

GARDEN PARK HOMEOWNERS ASSOCIATION

COMMUNITY RULES

Enclosed is information which we hope will help you as a resident of Garden Park. It is your responsibility to familiarize yourself with these rules and to leave them in your unit when you move so the new resident will have access to them.

The Garden Park newsletter should be on our blog site (gardenparknews.blogspot.com) by the 20th of each month.

This replaces all previous copies of Garden Park Homeowners Association Community Rules. Please recycle the outdated copies.

This must be left in unit.

January 2013

GENERAL PROCEDURES

NUMBERS TO KNOW AND USE

Emergencies 911

Police 801-229-7070

TPM INC. (Total Property Management) 801-375-6719

PAYMENT OF MONTHLY CONDO FEES

Checks may be mailed to: Garden Park HOA

c/o TPM, Inc.

2230 N University Parkway # 7A

Provo, UT 84604

Please be sure to include your name and unit number on the check for correct accounting. Monthly condo fees are due on the 1st of each month; late fees will be added if received after the 20th of the month. You can also set up an automatic “bill pay” account with TPM and most banks or credit unions to make the payment.

TO REQUEST REPAIR OR MAKE SUGGESTIONS

Requests and suggestions may be mailed to TPM (address above), or call Rich Wells at TPM, 801-375-6719.

GARDEN PARK MANAGEMENT COMMITTEE

Garden Park is administered by a Management Committee, consisting of five (5) members elected by the homeowners at the annual meeting in September of each year. An Election Committee is appointed by the Management Committee to receive nominations and to administer the voting procedures such as mailing absentee ballots, observing the balloting on election day, and tabulating the results of the election.

The Management Committee is responsible for reasonable control, operation, management, and repair of the common areas and facilities. Meetings are held on a regular basis and are open to all homeowners with the exception of executive sessions called to discuss matters of a personal nature which might violate the rights of privacy of an individual. Call TPM for date of next meeting, or check the blogspot address (gardenparknews.blogspot.com).

RESPONSIBILITIES OF HOMEOWNERS AND RESIDENTS

Condominium living, “ownership together”, is not carefree. Garden Park is a community of homeowners and should be looked upon in the same way as a neighborhood of single family homes. An ongoing commitment and willingness from all residents to get along with neighbors and follow community rules is required. The following COMMUNITY RULES are based on the By-laws and may be revised as necessary. A copy of the By-laws is available to the homeowners from TPM. These rules apply equally to owners and renters, with the exception of voting which is limited to homeowners only. Owners are automatically members of the Garden Park Homeowners Association, entitled to one vote per unit, and are financially obligated to help maintain the common areas. Voting is done to elect members of the Management Committee and may be used for some types of decisions as well.

BASIC RESPONSIBILITIES

1. The use of the condominium is restricted to Single Family Dwellings as defined in the Revised By-laws (1983) to include: (a) husband/wife and unmarried children; (b) single parent and unmarried children; and (c) not more than two unrelated single adults.
2. A monthly HOA fee is due and payable the first day of each month and may be mailed to TPM (address on page 1). The payment is considered past due after the 20th of the month. A fine of \$10.00 per month will be charged for delinquent accounts. The By-laws prohibit any deductions from the HOA fee.
3. Residents shall not make or permit excessive or unreasonable noise that interferes with the rights, comfort, or convenience of other residents. Quiet time in Garden Park is between 10:00 p.m. and 8:00 a.m., when all avoidable noise is not permitted; however, excessive or unreasonable noise at other times is also prohibited.
4. Any damage to buildings, recreational facilities, common areas, landscaping, or other equipment shall be repaired at the expense of the homeowner/resident responsible for the act or the person causing the damage. This includes damage to the sprinkling system, lawn, and/or other parts of the common areas.
5. **PETS:** Orem City Ordinance #447 will be used to enforce the city leash law and any other nuisance caused by pets, such as excessive barking. Pet owners are responsible for keeping the area clean of excrement. A \$100.00 fine will be given to a resident if they are caught not cleaning up after their pet. If a pet becomes obnoxious to other residents, the pet owner will be warned and expected to correct the problem. If the problem is not corrected in a reasonable length of time, the owner will, upon written notice from the Management Committee, be required to get rid of the

pet. This can and will be enforced by using law enforcement officers if necessary. Animal Control (801-785-3506) should be notified to pick up animals running loose.

6. Suggestions to improve the management of Garden Park should be submitted in writing to TPM. Residents may request to be on the agenda of the next Committee meeting by submitting a written request three (3) days or more before the next scheduled meeting, to any Committee member.

