

Foxboro Coventry Towns Homeowners Association Rules & Regulations

Preface

These Rules & Regulations have been adopted with the intent of providing the Residents of Foxboro Coventry Towns with a practical plan for day-to-day living. Its goal is to maintain our community as a first-class association and to provide Residents with common sense guidelines for living together as neighbors. A successful Association is a community of Owners who exhibit a pride of homeownership and share a common vision as to what constitutes a desirable neighborhood.

Membership in the Association runs with the property. Each buyer of property within the community is bound by the governing documents of the Association that include the Declaration (CC&Rs), By-laws, Rules & Regulations and Architectural Guidelines. Homeowners, who oppose a particular rule or regulation, are asked to keep the following points in mind:

- Living in an Association means one must adhere to certain rules and regulations due to the necessity for architectural conformity and the demands of the governing documents, which exist for the benefit of our community and helps to maintain our property values.
- Owners have the right to petition the community to change a regulation if he/she feels that a particular regulation no longer applies or is unduly restrictive of the majority.
- If an owner is found in violation and is fined, remember this action is taken because the majority of Owners in the Association consider it to be just and proper.

Effective Rules & Regulations requires the cooperation of all Residents of the Association. The best approach to resolving a difference with a neighbor is to talk to your neighbor directly. However, should this not resolve the problem, an official complaint can be filed with the Management Committee. Each Resident's cooperation and participation is encouraged. This is your Association and these are your rules.

Table of Contents

Section I – Introduction

Section II – Definitions

Section III - General Rules

- 3.0 Pool Rules
- 3.1 Aerials, Antennas and Satellite Systems
- 3.2 Basketball Hoops
- 3.3 Bicycles
- 3.4 Business Use
- 3.5 Common Areas
- 3.6 Contractor Working Hours
- 3.7 Energy Conservation Equipment
- 3.8 External Unit Additions
- 3.9 Firearms, Incendiary Devices and Graffiti
- 3.10 Garage Sales
- 3.11 Garbage, Debris and Bulk Waste
- 3.12 Leases
- 3.13 Lighting & Holiday Decorations
- 3.14 Noise
- 3.15 Nuisance
- 3.16 On-Site Fuel Storage
- 3.17 Pets
- 3.18 Signs
- 3.19 Smoking
- 3.20 Storage and Parking of Vehicles
- 3.21 Structural Alterations
- 3.22 Subdivision of a Unit
- 3.23 Temporary Structures
- 3.24 Trees, Shrubs and Bushes; Maintenance of Proper Sight Distance at Intersections
- 3.25 Unsightly and Unkempt Property
- 3.26 Vandalism
- 3.27 Windows and Doors
- 3.28 Grievance Procedure
- 3.29 Notices to Unit Owners

Section IV – Violations, Penalties, Fines and Fees

- 4.1 Witness to a Violation
- 4.2 Witness Statement
- 4.3 Written Warnings
- 4.4 Notice of Violation
- 4.5 Hearings
- 4.6 Penalties, Fines and Fees
- 4.7 Assignments of Rents

Section V – Transfer of Ownership

- 5.1 Seller Responsibility
- 5.2 Estoppels (Closing Statement) / Notification of Sale
- 5.3 Individual Assessment for Administrative Costs

Section VI – Petitioning for Rules & Regulations Change

6.1 Document Change Request

6.2 Meeting Request for Change

Exhibit A – Pool Rules

Exhibit B – Storage and Parking of Vehicles Rules

Exhibit C – Witness Violation Complaint Form

Exhibit D – Notification of Sale Instructions

Section I – Introduction

1.1 The following Rules & Regulations flow from and supplement provisions found in the Declaration of Condominium and By-laws of the Foxboro Coventry Towns Homeowners Association. It is not the intent of these Regulations to be a substitute for the Declaration and By-laws.

1.2 To the extent that the provisions of applicable law (federal, state or local), the Declaration, By-laws or the Rules & Regulations are in conflict, the provisions of applicable law shall first control followed by the provisions of the Declarations, the By-laws and the Rules & Regulations, in that order.

1.3 The provisions of these Rules & Regulations can only be amended by a vote of the majority of Owners (67%) in an open meeting following notice to the community of a pending change and allowing for a minimum of thirty (30) days for public comment.

1.4 The Association, acting through its Management Committee, shall have the power and authority to adopt Administrative Rules and Regulations and, in its sole discretion, to impose reasonable user fees for amenities. Such rules, regulations and use restrictions shall be binding upon all Owners and Residents, their guests and invitees.

Section II – Definitions

2.1 Assessment – Shall refer to any amount imposed upon, assessed or charged a Unit Owner or Resident at the Project.

2.2 Association – Refers to all of the Unit Owners at Foxboro Coventry Towns acting as a group in accordance with the Declaration.

2.3 By-laws – Refers to the By-laws of the Foxboro Coventry Towns Homeowners Association, Inc., a copy of which is incorporated in the Declaration of Condominium and available on the Association's website.

2.4 Common Area – Shall mean to that portion of the Project not a Unit.

2.5 Declaration – Refers to the Declaration of Condominium for Foxboro Coventry Towns an expandable Utah condominium project.

2.6 Guest – Refers to an invitee, temporary visitor or any person whose presence within the Project is approved by or is at the request of a particular Resident.

2.7 Improvement – Refers to any physical change or addition to the Land to make it more valuable.

2.8 Land – Shall refer to all of the real property subject to the Declaration.

2.9 Limited Common Area – Shall mean those Common Areas designated in the Declaration or in the Condominium Plat as reserved for the use of a certain Unit Owner to the exclusion of the other Unit Owners. Any doorsteps, landings, porches, balconies, decks, patios, garages, or other improvements intended to serve only a single Unit, shall constitute Limited Common Area appertaining to that Unit exclusively, whether or not the Condominium Plat makes such a designation.

