

Bridgerland Village Homeowners Association, Inc.

Rules & Regulations

Schedule of Fines & Violation Enforcement

(Revised and Adopted August 15, 2024)

The Bridgerland Village Homeowners Association, Inc. (“Association”) has previously adopted certain restrictions, rules, and regulations. The Board of Directors (“Board”) for the Association hereby adopts the following enforcement procedures and establishes fine amounts to provide for the uniform and systematic procedure for violations of these restrictions, rules, and regulations.

I. Parking and Driving

1. Vehicles shall not be parked on any of Bridgerland Village roads. (~~\$25~~100) Fine for each violation; after the first violation, subsequent violations may result in the vehicle being towed at the Owner’s expense)

2. An Owner or its guests, tenants, invitees, etc. shall not violate any parking restrictions provided by Garden City Municipal Code. (~~\$100~~ Daily Fine)

3. Vehicles in extreme disrepair as reasonably determined by the Board shall not be abandoned or remain parked on any lot or on any common area. If an Owner or renter fails to remove an offending vehicle within five (5) calendar days following the date notice of the violation is mailed ~~or~~and sent electronically by the Association to the owner, the Association may cause the vehicle to be towed or otherwise removed from the premises and may assess the expense of such removal to the owner. In addition, the owner is subject to a ~~\$100~~ Daily Fine.

- i. The Board may contract with a towing business to remove any vehicle in violation of these Rules and Regulations. Such towing business shall be certified and licensed pursuant to all relevant state and local laws and regulations.
- ii. The costs of towing and impoundment shall be the personal obligation of the vehicle owner or possessor of the vehicle. If the vehicle owner or possessor of the vehicle is a guest of an owner, such costs shall also be the personal obligation of such owner. If the owner does not reimburse the costs of towing and impoundment upon demand by the Association, such costs shall be an assessment lien on the property.

4. Motorized vehicles (cars, trucks, ATV's, motorcycles, snowmobiles, etc.) may only be driven upon the roadways or the Owner's property. (~~\$25~~100 Fine per occurrence)

5. 20 MPH speed limit through Bridgerland for vehicles, ATV's, etc., as may be posted by the Association. (~~\$40~~100 Fine per occurrence).

II. Garbage Cans

1. Trash shall be kept in containers and in order. (100 Daily Fine)

III. Exterior Maintenance

1. Owners shall maintain their properties in a reasonable state of appearance and preservation. (~~\$1~~25 Daily Fine)

2. Owners shall keep their yards free from unnaturally collected or piled debris. (~~\$25~~45 Daily Fine)

i. The term "debris" includes, but is not limited to, leaves, twigs, tree branches, rocks and rubble.

3. Exterior residence colors are restricted to earth tones and other colors that may conform to the area as determined and approved by the Board. (\$20 Daily Fine)

4. Before an Owner begins constructing any exterior building improvement, except for a garage or outbuilding less than 120 square feet, the Owner shall:

i. Submit a Construction Agreement to the Board,

ii. Pay any fees required by the Board for reviewing the Construction Agreement,

iii. Receive written approval from the Board, and

iv. Obtain a building permit from Garden City and comply with all municipal building and zoning laws and ordinances

1. (Violation of any of the foregoing shall result in a fine up to ~~\$15~~00 per dayweek)

5. Barbed wire fencing is prohibited. (~~\$4~~25 Daily Fine).

IV. Noise

1. All Association members have the right to the quiet use and enjoyment of their property. Other Owners, their guests, tenants, invitees, etc. shall not interfere with this right. (100 Fine per occurrence)

2. Noise shall be kept to a minimum between the hours of 10:30p.m. and ~~7:00~~6:30 a.m.
(\$100 Fine per occurrence)

IV.V. Construction

1. Before an Owner begins constructing any exterior building improvement, except for a garage or outbuilding less than ~~one~~two hundred and twenty (120200) square feet, or begins any construction that requires a permit and/or will significantly change the appearance of the Owner's Residence and/or Lot, the Owner shall:

2. Submit a Construction Plan to the Board that:

3. Describes the overall scope of the project and includes any available plans or drawings related to the project;

4. Describes in detail the staging plans for the construction work, including where and how construction materials will be stored, delivered to the Lot; lists approximate times for when workers will be on the property, and projected start and completion date;

5. Agrees to remove or securely store (in a secure dumpster or using another secure storage method) any construction debris on a daily basis that could migrate onto the Association's Property or another Lot; (\$100 daily fine, plus cleanup costs)

6. Agrees to only used licensed, bonded and insured contractors;

7. Agrees to obtain in a timely manner any required permits and/or certificates from the related local authorities;

8. Limit construction to between the hours of ~~8~~7 a.m. and ~~6~~7 p.m.;

9. Accepts personal liability for any damage caused by construction on the Owner's Lot; and

10. Pay any fees required by the Board for reviewing the Construction Plan;

11. Receive written approval from the Board;

12. Obtain a building permit from Garden City and comply with all municipal building and zoning laws and ordinances

13. Violation of these rules will result in a \$500 weekly fine, unless other fine amounts are specified, and may result in the Association seeking an injunction/temporary restraining order, or other remedies, against the violating Owner to ensure the construction violations halt immediately and that the construction is performed as agreed to.

