

SOMERSET VILLAGE

Homeowner Association Rules & Regulations

(January 2022)

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Association Rules and Regulations

As stated in Article II, section 2.8 of the Bylaws, “The Board of Trustees is authorized to adopt rules and regulations governing the use and operation of the Project, which shall become effective 30 days after adoption by the Board”.

These Rules and Regulations were passed by unanimous vote by the Board of Trustees, on October 17, 2009. The Board of Trustees has the responsibility and obligation to enforce and determine whether these Association Rules and Regulations (The “Rules”) have been violated and encourages all residents to refer to these Rules, the Declaration of Covenants, Conditions and Restrictions of Somerset Village Gated Community dated as of June 5, 2002 and recorded in the Utah County Records as Entry No. 76406:2002, as amended (the “Declaration”), and the Bylaws of The Somerset Village HOA, Inc. (the “Bylaws”), and to contact the Association Officers or Board of Trustees if they are unsure if something is a violation.

Association Rules and Regulations apply to any Unit Owner, occupant, resident and guest in the Community.

Somerset Village is zoned as Single-Family Housing

The Association expects the Owners to comply with Spanish Fork City zoning requirements for the Project, which is R-1-6. Therefore, violation of the Single Family zoning shall be a violation of the Rules. “Family”, unless otherwise expressly provided herein, means any one of the following: (a) one person living alone; OR (b) the head of household and all persons related to the head of household by marriage or adoption as a parent, child, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece, great-grandparent, great-grandchild; OR (c) two or three related or unrelated persons living and cooking together as a single housekeeping unit.

One (1) or two (2) additional related or unrelated persons may be included within definition of a family for purposes of option (b) above and not options (a) and (c) if two or more of the persons within option (b) share the legal relationship of parent and child or grandparent and child and if all persons within that option, including the unrelated persons, live and cook together as a single housekeeping unit. For purposes of this exception, the parent or grandparent must actually reside in the subject dwelling. Guests staying longer than 7 days are considered tenants of the property in which they are residing.

Association Dues

Pursuant to Article IV, Section 8 of the Declaration, all owners must pay an annual assessment. The Board of Trustees has provided that the annual assessment shall be collected in monthly equal installments. Payments can be made through the following options:

- HOA Drop Box
- Check or Money Order
- Electronic Payments

The Board of Trustees may take any or all of, but is not limited to the following actions regarding delinquent accounts (see Article IV, Section 9 of the Declaration).

- A late charge in the amount of 10 percent will be assessed against the Owner who fails to meet the deadline of the 10th of the month for which the Owner is paying. Payments must be received, not postmarked, by the last day of the month to avoid the late fee.
- Additionally, a late charge of 18 percent APR will be assessed monthly on any balance owing at the end of the month until said balance is paid in full. Payments must be received, not postmarked, by the last day of the month to avoid interest accruing on your account.
- Delinquent accounts will be sent to collections. All collections fees will be the responsibility of the owner.
- A Lien may be placed on units for the amount owing plus accruing fines and interest. All fees associated with placing a lien on a unit will be responsibility of the owner.

Insurance Policy/Claims

The Somerset HOA is required to carry a Liability Insurance policy and Casual Insurance on all insurable improvements and fixtures of the Common Areas. A Unit Owner must also carry an Insurance policy on each individual Unit owned.

The Trustees may also elect to obtain, and continue into effect, additional coverage (such as blanket fire coverage, Fidelity, etc...)

If a Unit Owner has questions about the current Association insurance policy they may contact the Managing Agent who will provide a copy of the policy and/or refer them to the Association's current Insurance Agent. The "Managing Agent" is the property manager, or property management company, hired by the Board of Trustees to act as an Agent of the Board of Trustees as directed by the Board of Trustees, in matters including, but not limited to, the enforcement of Rules, contracting of maintenance work, management of funds, and levying of fines. The current Managing Agent of the Somerset Village HOA is TPM (Total Property Management). The Association's contact at TPM is Rich Wells.

Unit Owners are not allowed to file claims on the Association insurance policies. All claims must be filed through the Board of Trustees or their designee.

Architectural Control Committee

In accordance with Article VI of the Declaration, the following will help ensure consistency and unity in the visual appearance and property maintenance of all common areas, limited common areas (including rear patios), and the exterior surfaces and roofs of the Units (and/or the buildings in which such Units exist), and patio fences:

- Antennas (including, but not limited to telephone, short-wave, and television, but not including satellite dishes which are discussed below) are not permitted on the exterior of the home. These may be approved by the Board of Trustees and placed such that they are not visible from the street directly in front of the home.
- Proper window coverings must be in place. Blankets, flags, silver reflective coverings or coatings, aluminum foil, sheets, cardboard, and/or newspapers are not considered proper window coverings.