2.10 Management Committee or Committee – Refers to the committee of Owners elected or appointed to manage the affairs of the Association - also referred to as the Board of Directors or the Board.

2.11 Owner – Refers to a holder of a fee or an undivided fee interest in a Unit in the Project, excluding a mortgage or a beneficiary or trustee under a deed of trust, unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding.

2.12 Project – Shall mean the Foxboro Coventry Towns.

2.13 Property Manager, Community Manager or Manager – A person or entity appointed or hired by the Management Committee to manage and operate the Project and/or assist in the administration of the Association.

Section III – General Rules

3.0 Pool Rules

The Pool facility is the single most used amenity at Foxboro Coventry. It is imperative that the Pool Rules be followed in order to ensure that the facility offers the opportunity for the equal enjoyment of all Foxboro Coventry Owners. Refer to Exhibit A for a full listing of the Pool Rules.

3.1 Aerials, Antennas and Satellite Systems

Antennas and satellite dishes shall be prohibited within the Property, except:

- a. antennas or satellite dishes designed to receive direct broadcast satellite service, which are one meter or less in diameter;
- b. antennas or satellite dishes designed to receive video programming services via multipoint distribution services which are one meter or less in diameter or diagonal measurement; or
- c. antennas or satellite dishes designed to receive television broadcast signals ("Permitted Devices") shall be permitted, provided that any such Permitted Device is:
 - located in the attic, crawl space, garage, or other interior spaces of the dwelling or another approved structure on the Unit, so as not to be visible from outside the dwelling or other structure;
 - attached to or mounted on a deck or patio and extending no higher than the eaves of that portion of the roof of the dwelling directly in front of such antenna.

Notwithstanding the foregoing, should an Owner determine that a Permitted Device cannot be located in compliance with the above guidelines without precluding reception of an acceptable quality signal; then the Owner may install the device in the least conspicuous alternative location on the Unit where an acceptable quality signal can be obtained. The Management Committee may adopt rules establishing a preferred hierarchy of alternative locations and requiring screening of all Permitted Devices, so long as such rules do not unreasonably increase the cost of installation, maintenance, or use of the Permitted Device.

3.2 Basketball Hoops

Basketball hoops and portable basketball standards are not permitted within Common Areas without prior written approval from the Management Committee.

3.3 Bicycles

No bicycles may be left unattended in the Common Areas at any time. No motor vehicle, trailer, or other wheeled vehicle, including but not limited to any car, automobile, truck, van, bicycle or any other transportation device of any kind may be parked or stationed in the entryway to any unit or in such a manner so as to block access to any building or parking space, or so as to create an obstacle or potentially dangerous condition. Notwithstanding the foregoing, nothing in this section shall be construed to prevent or interfere with the use of a wheelchair or other assistive device by a person with a disability, even if that use requires that the wheelchair or other assistive device be left temporarily in an entryway or access area, so long as it is not left longer than reasonably necessary in connection with such use.

3.4 Business Use

No commercial trade or business may be conducted in or from any Unit unless:

- a. the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the residence;
- b. the business activity conforms to all zoning requirements for the Project;
- c. the business activity does not involve persons coming onto the Project who do not reside in the Project or door-to-door solicitation of residents of the Project; and

- d. the business activity is consistent with the residential character of the Project and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Project, as may be determined in the sole discretion of the Committee. Notwithstanding the above, the leasing of a residence shall not be considered a trade or business within the meaning of this sub-Section.

3.5 Common Areas

- a. No Owner or any other person may use the Clubhouse for any commercial or business purpose, including the sale of goods or services. No commercial activities, including sales, solicitations, or other commercial or business activities may be conducted on or from any portion of the Common Areas, including but not limited to the Foxboro Coventry Towns clubhouse (the "Clubhouse").
- b. Application for use of the clubhouse by owners of condominium units at Foxboro Coventry Towns (each, an "Owner") will be considered on a first come, first served basis. Only an Owner may reserve the Clubhouse –tenants may not reserve the Clubhouse. Applications for reservation must be made at least 72 hours in advance of the requested reservation date and will be subject to such conditions (including completion of an application and payment of a security deposit, as the Management Committee may impose.
- c. The maximum number of people who can be in the Clubhouse at any given time is 50. While using the Clubhouse, Owners and guests must comply with all applicable laws (including but not limited to laws regarding the serving of alcoholic beverages and city ordinances regarding noise). Children using the Clubhouse must be supervised by a responsible adult at all times. No use of the Clubhouse may violate any of the provisions of the Declaration or of the rules and regulations of the Association, including rules and regulations relating to parking. The Management Committee may impose reasonable conditions on the use of the Clubhouse. Violations of applicable law, Association rules and regulations, or any conditions imposed by the Management Committee by an Owner or the Owner's guests while using the Clubhouse will result in a suspension of the Owner's right to reserve the Clubhouse for a period of time to be determined by the Management Committee.
- d. The Owner reserving the Clubhouse is responsible for cleaning the Clubhouse after it is used, and the Owner must bring his/her own cleaning supplies. No cleaning supplies of the Association will be available for an Owner's use. If an Owner or the Owner's guests damage the clubhouse or leave it in an unacceptable condition, the Owner will be responsible for the full cost of repairs and cleaning, and shall pay such costs to the Association upon demand. If the Owner fails to do so, the amount owed shall constitute an assessment under the Declaration of Condominium of Foxboro Coventry Towns ("Declaration"), and a lien against the Owner's condominium unit.
- e. No item may be installed or encroach on Common Areas without the express written permission of the Management Committee. This includes but is not limited to flagpoles, clothesline, signs, decks, fences, landscaping, lawn decorations and walkways. Personal items such as play equipment and lawn chairs may not be stored or left overnight on any portion of the Common Areas.
- f. Nothing shall be done or kept in, or about any Unit or the Common Areas or Limited Common Areas which may result in the cancellation of the insurance on the condominium project or an increase in the rate of such insurance, over what such rate would be but for such activity.

