

ARCADIA GREEN TOWNHOMES

RULES & REGULATIONS

The following rules and regulations are established by the Arcadia Green Townhomes for the benefit of the property owners and for the protection of their property and property values. The rules governing the use of common areas and the personal conduct of the property owners, tenants, and their guests, including penalties for violating the rules and regulations, are established by the Arcadia Green Townhomes Board of Directors, also referred to as Management Committee as provided for in Article IV, Section 4.02 (a) and Article VI (a) and article VIII (a) (iv) of The Amended and Restated Condominium Declaration for Arcadia Green Townhomes.

Property owners, including absentee owners, are responsible for compliance with all rules and regulations, including compliance by property owner's tenants and guests. Residents are encouraged to assist in the protection of the property and property values by familiarizing themselves with the Arcadia Green Townhomes rules and regulations and monitoring compliance by residents and guests. In the interest of maintaining community standards, The Board of Directors reserves the right to levy penalties against any owner, tenant, and/or guest for violation of any of the Arcadia Green Townhomes rules and regulations, as well as engagement in any activity that is deemed by the Board of Directors to be inconsistent with community standards. (See also, Article XI, Covenants, Conditions and Restrictions, all Sections, of The Amended and Restated Condominium Declaration for Arcadia Green Townhomes.

Homeowners should maintain a current copy of these Rules and Regulations in your Units. General and regular meetings of the Arcadia Green Townhomes Board of Directors are held Quarterly. Additional meetings may be scheduled as needed. Residents are welcome to attend. Residents wishing to discuss Arcadia Green Townhomes business must have their items placed on the meeting agenda by submitting a written request to the Arcadia Green Townhomes president or secretary. All resident's business which has been added to the agenda will be conducted in the first fifteen minutes of the meeting.

Association Fee - Delinquency Policy -Assessments of \$200.00 are paid monthly. Make checks payable to Arcadia Green. You can mail your payments to Arcadia Green, 3783 S 500 W, Suite #8, SLC UT 84115, or pay by ACH on the Intuit Invoice you receive Monthly. If you have any questions, you may contact the Management Company at either 801-566-1411 or managementbymm@gmail.com. A \$20.00 late fee will be assessed to any owner who fails to pay the monthly assessment fee of \$200.00 in full by the 10th day of each month. Interest at a rate of 18% per annum will also be assessed in addition to the late fee to any account past due. Accounts past due for three months may be sent to collections and a lien will also be placed against the property. Unit. Owners will be responsible for any and all legal fees incurred in the collections process. The Amended and Restated Condominium Declaration for Arcadia Green Townhomes, Article VII General Assessments, Section 7.09 Assessment Lien provides and allows the Association to place an assessments lien on any Unit(homeowners) that is in default of payments of assessments, fines, penalties, and costs of collections.

Insurance-The Association maintains a Master Policy as required in Article XIII of The Amended and Restated Condominium Declaration for Arcadia Green Townhomes. Homeowners and their tenants are advised to consult with their insurance agent regarding the required insurance you MUST carry on your Unit and to cover your Personal Property and Liability and the \$10,000 Deductible on the Master Policy. See also Insurance information on Arcadia Green website at arcadiagreenhoa.com. This is a very important part of securing your investment. (See also, Article XIII, Covenants, Conditions and Restrictions, Section 11.04 of The Amended and Restated Condominium Declaration for Arcadia Green Townhomes.)

Swamp Cooler - The swamp cooler is the sole responsibility of individual homeowners. The start up, shut down, and maintenance are your financial responsibility. Please note that individual homeowners are NOT ALLOWED to be on the roof at any time to service the coolers or for any other business.

Garbage – Garbage is picked up on a regular basis. Refuse placed in a community garbage bin is restricted to the common household variety. The following items are prohibited: uncompressed boxes, furniture, water heaters, computers or computer monitors, stereos, televisions, paint, remodeling debris (i.e., carpet, wood, sheet rock. etc.), appliances, car batteries, motor oil. Anti-freeze, flammable liquids, and any other non-household refuse. Refuse is to be placed inside of the container and not left outside of the container, or in the container enclosure. Residents are requested to place any trash they are disposing of in tied plastic bags before placing it in the garbage bin. . (See also, Article XI, Covenants, Conditions and Restrictions, Sections 11.05 of The Amended and Restated Condominium Declaration for Arcadia Green Townhomes.)

Modification to Exterior-Any modification to the exterior of your home must be requested in writing with plans (gates, satellite, anything visible from the outside of your home.) This will be reviewed by the Association’s confidential Modification Review Board consisting of three homeowners named to the Board and one alternate should any conflicts arise. (See also, Article X, Covenants, Conditions and Restrictions, Section 10.02 of The Amended and Restated Condominium Declaration for Arcadia Green Townhomes.)

Parking-The immediate spaces in front of your garage door and front door are designated parking for you. Visitor parking is any other designated parking space that is not a fire lane. No parking is allowed by Owner or Tenant or Visitor in front of fire hydrants, mailboxes, areas that are marked in red, or obstructing the flow of vehicular traffic .Violators will have their vehicles towed at their expense. All vehicles must have current license plates. A homeowner or renter may not park a vehicle that is derelict, in major disrepair, leaking fluids or extremely dirty. Motor vehicle repairs or general maintenance of any kind are not permitted anywhere in the Common Area. No vehicle shall be parked so that it blocks access to or from the garages or any parking stall. Parking in fire lanes is prohibited. All vehicles in violation will be towed, without warning, at the owner’s expense. Parking spaces may not be utilized for outdoor furniture, storage, trailers, or RV’s of any kind. A 10-mph speed limit will be observed at all times. All vehicles, including commercial may not exceed the length or width of any parking space. . (See also, Article XI, Covenants, Conditions and Restrictions, Section 11.04 of The Amended and Restated Condominium Declaration for Arcadia Green Townhomes.)

