

**The Cedars Townhomes
Homeowners Association
Rules & Regulations
April 23, 2025**

In accordance with the CC&R's, the Board may, adopt, amend, repeal and enforce reasonable Rules and Regulations. It is understood that such rules shall apply and be binding upon all Unit Owners, tenants, subtenants or other occupants of the Units. The Unit Owner is responsible for communicating the Rules & Regulations to occupants and guests and will be liable for fines incurred and damages caused by occupants and guests.

These Rules and Regulations have been adopted with the intent of clarifying, not replacing, certain points of the CC&R's. All owners should be familiar with both the Rules and Regulations and the CC&R's. This will help maintain the community as a first-class association and provide Residents with guidelines for living together as neighbors. As such, the Management Committee has unanimously adopted the following rules and regulations as of November 15, 2022.

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.

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 manager or Management Committee. Each Resident's cooperation and participation is encouraged. This is your Association and these are your rules. Let's work together to have a great community.

RULES

Smoking & Drug Abuse

1. Smoking is prohibited in any exterior area known as common or limited common ground. This includes balconies, porches, driveways, and all grass areas. Owners should be aware that cigarette butts left on the ground are considered litter, and will be fined as such.
2. The Cedars Townhomes is a multi-family attached housing project with neighbors in close proximity each wishing to enjoy the ownership of their units. Utah State Law is very clear that smoking within a multi-family attached housing project is classified as a nuisance which may be stopped by injunction (see Utah Code, 78B-6-1101 and 78B-6-1105; <http://le.utah.gov/~code/TITLE78B/78B06.htm>). Therefore, smoking by owners, tenants, and/or their guests is strictly prohibited outside any Cedars Townhome or in any Limited Common Area or Common Area.
3. If a complaint is received regarding drifting (second-hand) smoke from any and all locations in The Cedars Townhome community, within two consecutive weeks, the

association's attorney may be contacted – at the expense of the smoking party/ies responsible owner – to begin legal proceedings against the owner.

4. Alcohol or any other drug use is not allowed in any common areas.

Parking and Storage of Vehicles

1. Residents may only park their motor vehicles within their garage, or on their driveway.

2. Visitor Spaces are strictly for visitors and guests parking, not for residents. Guest parking duration shall not be more than forty-eight hours. {Longer duration will require a permit from the HOA Committee.} Any vehicle found parking overnight at Visitor Spaces over 7 times will be considered a resident vehicle. First violation will be issued a warning and subsequent offenses may be towed and at the owner's expense.

3. No motor vehicle may be parked or stationed in such a manner so as to block access to any home, building, parking space, or mailbox.

4. No resident shall repair or restore any vehicle of any kind in any parking areas, except for emergency repairs, and then only to the extent necessary to enable movement to a proper repair facility.

5. Storing inoperable vehicles in parking spaces is prohibited. All inoperable vehicles that are parked for periods longer than two (2) days are in violation and are subject to towing and or fines.

6. Each owner is responsible for any leaking or damage caused by using any parking space

7. Unit garages are to be used for the parking of automobiles and not for general storage of miscellaneous items. Garage doors shall remain closed except when entering or exiting the garage or the resident is accessing contents in the garage

8. Driving off road or toy motor vehicles (including mini bikes, go-carts, go-peds etc.) is prohibited. All drivers of motorized vehicles must have a valid driver's license.

9. Driving at speed in excess of the city limit is prohibited.

10. The Development does not contain nor will the Association provide parking for the storage of commercial vehicles or recreational vehicles (RV's) of any kind, including but not limited to motor homes, campers, trailers, ATV's, motorcycles, snowmobiles, skidoos, boats, etc. RV's shall not be parked or stored on any public street or on any townhome driveway (garage apron).

11. No commercial or oversized vehicles shall be allowed within the Project unless said

vehicle or trailer is kept at all times within the garage and the garage door is closed, or for purposes of **actively** loading or unloading passengers or supplies.

12. Only currently registered operative vehicles may be parked or stored in any Lot, Limited Common Area, parking spaces, or Common Area.

13. The streets within the Project are governed by the city rules. Please familiarize yourself with the city ordinances.

Vehicles found in violation of any of the rules in this section are subject to a fine as well as towing at the vehicle owner's expense.

The Association, Board, Members of the Board, and the Management Agent 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.

Common Areas

1. Balconies should be kept neat and attractive. Washers, dryers, couches and other household furniture may not be stored on the balcony except in the closet or where it cannot be seen from the ground or street. Barbecue grills cannot be used or stored on balconies in accordance with the international fire code and rule.