3.6 Contractor Working Hours

Residents who employ contractors to perform services shall not allow the performance of such services weekdays before 7 a.m. and weekends before 9 a.m. All such contract services must terminate each evening no later than dusk. Contract services include, but are not limited to, general construction activities, lawn maintenance and automobile repairs. Services such as, emergency repairs to your home is excluded. Contractor trucks, trailers and all other equipment or materials must be removed from streets each evening.

3.7 Energy Conservation Equipment

Except in compliance with U.C.A. Section 17-27-901, as it may be amended from time to time, no solar energy collector panels, other energy conservation equipment or attendant hardware shall be constructed or installed on the Project, and such installations must be approved by the Management Committee in advance.

3.8 External Unit Additions

No external items such as wiring, insulation, air conditioning equipment, and water softening equipment, fences, awnings, ornamental screens, screen doors, porch or patio enclosures, sunshades, lighting fixtures will be allowed without prior written approval of the Management Committee.

3.9 Firearms, Incendiary Devices and Graffiti

The use of firearms and incendiary devices, or the painting or graffiti, within the Project is prohibited. The term firearms includes but is not limited to all guns, pistols, handguns, rifles, automatic weapons, semi-automatic weapons, BB guns, pellet guns, sling shots, wrist-rockets, blow-dart guns, and other firearms of all types, regardless of size.

3.10 Garage Sales

Residents must comply with the city rules regarding Garage Sales and the sign regulation contained in Section 3.5. Residents are encouraged to take advantage of community wide garage sales that can be coordinated by request to the Management Committee.

3.11 Garbage, Debris and Bulk Waste

All rubbish, trash, refuse, waste, dust, debris and garbage shall be regularly removed from the Units, Limited Common Area and Common Areas and shall not be allowed to accumulate thereon. Between scheduled pick-ups, garbage cans, recycle bins, regular landscape waste and other similar items should be stored in your garage or in an area screened from view of neighboring units. Seasonal tree and bush trimmings too large for landscape waste bags may be stored no longer than seven days in the rear only of your unit. Sealed garbage bags, hard containers, recycle bins and/or seasonal tree and bush trimmings may be placed outside for collection no earlier than 7 p.m. the night before collection day. Containers are to be removed from the street by 7 p.m. the day of collection. Littering in the common area is prohibited. Please check with the city for the current regulations regarding bulk waste collection.

3.12 Leases

- a. Any agreement for the leasing, rental, or occupancy of a Unit shall be in writing and a copy thereof shall be delivered to the Management Committee upon request. By virtue of taking possession of a Unit, each lessee agrees to be subject to and abide by these restrictive covenants, and that any covenant violation shall be deemed to constitute a default under the lease.
- b. No Owner shall be permitted to lease his Unit for transient, hotel, seasonal, rental pool or corporate/executive use purposes, which shall be deemed to be any rental with an initial term of less than six (6) months.

- c. Daily or weekly rentals are prohibited.
- d. No Owner may lease individual rooms to separate persons or less than his entire Unit.
- e. Other than as stated in this Section, there is no restriction on the right of any Owner to lease or otherwise grant occupancy rights to a Unit.

3.13 Lighting & Holiday Decorations

Holiday lights and decorations may be displayed from November 15 through January 31, but may not be illuminated after January 15. The take down date may be extended at the sole discretion of the Management Committee in response to weather conditions. Lights and decorations for holidays falling outside the above dates may be displayed from three (3) weeks prior to the holiday to one (1) week after.

3.14 Noise

It shall be unlawful for any person within the Association to make, continue, or cause to be made or continued, any loud, unnecessary or unusual noise which either annoys, disturbs, injures or endangers the comfort, repose, convenience, health, peace or safety of others, within the corporate limits of the Association.

3.15 Nuisance

It shall be the responsibility of each Owner and resident to prevent the creation or maintenance of a nuisance in, on or about the Project. The term "nuisance" includes, but is not limited to the following:

- a. the development of any unclean, unhealthy, unsightly, or unkempt condition on, in or about a Unit, Limited Common Area or the Common Area;
- b. the storage of any item, property or thing that will cause any Unit, Limited Common Area or the Common Area to appear to be in an unclean or untidy condition or that will be noxious to the senses;
- c. the storage of any substance, thing or material upon any Unit, Limited Common Area or in the Common Area that will emit any foul, unpleasant or noxious odors, will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the other residents at the Project;
- d. the creation or maintenance of any noxious or offensive condition or activity in or about any Unit, Limited Common Area or the Common Area;
- e. actions or activities tending to cause embarrassment, discomfort, annoyance, distress or a disturbance to any other residents, their guests or invitees, particularly if the police must be called to restore order;
- f. maintaining any plants, animals, devices or items, instruments, equipment, machinery, fixtures, or things of any sort whose activities or existence in any way is illegal, noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community by other residents, their guests or invitees;
- g. creating or maintaining an unreasonable amount of noise or traffic in, on or about any Unit, Limited Common Area or the Common Area, especially after 10 p.m. and before 7 a.m. on weekdays and after midnight and 8 a.m. on weekends and holidays; and
- h. violation of U.C.A., Section 78-38-9 (1999) (i.e., drug houses and drug dealing; gambling; group criminal activity; prostitution; weapons; parties), as it may be amended or supplemented.