V.VI. Miscellaneous Rules

1. The leasing or renting of any Unit in violation of the Declaration or Bylaws, or permitting the residence to be used for something other than a “single-family dwelling” in accordance with the Association’s Declaration or the Garden City Municipal Code–A “single-family dwelling” is defined as a building arranged or designed to be occupied by one family, the structure having only one dwelling unit. The term “family” is defined as one or more persons related by blood, marriage or adoption, occupying a dwelling unit and living as a single housekeeping unit, as distinguished from renters, roomers, employee housing, or as a group occupying a boarding house, lodging house, or hotel, as defined by Garden City Municipal Code.-(~~\$750~~ Fine for each day the Lot’s lease or use results in a violation)

2. Dogs shall not run free and be unrestrained, except while under the direct control of an individual. (\$20 Fine per occurrence)

3. All pet waste must be picked up and be properly disposed of. (\$10 Fine per occurrence)

4. Fireworks are strictly prohibited anywhere within Bridgerland. (\$500 Fine per occurrence)

5. Firearms (as defined by Garden City code) shall not be discharged within Bridgerland. (\$300 Fine per occurrence)

6. Camping is prohibited within Bridgerland (\$200 Fine per occurrence)

7. Living in a trailer on one’s Lot is permitted up to a 2 year period of time, and only while the home on said lot is under construction. (~~\$1005~~ Daily Fine)

8. Each Owner shall provide the Board with any and all valid telephone numbers or email addresses at which he or she may be reached. This information will be used for Association purposes only, not any commercial purpose. (\$10 Daily Fine)

9. No Lots may be used for commercial purposes (~~\$100 Weekly Fine~~) except that an Owner or occupant may conduct business activities from the Residence so long as;

i. The existence or operation of a home-based business activity is not reasonably apparent or detectable by sight, sound, or smell from the surrounding area;

ii. The business activity conforms to all applicable laws and zoning ordinances;

iii. The business activity does not involve regular visitation to the residence by clients, customers, suppliers, or other business invitees (employees) or door-to-door solicitation of other residences;

iv. The business activity is consistent with the residential character of the Association and does not constitute or create a nuisance or disturbance;

v. Occupants with related businesses, professions, and/or trades may store a reasonable amount and type of equipment and/or vehicles on his or her lot if it is kept in an orderly and organized fashion and limited in visibility from Common Areas. This is consistent with the ability of Owners not engaged in any business to keep and maintain reasonable amounts and types of equipment and vehicles on their property for the development and maintenance of said property if the same conditions are met;

-vi. Only Owners and/or Occupants residing at the property within the Association shall be entitled to engage in any of the acceptable activities as outlined above.. ~~(\$100 Weekly Fine)~~

10. Any assessments levied by the Association that are not paid within fifteen (15) days from the date first due shall be subject to a late fee fine of \$~~2~~100 per month until the unpaid assessment, fine, and any interest are paid in full.

11. All other provisions of the Declaration or Bylaws, or any amendments thereto, shall be complied with. (~~\$4~~5100 Fine per occurrence or per day, whichever is greater)

V.VII. Violation Enforcement Process

1. **Complaint.** An Owner may file a written complaint with the Board regarding a violation of the Declaration, Bylaws, or Rules and Regulations by another Owner, tenant, or guest.

2. **Investigation.** The Board has the discretion to investigate the complaint and decide if it is viable to pursue a written warning or notice to the alleged offending Owner. The Board may also initiate a written warning or notice procedure upon receiving information and belief that an Owner has violated the Association's Declaration, Bylaws or Rules and Regulations. ~~is valid.~~

3. **First Violation Notice and Warning**~~Violation and Notice.~~ If the Board finds that there is a violation, the Board shall send written notice and warning to the alleged offending Owner. Before assessing a fine, and in accordance with UCA section 57-8a-208, the board shall provide the lot owner a written warning that:

(i) describes the violation;

(ii) states the rule or provision of the association's governing documents that the lot owner's conduct violates;

(iii) states that the board may, in accordance with Utah law, assess fines against the Owner if a continuing violation is not cured or if the Owner commits similar violations within one year after the day on which the Board gives the lot owner the written warning or assesses a fine against the lot owner under and

(iv) if the violation is a continuing violation, states a time that is not less than 48 hours after the day on which the Owner receives the written warning by which the Owner shall cure the violation.

~~The alleged offending Owner has the right to request an informal hearing with the Board within fifteen (15) days of receiving notice of the violation.~~

4. **Second Violation:** \$150 fine will be assessed against the Owner per violation per day, unless otherwise specified in these rules.