Architectural Control

1. The exterior portion of any window covering shall be approved by the Management Committee. Blankets, flags, silver reflective covering or coating, aluminum foil, sheets, cardboard, and/or newspapers are not allowed between the blinds and the window.

2. Common property is for the enjoyment of all residents. Therefore, no Owner, lessee, or guest shall deface Common property in any way, including, but not limited to, digging, planting, plowing, building, or demolishing any such property.

3. No satellites, antennas, wiring, water softeners, additional railings, screens, lights or any such similar devices are permitted on the exterior of any Unit, including the balcony area without express written consent from the management committee.

Ownership

1. Change of ownership must be reported to the current manager and management committee. The address of an owner shall be deemed to be the address of the owner's unit unless the Owner otherwise advises the Manager and Management Committee.

Association Dues

1. Association Dues are due on the first day of each month and delinquent if not postmarked or received by the Managing Agent on or before the 10th day of each month.
2. A late charge in the amount of 5% shall be assessed against any Owner who fails to meet the deadline of the 10th of the month for which the Owner is paying. A late charge will be assessed on any balance owing with interest at a rate of 1% per month. Please note: the late charge is not applicable to dues paid by automatic withdrawal that are withdrawn after the 10th of each month.
3. If an Owner's account continues to be delinquent, it may be sent to collections. All collection fees will be the responsibility of the owner.
4. If, after an account has gone to collections, an Owner's account continues to be delinquent, a lien may be placed on the Owner's Unit for the amount owing, plus any accrued fines and interest.

Maintenance

1. Anything that incurs cost to the Association due to negligence on the owner's or their tenant's part may be subject to fines. This includes, but is not limited to, allowing water to run or leak.

Animals

1. Residents shall register their pets using The Cedars Townhomes Homeowners Association Pet Registration form.
2. Pet registration forms are included in this booklet and available from the management company.
3. No more than two (2) domesticated dogs and/or cats or other small household pets may be kept in any Unit.
4. All dogs and cats must have current rabies vaccinations.
5. Pets must be contained within the Owner's Unit. Outside animals are not permitted. Pets may not be left alone in common areas or with access to common areas. (E.g. tethered inside garages with door open, or on back patio area).
6. Dogs shall be on a leash at all times when outside a Unit. Residents finding an unleashed pet in the Common Area shall immediately contact Animal Control at 801-763-3020 (Handled by American Fork).
7. Pets may not be leashed, tethered, or secured to an exterior portion of the Unit or in a Common Area.
8. The owner of a pet that has defecated on any portion of the Common Areas shall immediately remove the feces of his/her pet. Owners are responsible to clean up after their animals. Owners are also personally responsible for the cost to repair any damage caused by their pets to the common area.
9. Dogs, cats or other small household pets may not be kept, bred or maintained for any commercial purpose.
10. Any pet which endangers the health or welfare of any Owner, resident, invitee, or guest is to be reported immediately to the city animal control officer. If it is determined by the city that the animal is vicious or a danger to the community it must be permanently

removed from The Cedars Townhomes Homeowners Association upon seven (7) days written notice.

11. No Owner shall harbor, keep, or retain any pet which howls, barks, whines, or makes other disturbing noises in an excessive, continuous, or untimely fashion day or night. Any pet creating a nuisance or an unreasonable disturbance or is not a common household pet, as determined by the city animal control officer, must be permanently removed from The Cedars Townhomes Homeowners Association upon seven (7) days written notice.

12. All dogs over the age of four (4) months shall be licensed and the license tag shall be attached to the collar on the dog.

13. Pets that may pose a threat or create an unreasonable risk of harm as listed in the City of Cedar Hills Code: Title 5, Chapter 1, are not allowed.

14. Animal bites must be reported to the Animal Control Officer (American Fork Police, 801-763-3020) within 24 hours for investigation.

15. Owners should become familiar with the City Code: Title 5, Chapter 1: Animal Control of the City of Cedar Hills, Utah. This Code can be located on the internet through the following link: http://www.sterlingcodifiers.com/codebook/index.php?book_id=577

Fencing

1. All fencing requests must be submitted in writing to the Board of Directors for approval.

2. Request must include a copy of the site plat map outlining the address, the dimensions of the Lot as well as a plat map for the individual home showing existing fencing and where the requested enclosure is to be installed.

