

**HEREFORDSHIRE
CONDOMINIUM OWNERS ASSOCIATION**

**RULES & REGULATIONS
Effective June 2010**

Common Areas

In keeping with provisions of the CC&Rs, common areas belong to all owners, and are not available for personal, long-term use by any single unit owner. Therefore, the following rules protect the rights and safety of all owners.

1. No owner/resident shall place or leave any personal articles in the common areas of the complex, including walkways, entrances, driveways, or planted common areas. No electrical cords, lights, ladders, hoses, repair tools and equipment or other items belonging to owners/residents will be placed in common areas. Owners/residents are not to put lights, cords, temporary structures, decorations or other such materials in common areas, or on plants or fixtures in any common areas. Owners/residents may place decorations, lights, etc. during appropriate holiday periods on their own unit and/or in the immediate planting area of their own unit. Any damage resulting from such lights/decorations is the responsibility of the owner/resident. Equipment being used for Board authorized construction, maintenance or repair may be placed in the common area for the time during which work is being done. The Board of Directors will consider written exceptions to the requirements of this paragraph.

2. No bicycles, scooters, toys or similar articles shall be allowed to stand in walkways, entrances or common areas. These articles and the use thereof shall not in any way infringe on owners' access to walkways, entrances, driveways or any other common areas. Bicycles, skateboards, scooters, etc. are not to be ridden on the planted areas of the common area.

3. No owner/resident shall interfere in any manner with any portion of any lighting apparatus in or about the common areas.

4. Neither the Association nor the Board of Directors assume any liability or responsibility for loss or damage to owner's/resident's or guests of owners/residents personal articles left in any common area, including parking areas.

Community Living

We live in a community that by its nature includes close proximity to our neighbors. Our mode of living should not interfere with or disrupt that of our neighbors. Adherence to the following will be an expression of our tolerance and respect of our neighbors, and our expectation that they will act similarly.

1. No occupants shall make or permit any noises that will disturb or annoy the occupants of the units, or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other occupants.

2. Pets: The following rules apply to owners/residents, family members of owners/residents, and guests.

- a. Pets are limited to normal domestic animals, including small dogs, domestic cats, fish and other legal small animals kept in cages. Snakes, exotic animals and reptiles are not permitted.
 - b. Pet owners are expected to maintain control over their pets. Pets are to be kept on a leash at all times when in the complex outside the unit, including all common areas and driveways.
 - c. Pet owners are responsible to clean up immediately any mess made by their pet. If not cleaned up, the owner will be assessed a \$10.00 clean-up charge for each offense.
 - d. Pet owners will be responsible for any damage to other pets, to other units or to the common areas caused by their pet.
 - e. The pet owner shall indemnify and hold the Association harmless against any loss or liability of any kind whatsoever arising from or growing out of having any animal in the complex.
3. Children will not be permitted to play in the streets of the complex after dark. Owners/residents are responsible for the actions of their children and guests, including excessive noise.

Condition of Units

1. Each owner is responsible for keeping their unit in a good state of preservation and cleanliness. External doors and windows, decks, patios and patio enclosures, porches and steps leading to units, attached sheds and shed roofs, and skylights and attic fans/vents are the financial responsibility of the owner and shall be kept in good repair in a manner that promotes the pleasing appearance of the complex. General repairs affecting multiple units may be made or contracted out by the Board of Directors, with owners being assessed a proportionate share of the cost. All external surfaces and approved external additions requiring painting shall be painted in accordance with the external motif of the complex. Repairs on individual units may be made by the Board of Directors at the request of the owner, and the owner then be assessed the cost thereof.

2. No owner/resident shall do any painting or decorating of the exterior of the units, or make any alterations or construct any improvements to the exterior of the building of any of the common areas without the written approval of the Board of Directors.

