

WHISPERING WILLOWS

HOMEOWNERS ASSOCIATION

RULES AND REGULATIONS

Amended February 2025



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facebook.com/whisperingwillowstownhomes

ALSO KNOWN AS CC&R'S. THIS BOOKLET IS MEANT TO COMPLIMENT THAT DOCUMENT.

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ASSOCIATION RULES AND REGULATIONS

The HOA Board of Trustees feels it is essential to adopt rules and regulations governing the use and operation of the Whispering Willows Community. All rules in this booklet will become effective 30 days after adoption by the Board.

The following rules and regulations were passed by majority vote by the Board of Trustees (the “Board”), on January 21, 2010. The Board has the responsibility and obligation to determine and enforce whether these Association Rules and Regulations have been violated. It is encouraged that all residents refer to these Rules, The Declaration of Covenants, Conditions, and Restrictions dated December 4, 2007, and recorded in the Utah County Recorder’s office on December 13, 2007, as Entry No. 172284:2007 pages 1 through 37 (the “CC&Rs”). Please contact the Association Officers or the Board if they are unsure of a specific act being in violation of said Rules.

The “Managing Agent” is the property manager, or management company, hired by the Board to act as an Agent of the Board as directed by the Board, in matters including, but not limited to, the enforcement of the Rules, contracting maintenance work, management of funds, and levying of fines. The current Managing Agent is TPM, Inc. (Total Property Management, Inc.). The Association’s contact at TPM, Inc. is Rich Wells at #801-375-6719.

WHISPERING WILLOWS ZONING

The Association expects the Owners to comply with Spanish Fork City zoning requirements for the project, R-1-6. Therefore, violation of the Single Family zoning is in 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, adoption as a parent, child, grandparent, grandchildren, brother, sister, uncle, aunt, nephew, niece, great grand-children, 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 a 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.

For further explanation, please see Section 2.3 of the CC&R's regarding Land/Lot Use.

ASSOCIATION DUES

Pursuant to Section 8.1 of the CC&R's labeled "Covenant for Assessment", all owners must pay an annual assessment. The Board has voted that the annual assessment shall be collected in equal monthly installments. Payments can be made through the following options:

- Check or Money Order, payable to TPM, Inc. at 2230 North University Parkway Building 7A, Provo, Utah 84604 either hand delivered or appropriately mailed
- Electronic Withdraw Payment

The Board may take any or all of, but not limited to, the following actions regarding delinquent accounts:

- HOA Fees are due the 1st of the month and late after the 15th. A late charge in the amount of \$10.00 will be assessed to the Owner who fails to meet the deadline of the 15th. Payments must be received by the 15th of the month to avoid the late fee.
- Additionally, a late charge of twelve percent (12%) 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 due date to avoid any interest accruing on the account.
- A Lien will be placed on units for the amount owing plus accruing interest, fines, and any other amounts incurred from such delinquencies after 3 months late. All fees associated with the placement of the Lien will also be the sole responsibility of the Owner.
- Delinquent accounts will be sent to collections after 6 months late. All collections fees will be the responsibility of the Owner.

INSURANCE POLICY/ CLAIMS

The Whispering Willows HOA is required to carry a Liability Insurance Policy and Casual Insurance on all insurable improvements and fixtures of the Common areas. As per Section 9.5 of the CC&R's, a Unit Owner is responsible for their own Insurance Policy on each individual unit as per state law.

If a Unit Owner has questions about the current 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 Board or their designee must be informed on all claims that include the Association policy.

ARCHITECTURAL REVIEW COMMITTEE

In accordance with Section 2.2 of the CC&R's, any owner desiring to accessorize, enhance, replace, or otherwise modify the exterior of the unit or limited common area (including patios, decks, and driveways) such that it is visible to others, must first submit plans in writing to the Board, or their designated Architectural Review Committee (if existing). Any such work done without written approval of the Board or said Committee may result in fines, and/or costs of replacement or repairs to reestablish the visual appearance in accordance with the CC&R's. All repairs and reform to the affected area will be done so at the cost and responsibility of the Owner to return the exterior to the original state.

The following will help ensure consistency and unity in the visual appearance and proper maintenance of all common areas, limited common areas, decks, and the exterior surfaces and roof of the Units:

- Antennas (including telephone, short-wave, television, but not satellite dishes as discussed below) are not permitted on the exterior of the Unit. These may be approved by the Board and placed such that they are not visible from the street or directly in front of the Unit.
- 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 coverings.
- Exterior patio shades, blinds, and/or awnings (including, but not

limited to matchstick blinds) are prohibited unless approved in writing by the Board.