3. Fencing may not extend past the Lot boundaries and must match existing fencing within the community.

4. Fencing enclosures along the back portion of the lawn may be either three (3) or six (6) feet in height only.

5. Decorative fencing is not allowed. Fencing must be solid slats from top to bottom of panels.

6. Fencing must be installed by a licensed contractor. Owners are to supply the name and contact information for the fencing installation company to the Board of Directors.

7. If additional sprinkler work is required due to the fencing enclosure, the owner must contact Management to arrange sprinkler work through the contracted landscaping maintenance company for the season. All cost associated with this sprinkler work will be billed to the individual homeowner.

Leases

1. **Leases must be to a family** as defined by City and State law.

2. **Any agreement for the leasing, rental, or occupancy of a Unit (hereinafter referred to as a "lease") shall be in writing and a copy thereof shall be delivered to the Association before the term of the lease commences.** A twenty-five dollar (\$25.00)

late fee will be assessed should a copy of the lease not be delivered to the Association within ten (10) days after the term of the lease commences.

3. **An Owner of a Lot that is being leased shall pay a \$100.00 non-refundable setup fee to the Association.** The setup fee shall be used by the Association to communicate with the Lessee. The setup fee will be added to the Lot's billing.

4. **Every lease shall provide that the terms of such lease shall be subject in all respects to the provisions of the Governing Documents.** Said lease shall further provide that any failure by the resident there under to comply with the terms of the foregoing documents shall be a default under the lease. If any lease does not contain the foregoing provisions, such provision shall nevertheless be deemed to be a part of the lease and binding on the Owner and resident.

5. **No Owner shall be permitted to lease his/her Unit for transient, hotel, seasonal, rental pool or corporate executive use purposes.** Leases shall have an initial term of no less than twelve (12) months. Daily or weekly rentals are prohibited. No Owner may lease individual rooms to separate persons or lease less than his/her Unit.

6. **Any Owner who shall lease his/her Unit shall be responsible for assuring compliance by the resident with the Governing Documents.** Failure by an Owner to take legal action, including the institution of a forcible entry and unlawful detainer proceeding against the lessee who is in violation of the Project Documents within ten (10) days after receipt of written demand so to do from the Board of Directors, shall entitle the Association to take any and all such action including the institution of proceedings in forcible entry and unlawful detainer on behalf of such Owner against his/her lessee.

7. **The Association shall be an intended third-party beneficiary to any lease agreement** and all Owners, by acceptance of deed bound by the Declaration, agrees that the Association may institute eviction proceedings in the event that a tenant causes continual violations and disruption to the community. However, no such eviction proceedings shall be initiated by the Association until the absentee Owner has been given notice of the intent to evict and fails to cure the same.

8. **Neither the Association nor any agent retained by the Association to manage the Project shall be liable to the Owner or lessee for any eviction under this section that is made in good faith.** Any expenses incurred by the association, including attorneys' fees and cost of suit, shall be repaid to it by such Owner. Failure by such Owner to make such repayment within ten (10) days after receipt of a written demand therefore shall entitle the Board to levy an individual assessment against such Owner and his Unit for all such expenses incurred by the Association. In the event such Assessment is not paid with thirty (30) days of its due date, the Board of Directors may resort to all remedies of the Association for the collection thereof.

9. **Association may collect unpaid assessments from tenants as outlined in the Collection of rent resolution attached at the end of this document.**

10. **The Association may at any time and from time to time, and without liability to any Owner from trespass, damage or otherwise, to enter upon any Lot** for the purpose of maintaining and repairing such Lot or any improvement thereon if for any reason the Owner fails to maintain and repair such Lot or improvement as required by the provision of the Declaration. The Association shall also have the power and authority from time to time in its own name, on its own behalf, or in the name and behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Declaration, the Bylaws or any Rules and regulations promulgated by the Board, or to enforce by mandatory injunction, or otherwise, all the provisions of the Declaration, the Bylaws and such Rules and regulations.