COMMON EXPENSES

1. Water and sewage costs are some of the highest monthly expenses paid out of the management fee. Please do not leave water running longer than necessary. Keep sink and shower faucets and toilets repaired or replaced.
2. Outside common area lights are replaced by the Homeowners Association. Call TPM to report all maintenance problems. Give your name and phone number as a contact reference.
3. Deposit all garbage in the containers located in the parking areas. Wet garbage should be kept to a minimum and placed in tied plastic bags, especially in the summer. Please crush or break flat all boxes or similar materials. DO NOT place appliances, furniture, carpet, mattresses, construction materials, etc., in the dumpsters.
4. Outside contractors are hired by TPM for some of the maintenance. Residents should not request workers to do repair work on any unit, or send workers out of Garden Park on private business, during working hours. ALL REQUESTS FOR REPAIRS, ETC., MUST BE MADE IN WRITING TO TPM.
5. Agents of the Management Committee, contractors, or workmen authorized by the Management Committee or by TPM may enter any unit, at any reasonable hour of the day, for purposes permitted under the terms of the *Declarations, Conditions, and Restrictions, By-laws, or Management Agreement*. Except in the case of emergency, entry will be made by pre-arrangement with the owner or resident. It is suggested that an extra key to the unit be left with a trusted friend or neighbor.

PERSONAL EXPENSE

1. Each owner is expected to maintain the interior of the unit. Any interior damage resulting from water should be reported to the Committee as soon as possible to determine if it is common property or personal property. This should be done before a damage claim is initiated. Garden Park Homeowners Association will not be held responsible for any expenses incurred by homeowners/residents for insurance claims, legal advice, or repair work without prior written

authorization. NO CLAIMS WILL BE CONSIDERED AFTER A PERIOD OF THREE (3) MONTHS.

2. In addition to decorating and keeping the interior of the unit in good repair, the owner shall be responsible for maintenance or replacement of any plumbing fixtures, heating, and air-conditioning equipment, compactors, dishwashers, disposals, ranges, etc., that may be in or connected to the unit. (*By-laws: Article VII, Section 3*).

“Each unit owner shall promptly perform or cause to be performed all maintenance and repair work within any of said units owned by him which, if omitted, will adversely affect the building in which said unit is located in its entirety... and shall be liable for damages for any failure on his part to do so.” (*By-laws: Article VII, Section 6*).

3. The owner/resident assumes the responsibility for any repair work inside the unit and for paying the bill. Do not send the bill to the Management Committee or TPM. It will be returned to the issuing person or company. Bills for water damage may be paid by the owner/resident and then submitted to TPM for insurance reimbursement consideration. TPM will contact the insurance company. The By-laws state that “... each unit owner will be responsible for securing and maintaining insurance coverage on the interior of his/her unit and furniture, appliances, and all personal property which may be in or on his/her unit”. (*Article V, Section A*).

According to new Utah State law, the deductible part of the insurance is handled as follows:

A. Garden Park pays the deductible for common area insurance claims.

B. The unit owner pays the Association’s insurance deductible for problems and damages inside his/her unit. The HOA’s insurance does not cover personal contents. The current HOA deductible is \$25,000. You will be mailed a notice in writing should this deductible amount change. If in doubt when setting up your personal insurance, contact the manager or current HOA insurance carrier to find out the amount of the current deductible

C. The deductible is prorated between all units involved in a common problem or damage within multiple units.

D. PERSONAL HOMEOWNER INSURANCE FOR EACH HOMEOWNER TO COVER THE HOA DEDUCTIBLE AND CONTENTS IS STRONGLY RECOMMENDED BY MANAGEMENT. INSURANCE MAY BE OBTAINED FROM ANY AGENT.

USE AND MAINTENANCE OF COMMON AREAS

All areas external to the residential buildings and patio fences are defined as COMMON AREAS. Common areas are jointly owned and are maintained from the condominium fees under the direction of the Management Committee for the use and enjoyment of all residents. *Common areas may not be permanently occupied by personal or private items or secured for personal or private use.* All personal items placed on or in common areas for any length of time must obtain permission of the Management Committee, in writing, and permission must be renewed if the item is left in place longer than one year.