3.16 On-Site Fuel Storage

No on-site storage of gasoline, heating or other fuels shall be permitted on any part of the Property.

3.17 Pets

No pets, animals, livestock or poultry of any kind shall be commercially bred in, on or about the Project. Pets must be properly licensed and registered by the appropriate governmental agency where required. Pets may not create a nuisance. The following acts may constitute a nuisance:

- a. causing damage to the property of anyone other than the pet owner;
- b. causing unreasonable fouling of the air by odors;
- c. causing unsanitary conditions;
- d. defecating on common areas when the feces are not immediately cleaned up by the responsible party;
- e. barking, howling, whining or making other disturbing noises in an excessive, continuous or untimely fashion;
- f. molesting or harassing passersby by lunging at them or chasing passing vehicles;
- g. attacking or threatening to attack people or other domestic animals;
- h. otherwise acting so as to bother, annoy or disturb other reasonable residents, or interfering with their right to the peaceful and quiet enjoyment of their property; or
- i. the mere number of pets maintained creates an offensive or dangerous condition to the health, welfare or safety of other residents.

Pets in the Common Area must be in a cage or on a leash and under the control of a responsible person. Pets may not be tied or tethered in the Common Area. The Management Committee may establish Pet Rules, including rules limiting the number of pets per unit, and charge a pet deposit and/or a registration fee.

At a meeting held on September 21, 2009, the Management Committee voted in favor of the foregoing resolution with respect to the pet rules:

- a. all pet owners are required to register their pets with the Association by providing evidence of licensing and current rabies vaccinations; and
- b. two small pets (30 pounds and under as an adult) per unit will be allowed. Subject to compliance to a decision made by the Management Committee, pets larger than 30 pounds already owned by Foxboro Owners, who were living on the premises as of September 11, 2009, were "grandfathered in". The 30 pound restriction will remain in full force and effect and will be enforced for future pets.

3.18 Signs

No "For Sale" or "For Rent" or other signs or banners are permitted in the Common Area or so as to be visible from the street, unless approved in writing by the Committee.

3.19 Smoking

The Utah Clean Act prohibits smoking within twenty-five feet (25') of any entrance, exit, open window or air intake of buildings. Smoking within 25' of these areas is not permitted. This includes the Pool Cabana. Disposing of cigarette waste in Common Areas (packages, wrappers, used cigarettes, matches, etc.) is considered littering and is not permitted.

3.20 Storage and Parking of Vehicles

The driving, parking, standing and storing of motor vehicles in, on or about the Project shall be subject to rules and regulations adopted by the Management Committee from time to time. Refer to Exhibit B for a full listing of the Storage and Parking of Vehicles Rules.

3.21 Structural Alterations

Except in the case of an emergency repair, no structural alterations of any kind to the Common Areas or Limited Common Areas shall be done or permitted by any Owner without the prior written consent of the Management Committee.

3.22 Subdivision of a Unit

No Unit shall be subdivided or partitioned.

3.23 Temporary Structures

No Owner or occupant shall place upon any part of the Project any temporary structures including but not limited to tents, trailers, or sheds, without the prior written consent of the Committee.

3.24 Trees, Shrubs and Bushes; Maintenance of Proper Sight Distance at Intersections

All property located at or near driveways, entrances, exits, walkways, paths and street intersections or comers shall be landscaped so as to remove any obstructions and to permit safe sight. No fence, wall, hedge, shrub, bush, tree or monument, real or artificial, shall be planted or placed by any Owner or occupant in, on or about the Common Areas without the prior written consent of the Committee. The Management Committee may alter or remove any objects planted or placed in violation of this subsection and shall not be guilty of a trespass.

3.25 Unsightly and Unkempt Property

- a. Activities (e.g., assembly/disassembly of motor vehicles and other mechanical devices), which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Project.
- b. Each Owner shall maintain, repair and replace his Unit and Limited Common Area, including but not limited to individual services such as power, light, gas; hot and cold water; heating, refrigeration, and air conditioning; fixtures; glass, window and window units; and doors and door units.
- c. Each Unit Owner shall be responsible for keeping his Unit and Limited Common Area clean, attractive, safe, sanitary and functional so as not to detract from the health, safety or uniform appearance or design of the Project and in a manner consistent with Community Standards.
- d. When the Association declares a property unsightly, the unit owner will be sent a written notice that will give a reasonable length of time for the owner to bring the property up to standards. If the owner fails to bring the property up to standards, the Association may have the work performed and will bill the expense to the unit owner.

3.26 Vandalism

Any acts of vandalism to Units, Limited Common Areas or Common Areas should first be reported to the Police Department and then to the Community Manager so that the necessary repairs may be completed. Charges incurred to repair damages made by a Unit Owner, Tenant, Family Member and/or Guest will be billed to the Unit Owner.

3.27 Windows and Doors

All exterior doors, windows, and window units in the Project shall be harmonious, and comparable in size, design, construction materials, and quality so as not to detract from uniformity in appearance and quality of construction. Each home is required to have window coverings. Only curtains, drapes, shades, shutters or blinds may be installed as window

covers. No aluminum foil, newspapers, reflective film coatings, or any other similar materials may be used to cover the exterior windows of any residential structure on a Unit.

3.28 Grievance Procedure

Who May Initiate The Grievance Procedure?

