

# Rodeo Lane HOA Summary of Rules & Restrictions <sup>1</sup>

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## Individual Units:

### A) Exterior Appearance:

Each owner is responsible for keeping their town home “in good, clean, neat and orderly condition, and in good repair” (p. 8); specifically in the “exterior appearance” per unit. (p. 15)

### B) General Maintenance:

“Keep rubbish and debris removed” and maintain each unit “in a neat and aesthetically pleasing condition.” (p. 16) Please do the same for our Common Areas, especially around the dumpsters.

### C) Unsightliness/Blight:

Any “condition on a Town Home which, in the sole discretion of the Committee, creates an unsightly or blighting influence, shall be corrected or removed.” (p. 16)

### D) Storage:

No more than 3 storage items will be allowed on the exterior of each unit. Storage items will be limited to grills and bikes. Furniture and other items must be stored inside the home.<sup>2</sup>

Seasonal exceptions:

- 1) Decorative items in moderation of size and quantity
- 2) Snow shovels as the winter weather requires; not for year-round outside storage

### E) Nuisances:

“No noxious, illegal or offensive activity shall be conducted within the Town Home.” (p. 16)

### F) Pets/Animals:

“Dogs, cats, birds, and fish are allowed as pets.” Also note, “the total number of pets per Town Home is limited to two (2). No other animals/pets are to be raised, bred, or kept in any Town Home or in the Common Areas [...] without the prior written approval of the Management Committee.” Pets must be licensed with the city and receive their vaccinations. Proof of licensing and vaccinations are to be submitted to the HOA committee as a form of pet registration. If a pet “becomes a nuisance to other owners, the pet owner shall remove the pet from the property within ten (10) days of written notice from the Committee.” **Furthermore, pet owners/sitters are responsible for cleaning up and disposing of pet waste. Negligence in regards to this matter will result in a \$10.00 fee per occurrence.** (p. 17)

### G) Leasing of Town Homes:

All lease terms and agreements shall list in writing that lessees are subject to the HOA Governing Documents. “Owners shall be liable for any fines or other costs incurred which result from the lessee’s actions” in regards to any failure to comply with the terms of the Governing Documents. (p. 17)

### H) Violations:

“Violations of these rules and regulations” (listed above or below) by owners “or any guest [or] tenant” shall be subject to Service Charges.” (p. 13)

## Common Areas:

### A) Definition:

Common Areas include “structural parts of the buildings,” “exterior walls,” “and roofs; all exterior walkways, driveways, streets,” “yards, fences,” “parking areas,” and areas in “common use.” (p. 2)

### B) Improvements:

“Individual owners may not construct any Improvement in the Common Area.” (p. 13)

### C) Roadways:

Speed is restricted to 15 mph or less (as conditions warrant for icy or other conditions). (p. 14)

### D) Parking:

Two parking spaces are assigned to each unit (and are marked along the curb with each town home number). Please note: Residents “shall not park in guest parking.” In addition: “No recreational vehicles, boats, campers, or trucks larger than a standard pickup truck, shall be parked or stored on a road, driveway, or in front of any home” except “due to emergencies or while making deliveries.” (p. 14)

### E) Repairs:

**“No repairs to automobiles or trucks, including the changing of oil, may be performed in any parking or common area.”** (p. 14)

### F) Firearms/Fireworks:

“The discharge of any type of weapon or firearm on the Property is strictly prohibited.” Also note: “No fireworks shall be discharged or ignited on the Property, including lawful ‘safe and sane’ types of fireworks.” (p. 14)

### G) Nuisances:

“No noxious, illegal, or offensive activity shall be conducted on the Property, nor shall anything be done therein which may be or become an unreasonable annoyance, disturbance, embarrassment or nuisance to, or which in any way may interfere with the quiet

<sup>1</sup> Taken from the “Amended Declaration of Covenants, Conditions & Restrictions of Rodeo Lane Town Homes A Planned Unit Development Community,” dated June 9, 2004 and notarized by Cache County. This summary was compiled in December 2012.

<sup>2</sup> Original HOA documents stated that “nothing shall be stored outside of the Town Home.” This has since been amended, as stated above.

enjoyment of, each of the other Owners” ... “by reason of unsightliness or excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke, or noise.” (p. 14)

**H) Fires:**

“No fires shall be allowed in the Common Area.” (p. 14)

**I) Pets:**

“Pets are not to be kept outside of a Town Home. Any pet that is outside of a Town Home must be on a leash and accompanied by a resident of a Town Home. The Town Home owner is responsible for cleaning up after the pet.” (p. 14)

**J) Yard Maintenance:**

Please do not “remove or disturb any trees, brush, ground cover, or other natural growth” except for “any natural obstructions that may occur in the roadways or driveways due to storm activity or other natural causes.” (p. 14)

**K) Violations:**

“Violations of these rules and regulations” (listed above or below) by owners “or any guest [or] tenant” shall be subject to Service Charges.” (p. 13)

**Complaints:**

**A) Procedure:**

“Owners may express concerns and/or complaints in writing to the Committee involving violations of this Declaration.” (p. 18)

**Monthly Fees:**

**A) Late Fees:**

If any part of fees due are “not paid within thirty (30) days of the due date, an automatic late charge<sup>3</sup> equal to five percent (5%) of the Assessment, but not less than ten (10) dollars, shall be added to and collected with the Assessment.” In addition, an interest rate of 18% per annum can be charged if fees are not received 30 days after their due date; this would apply to all unpaid fees “including the late charge.” (p. 11)

**B) Revisions:**

Monthly Fees & Service Charges may be revised by the committee. (p. 3)

**Service Charges:**

**A) Definition:**

A Service Charge<sup>4</sup> is defined as “compensation made by an owner” to the HOA “for a violation of any provision of the Governing Documents.” (p. 4)

**B) Investigating Violations:**

“A member of the Committee will investigate alleged violations. The Committee member shall attempt to resolve the matter with the Owner or other Person responsible for the violation. If an appropriate and immediate resolution is not forthcoming, the Committee shall provide written notification of the violation to the Owner. If the matter is not resolved within thirty (30) days from delivery of the written notice, the Committee shall have the authority to levy [...] Service Charges according to the findings of the Committee.” These charges may be levied monthly “until such violation is corrected [...]” (p. 19)

**C) Payment Period:**

“A minimum of thirty (30) days shall be allowed for payment of such charges after the Owner receives notification.” At the same time, the owner “shall make payment to the association within a reasonable period of time.” (p. 10)

**D) Revisions:**

Monthly Fees & Service Charges may be revised by the committee. (p. 3)

**E) Bounced Checks:**

A bounced check will result in a \$20 charge. Such checks will be shredded and the HOA will await a new check from the owner.

I acknowledge the rules of the Rodeo Lane Home Owner’s Association and agree to abide by them as long as I own, rent, lease or occupy as a tenant or owner; and will be responsible for the repercussions due to any negligence from myself, or by those who reside within the said households.

Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Owner (Print): \_\_\_\_\_

Tenant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant (Print): \_\_\_\_\_

<sup>3</sup> \$10

<sup>4</sup> \$10