1. Landscaping Garden Park is under the responsibility of the Management Committee; however, if residents wish to add to the present landscaping, and if it does not detract from the beauty of Garden Park, they may do so. Resident must obtain clearance from management about removal of landscaping and also about replacing the landscaping. It is understood that the resident also accepts the cost of such changes.
2. Residents using common porches, stairways, and basement areas will share the responsibility of cleaning said areas and should keep them clean at all times. Residents will share the responsibility of using the ice melt, provided in buckets in the entrance ways, to eliminate residual ice and snow on the sidewalks. The walkways in front of the units, and the entrance ways to the units, as well as to parking places in the parking lots, shall not be obstructed or used for any other purpose than for ingress or egress from the units or parking places.
3. Children should not play or leave their toys, bicycles, etc., in entrance ways, driveways, or on the grounds in a manner which could cause obstruction to other residents, damage to the landscaping, or damage to the sprinkling system. Please use the sidewalks instead of making paths across the lawns.
4. Residents who leave personal items on common areas will receive a warning letter to remove their item(s); if they do not, they will be fined \$25.00 to have it removed.

BUILDING MAINTENANCE

1. Exterior common area maintenance is done by the Association. No changes shall be made to the exterior of any building (painting, decorations, attachment of equipment, awnings, antennas, satellite dishes) without a written request from the homeowner and approval from the Management Committee. *Unauthorized changes will be corrected at the owner's expense.*
2. The Management Committee assumes no responsibility for loss or damage of items stored or placed on patios, storage rooms, or stairways.

3. Entrance ways are to be kept clean by the residents in the units involved. Basement drains in the hallways are NOT hooked to the sewer system and drain very slowly.

WINDOW and BUILDING POLICIES

Policies are established as a guide to help the Management Committee determine how to use the common funds to cover the needs of the complex with proper equality for all. In any case, all requests or notifications must be submitted within THREE (3) MONTHS.

WINDOWS

The following is the policy established for replacing and repairing windows or leaks around windows, pertaining to the Garden Park Condominium Association. All work pertaining to leakage around windows, repair of windows, or replacement of windows must be referred to and approved by TPM in writing before any work, labor, repair or replacement is done. Otherwise the full responsibility of payment falls on the individual condo owner.

1. Repair of water leakage through the window from the outside is the responsibility of the Association.
2. Replacement of all windows, broken or not, are the responsibility of the condo owner unless the fault of leakage can be traced to the Association, such as a window being broken by a worker hired by the Association.
3. Moisture development between double pane windows does not require replacement by the Association or the owner since it does not present a hazard to the building or to the resident, but merely presents itself as an inconvenience, and in most cases the cause cannot be determined. If the owner wants to replace it, he/she may do so at his/her own expense.
4. Some windows, depending on the circumstances, may be replaced with some help from the Association if it is judged to be a hazard to the resident or the condominium complex, but the request for replacement must be submitted to TPM for approval before any work is done.

BUILDINGS

1. All repairs to the outside of the buildings are the responsibility of the Association. A survey is made twice a year to determine work that must be done. Residents should report in writing any suggestions for repairs to the outside of their condominiums.
2. All repairs on the inside of the condominium and patio areas are the responsibility of the owners. Fences around the patio areas on the ground level are repaired by the Association. New additions to said fences are the responsibility of the owner, unless the Association agrees to share

in the cost, in which case the Association must be notified and must give its approval in writing before any work is done.

PLUMBING POLICY

The following policy has been adopted to help clarify the responsibility for repairing and paying for plumbing problems. Condominium owners should handle problems themselves before presenting them to the Association. In any case, all requests and notifications must be submitted within THREE (3) MONTHS.

GENERAL RESPONSIBILITY

1. The owner assumes full responsibility for all plumbing work and repairs, unless it can be shown and verified by a qualified person that the cause of damage or needed repair is due to faulty workmanship in the original construction and/or is outside the confines of the owner's unit. If the problem is outside of the confines of the owner's unit, the Association should be notified IMMEDIATELY before any work is done, continued or completed. Otherwise, the homeowner will be held responsible.
2. The owner has the responsibility for any repair work inside his/her unit and any damage resulting from any action, or lack of action, by the owner which causes damage to another unit.
3. The responsibility will be divided among the owners wherein one or several units are involved, unless fault can be shown to the contrary; then the owner(s) causing the problem or damage is/are accountable.
4. Garden Park is responsible for the common areas.

CLOGGED DRAINS

1. All clogged drains or pipes are the responsibility of the condo owner(s) unless it can be shown that the clog is caused by circumstances or factors not related to a particular unit or its owner(s).
 - a. If the clog is within the confines of a unit, the owner of that unit is responsible for its repair. If the clog blocks only one unit, no matter where it is located, it is the responsibility of that unit owner to repair it. (In this case only one unit is involved and that unit has caused the problem.)
 - b. If the clog is outside a unit proper, and above the drains of the lower units but blocks the drains of the two upper units, the responsibility is that of the two upper owners to repair it unless reason can show that one or the other could not have caused the problem. Example: One unit has been empty and the plumbing has not been used.

c. If the clog is directly below the two lower units and blocks the drains of the two lower units, it is the responsibility of the two lower unit owners to repair it unless reason can show that one or the other unit could not have caused the problem. (Where the clog is immediately below the lower units, it has been determined that the problem is generally caused by the two lower units.)

d. If the clog is some distance from all four units, then it is the responsibility of all four unit owners to repair it, even if the two upper levels are not having any problems, unless reasons can be given to show that one or more of the other units could not have caused the problem.