Any Owner, Committee Member, Manager, or employee of the Association or Management Company (1) who believes their comfort, safety, or property is damaged by the action or inaction of another Member or Manager of the Association; or (2) instances in which disagreement arises between any of the two above-mentioned parties. All decisions of the Committee, after receiving the complaint, shall be recorded in the minutes.

Step 1 - Informal

Orally report the problem to a Committee Member or the Management Company by phone or in person. This should be done within fifteen (15) days of the alleged grievance. Often there is some kind of a misunderstanding that is easily resolved. A Committee Member or the Management Company will respond/report back by phone or in person within a reasonable time. If the complainant feels the issue is yet unresolved he/she shall proceed to Step 2.

Step 2 - Formal

The Complainant will contact the Management Committee or the Management Company in writing. The letter should include the date the problem occurred, date the letter was written, Complainant's name, and description of the problem and any other pertinent information the Committee may need. The letter should be sent within fifteen (15) days of the informal meeting and should be sent to the President of the Management Committee or the Management Company. The letter will be reviewed at the next regularly scheduled Board Meeting in which the complainant will be invited to attend. The Management Committee and Complainant will attempt to resolve the grievance. The Complainant may request a written response from the Management Committee. If the Complainant feels the issue remains unresolved at the Committee Meeting or by receipt of the requested written response of the Committee he/she shall proceed to Step 3.

Step 3 - Arbitration/Negotiation

The Complainant formally requests additional meetings for negotiation/arbitration. This request should be in written form and submitted to the President of the Management Committee or the Management Company. The Management Committee will arrange the meeting within a reasonable time. Representatives from all interested parties shall be invited. The purpose of this meeting shall be to resolve the grievance to the satisfaction of all concerned. This meeting shall be reported at the next regularly scheduled Management Committee Meeting and recorded in the minutes.

Rules and policies included within the By-laws and CC&Rs, which are filed with Salt Lake County under the Utah Condominium Act, are not negotiable and will not be arbitrated or negotiated.

3.29 Notices to Unit Owners

In accordance with Section 57-8-42 of the Utah Condominium Ownership Act, any notice required to be given by the Association to a Unit Owner may be given by electronic means, including electronic mail or text message.

Notwithstanding the foregoing, a Unit Owner may, by written demand, require that the Association provide notice to that Unit Owner by U.S. mail, in which event the Association shall provide notice to that Unit Owner by first class U.S. mail, postage prepaid, and not by electronic means.

Section IV – Violations and Fine Policy

4.1 Witness to a Violation

Unless the Management Committee is notified of rules infractions by Owners that witness them, the rules cannot be enforced. While the Management Committee does not serve as a police department or referee between disputing Owners, each resident's cooperation and participation is encouraged.

4.2 Witness Statement

Violation notices are issued by the Management Committee, or persons authorized by the Management Committee to do so, to the party allegedly committing the violation or allowing his/her family members, tenants, guests, invitees or pets to commit violation(s). Below is the process to follow for reporting a rules violation:

- a. the Witness Violation Complaint Form (Exhibit C) is the method for Owners to use when reporting a violation. A copy of the form can be obtained by accessing the Foxboro Coventry website. The completed form should be emailed it to the Management Committee. Violations of legal documents (CC&Rs, By-laws, Rules & Regulations) are monitored and tracked by the Management Committee.
- b. the violation form must include: (1) the name, address and phone number of the complaining witness, (2) the owner's name and/or address where the alleged violating person resides, and (3) the specific details or description of the violation including date, time, and location where it was alleged to have occurred.

4.3 Written Warnings

Written Warnings for the first offense of a particular rule will be sent by U.S. postal service or by e-mail (which also is a valid source of contact in a court of law) to the Owner of record within ten (10) business days of the alleged violation. The warning will include specifics of the alleged violation as well as steps that must be taken to rectify the situation and/or the consequences for subsequent violation of that rule.

4.4 Notice of Violation

If subsequent violation complaints are received in regards to the same rule within one year of a previous complaint or if the steps outlined in the Written Warning to rectify the situation have not been taken, a Notice of Violation will be sent by U.S. postal service or by e-mail (which also is a valid source of contact in a court of law) to the Owner of record within ten (10) business days of the alleged violation or lack of compliance. The Notice will include the specifics of the alleged violation along with the amount of the fine to be imposed by default unless the Owner requests a hearing within ten (10) business days after receipt of the Notice of Violation.

4.5 Hearings

Provided the Notice of Violation recipient has properly requested a hearing, that person will be given a written notice informing him or her of a time and place where the Management Committee or its duly authorized Committee will conduct a hearing to review the complaint. At that time, the recipient will have the opportunity to defend him or herself and express their reasoning behind their actions.

All hearings will proceed with or without the presence of the accused Owner. The person signing the Witness Statement alleging the violation must be present or the complaint will be dismissed and cannot be brought again for the same violation at the same time and place. The decision of the Management Committee or its duly authorized Committee shall be rendered in writing within five (5) days after the hearing and such decision shall be binding upon all parties.

4.6 Penalties, Fines and Fees

- a. Violations of the Legal Documents
 - 1st offense - Written Warning
 - 2nd offense - \$25 fine
 - 3rd offense - \$50 fine
 - 4th offense - \$75 fine
 - Subsequent offenses - \$100 weekly fine, until action is corrected.
 - Processing fee of \$9.00 per violation or delinquency notice sent.
 - All Fines and Fees assessed to Owners are subject to interest and late fee charges per the Collection Policy.
- b. Architectural Guidelines Violations
 - Failure to submit a required modification request - \$100 per occurrence or modification.
 - Failure to submit a required modification request within two weeks after being fined per step one - \$100 per month until the modification is submitted and approved.
 - Installations that are not in compliance with the Architectural Guidelines will result in a fine of \$100 per month until it is in compliance with an approved submittal.
- c. Costs

In the event of any violation of the CC&Rs, Rules & Regulations, Architectural Guidelines or By-laws of the Association, the Management Committee reserves the right to pursue any and all legal remedies to compel enforcement, legal and equitable. Any and all costs and attorney's fees shall be assessed back to the account of the offending Owner.