- Outdoor umbrellas and other such shade devices that are not attached to the Unit are acceptable.
- Plans to use or install Storm/ Security Doors must be submitted, reviewed, and approved by the Board. Accordingly, plans for any door must be submitted, reviewed, and approved by the Board.
- Unit addresses may not be adjusted or changed. Please refer to the CC&R's for further details as needed.
- Exterior porch light fixtures may not be altered by the Unit Owner without prior permission from the Board. Replacement of the exterior porch bulbs 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 walls. The upkeep of the front door and porch of the Unit is the sole responsibility of the Owner.
- Exterior door colors may not be changed without approval from the Board. Over-thedoor hooks (for wreaths, welcome signs, and the like) are preferred instead of permanent fixtures.
- Any deck color desired other than the natural wood color existing must be submitted, reviewed, and approved by the Board.
- Evaporative cooling units, "Swamp Coolers", are not permitted. No window mount, roof mount, or door mounted cooling device shall be installed.
- Driveways, unit entrances, rear patios and/or decks (or underneath decks), are not to be used as storage areas. Many rear patios or decks are limited common areas and must be kept in a clean, safe, and sanitary condition. Clothing, rugs, or other similar items may NOT be hung from windows, decks, or any other outside area of the unit.
- Outdoor carpet (such as "Astro-Turf"), with prior written approval of the Board, will be allowed on the deck/patio, and always kept in good condition.
- No chicken wire, or other fencing materials, is allowed, other than what is in accordance with the CC&R's.
- Toys not collected or put away at the end of the day may be subject to

finer. Any toys found neglected or forgotten after ample time, as decided by the Board, will be collected and stored for donation.

SUB-COMMITTEES

The Board reserves the right to elect other “sub” committees to enforce, oversee, and maintain special divisions of the Rules and CC&R’s. For example, an Architectural Committee, a Pet Committee, a Maintenance Committee, etc. can be established. Each committee created requires the membership of at least one active Board member. The “sub” committees are bound by these Rules and will be governed by the Board.

SATELLITE DISHES

DSS (Digital Satellite Systems) Dishes are allowed, provided the Owner meets the following criteria:

- Dishes may not exceed 1 meter in size.
- Dishes must be placed on the roof directly above the Owner’s unit.
- No cables or other running wires may be exposed on the outside walls or roof.
- Dishes must be properly grounded in compliance with all local and state electrical codes.
- Any damage caused to the roof, walls, or other areas of the community because of the installation or removal of the DSS is the sole responsibility of the Owner.

LANDSCAPE RULES

No planting or gardening shall be done in ground except as approved by the Board. Owners are encouraged to use their best judgment in placing, planting, or displaying plants, flowers, crafts, pots, flags, etc. The Board reserves the right to declare items a community nuisance and to request the item’s removal at the Owner’s expense. If the Owner has any questions regarding additional landscape or gardening, please contact the Board or Managing Agent for advance approval.

The hired Landscape service is responsible for the upkeep of the Common Areas including trees, grass, bushes, etc. Landscape (trees, bushes, grass,

etc.) may not be removed by the Unit Owners. If there is a problem or concern regarding any landscaping (i.e. the removal thereof), please contact the Board or the Managing Agent for support.

Pots must be well maintained and may not be a nuisance to others, nor excessive in size.

Owners who violate the Landscaping rules are subject to the fine schedule, and/or their privilege of planting may be taken away.

SPRINKLERS AND LAWN WATERING

Any unauthorized person found changing the watering schedule by adjusting timers or manually changing the watering system itself will be fined. Unit Owners may use their own hose or faucets if they feel additional watering is needed. If the Owner feels that the Common Area needs to be watered differently, please contact the Board or Managing Agent with the locations of concern.

COMMON AREAS AND GROUNDS

No nuisance shall be allowed on Whispering Willows property, whether written, verbal, physical, implied, or the like. Any use or practice which is the source of annoyance to others, or interferes with the peace of the community will not be allowed.

All parts of our community shall be kept in a clean and sanitary condition. No rubbish, trash, refuse, or garbage is allowed to accumulate nor any fire hazard to exist. Main entrances, streets, sidewalks, and grass areas shall be kept free of obstacles such as garbage cans, toys, trash, bicycles, boxes, furniture, car parts, etc.

No motorized vehicles are permitted on the grass areas, sidewalks, playgrounds, etc...