2. The repair and cleaning of drains clogged by plant growth, by substances not related to condominium usage, or by faulty plumbing during the original construction will be the responsibility of the Homeowners' Association.

BROKEN PIPES

1. All broken or leaking pipes, or any other plumbing problem inside the confines of a unit, is the responsibility of the unit owner.

2. A broken or leaking pipe outside the confines of the unit is the responsibility of the Homeowners' Association unless it can be determined that the damage has been caused directly, or indirectly, by a unit resident or owner. If the problem is caused by a unit resident or owner, then the cost of repair will be held by that owner.

3. The repair of a leaking pipe in the basement of some units is the responsibility of the unit owners, since these areas are owned individually; however, if it can be shown that the plumbing was improperly done during the time of the original construction, the Association will assume the responsibility.

WATER MAINS

We hope this is a page that you will never need to use, but sometimes emergencies do occur which require turning off water to an entire building to prevent damage. Please be familiar with where the water main is that affects you. Also, please be aware that :

ALL OTHER RESIDENTS IN THE BUILDING MUST BE NOTIFIED BEFORE TURNING OFF A WATER MAIN.

<u>Building</u>	<u>Location</u>
1	#277 – utility room
2	#261 – utility room
3	#239 – basement
4	#221 – basement
5	#205 – basement
6	#189 – basement
7	#181 – hallway wall
8	#165 – basement
9	#149 – basement
10	#138 – basement
11	#154 – basement
12	#184 – basement
13	#196 – corner of hallway
14	#202 – N. corner of hallway
15	#232 – W. corner of hallway
16	#238 – E. corner of hallway
17	#254 – utility room
18	#270 – utility room

VEHICLES, CARPORTS, AND PARKING

1. Residents and guests must observe reasonable speed (posted at 10 mph), caution, and traffic signs when driving in Garden Park. Excessive horn blowing is prohibited.
2. Vehicles, or other obstacles, should not be parked or placed as to impede ready access to another's parking spot. Vehicles in violation of this may be towed at the owner's expense. *Residents may not use another's assigned space without receiving prior permission from the owner of that space.* Residents may not use common area space for personal or private purposes without written permission from the Management Committee.
3. Guest parking (green curb) is limited and must be reserved for guests. If guests plan to stay for more than three (3) days, please contact a member of the Management Committee to make other arrangements. Residents who use guest parking spots for their personal use will have their cars towed away without warning at their expense.
4. Red curb areas are to be kept clear at all times for EMERGENCY VEHICLES. Vehicles parked in red areas will be towed without warning at the owner's expense.
5. Each resident of Garden Park has two parking spaces, one covered and one uncovered. Residents with more than two cars need to make arrangements to use an additional space. Guest parking spots are not to be used for extra vehicles of residents.
6. Vehicles that need major repairs, or are inoperable and unsightly, should not be stored in parking areas. Tires must be kept inflated. Failure to do so will result in towing at the owner's expense.

DRYER VENTS

The cleaning and maintenance of dryer vents is the responsibility of the owner or resident. Clogged vents can cause fire and will require much longer time to dry clothes.

RV STORAGE AREA

The rules governing the RV area have been established so that all residents can be treated as fairly as possible. **Garden Park assumes NO responsibility and is not liable for RVs in the storage area.** Those who use the RV area will be responsible for the upkeep and cost of the area.

1. \$25.00 per space per month (for one RV) is due on the 1st of each month, along with your condo fee. If the registered user/owner is delinquent more than 30 days, a \$25.00 late fee will be charged, and RV may be towed at owner's expense.
2. RV storage is for RV vehicles only! (RV is defined as a motor home, trailer, boat, or similar vehicle.) Vehicles must be operable and in good condition.
3. A \$50.00 refundable key deposit is required. (If a security problem arises and new keys need to be made, the cost will come out of the \$50.00.)
4. Only residents of Garden Park (NOT owners who rent their units) are eligible to use the RV area. Special allowances must be obtained from the Management Committee in writing.
5. All vehicles using the RV lot must register with the manager of the RV lot. Any vehicle that is placed in the RV area without registering it will be towed away at the owner's expense.
6. Management fees (condo fees) must be current to rent an RV storage space.
7. Keys are to be used by owner of rented RV space only. Owner will not give key or admittance to anyone else to RV area. Violation of this rule will result in forfeiture of the key and removal of the RV at owner's expense.
8. Only one RV vehicle per space (in the RV lot) is permitted. Any exceptions must be in writing from the Management Committee. They reserve the right at their discretion to revoke any and all special allowances.
9. Those who rent a space must provide a photocopy of proof of ownership to the manager of the RV lot (manager's name and phone number are printed on back of monthly newsletter).
10. The registered owner of the rented space agrees to keep any RV within the designated lines of the RV storage parking space.