4.7 Assignments of Rents

At a meeting held on June 15, 2009, the Management Committee voted in favor of adding the foregoing Resolution to the Rules and Regulations:

- a. Pursuant to the assignment of rents contained in Section III.22.k of the Declaration pertaining to the collection of Assessments, if the Owner of a Unit who is leasing the Unit fails to pay any Assessment for a period of more than 60 days after it is due and payable, the Management Committee may demand that the tenant pay to the Association all future lease payments due from the Owner, commencing with the next monthly payment, until the amount due to the Association is paid in full.
- b. The manager or Management Committee will give the Owner written notice, in accordance with the Declaration, Bylaws, or Rules and Regulations, of the Association's intent to demand full payment from the tenant. The notice shall:
 - provide notice to the tenant that full payment of remaining lease payments will commence with the next monthly Assessment payment unless the full amount owed is received within a time period specified in the notice, which period shall not be less than 15 days;
 - state the amount of the Assessment due, including any interest or late fees;
 - state that any costs of collection, not to exceed \$150, and other Assessments that become due may be added to the total amount due; and
 - provide the requirements and rights described in Sections 2 through 5 of this Rule and in Subsections (6) (b) through (6) (f) of Utah Code Ann. §57-8-20.
- c. If the Owner fails to pay the amount of the Assessment due by the date specified in the notice, the manager or Management Committee may deliver written notice to the tenant, in accordance with the Declaration, Bylaws, or Rules and Regulations, demanding that future payments due from the tenant to the Owner be paid to the Association. A copy of the notice must be mailed to the Owner. The notice provided to the tenant must state:
 - that due to the Owner's failure to pay the Assessment within the time period allowed, the Owner has been notified of the Management Committee's intent to collect all lease payments to satisfy Assessments due to the Association;

- that until notification by the Association that the Assessment due, including any interest or late payment fee, has been paid, all future lease payments due to the Owner are to be paid to the Association; and
 - that payment by the tenant to the Association in compliance with this Section 3 will not constitute a default under the terms of the lease agreement.
- d. All funds paid to the Association by a tenant pursuant to this Rule shall be deposited in a separate account and disbursed to the Association until the Assessment due, together with any cost of administration, which may not exceed \$25, is paid in full. Any remaining balance must be paid to the Owner within five business days of payment in full to the Association.
- e. Within five business days of payment in full of the Assessment, including any interest or late payment fee, the manager or Management Committee must notify the tenant in writing that future lease payments are no longer due to the Association. A copy of this notification must be mailed to the Owner.

Section V - Transfer of Ownership

5.1 Seller Responsibility

- a. The Seller must supply the Buyer with facilities keys, copies of the CC&Rs, By-laws, Rules & Regulations and Collection Policy of the Association, so that the Buyer is aware of the provisions contained therein. Copies of these documents can be obtained via the Association's website.
- b. The Seller must supply the property management company with the names and addresses of the Buyer, as well as the Seller's forwarding address and telephone number.

5.2 Estoppels/Notification of Sale

Within thirty (30) days' notice and upon written documentation that paragraphs 5.1(a) and 5.1(b) have been complied with, the Seller may request an estoppels (closing statement) setting forth the amount of any unpaid assessments and other charges due and owing from said Owner from the property management company. The property management company is authorized to collect a fee not to exceed \$50 for this service. Refer to Exhibit D for instructions on requesting estoppels (closing statement).

5.3 Individual Assessment for Administrative Costs

- a. Upon any form of transfer of ownership of a Unit, or within a reasonable period thereafter, the Association may require the transferee to pay a reasonable Individual Assessment for administrative costs in an amount equal to the amount of regular annual assessments for the last two (2) full months immediately preceding the transfer of the Unit.
- b. The Individual Assessment levied upon the transfer of a Unit shall be due and payable on the date on which the transfer is effectuated.
- c. Pursuant to Utah Code Annotated Section 57-1-46 (the "Statute"), the Individual Assessment for administrative costs upon transfer of a Unit shall qualify as a "reinvestment fee" as defined in the Statute and as such, shall be used by the Association for the benefit of Foxboro Coventry Towns Condominiums. As provided by the Declaration, each Individual Assessment for administrative costs shall be secured by a lien for unpaid Assessments.

Section VI – Petitioning for Rules & Regulations Change

6.1 Document Change Request

The Management Committee has adopted these Rules & Regulations in the belief that they reflect the requirements of the CC&Rs and the will of the majority of the residents. Requests for changes can be made by sending an email to the Management Committee at coventry-hoa@hotmail.com. The Management Committee, on at least an annual basis, will consider all requests for changes in good faith. Please remember that many of these rules are simply restatements or clarifications of provisions in the CC&Rs; and therefore may not be changed without amending the governing documents.

6.2 Meeting Request for Change

Owners may also call for a Special Meeting of the Association to consider either a Rules & Regulation change or an Amendment to the CC&Rs by collecting signatures of at least 10% of the homeowners (only one signature per residence) in the Association on a petition that states the particular change(s) sought and presenting it to the President of the Management Committee. At such a Special Meeting, a rule may be overruled, cancelled or modified by a vote of the neighborhood representatives representing a majority of the total Units in the Association.