Absolutely no hot tubs, Jacuzzis, Saunas, or hot baths are permitted.

All Unit Owners will be held responsible for any damage or abuse to any property caused by themselves, guests, children and/or their pets or guest's children or their pets. Said property includes playground equipment, trees or shrubbery, signs, dog posts, monuments, lighting, benches, etc. Owners will be charged for the repair or replacement of the damaged item(s).

Garage sales are allowed within the bounds of Owners own garage. Garage sales and the items for sale are not to block traffic or occupy sidewalks, streets, or driveways in any way.

If an Owner witnesses a violation, the event should be documented, and if possible, a photo taken of the inappropriate behavior, and sent to the Managing Agent.

PETS

Please be considerate of your neighbor and help keep the complex clean. Pets should be an enjoyment to their Owners and not a nuisance to others around them. If ANY violation persists, Spanish Fork Animal Control may be called. Please be mindful of these rules as they pertain to every pet:

- The Municipal Code of Spanish Fork City Title 6, Utah County, and the State of Utah contains regulations with regards to pets, and Whispering Willows has adopted those regulations to be in accordance with the City. Unless otherwise stated, the Municipal Code applies. The Municipal Code with regulations to pets can be found at www.spanishfork.org, under the link of “eServices”.
- Pets are limited to two or less per household.
- Pets may not be left unattended.
- Pets may not be tethered or leashed to trees, doorknobs, grills, attached or detached furniture or patios without proper supervision.
- The Owner of the pet(s) shall have the responsibility to pay for property repair from damage caused by the pet(s), including damage to any landscaping, sod, etc.
- 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 to run “at large” with no leash attached, even if the Owner of the pet is right beside them. Pets must be on a leash at all times. If any animal is running loose and the Owner cannot be located or does not comply, notify the Spanish Fork Animal Control at 801-851-4080 (ask for Animal Control). Spanish Fork City Code 6.04.070
- It is unlawful for the Owner of the pet not to immediately remove excrement deposited by the pet on any common property. Spanish Fork

City Code 6.04.130

- 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 neglected or abused, please contact Animal Control at 801-851-4080. Please contact the Managing Agent for infractions or rules to be enforced. Any infraction of these rules will result in the appropriate fines. Please see the fine schedule.

TRASH AND LITTER

Unit Owners must remove furniture, appliances, car batteries, car parts, paint cans, mattresses, tires, and all hazardous materials, or other uncollectible items from the community. Unit Owners who violate this policy will incur the Association fines, and any extra charges associated with the removal of such. Any questions regarding what is considered hazardous or not, 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. Cigarette butts, cigarettes, and their packages are considered trash and will incur fines as such. Please see the fine schedule.

Garbage cans and Recycle cans must be stored on or adjacent to the property driveway or inside the Owner's garage. Garbage cans may not be placed for pick up any earlier than the evening before pick up day. Garbage cans must be moved back to their approved location as quickly as possible after the trash has been removed.

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, (i.e. radios, TV's, power tools, hammering, voices, vehicles, motorcycles, musical instruments, amplifiers, or any other devices emitting noise) are permitted at that time. Residents should use reasonable care to avoid loud noises that might interfere with the comfort, peace and enjoyment of any other resident or neighbor.

Please be courteous when having a party. Notify your neighbors when possible if you are having a party and believe noise may be an issue. Remember to be considerate if you are coming home between quiet hours, as your neighbors' windows may be open.

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

Fireworks may NOT be discharged at any time or anywhere on the premises except as follows:

- In accordance with the local city, county, and state rules, guidelines, and laws.
- Unit Owners may under their best judgment safely use Class C or Consumer Fireworks on approved days. No other days permitted.
- On authorized dates, fireworks may be discharged from the street, and done so using the most caution possible by the user.

PARKING AND VEHICLE REPAIR

Any vehicle may be **towed/booted/ and/or fined** at the Owner's expense if it is in violation of the Rules. There is no parking on the streets, sidewalks, or driveways. No double parking. Each unit has their own exclusive use of their garage. Vehicles may not be parked in the garage and extend into the street or block the sidewalk. Repairs, oil changes, and other auto servicing may not be made on common property. Please conduct these activities within the unit owner's garage.

A maximum speed limit of 10 MPH is required on community streets. Parking and driving on any portion of grass, lawn, sidewalks, or between buildings is prohibited.

Neglected vehicles, including non-operable and/or abandoned, may not park in open parking spaces.