3. An owner may choose to deviate from the existing landscaping plan, choosing their own planting arrangements for the front and/or rear planting areas, but prior to any change they must fill out an "Owner Application for Change or Modification" form and get signed approval from the Board

of Directors. However, be advised that any owner/resident who deviates from the existing landscaping plan then has responsibility for future upkeep of that area.

If the owner/resident fails to keep the planting areas in good condition, the Board of Directors may restore the area to the original landscaping plan and assess the owner for the cost thereof.

Any owner who has deviated from the original landscaping plan must, upon sale of the unit, either restore the area to its original condition or advise the new owner in writing (with a copy to the Board) of the responsibility to maintain the existing landscaping.

4. No sign or notice of advertisement shall be placed at any window, door or other part of the unit, or in the common area, except those approved by the Board of Directors. The only exception is For Sale signs which may be placed at the front of the units on the west row or at the east end of the rows in which units 101-128 are located.

5. For mutual protection and/or the condition of the complex, the agents of the Association or Board of Directors acting for the Association, and any contractor or workman authorized by the Board of Directors, may enter any unit at any reasonable hour of the day for purposes permitted under the terms of the CC&Rs, Bylaws, or contract or agreement entered into by the Board of Directors. Except in the case of an emergency, entry will always be made by prearrangement with the owner/resident.

6. Unit owners shall be responsible for the actions of their renters, children, other family members or their guests. Any damage to the buildings or the common area caused by renters, children, other family members or guests shall be repaired at the expense of the owner.

Garbage & Trash

The disposal company empties the dumpsters twice each week. In order to minimize unsightly appearance, odors, or preclude unsanitary conditions, owners/ residents will be required to follow the guidelines below:

1. Garbage and trash shall be disposed of in the dumpsters provided for that purpose. Cardboard boxes shall be flattened before being placed in dumpsters. Plant clippings shall be cut into sections of single branches/limbs, not more than 4 feet in length, before being placed in dumpsters. All garbage and household trash shall be contained in plastic bags before being placed in dumpsters.

2. No bags of garbage or other trash shall be placed on top of dumpsters or around the dumpster enclosures. All garbage and trash must be placed in the dumpster. If space is not available, the owner/resident shall retain the garbage or trash at their unit until space is available. Violators will be assessed the fees charged by the disposal company for removal of garbage or trash left outside the dumpsters.

3. The sewer system is to be used for the purpose for which it is intended. It is not to be used for the disposal of garbage or trash, with the exception of the use of garbage disposals for table scraps, etc. Sweepings, rubbish, rags, paper, fireplace ashes, sanitary napkins, or any other solid articles shall not be disposed of via the sewer system.

4. No hazardous waste or liquids that can cause damage to the environment as defined by federal, state and local laws shall be discarded in the dumpsters or sewer system. This includes hazardous cleaning solutions, paint, vehicle oil or anti-freeze, and other such materials.

Parking/Vehicles

There is limited space for vehicles in the complex. While it would be nice to have unlimited access for everyone, that is not feasible. The Roy City Fire Marshall has placed restrictions on parking as there must be 20 foot of clearance for emergency vehicles, which is the driving force behind some of the following parking restrictions. In order for all owners/residents to have equivalent access to units and parking, please follow the below rules:

1. No vehicle belonging to an owner/resident or to a member of their family, guest, or employee of an owner/resident shall be parked in such a manner as to impede or prevent ready access to another's garage or parking space. Violations will result in a written notice being placed on the vehicle and a call made to the owner/resident, if possible. If the vehicle is not moved, it will be removed and/or impounded at the owner's/resident's expense.

2. All vehicles must be parked in the owner's/resident's garage, in back of the garage, or in the designated parking areas. Lines have been painted on the pavement in some parking areas to indicate designated parking areas. Violations will result in a written notice being placed on the vehicle and a call made to the owner/resident, if possible. If the vehicle is not moved, then it will be removed and/or impounded at the owner's/resident's expense.

3. Motorized vehicles of any kind will not be permitted in the common areas of the complex except in paved driveways, or as permitted by the Board of Directors for maintenance and repair. Handicap access is permitted on self-propelled wheelchairs, carts, etc.