3.—5. **Third and Ongoing Violations:** \$500 will be assessed against the Owner per violation per day, unless otherwise specified in these rules.

5. **Receipt of Notice:** The notice may be served: electronically at the email address provided by the Owner to the Board, and such electronic notice shall be deemed to have been received one (1) hour after it has been sent; or to the mailing address of the Owner's Residence provided to the Board, which notice shall be deemed to have been received seventy-two (72) hours after it has been deposited with the U.S. Postal Service, regular mail.

4.6. **Informal Hearing.** The alleged offending Owner has the right to request an informal hearing with the Board within fifteen (15) days of receiving initial notice of the violation. If requested, the alleged offending Owner may present testimony or evidence regarding the violation at the informal hearing with the next Board meeting. The hearing may be held in-person, telephonically or by videoconference.

7. **Fines.** The Board may impose fines outlined above if the violation is not remedied or ceased within the time specified in the notice, provided the Owner has the opportunity to request for an informal hearing as provided above. If the Owner timely requests an informal hearing, and the Board makes a final determination assessing a fine for the violation, the fine period for a continuing violation will begin 15 days after receipt of the original violation notice.

8. **Late Fees and Interest.** If a hearing is not timely requested, and the violation is not remedied or ceased within the time specified in the notice, late fees and interest will accrue from the receipt of the notice. If a hearing is requested, no late fees or interest may accrue on a fine assessment until after the Board conducts the informal hearing and the Owner receives a final decision. In accordance with UCA section 57-8a-208, as amended, unpaid fines shall be assessed a late fee of twenty-five dollars (\$25.00) per month that the Assessment account remains delinquent. Interest at the rate of eighteen percent (18%) per annum shall accrue on delinquent Assessment accounts from the date it becomes due and payable.

V.VIII. Repeat Violations

Repeat Violations. After the board assesses a fine against an Owner under these rules, the Board may, without further warning under these rules, assess an additional fine against the Owner each time the lot owner: (1) commits a violation of the same rule or provision within one year after the day on which the board assesses a fine for a violation of the same rule or provision; or (2), allows a violation to continue for 10 days or longer after the day on which the board assesses the fine. ~~Owners who repeat any violation within a 12 month period of receiving a Notice of Violation are not entitled to an additional notice or hearing, regardless of whether or not the Owner participated in a hearing as a result of the first violation. For such repeat violations, the Board may automatically begin fines as outlined above.~~

IX. Owner Responsibility for Tenants, Guests, Invitees, etc.

Owner Responsibility. The Owner of any Lot shall be responsible for the violations of any renter, tenant, guest, or family member who violates any portion of the Declaration, Bylaws, or Rules and Regulations.

X. Late Fees and Interest Rate Policy For Unpaid Dues Assessments

Late Fees and Interest. In accordance with UCA section 57-8a-208, as amended, any Dues Assessment payment received after the thirtieth (30) day in which it was due shall be assessed a late fee of twenty-five dollars (\$25.00) per month that the Assessment account remains delinquent. Interest at the rate of eighteen percent (18%) per annum shall accrue on delinquent Assessment accounts from the date it becomes due and payable if not paid within thirty (30) days after such date.

XI. Other Legal Remedies

1. **Board Actions.** In addition to levying fines, action by the Board may include, but need not be limited to:
 - i. Seeking injunctive or declaratory relief action against any alleged offending Owner or Resident; and/or
 - ii. Taking immediate legal action, as the Board finds reasonably necessary, to stop conduct which it determines is in violation of the Association Documents or applicable city, state or federal law;
 - iii. Foreclose a lien placed against an Owner's property based on unpaid fines after the right to appeal through civil action has expired;
 - iv. Seeking damages against Owner(s) and/or Resident(s) for any damage they may cause to the Common and/or Limited Common Areas of the Property or other Owner(s)' Lots.

BE IT FURTHER RESOLVED that:

1. The foregoing Rules and Regulations are adopted by the Board ~~of Directors.~~

2. A copy of these Rules and Regulations will be posted on the Association's website and made a part of the Association's governing documents and official records~~sent to each Owner at the address shown in the records of the Association.~~

3. Each Owner and/or occupant of a Lot shall be responsible for notifying any household member, renter, guest or other visitor of the restrictions, limitations, and prohibitions contained above.

Date: _____

ATTEST:

David Wittner
President, Board of Directors
Bridgerland Village HOA, Inc.

On this date, I certify that David Wittner, who is known to me or who presented satisfactory identification, in the form of a Utah Driver's License, has, while in my presence and while under oath or affirmation, voluntarily signed this document and declared that it is true.

Date: _____ Sign here ►

Notary Seal

Board of Directors
Bridgerland Village HOA, Inc.

Board of Directors
Bridgerland Village HOA, Inc.