- Exterior patio shades, blinds, and/or awnings (including, but not limited to matchstick blinds are strictly prohibited unless approved in writing by the Board of Trustees). Umbrellas and other such shade devices that are not attached to the home are acceptable.
- Storm/security doors must be approved by the Board of Trustees prior to installation.
- Unit addresses are the responsibility of the Association and may not be adjusted or changed in any way. Unit numbers are furnished by the Association and no other unit numbers will be allowed.
- Exterior porch light fixtures may not be altered without prior permission by the Board. Replacement of exterior porch bulbs and globes is the responsibility of the owner/tenant. All bulbs must be white or yellow only.
- Permanent fixtures, decorative items, shelves, etc... may not be affixed or installed in any fashion to the outside-facing fencing. Owners/tenants may use hooks that hang over the top of the fence (if it's not annoying to the neighboring unit's owner) to hang items. Any damage caused to the fencing is the sole responsibility of the unit's owner.
- Exterior door colors may not be changed without prior approval of the Architectural Control Committee. Over-the-door hooks (for wreathes, welcome signs, and the like) are preferred instead of permanent fixtures.
- Evaporative cooling units commonly, called "swamp coolers", are not permitted. No window mount, roof mount or door mounted cooling device shall be installed. Freestanding electric fans may be used.
- Driveways, unit entrances, and rear patios and decks are not to be used as storage areas. Many rear patios are limited common areas and must be kept in a safe, clean, and sanitary condition. Clothing, rugs, or other similar items may NOT be hung from windows, balconies, or facades of the building.
- Outdoor carpet (such as Astroturf), with the prior written approval of the Board of Trustees, will be allowed on the rear patio but must be completely fenced in and not visible from common areas.
- No chicken wire or other fencing material is allowed other than what is specified by the Board of Trustees.
- Outdoor holiday lights and decorations should be removed no later than 30 days after the holiday has passed, or by January 31 for Christmas lights and decorations.

Any Owner or tenant desiring to accessorize, enhance, replace, or otherwise modify the exterior of their unit or limited common area (including rear patios, fencing, and driveways) such that it would be visible from the common areas must first submit plans in writing and seek approval from the Board of Trustees or the Architectural Control Committee if existing. Any such work done without the written approval from the Board of Trustees or the Committee may result in fines and/or cost of replacement or repairs to reestablish the visual appearance in accordance with Article VI of the Declaration and the Board of Trustees.

Satellite Dishes

DSS (Digital Satellite System) Dishes are allowed, provided the following criterion is met:

- Dishes may not exceed 1 meter in size.
- DDS systems must be owned by the unit owner; and may not be leased or rented.
- Dishes must be placed on the roof directly above the owner's unit.
- No cables may be exposed on the outside walls or roof of the building.
- Dishes must be properly grounded in compliance with all local and state electrical codes.
- Any damage caused to the roof, walls, or other common areas of the community because of the installation of the DSS is the sole responsibility of the DSS owner.
- Once installed, the DSS system becomes a permanent fixture of the owner's unit and may not be removed upon the selling or leasing of the unit to another party.

- A homeowner who subscribed to a satellite service will still be responsible for the complete Association dues. No reduction will be given for duplicating services such as TV programming or Internet services.
- The DSS system must not be visible from the roadway directly in front of the home.

Landscape Rules

Pursuant to Article VII, Section 9 of the Declaration, no planting or gardening shall be done except as approved by the Board of Trustees. Residents are encouraged to use their best judgement in placing, planting, or displaying (in the approved designated areas outlined below) plants, flowers, crafts, pots, flags, etc... The Board of Trustees reserves the right to declare items a community nuisance and to request the item's removal at the owner's expense (purchase price and removal costs). If a unit owner has any questions please contact the Board of Trustees or the Managing Agent for advance approval.

Front/Side of Units

The Association's professional landscaper will solely maintain the front planting strip space directly next to the front doors unless the unit owner makes written application to the Board of Trustees for permission to plant and maintain the appearance themselves.

Bushes may NOT be removed from common areas. If the unit owner plants and maintains the front area him/herself at any time, the unit owner is responsible to adequately maintain the area, at all future times.

Planting pots may be placed on the front porch area directly in front of their unit's front door. Planting pots must be well maintained (no weeds or dead/dying vegetation) and may not be excessive in size or appearance. No vegetables or fruits may be planted in pots in this front area.