4. The speed limit in the complex is **10 miles per hour**.

5. An owner/resident cannot use guest parking or parking in the common area for long term personal use without permission from the Board. Such parking areas are for short-term overnight parking or for parking for a few days (not to exceed 72 hours). Long-term parking by absentee owners anywhere in the complex is not permitted. If there is a need for long-term parking, the RV Storage Lot is the appropriate place for it. Violation will result in a notice being placed on the vehicle and call made to the owner/resident, if possible. If the vehicle is not moved, it will be removed and/or impounded at the owner's/resident's expense.

6. No house trailers, campers, boats, boat, horse or utility trailers, class B vans, small motor homes, trucks or similar vehicles shall be parked behind owner's/resident's garage, in guest parking areas or in common areas. Brief stopping behind garages or in guest parking areas shall be for loading and unloading only, and may not infringe upon fire lanes. No overnight parking of RVs, trailers, large vans, trucks or similar vehicles is permitted.

7. No work vehicles belonging to the owners/residents or their guests shall be parked in the complex area at any time. The only exception is the vehicles of work crews working on a unit or in the common area, and they must be parked as to not impede emergency vehicles or the flow of traffic in the complex. Work crews should use reflector cones at the front and rear of their work vehicles.

8. No major repairs of vehicles are permitted in garages, behind garages or in guest parking areas. Repairs such as engine exchanges, removal and replacement of major engine components, body repair and painting are not permitted anywhere in the complex, including garages. Such practices are **NOT** covered in the Association's insurance policy.

9. Cars with oil leaks are not to be parked in common areas, driveways, behind garages or in guest parking areas. Violators will be assessed the cost of clean-up or removal and replacement of asphalt as necessary to restore the area to its original condition.

WATER USAGE

We live in an arid or semi-arid area where water is a limited resource. We have been continually cautioned by the water district and city, county and state personnel about water usage. Violators of the water district's guidelines will be reported to the water district. Therefore, the following rules apply to the owners/tenants of the Herefordshire Condo Association:

1. No water shall be left running for unreasonable or unnecessary lengths of time (maximum of 15 minutes) inside or outside the unit.

2. Owners/residents are not authorized to use the secondary water system to increase watering of any common area. Watering sessions are set in accordance with the guidelines published by the Roy Water Conservancy District and Roy City. Any owner/resident found tampering with the secondary water irrigation system, watering common areas or using water for unauthorized activities will be reported to the Roy Water Conservancy District and/or Roy City for possible citation.

3. No owner/resident has the right or authority to change any water or sprinkler setting which has been set by the authorized landscaping contractor. Violators will be fined \$50.00 by the Association.

4. Culinary water is not to be used for washing cars, driveways or sidewalks. Conservation of water should be a priority. Violators will be fined \$10.00 by the Association.

Owner's Concerns

1. All complaints regarding the maintenance of buildings and grounds, common areas or regarding actions of other owners/resident shall be made in writing to the Board of Directors.

2. No owner/resident has the right or authority to interfere in any manner with the work being done by a contractor hired by the Board of Directors. If an owner/resident has problems or questions regarding such contracted work, they are to contact a Board member to have it resolved.

3. Any consent or approval given under these community rules by the Board of Directors shall be revocable at any time by the Board of Directors.

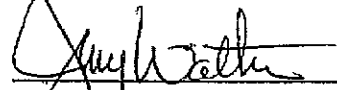
4. These rules and regulations for community living may be added to or repealed at any time by the Board of Directors.

THESE RULES AND REGULATIONS WERE ADOPTED BY THE BOARD OF DIRECTORS OF THE HEREFORDSHIRE CONDOMINIUM ASSOCIATION ON THE 21st DAY OF JUNE 2010.

Signed:


Brent Greenwood, President


Jim Petteys


Jerry Walters


Doug Zollinger


Bud Carnahan