Exhibit A - Pool Rules

All Owners and Guests using the swimming pool incur a certain risk. The Association, the Management Committee (Board) and the Management Company shall not be liable for any accident, loss or injury in connection with such use except as may be determined in a court of law.

The pool will be open from 7 A.M. until 10 P.M. daily during the regular operating season running from Memorial Day weekend through Labor Day weekend. Exceptions for maintenance, health and safety conditions, inclement weather or other reasons may be made at the discretion of the Management Committee.

All accidents, safety and security issues, and maintenance concerns are to be reported to the Management Committee, the Management Company, or the Community Manager.

An adult Association Member must accompany all Guests and Children using the pool.

These Pool Rules bind Guests, as well as Homeowners. In the case that the pool has reached its capacity, Homeowners will have priority of its use. The pool is not available for private parties.

The Association, the Management Committee and the Management Company may dismiss persons in violation of these rules, exhibiting offensive behavior or failure to provide proper identification permitting use of the facility.

Use of the pool is a privilege and the requests of the Association, Board and Management Company must be honored at all times. Pool privileges may be temporarily suspended in cases of violation of these rules. See CC&Rs Article III, Section 7(d) (2). Any damage caused by a Homeowner or Guest is the responsibility of the Homeowner.

The swimming pool may not be used to give swimming lessons or to teach any person to swim, except that an Owner may use the swimming pool to teach his or her own children and/or spouse to swim. An Owner who violates this rule will be subject to a fine and may, after notice from the Management Committee and a hearing in accordance with the Declaration, Bylaws, and Rules and Regulations, have such Owner's swimming pool privileges suspended for the remainder of the summer season in which the violation occurs.

Safety is of first and foremost importance and must be practiced by all for the mutual enjoyment of all. No lifeguard on duty – swim at your own risk.

- Children under 14 years of age are not permitted in the pool area unless under the direct supervision of an adult of at least 18 years of age. (This is a Utah State Regulation.)
- Use of the facility is always at your own risk. For personal safety, solo swimming is highly discouraged. It is recommended that someone else be present when swimming.
- Lifesaving equipment must not be used for any reason other than its intended purpose.
- Floating toys or devices and other objects posing a hazard or hindrance to the efficient use of the pool are not permitted.

- No smoking, food or alcoholic beverages are allowed in the pool area. NO EXCEPTIONS.
- Persons under the influence of alcohol or other intoxicants will be denied access to the facilities.
- In consideration of those living in close proximity to the facility, amplified sound equipment is not permitted, however, use of equipment with earphones is recommended.
- Foul/abusive language or inappropriate behavior will not be tolerated.
- Running, boisterous or rough play, ball throwing, unnecessary splashing, diving or other accident-prone or disruptive activities are not permitted.
- Facility doors/gates shall remain locked at all times. Do not prop open the gate.
- Use of the pool facility during off hours is not permitted
- If lightning is sighted, evacuate the pool immediately.

In addition to safety, cleanliness and health issues must also be observed.

- Saving of pool chairs for expected owners or guests is prohibited.
- Music volume should be kept at a minimum – that is, no amplified music.
- Food, gum, glass and breakable plastic are prohibited from the pool area.
- Immediately prior to entering the pool everyone must take a shower using warm water and soap.
- Suntan lotions must be showered off prior to entering the pool.
- All persons using the pool must wear clean bona fide swimwear. Cut-off jeans or other street clothes are not permitted. A "T-shirt" over garment is permissible – WHITE ONLY.
- Persons wearing bandages or suffering from infectious or communicable diseases transmissible via water may not use the pool or spa.
- Spitting, spouting of water, blowing the nose or otherwise polluting the water or deck area is not permitted.
- Children who are not toilet trained must wear swimming-approved diapers. Any pool accidents will require the closure of the pool until further notice. The Adult Homeowner will be responsible for the costs associated with cleaning the pool.
- Pets are prohibited within the pool area. Handicapped assistance animals are exempt.
- Please remove hairpins, clips or rubber bands before entering the pool. These items will cause damage to the filter system. The dye in colored t-shirts also degrade the pool filters. Other small objects such as rocks and coins are also not permitted.

- Non-swimmers or others unlikely to exercise mature judgment in safety and health issues are not permitted within the facilities unless accompanied by an adult Owner of at least 18 years of age and charged with responsibility for their safety and conduct and must be present at all times.
- Please be courteous and pick up after yourself. This is your facility, so please treat it with the care and respect you have for your own property.