Satellite Dishes and/or Antennas - Prior to installation of a new satellite dish or antennae the homeowner must request, in written form, to the Management Company and Board of Directors permission to install. Dishes installed without written permission will result in fines, possible removal and/or legal action. Any damage caused by installation or removal shall be repaired at the owner’s expense. Professional installation is required. Documentation must be provided to the property management company and/or the Board of Directors prior to installation evidencing that a licensed technician will perform installation. If there is any structural damage caused by the satellite installation, the homeowner will be held financially responsible for all repairs. When a homeowner leaves, they must have the satellite dish removed by a professional. Satellite dishes may not be left on the roof. . (See also, Article XI, Covenants, Conditions and Restrictions, Sections 11.02, of The Amended and Restated Condominium Declaration for Arcadia Green Townhomes.)

Roofs - Homeowners, renters and/or guests are not allowed on the roofs of units. An exception will be made for a licensed professional performing AC repairs or satellite installations. This must be pre-approved by the management company who will grant access.

Playground -The playground is a common area and here for the enjoyment of owners and guests. Children MUST be supervised by an adult while playing on the premises. Any toys or garbage left on the premises should be removed. . (See also, Article XI, Covenants, Conditions and Restrictions, Section, 11.03 of The Amended and Restated Condominium Declaration for Arcadia Green Townhomes.)

Pets -We require that pets (yours and your guest's) be under your control and supervision at all times. Pet waste must be removed and disposed of immediately and limit your pet's daily outdoor routine to your immediate back area. Pet owners may be required to pay for irregular damage that requires extensive re-landscaping. . (See also, Article XI, Covenants, Conditions and Restrictions, Section 11.07, of The Amended and Restated Condominium Declaration for Arcadia Green Townhomes.)

Rental of Units - There are NO RENTAL SPOTS OPEN AT THIS TIME. The Association does maintain a "Waiting List" of those Unit Owners who have requested to rent their Units. If you desire to rent your Unit, you are advised to get your name on the Waiting List. If and when a Unit does become available to be rented and you are on the List, you will be notified. All rental arrangements are subject to approval by the Board of Trustees according to the rental ratio requirement of 70% owner occupied units and 30% rented units. (See also, Article XI, Covenants, Conditions and Restrictions, all Sections 11.011, of The Amended and Restated Condominium Declaration for Arcadia Green Townhomes.)

Enforcement of Rules and Regulations and Fine Schedule

First Violation: The HOA and/or Management Company will issue a written warning to the owner informing them that a fine will be imposed if a second similar violation occurs or if a current violation is not remedied within 48 hours.

Second Violation: A second violation of the same rule or regulation committed in the same time period in which the written warning was issued, or a current violation not remedied within 48 hours of the warning letter, will incur a fine of \$100.00.

Third Violation: A third violation of the same rule or regulation committed in the same time period in which the written warning was issued, or a current violation not remedied within ten (10) days of the assessment of the second violation fine, will incur a fine of \$200.00.

Fourth Violation: A fourth violation of the same rule or regulation committed within a one-year time period, or a current violation not remedied within ten days of the assessment of the third violation fine, will incur a fine of \$500.00. If you are warned, fined, and do not correct the issue, you will be subject to legal action and held responsible for all legal fees and costs associated with legal proceedings.

Cumulative fines for a continuing violation will not exceed \$500.00 per month.

APPEAL PROCESS An owner who is assessed a fine may request, within thirty (30) days from the date the fine is assessed, an informal hearing to protest or dispute the fine at the next HOA Board of Directors meeting. The hearing shall be conducted in accordance with the standards below. If a hearing is requested, no interest or late fees shall accrue until after the hearing has been conducted and the Board of Directors has rendered a final decision. All requests for hearings must be in writing and either mailed or delivered to the management company at the address below. The hearing must occur within thirty (30) days of the owner's written request to the management company. Any hearing as a result of such a request shall be governed by the following rules: The owner must appear at the time and place designated by the Board of Directors for the hearing. At the hearing, the owner contesting the fine will be entitled to fifteen (15) minutes to present any information or evidence they believe to be pertinent for the Board of Director's consideration of their appeal.

The Board of Directors may establish and announce at the hearing any other reasonable rules regarding the hearing. Within ten (10) days of the hearing, the Board of Directors shall issue and mail to the owner a written decision regarding the dispute. The Board of Director's response shall be final. The Board of Directors may rely on any reasonable information and evidence in determining whether or not a violation of the Rules and Regulations has occurred, both initially and after a hearing. Fines determined valid that are not paid by the monthly assessment due date following their issuance will accrue interest and late fees in the same amount as any other late assessment fee, may be collected as an unpaid assessment as set forth in these Rules and Regulations. Correspondence should be sent to: Arcadia Green Townhomes C/O M&M Management 3783 South 500 West STE #8 South Salt Lake City, UT 84115

WHAT CONSTITUTES AN EMERGENCY? Water: Main waterline breaks; outdoor flooding Sewer: Indoor/outdoor sewer backup, blockage, or break Power Outage: Major power outage within the complex; common area power outage Natural Disaster: Storm damage; earthquake; tornados; or any other occurrence caused by nature Accidents and other related damages: Major common area accidents and/or damages If the damage affects a single Unit only and is not caused by an adjacent Unit, responsibility lies with the owner. If an adjacent unit causes damage, the management company needs to be contacted. Fines for false calls will be billed at \$60.00 per hour.

Contacts and Assistance- Please do not hesitate to contact M&M Management by email to managementbymm@gmail.com or in an emergency by calling (801) 566-1411 if you have any questions or concerns about the Association or its policies. Once again, welcome to Arcadia Green.