |
| \$250 | \$250 | \$500 | <ul style="list-style-type: none"> • Intentionally, recklessly, or negligently causing damage to other units, negligence may include failure to maintain the owners unit in a way that causes or threatens to cause damage to other units, common areas, or limited common areas |
| \$100 | \$175 | \$225 | <ul style="list-style-type: none"> • Violating the community Smoking Policy. |
| \$50 | \$100 | \$150 | <ul style="list-style-type: none"> • Violating the community prohibition on storing or using any kind of grill or barbeque device on the premises. |