Any questions regarding the RV area may be directed to the RV lot manager or to TPM.

CLUBHOUSE

The clubhouse and its facilities are intended for social functions involving residents' families and friends. **The use of the clubhouse on a regular basis or for financial gain is prohibited.**

1. Management (condo) fees must be current to be eligible to use the clubhouse.
2. The clubhouse may be reserved by calling the person listed in charge of it (name and phone number found on back of monthly newsletter). If it is available when you wish to rent it, a \$20.00 usage fee must be paid in order to receive the loan of the key.
3. Reservations may be made up to one year in advance. HOWEVER, a resident may not repeatedly reserve the clubhouse for the same holiday.
4. While using the clubhouse, a resident adult (age 18 or older) must be present at all times.
5. Use of the pool is NOT included when reserving the clubhouse. This is because of possible water damage to the clubhouse facilities. Wet swimwear is not allowed in the lounge areas of the clubhouse.
6. The resident who reserved the clubhouse is responsible for cleaning it after each use. This includes using the vacuum cleaner, removing all food from the refrigerator, and cleaning tables, stove, bathrooms, etc. AND gathering all garbage and taking it to a dumpster outside.
7. Animals are not allowed in the clubhouse.
8. Gatherings at the clubhouse should terminate by 10:00 p.m., and the key be returned to the person who is in charge of the clubhouse.

SWIMMING POOL RULES

The pool and pool area are for the use of residents and their invited guests between the hours of 9:00 a.m. and 10:00 p.m. daily. Access to the pool requires the use of a key, which may be obtained for each unit from TPM. If the key is lost, a second key may be obtained with a non-refundable deposit of \$50. (See #12 below for owner/renter key policy.)

The pool keys are not to be loaned to non-residents for any reason. If people are in the pool after 10:00 p.m., you may ask them to leave. If they fail to do so, call the police and report trespassing. You need not identify yourself to the police. Residents who are not current in the management (condo) fees, or who abuse the key policy, forfeit their pool privileges.

NO LIFEGUARD is on duty at the pool. Swim at your own risk.

1. Management fees must be current to be eligible to use the swimming pool.
2. All children under 14 years of age MUST be accompanied by an adult.
3. Residents from ages 14-18 may have one guest only, without an accompanying adult.
4. Residents and owners are responsible for the conduct of their guests or their tenants. Please avoid rough play and running in the pool area.
5. **NO FOOD OR GLASS OF ANY KIND** is allowed in the pool or pool area. Only non-alcoholic beverages in plastic containers and aluminum cans are allowed in the pool area.
6. People in wet swimsuits are not to be in the lounge areas of the clubhouse. The bathroom facilities are in the basement, and access is through the patio door only. Abuse of the bathroom will result in a \$25.00 fine and a charge for the damage.
7. Please keep volume of music and voices down.
8. Conventional swimwear is required. Babies need TIGHT-legged plastic pants over diapers. **THE ONLY DISPOSABLE DIAPERS ALLOWED IN THE POOL ARE THOSE DESIGNATED AS "SWIM DIAPERS"**. If this is not obeyed, babies will not be allowed in the pool.
9. Remove suntan oil before entering the pool to avoid damage to the pump.
10. When pool is crowded, remove unnecessary paraphernalia and be especially watchful of children.
11. **NO SMOKING OR ALCOHOL ALLOWED IN THE POOL AREA.**

12. Keys will only be given to condominium owners. Renters must obtain a key from the owner. This will be strictly enforced, due to much past abuse.

13. DO NOT USE YOUR KEY TO OPEN THE GATE FOR ANYONE. RESIDENTS WILL HAVE THEIR OWN KEY. OTHERS ARE NOT PERMITTED IN POOL AREA. ALWAYS CLOSE THE GATE SECURELY. PROPPING THE GATE OPEN IS PROHIBITED.

Garden Park Management Committee reserves the right to refuse access to the pool to residents who violate the pool rules!