For owners who decide to plant in and maintain (including all weeding) this area, the following rules apply:

- Only common garden-variety flowers and plants may be planted.
- Ground cover/mulch types must be approved by the Board of Trustees
- Any owner who would like to take ownership of their planters, should notify the Board and will receive an easily recognizable marker (provided by the Association) that must be kept in the planting area at all times. The marker notifies the landscaper to not interfere with private owner planting.
- Although limited, this area is still a common area. Any damage and/or resulting expense caused to the planting area, including other owners, visitors, landscaping and maintenance crew, is the sole responsibility of the unit's owner, unless the offending party is identified.
- Prohibited plants in this area include anything that will crawl, climb, or heavily seed causing spreading outside of their area.
- Cacti, rock gardens, and fountains are also prohibited.

The Association's professional landscaper will notify the Board of Trustees or the Managing Agent if this area is not being well maintained (weeding and proper upkeep) by the unit's owner. The Board of Trustees may impose fines and/or rescind the privilege of planting in this area. Owners who violate the rules and fail to correct or repair planting areas, will be liable for the cost of correction and/or repair.

End Lot Planting Areas

The Association's professional landscape company will solely maintain the common corner planting areas; owners and tenants may not plant anything of any kind in this area.

Back Yard Planting Areas

The Association will not provide any assistance in landscaping or maintaining the back yard planting areas unless the Developer initially provided plantings. Back yard planting areas must be properly maintained and trimmed at all times.

Sprinklers and Lawn Watering

Unit owners who are found changing the watering schedule by adjusting the timers or manually using the valve boxes to get extra watering will be fined. When unit owners change the watering times and durations, the landscaping company cannot determine the true watering needs of the grass areas. Unit owners may use their own faucets and hoses if they feel that extra watering needs to be done. Water tampering costs all unit owners extra money and in most cases is only a waste of water. If a unit owner feels that more or different watering needs to be done, they must contact the Managing Agent with the locations of concern.

Common Areas and Grounds

No nuisance shall be allowed on the Somerset Village community, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful enjoyment or possession and proper use of the Community by its residents.

All parts of the Community shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage be allowed to accumulate nor any fire hazard to exist. Main entrances, streets, sidewalks, walkways, grass areas shall be kept clear of all items including, but not limited to, toys, garbage cans, trash, rubbish, refuse, bicycles, boxes, patio furniture, building materials, etc.

No motorized vehicles will be permitted on the grass areas of the community.

No motorized vehicles will be permitted on sidewalks and play areas such as the basketball court.

All unit owners, guests, and children of unit owners and guests or pets will be held responsible for damage to property.

Playground equipment, the Pavilion, and other structures including but not limited to such items as park benches, tables, gates, monuments, street signs, drop box, trees, etc. are property of the Association and abuse and vandalism of such items by children, visitors, guests, pets, renters, or Unit owners will be charged to the appropriate home owner(s) for repair or replacement of the damaged item.

If a unit owner witnesses a violation, the event should be documented and if possible obtain a photo the behavior and send to the Managing Agent.

Only community-wide garage, and/or yard sales are allowed. All other garage, patio, and/or yard sales are strictly prohibited.

Absolutely no “baby” pools or any other water holding instrument (in excess of 5 gallons) shall be placed on common areas of any unit, or anywhere in the Community. Any damage to the common areas and property that is caused by the unit owner, renter, their families, or guests shall be immediately repaired at the expense of the unit owner.

Pets

Please be considerate of your neighbors and help keep the complex clean. Pets should be an enjoyment to their owners and not a nuisance to others. If any violation persists, Spanish Fork Animal Control may be called.

- Pets are limited to TWO or less per household.
- Pets may not be left unattended unless they are kept within an enclosed fenced area.
- Pets may not be leashed to any tree, bush, attached or unattached fixture, or patio, which are common elements of the property.
- The Municipal Code of Spanish Fork City Title 6, Utah County, and the State of Utah contain regulations that regard to pets, and Somerset Village Townhomes have adopted the following regulations. Unless otherwise stated in these Rules, the Municipal Code shall apply.
- The owner of a pet shall have the responsibility to pay for property repair from damage caused by the pet, including but not limited to re-sod of the damaged lawn.
- The owner of a pet shall solely be responsible for the behavior of their pet and shall not allow any pet to attack, or otherwise interfere with the freedom of movement of persons in the common areas, including but not limited to chasing, attacking residents or other pets, or to create a disturbance in any other way.
- **The Municipal Code of Spanish Fork City Title 6, Utah County, and the State of Utah contain regulations with regard to pets, and Somerset Village Townhomes have adopted the following regulations. Unless otherwise stated in these Rules, the Municipal Code shall apply.**
- Any owner of a dog or cat shall have the animal vaccinated by a legally authorized person, attaching the rabies tag to the collar which must be worn at all times.
- It is unlawful for pets, including but not limited to dogs and cats, to run “at large” (i.e. pet is not on its own property—outside the door of the unit—and there is no leash attached to the pet, even if the owner is right beside the pet). Pets must be on a leash at all times. If an animal is running loose, notify the Spanish Fork Animal Control at 801-851-4080 (ask for Animal Control)—If the owner does not comply or cannot be located. Spanish Fork City Code 6.04.070
- It is unlawful for the owner of any pet not to immediately remove and properly dispose of excrement deposited by the pet on any common property or-limited common area.
- It is unlawful to keep any dog that by habitual barking causes a serious annoyance to a neighbor. Spanish Fork City Code 6.04.060.