Exhibit B - Storage and Parking of Vehicles Rules

- a. Motor vehicles parked in violation of the parking rules and regulations may be impounded, towed and stored, at the Owner's sole expense, without further notice.
- b. No mechanical work or repairs are to be conducted in streets or front yards. No draining of car fluids allowed on the property. No dumping of vehicle fluids in storm drains. If antifreeze, oil, etc. is spilled it should be cleaned up immediately.
- c. No inoperative automobile or vehicle shall be placed or stored on the Property.
- d. All vehicle licenses and registrations must be current.
- e. Recreational and/or commercial type vehicles shall not be parked or stored in the Community. On November 5, 2009, the Management Committee voted in favor of the foregoing Resolution with respect to clarifying the term commercial type vehicles and eliminate any ambiguity regarding the interpretation of the term for purposes of enforcing the provision:
 - No industrial or commercial vehicle, excluding standard sized pick-up trucks or standard vans with commercial signage or logos which identify a business, shall be allowed to park within Foxboro Coventry Towns, except if the vehicle is present because of service being provided to a resident, and then, only as long as necessary to provide the service. For purposes of the Declaration and this rule, a commercial or industrial vehicle is defined as including or qualifying as one or more of the following:
 - A vehicle with visible ladders;
 - A vehicle with a weight rating greater than a standard pickup or van (i.e., in excess of a three quarter ton rating); and
 - A vehicle that is greater than 20 feet in length or 8 feet in height, or that otherwise obstructs visibility or flow of traffic.
- f. Trailers, mobile homes, trucks over three quarter ton capacity, boats, campers not on a truck bed, motor homes, buses, tractors, and maintenance or commercial equipment of any kind shall not be parked or stored on the Property.
- g. Parking on the street is prohibited within the Community. Violators will be towed at vehicle owner's expense. Owners must park in their garage or driveways, guests must park in designated stalls only. This rule was revised/amended with a Resolution adopted on June 19, 2006.
- h. No motor vehicle, trailer, or other wheeled vehicle, including but not limited to any car, automobile, truck, van, bicycle or any other transportation device of any kind may be parked or stationed in the entryway to any unit or in such a manner so as to block access to any building or parking space, or so as to create an obstacle or potentially dangerous condition. Notwithstanding the foregoing, nothing in this section shall be construed to prevent or interfere with the use of a wheelchair or other assistive device by a person with a disability, even if that use requires that the wheelchair or other assistive device be left temporarily in an entryway or access area, so long as it is not left longer than reasonably necessary in connection with such use.
- i. Driving at speeds in excess of 15 mph is prohibited.
- j. Driving recklessly is prohibited.

- k. Parking on sidewalks is prohibited.
- l. Driving motor-powered vehicles (mini-bikes, motorcycles, go-carts, mopeds, cars, etc.) on sidewalks or landscaped areas are prohibited.
- m. The Association, Committee and Members of the Committee shall be indemnified and held harmless from any loss, damage or claim caused by or arising out of the impounding, towing or storing of a motor vehicle pursuant hereto.
- n. The three parking stalls closest to Building 315 are hereby reserved for Units 315-A (632 Canterbury Lane), 315-B (634 Canterbury Lane), and 315-C (638 Canterbury Lane). The parking stall on the west side is reserved for Unit 315-A, the stall in the middle is reserved for Unit 315-B, and the stall on the east side is reserved for Unit 315-C. This rule was revised/amended with a Resolution adopted on September 19, 2006.
- o. Visitor parking is reserved for visitors only. Residents may be towed from the visitor parking areas at any time during the day or night, any day of the week. The term Resident is defined in this section as anyone living in the Unit who has stayed or plans to stay longer than two weeks. Visitors who plan to stay longer than two weeks must obtain special permission from the Board of Trustees or the HOA Management Agency to prevent their car from being towed. This rule was revised/amended with a Resolution adopted on April 13, 2007.
- p. Visitor parking is reserved for visitors only. Residents who are in violation of the parking rules and regulation will be booted or impounded, towed and stored, at the Owner's sole expense. The term Visitor is defined in this section as one who visits; one who comes or goes to see another for a period of one (1) to three (3) days. Homeowners, with a Visitor planning to stay longer than three (3) days (consecutive or non-consecutive days) within any calendar week (12:01 a.m. Sunday morning through midnight Saturday night) or more than five (5) days (consecutive or non-consecutive days) in any three-week period, must obtain approval from the Management Committee to prevent the Visitor's vehicle from being booted. Approval can be obtained by sending an email to the Management Committee (coventry-hoa@hotmail.com) indicating the make, model and license plate number of the vehicle, along with the duration of the Visitor's stay. The Management Committee will review the request and respond to the requestor with their decision.
- q. The term Resident is defined in this section as anyone living/staying in a Unit who has stayed or plans to stay longer than the duration approved by the Management Committee. This rule was revised/amended with a Resolution adopted on March 4, 2010.

Exhibit C - Witness Violation Complaint Form

Witness Name: _____

Address: _____

Phone #: _____

Additional Witness Name: _____

Address: _____

Phone #: _____

Alleged Violator

Name: _____

Address: _____

Phone #: _____

Violation Date: _____ Violation Time: _____

Witness Observation: _____

Were any photos or recordings made? Yes _____ No _____

Include all tapes, photographs and details, i.e. vehicle model, color, license number with this form or forward as soon as possible. Include the name of the person who made the tape or photograph, the date it was made and the name of anyone else that was present.

I have made the above statements based on my personal knowledge and not upon what has been told to me. I will cooperate with the Association and its attorneys to provide additional statements or affidavits and, in the event a hearing or trial is necessary, I will appear to testify as a witness.

Signature

Date

Exhibit D - Notification of Sale

Instructions

The Seller, in working with their title company, should request a closing statement thirty (30) days prior to the closing date on the sale of a home within the community. In addition, an original questionnaire (checklist) can be retained from the property management company. Please mail request for closing documents (on title company letterhead), along with a check for \$50.00, for processing fee, no less than ten (10) days prior to closing. The property management company will mail a completed estoppels and questionnaire (checklist) to the title company prior to closing, along with other pertinent information the Buyer will need.

Mail Request to:

Foxboro Coventry HOA
PO Box 522398
Salt Lake City, Utah 84152-2398

Your request should include the following information:

Seller Information:

- Seller Name(s)
- Seller Current Address
- Seller Forwarding Address
- Seller Home Phone
- Seller Alternative Phone
- Seller email Address

Buyer Information:

- Buyer Name(s)
- Buyer Current Address
- Buyer Forwarding Address
- Buyer Home Phone
- Buyer Alternative Phone
- Buyer email Address

Title Company Information:

- Company Name
- Company Address
- Company City, State, Zip
- Attention
- Closing Date