A VEHICLE IN OPEN PARKING IS CONSIDERED NEGLECTED IF IT HAS NOT MOVED FOR OVER 72 HOURS. Any vehicle that needs to be parked for 72 hours without moving should be parked in the garage or on the city street. Due to limited open spaces we cannot accommodate long-term (over 72 hours) parking in common parking

A ONE-TIME WRITTEN WARNING will be placed on neglected, non-operable, unmoved, or abandoned vehicles. If the vehicle has not been removed within 24 hours thereafter, the Association shall have the right to remove the same without liability, and do so at the expense to the vehicle owner. If the same neglected, non-operable, unmoved, or abandoned vehicle is found in violation of this policy again it may be towed

WITHOUT WRITTEN WARNING. In addition, fines may be levied

according to the fee schedule included in the HOA community rules.

TIME LIMITS FOR LOADING/UNLOADING, RV's, MOVING TRUCKS

Active loading and unloading of RV/ recreational vehicles should take place during daylight hours. No overnight parking of RV's is permitted.

Vehicles used for moving purposes shall have a 24 hour time limit for parking. Please park the truck on Ridgefield Road overnight, if needed.

PODS or similar style storage containers must not be placed in the street for loading or unloading. PODS are not to be used as a storage unit.

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

Driver must be found within close proximity of the vehicle. If the vehicle is not being loaded or unloaded, then the vehicle is considered parked and parking rules will be enforced.

SAVING / RESERVING PARKING

Open vehicle parking is on a first come first serve basis for ALL community members. There are no reserved parking stalls in the community. Saving a parking stall is considered reserving a parking stall, and is not permitted. Moving a vehicle to an adjacent stall for the same purpose is also not permitted and considered a violation . Therefore, "saving" a parking stall for your own exclusive personal use does not free up spaces for other community members to utilize.

A ONE-TIME WRITTEN WARNING will be placed on vehicles observed saving/reserving open parking spaces. Written warnings may also be sent directly to the owner/resident. If the vehicle has not been removed within 24 hours thereafter, the Association shall have the right to remove the same without liability, and do so at the expense to the vehicle owner. If the same vehicle or other vehicles from the same residence is/are found in violation of this policy again it may be towed **WITHOUT WRITTEN WARNING**. In addition, fines may be levied according to the fee schedule included in the HOA community rules.

LANDLORDS/TENANTS

Landlords are responsible for their tenants and any rule violations caused by such. Any fees or damages resulting from tenant misconduct are payable by the Landlord with the expectation they will pass on the charges to their tenant. Landlords are responsible for informing their tenants of Whispering

Willows HOA Rules and the corresponding CC&R's and are ultimately liable for tenant infractions in any limited or common areas (e.g. removing excrement of pets).

VIOLATION PROCEDURES

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. Please include the date, time, location, and if possible any photo of the infraction.

The violation of any Rules of the Association will result in the corresponding penalty or fine imposed by the Board and shall be at the discretion of the Board and the Managing agent for fine in sued (see Fee Schedule). The fine schedule is subject to change at any given time dependent upon the misconduct and/or compliance of Owners. Adequate notice will be given to the Unit Owners should the fine schedule be amended.

Owners who wish to dispute a violation must submit a written statement to the Managing Agent or the Board to be reviewed at the next calendar Board meeting where a determination on the violation will be made.

All fines are due within 30 days of the notice unless a written dispute has been submitted to the Board or the Managing Agent. Upon review, if appeal is denied, the fine is due 30 days after Board's determination of the appeal.

PURSUANT TO UTAH LAW, the Association may impose charges for late payments 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 violations 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 or fines imposed against its Unit Owner from the time the assessment or fine becomes due. Fines are payable to the Managing Agent and shall be collected pursuant to the Association's collection policy.

FAILURE TO PAY FINES WILL RESULT IN A LIEN AGAINST THE OWNERS PROPERTY. BE DILIGENT IN PAYING YOUR DUES.

ENFORCEMENT PROCEDURES

These enforcement procedures may be in addition to other provisions outlined in the Rules or the CC&R's. The Association may at any time choose legal remedy or seek assistance from enforcement agencies, such as

police, fire, or animal control. The Board reserves the right to determine 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. Our goal is to maintain a safe and harmonious living environment.

The Association has the right to enforce all Rules and the CC&R’s now or hereafter imposed, and/or levy fines as necessary. The Managing Agent will work with the Board to ensure reasonable and consistent enforcement of the Rules.