Insurance

1. In the event that a unit experiences damage or a loss, which is covered by the Association's insurance policy pursuant to Article VIII of the CC&R's, yet is caused by the negligence, failure to maintain, or willful misconduct of an owner, the owner's tenants, guests, or invitees, such owner shall be liable for the full amount of any deductible on the Association's insurance policy.
2. Unit owners shall purchase and maintain in force a condominium owner-type contents policy (H06 or equivalent) with respect to their individual units. All claims for damage to any such unit must first be submitted by the owner to their insurer under their condominium owner-type contents policy.
3. In the event that a Unit experiences damage or a loss, which is covered by the Association's insurance policy pursuant to Article VIII of the CC&Rs, the unit owner shall demonstrate that they have in force a condominium owner-type contents policy (H06 or equivalent).
4. In the event that a Unit owner cannot demonstrate that they had in force a condominium owner-type contents policy (H06 or equivalent) when their unit experienced damage or a loss covered by the Association's insurance policy pursuant to Article VIII of the CC&R's, such owner shall be liable for the full amount of any deductible on the Association's insurance policy.
5. The Board shall not be required to submit claims under an insurance policy required of it by the CC&R's for any damage or liability claims that should or would have been covered under a condominium owner-type contents policy (H06 or equivalent).

Signage

1. No more than two (2) signs per home can be posted at any given time and must be within the required sizes.
2. One (1) sign can be placed in a window of the home, the other sign can be in either the front or back yard and must be placed a minimum of five (5) feet away from the sidewalk (house side) and also a minimum of one (1) foot away from the driveway.
3. Political signage must be removed within one (1) week following elections.

4. Four-by-four (4x4) or larger signage posts are prohibited.
5. "For Sale" and/or "For Rent" signage must be placed in staked metal stands if placed in the yard.
6. The American flag may be flown at all times in accordance with federal guidelines and only in designated areas. Military service flags may be flown in designated areas during all federal and state recognized holidays only. Banners, general signs, political signs, posters or sports team items can be flown in designated areas, preceding the event by seven days and must be taken down within two days after the event.

Designated area: the common area is not a designated area. All flags and banners must be attached to your unit. All holes must be sealed to prevent water intrusion or other damage. Any damage to the unit occurring from improper installation will be the owner's responsibility. For instructions on attaching flags and banners to your unit, please contact the management company.

General Issues

1. Large playground type equipment (basketball standards, tetherball stands, etc.) must be portable and kept off the lawns and be stored in the garage when not in use.
2. Exterior holiday decorations may not be left on display for more than thirty (30) calendar days from the date of the holiday.
3. Trampolines, Hot Tubs, and pools of any type are prohibited.

Nuisance

1. Unclean, unhealthy, unsightly or unkempt conditions in, on or about the townhomes or the common area is prohibited.
2. Children should not be left outside unattended. Parents are responsible for any damages or injuries that may occur.
3. The storage of any item, property or thing that will cause the home or common area to appear to be unclean or untidy or that will be noxious to the senses is prohibited.
4. The storage of any substance, thing or material in, on or about any townhome or in the common areas that will emit any foul unpleasant or noxious odors, or that will cause any noise, be unsafe, create discomfort, or interrupt the serenity of other residents is prohibited.
5. 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 or diminishes or destroys the enjoyment of the community by other residents is prohibited.
6. Excessive noise in or about any townhome or in the common area, especially after 10:00 P.M. and before 7:00 A.M. is prohibited.
7. Excessive traffic in, on or about any townhome or the common area is prohibited.
8. Rubbish, trash, refuse, waste, dust, debris and garbage shall be regularly removed from the townhome and shall not be allowed to accumulate thereon or to be stored in such a manner that it is visible from the street.

9. Garbage cans must be stored inside your garage. Cans should not be placed at the curb more than 24 hours prior to collection and should be placed back in the garage within 24 hours after collection.
10. Owners may not plant or alter/remove any shrubs, bushes or trees without the written consent of the Management Committee. Approved plantings must be consistent with the nature of the community. Any damage to units or property from trees planted by owners or their tenants will be the owner's responsibility.
11. No commercial trade or business may be conducted in or from any townhome unless the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside of the townhome.

Owner Responsibilities

1. Owners are responsible for all mechanical equipment, appliances or devices designed to serve only their own townhomes (appliances, electrical receptacles, electrical outlets, air conditioning compressors, furnaces, water heaters, fixtures etc.) located with their townhome.
2. Owners are responsible for all decorated surfaces on interior walls, floors and ceilings, including but not limited to all paint, wallpaper, wall coverings, screens, windows, garage doors, garage openers, trim, carpeting, tile and linoleum.
3. Owners are responsible for all pipes, wires, conduits or other utility lines that serve only one townhome.
4. Owners are responsible to remove snow from their driveway (garage apron), sidewalks and entryways.