If you believe an animal is being neglected or abused, please contact Animal Control at 801-851-4080. Please contact the Managing Agent for infractions or community rules to be enforced. Any infraction of these rules will result in the appropriate fines.

Trash and Litter

Unit owners must remove furniture, appliances, car batteries, paint cans, mattresses, tires, oil, all hazardous materials, or other similar uncollectible items from the community. Unit owners who violate this policy will incur the expense of any extra charges to the Association for this additional service plus face Association fines. Any questions regarding what is considered hazardous or not hazardous material, and whether or not it can be placed in the garbage cans, should be directed to the Managing Agent, or the Utah County Health Department. All parts of the Community shall be kept in a clean and sanitary condition, and no rubbish, refuse, litter, trash, or garbage be allowed to accumulate nor any fire hazard to exist.

Garbage cans for all homes MUST be stored in fenced-in back yards OR garages. Garbage cans may NOT be stored in an area visible from the street, or on the outside of the backyard to visible across common areas. Garbage cans placed in violation of these rules will be subject to a fine. Garbage cans stored in fenced-in back yards should be kept clean and odor free. Garbage cans may not be placed for pick up any earlier than the evening prior to the specified day of pick up. Garbage cans left on the street beyond the normal collection day or placed too early will be subject to a fine.

Noise

Quiet Hours are from 9 P.M. to 6 A.M. (Spanish Fork City code 9.32.030) No loud noises of any sort, including, but not limited to, radios, TV's, power tools, hammering, voices, vehicles, playing of musical instruments, amplifiers, or any other instruments or devices emitting noise.

Please be courteous when having a party. Notify your neighbors if you are having a party with several individuals and believe noise may be an issue. Remember to be considerate of coming home during quiet hours and be mindful that your neighbor's windows may be open. Save discussion for once you have entered into your unit.

Firearms may NOT be fired or discharged at any time or anywhere on the community premises except for reasons of self-defense.

The following rules apply to Fireworks:

- Fireworks may NOT be discarded at any time or anywhere on the community premises except that they are in accordance with the local city, county, and state rules, guidelines, and laws (Spanish Fork City code Chapter 9.40)
- In accordance with local city, county, and state rules, guidelines, and laws, (Spanish Fork City code Chapter 9.40).
- Unit owners may use Fireworks on approved days. No other dates are permitted.
- Aerial fireworks are prohibited year-round. Ground Display Pieces and other 1.4G Explosives or consumer fireworks may be used at the Unit Owners best safety judgement.
- Fireworks, on authorized dates, may only be discharged in the street areas of the community. No fireworks shall be discharged on sidewalks, driveways, and rear patios or in close proximity to any common area or homeowner's unit.
- All firework debris should be cleaned and cleared from ground using proper disposal techniques.

Parking and Vehicle Repairs

Any vehicle may be towed at the owner's expense if it is in violation of Rules.

There is no parking on the streets. Each unit has exclusive use of four parking spaces; two in the garage, two in the driveway. Unit vehicles may not extend into the street. Extended or long-term parking and/or storage of recreation vehicles or recreation equipment outside of a unit garage is prohibited.

Repairs, oil changes, and other automobile servicing may not be made on common property. These types of activities should take place within the unit- garage.

A maximum speed limit of 10 MPH is mandatory.

Parking or driving on any portion of the lawn, emergency access ways, or between buildings, is prohibited. Repair or damage to the grass or sprinkler system will be assessed to the violator.

Visitor Parking

There is no parking on the streets. Visitor parking shall be in designated areas only or in the Unit owner's driveway. Each vehicle may only occupy one visitor stall at a time. Residents may NOT park in posted visitor parking spaces or dedicated US Postal parking. A visitor staying longer than 7 days is considered a tenant.