The Association reserves the right to suspend voting rights for any Unit Owner or occupant if for any period as assessment against his/her unit is delinquent and unpaid for a period not to exceed sixty (60) days.

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

An Owner must contact the Board and/or Managing Agent, in writing, for any special considerations outside the established rules and CC&R’s. The Board will make a determination on the special request and contact the Owner, in writing, as to the outcome. The Board reserves the right to issue special exceptions on a case-by-case basis.

FINE SCHEDULE*

OFFENSE	PET VIOLATION/ VANDALISM	PARKING	TRASH	ARCHITECTURAL /COMMON GROUNDS/MAINT ENANCE
FIRST	\$50 + COST TO CLEAN UP	\$25	\$10	\$25
SECOND	\$100 + COST TO CLEAN UP	\$50	\$50	\$100
THIRD	\$200 + COST TO CLEAN UP	\$100	\$100	\$200

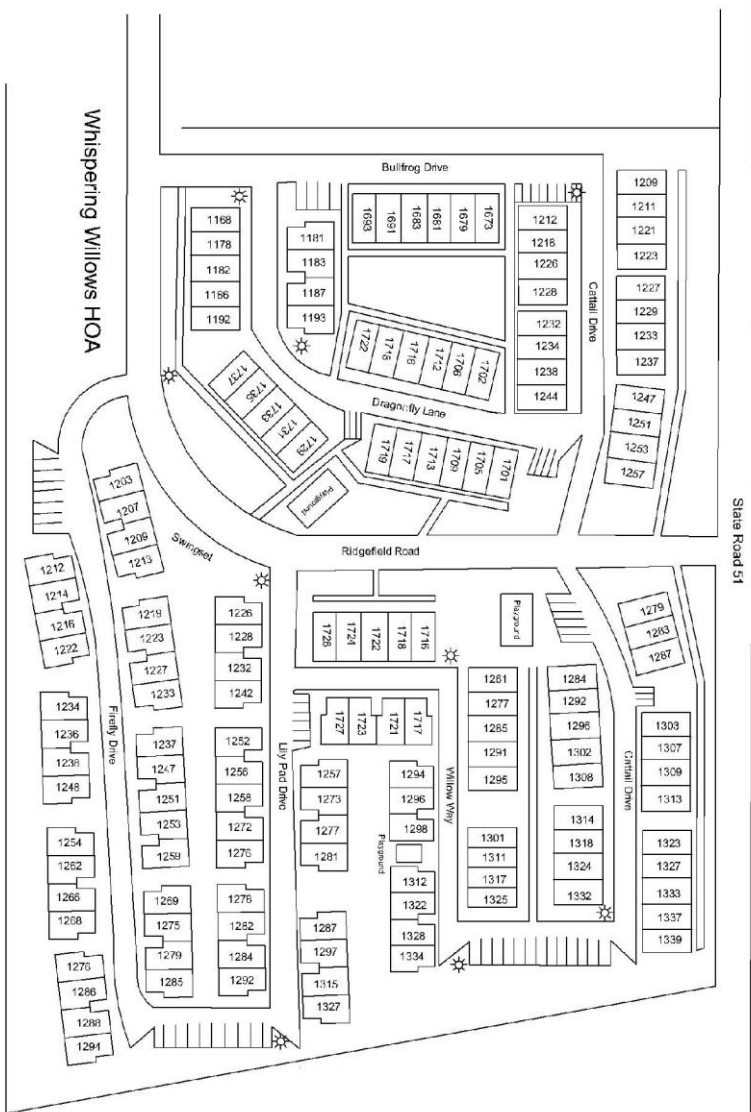
EACH ADDITIONAL	\$200 + COST TO CLEAN UP	\$100	\$100	\$200
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***The Board reserves the right to enforce fines for other violations.**

This fine schedule reflects the penalty cost for the corresponding violation. Fines reflected in this schedule do not include costs of repairs, costs of replacement, late fees, reasonable legal fees, or any additional fees that may accrue from such violation. Payments of fines are the responsibility of the Owner. The Board reserves the right to collect any and all fees associated with any violation as set forth in the Rules.

DISCLOSURE FOR AMENDMENTS TO THE RULES AND REGULATIONS

The Board and/or the Managing Agent have the right to amend, revise, revoke, or retract any parts of the Rules at any time, given the amendment(s) are within the bounds of the CC&R's. Should any changes to the Rules be made, the Board is responsible to give sufficient notice to its Owners of such changes.



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