Barbecue Usage and Storage

1. The International Fire Code adopted by the State of Utah in 2007 forbids open flame cooking on combustible construction balconies or within 10 feet of combustible construction as follows:
 - a. **308.3.1 Open-flame cooking devices** – Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or within 10 feet of combustible construction.
 - b. Exceptions to this rule are one and two-family dwellings
2. **308.3.1.1 LP gas containers** with a water capacity greater than 2.5 pounds shall not be located on combustible balconies or within 10 feet of combustible construction.
 - a. Exceptions: One and two-family dwellings

In addition to fines from the association, violations of these regulations are class B misdemeanors and are punishable by up to 6 months in jail and \$1000 fine per infraction.

**THE CEDARS TOWNHOMES HOMEOWNERS ASSOCIATION, INC.
FINE RESOLUTION**

This resolution is made this on the date set forth below by the Management Committee for The Cedars Townhomes Homeowners Association, Inc., a Utah non-profit corporation.

RECITALS

- A. Certain real property in Utah County, Utah, known as The Cedars Townhomes, was subjected to certain covenants, conditions, and restrictions pursuant to a Declaration of Condominium (the "Declaration");
- B. Pursuant to Utah Code Ann. § 57-8-37, the Association is authorized to levy fines as a means of enforcing the provisions of the Declaration, rules and regulations, and Bylaws of the Association;
- C. The Management Committee desires to set forth a schedule of fines, procedures for fining, and procedures for hearings to ensure that the fining process complies with Utah law and is fair to all parties involved;
- D. This Resolution was properly adopted by the necessary vote of the Management Committee in compliance with the provisions of the Bylaws of The Cedars Townhomes Homeowners Association, Inc.

NOW BE IT RESOLVED:

- 1. That the following schedule of fines be adopted:
 - a. List of Violations: Any violation of the Declaration, rules and regulations, and Bylaws shall be subject to a fine.
 - b. Schedule of Fines:
 - (i) 1st violation: \$25;
 - (ii) 2nd violation or failure to cure after 1st violation: \$50;
 - (iii) 3rd violation or failure to cure after 2nd violation: \$100;
 - (iv) 4th violation and all other subsequent violations or failure to cure after 3rd violation or subsequent violations: additional fines or legal action.

Enforcement remedies are cumulative; accordingly, the Management Committee reserves its right to pursue any enforcement action authorized by law of the Declaration at any time during the fining process.

2. That all following procedures will be followed prior to levying a fine:
 - a. Notice of Violation: All owners will be given a written notice of violation describing the violation and stating a time to cure the violation prior to a fine being levied.
 - b. Time to Cure: All owners will be given a minimum of forty-eight (48) hours to cure a violation before a fine will be levied. The Committee in its discretion may grant a cure period exceeding forty-eight (48) hours if the Committee determines that forty-eight (48) hours is an unreasonable time period to cure the violation in question.
 - c. Hearing: If a fine is levied, the offending Owner shall have the right to request an informal hearing with the Management Committee to protest or dispute the fine. A request for hearing must be made in writing within thirty (30) days from the date the fine is levied. Notice shall be deemed to have been received three (3) days after mailing via USPS first-class mail, postage prepaid. If a request for hearing is not received by the Management Committee, or their designated agent, within thirty-three (33) days from the date the fine is levied, the fine shall be deemed to be uncontested and the Owner forfeits their right to hearing. A request for hearing shall be delivered to the management company or to the board by email at thecedarstownhomes@gmail.com. The hearing shall be conducted in accordance with the procedures adopted by the Management Committee. An Owner may also contest the fine by initiating a civil action within one hundred eighty (180) days after the expiration of the thirty (30) day period.
 - d. Collection of Fines: Pursuant to Utah Code Ann. § 57-8-37, fines shall be collected in the same manner as past due assessments. However, interest and late fees shall not accrue on fines until one hundred eighty (180) days after the time for hearing has passed, or, if a hearing is conducted, after a final decision has been rendered.
3. That the following procedures shall govern an informal hearing of the Management Committee:
 - a. Scheduling a Hearing/Continuances/Failure to Appear: The hearing shall, within reason, be conducted at the next regularly scheduled Committee meeting. The Committee shall give notice of the date, time, and location of the hearing to the requesting Owner. Notice of the hearing shall be delivered to the requesting Owner by USPS first-class mail, postage prepaid, or by hand delivery. No other Owners or parties shall be entitled to notice of the hearing. If the hearing date is unacceptable to the requesting Owner, they shall be entitled to one (1) continuance of the hearing date. To receive a continuance, the requesting Owner shall deliver a written request for continuance to the Association. The request must be received by the Association prior to the original hearing date. The continued hearing shall, within reason, take place at the second Committee meeting after the receipt of the original request for hearing. Failure by a requesting Owner to appear at a hearing or continued hearing shall result in a waiver of the requesting Owner's right to hearing and the fine shall be deemed uncontested.