- Visitor parking shall be in designated areas only or in the unit owner's driveway.
- **Residents may NOT park in visitor parking spaces or dedicated US Postal parking.**
- A visitor staying longer than 7 days is considered a resident.
- **All vehicles in visitor parking between 1:00 am – 5:00 am must have a pass or be registered as an overnight guest.** Contact the property manager or a Board Member to register your overnight visitor or to obtain a pass. If a guest arrives after hours have them park in the driveway or on the city street until it is confirmed their vehicle has been registered with the HOA.
- Vehicles parked in visitor parking without a parking pass or overnight visitor registration will be towed at the vehicle owner's expense. Visitors may not park on the streets. Each vehicle may only occupy one visitor stall at a time.

Time limits for loading/Unloading RV's, moving trucks, trailers, containers, etc...

Active loading and unloading of RV/recreational vehicles should take place during daylight hours. No overnight parking of an RV shall be permitted.

Vehicles used for moving purposes shall have a 24-hour time limit for parking. This is for large tractor-trailer moving trucks and large U-Haul style trucks. U-Haul trucks should be parked in the driveway if possible and not on the street. If moving vehicles are kept overnight, they should be parked on Canyon Rd.

PODS or similar style containers must not be placed in the street for loading or unloading. This style of moving equipment is to be placed on a driveway only. The duration of a PODS or similar PODS style moving container is not to be used as a storage unit. The maximum allowable time for a PODS or similar style moving container in a driveway is seven days.

Vehicles that are being actively loaded or unloaded will not be towed.

If the vehicle is not being actively loaded or unloaded, the vehicle is considered parking and parking enforcement rules will apply.

Violation Procedures

Procedure for Reporting Infractions

Any Unit owner, who feels the Rules are not being followed and the situation cannot be resolved, may submit a detailed complaint to the Managing Agent.

The violation of any Rules of the Association will result in a penalty or fine imposed by the Association's Board of Trustees and shall be at the discretion of the Board of Trustees and the Managing Agent as per the following fee schedule.

- 1st offense: Warning, no fine imposed
- 2nd offense: \$50.00
- 3rd offense: \$75.00
- 4th offense: \$100.00
- All subsequent fines thereafter: \$150.00 for each occurrence.

All fines are due within 30 days of notice unless a written appeal has been submitted to the Board for review. Upon review, if the fine stands, the fine is due 30 days after the final determination.

Unit owners who wish to appeal a violation may submit a written statement to the Managing Agent or the Board to be reviewed at the next board meeting where a final determination on the violation will be determined.

PURSUANT TO UTAH LAW, the Association may impose charges for late payment of assessments, recover reasonable attorney fees and other legal costs for the collection of assessments and other actions to enforce the power of the Association, regardless of whether or not suit was initiated, and, after notice and an opportunity to be heard, levy reasonable fines for violation of the Declaration, Bylaws, and Rules of the Association. The

Association has a statutory lien on a unit for any assessment levied against the unit for fines imposed against its unit owner from the time the assessment of fine becomes due. Fines are payable with the maintenance fees and shall be collected pursuant to the Association's assessment collection policy. **Failure to pay fines will result in a lien against the owner's property.**

Enforcement Procedures

These enforcement procedures may be in addition to other provisions outlined in these Rules, the Declaration, Bylaws or Articles of Incorporation. The Association may at any time choose legal remedy or seek assistance from other enforcement authorities, such as police, fire or animal control. The Board of Trustees reserves the right to determine enforcement action on a case-by-case basis and to take other actions as it may deem necessary and appropriate to assure compliance with the Rules in order to create and maintain a safe and harmonious living environment within Somerset Village Townhomes.

The Association has the right to enforce all Rules, the Declaration, the Bylaws now or hereafter imposed, and/or levy fines.

The Managing Agent, if any, shall work with the Board of Trustees to ensure reasonable and consistent enforcement of these Rules.

The Association reserves the right to suspend voting rights of any Unit owner for any period an assessment against his/her unit is delinquent and unpaid for a period exceeding sixty (60) days.

Every Unit owner has the right to be notified, in writing, of any alleged violation of these Rules. This notification shall either be from the Board of Trustees or the Managing Agent. The notification will be specified in detail as to the violation and when it occurred, and shall include the date when the problem needs to be resolved to avoid incurring a fine.

An owner must contact the Board of Trustees and/or Managing Agent, in writing, for any special considerations outside the established Rules of the Association. The Board of Trustees will make a determination on the special request and contact the owner, in writing, as to the outcome. The Board of Trustees reserves the right to issue special exceptions on a case-by-case basis.