b. Hearing Procedures/Decision: The hearing shall be conducted by a minimum of three (3) Committee members. The requesting Owner shall be given fifteen (15) minutes to dispute the fine. The requesting Owner may present documentation or witnesses to dispute the fine. The Committee may question the requesting Owner or witnesses during the hearing. After hearing the requesting Owner's position and evidence, the Committee may either render its decision at the hearing or take the evidence and argument under advisement. If the Committee takes the evidence under advisement, they shall render a final decision within seven (7) days of the hearing. Once a decision is rendered, the Committee shall give written notice of their decision to the requesting owner. As part of the decision, the Committee shall state that payment of the fine is due within one hundred eighty (180) days or interest and late fees will accrue. Decisions of the Committee may be appealed by filing a civil action within one hundred eighty (180) days.

**THE CEDARS TOWNHOMES HOMEOWNERS ASSOCIATION,
COLLECTION – COLLECTION OF RENT FROM TENANT RESOLUTION**

This resolution is made this on the date set forth below by the Management Committee for The Cedars Townhomes Homeowners Association, Inc., a Utah non-profit corporation.

RECITALS

- A. Certain real property in Utah County, Utah, known as The Cedars Townhomes, was subjected to certain covenants, conditions, and restrictions pursuant to a Declaration of Condominium (the “Declaration”);
- B. Pursuant to Utah Code Ann. § 57-8-20 and the Declaration or the Bylaws, the Association has the right to collect rents from an Owner’s tenant for nonpayment of assessments;
- C. The Management Committee desires to set forth procedures for the collection of rent from tenants to cover unpaid assessments;
- D. This Resolution was properly adopted by the necessary vote of the Management Committee in compliance with the provisions of the Bylaws of The Cedars Townhomes Homeowners Association, Inc.

NOW, BE IT RESOLVED:

- 1. If any assessment remains unpaid by an Owner for more than sixty (60) days from the due date for its payment, the Committee or its agent may demand that an Owner’s tenants pay to the Association all future rent payments due to the Owner beginning with the next month’s payment until the past due assessments are paid current.
- 2. Prior to collecting rents, the Management Committee or its agent shall send written notice to the Owner of its intent to collect rents from the tenants. The written notice shall provide the following:
 - (a) Provide notice to the tenant that full payment of remaining lease payments will commence with the next monthly or other periodic payment unless the assessment is received within 15 days;
 - (b) State the amount of the assessment due, including any interest or late payment fee;
 - (c) 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

3. If the Owner fails to pay the amount of the assessment due by the date specified in the notice, the Management Committee or their agent may deliver written notice to the tenant demanding future rent payments due 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:

(a) 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 due to the Association;

(b) 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

(c) Payment by the tenant to the Association in compliance with this resolution and Utah Code Ann. § 57-8-20 will not constitute a default under the terms of the lease agreement. If payment is in compliance with this resolution and Utah Code Ann. § 57-8-20 suit or other action may not be initiated by the owner against the tenant for failure to pay.

4. All funds paid to the Association pursuant to this resolution shall be deposited in a separate account and disbursed to the Association until the assessment due, late fees and interest, collection costs, together with a \$25.00 cost of administration is paid in full. Any remaining balance shall be paid to the Owner within five business days of payment in full to the Association.

5. Within five business days of payment in full of the assessment, including any interest or late payment fee, the Management Committee must notify the tenant in writing that future lease payments are no longer due to the Association. A copy of this notification shall be mailed to the Owner.

The Cedars Townhomes

Pet Registration Form

As a resident of The Cedars Townhomes, I hereby agree to abide by the rules and regulations adopted by the Board of Directors concerning personal pet management and also to any revisions of these rules as authorized by the Management Committee.

_____ Cat
_____ Dog
_____ Other (Specify) _____

Breed _____
Name of Pet _____
Age of Pet _____
Weight _____
Coloring _____
Neutered? _____ Yes _____ No
Declawed (cats only) _____ Yes _____ No

Rabies# _____
License# _____
Other Vaccinations _____

A photograph must be included with this form.

Pet Owner Name _____
Address _____
_____ Owner _____ Tenant

Signature _____
Date _____

Complete and return this form to the Management Company:

TPM Inc.

2230 North University Pkwy #7A

Provo, UT 84604

rich@tpmrents.com