

BRIER RIDGE PRUD HOMEOWNERS ASSOCIATION  
RULES AND REGULATIONS  
Jan 2024

The Rules and Regulations were approved by the Board in accordance with the provisions set forth in the Declaration on Jan 31, 2024.

**Ethical responsibilities.** If you are an Owner, renter, or even a visitor, you are expected to follow the Rules and Regulations established by the HOA Board. As an Owner in an association, we have all willingly agreed to abide by the rules established by the HOA. We as Owners are also responsible to ensure that our guests are also following the rules. These rules are quite different than living in a private residence. We are living in a confined community and we share common areas and have roads that are narrower than most. To make living here a good experience, we must learn to live together and have respect for each other's property and privacy. Living in a confined area means that what we do may affect our neighbors. In this document, the Board has tried to clearly establish the expectations and behavior of those who live in our community.

The items listed below are limited to the obvious problems that may occur. For those items not specifically addressed, please remember to treat everyone with respect. Since you are all investors in the HOA, we hope that you will make every effort to keep our community a beautiful and friendly place to live. We encourage you to contact a Board Member or HOA Management, Golden Spike Realty when you have an idea, a question, or any concern.

**A. HOA FEES-Article V**

The monthly HOA fees are due on the first day of each month. A late fee of \$25 &/or 1.5% fee will be added to payments received after the 15th day of the month. Owners are encouraged to contact HOA Management- Kaitlyn Golden Spike Realty when payment is delayed.

Unpaid HOA fees will be subject to a lien on the property &/or collections. A majority vote of the Board is required to start lien &/or collection process or the Board may establish a policy for Management to follow for both/either process. Owner is welcome and encouraged to contact HOA Mgmt or a Board Member to discuss HOA Fees.

The Reinvestment Fee shall initially be in the amount of \$150. Management may in accordance with State Laws charge New Owner Set up Fee.

**B. ANIMAL RESTRICTIONS-Article VII (bb)**

No animals, livestock, reptiles, poultry, or other non-domesticated farm animals of any kind shall be raised, bred or kept on any lot or the Common Area, except usual and ordinary dogs, cats, fish, birds, and other household pets in reasonable quantities. Reasonable quantities shall mean no more than two (2) pets per unit.

All pets MUST be licensed and vaccinated for rabies or any other disease as required by the City, County, &/or the State of Utah.

No pets shall be allowed to roam freely or left unattended (tied up or not) on any unfenced limited or common area and such pet shall always be properly leashed and under the control and constant care of their owner while in those areas. No owner/occupant is permitted to leave garage doors slightly open, permitting animals to come and go freely and roam grounds. All pet waste shall be immediately and properly cleaned up and disposed of properly in a bag and then placed into garbage cans each time the animal is in limited or common areas.

No pet whether inside of a unit or the outside of a unit shall be allowed to become a nuisance to any other owner/occupant. No pet food is permitted to be left outside, unattended as it attracts insects, mice, rats, feral cats and other undesirable creatures.

Any damages caused to limited or common areas by pets will be owner's responsibility to repair/replace to its original state. If a pet bites, injures or charges in a dangerous manner at anyone &/or becomes a danger in the Association, the pet owner will be liable for all medical, hospital, and other costs as deemed required by animal control, City or County and may be required to remove the pet permanently from the Association if animal control, City, County &/or the Board deems the animal to be unsafe to fellow residents.

### **C. PARKING AND VEHICLE RESTRICTIONS-Article VII (aa), (ff)**

Owner, Occupants, & Visitors may only park in their assigned Unit garage, parking driveway, or designated open parking areas. No vehicle should be parked in the parking driveway in such a way that protrudes the vehicle into the roadways. Parking in front of a unit garage, or in front of the side garage parking driveway is strictly prohibited at all times. Parking in such a manner that you block or restrict another Residents private parking areas. All Roadways in the HOA are designated as fire lanes and as such strictly prohibit street parking.

Residents & their guests are permitted to park in the open parking stalls around the Association in the same stall for a maximum of 72hrs, at which time the vehicle must be moved to the Unit garage, Unit parking driveway or another open parking stall.

No inoperable & unregistered motor vehicles shall be allowed in the Limited or Common Areas and any vehicle which remains parked over 48hrs, after being ticketed, shall be subject to towing by the Association, at the vehicles owner's expense. No Residents or visitors shall repair or restore any motor vehicle, bike, ATV or similar item of any kind upon except for in the Units private garage, repairs shall not take place in any Limited Common Area or Common Areas, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.

No recreational or large commercial vehicles, boats, campers, trailers, motor homes, snowmobile trailer, ATVs & its associated trailers or similar items shall be parked on any Common Areas or Limited Common Areas, including the driveway parking stall of the Unit,

except as prior approved by the Board. Large commercial vehicles shall be classified as anything over 10,000lbs in weight. No off-road motorcycles, snowmobiles, or similar off-road vehicles shall be operated within the Project unless street legal, licensed and registered.

All vehicles of any kind must follow street speed limit requirements.

Should a resident fail to comply with any Parking restriction, the owner will be subject to violations, ticketing, fines and possible vehicle towing at owner expense.

#### **D. NUISANCES-Article VII (d)**

No noxious or offensive activity shall be carried on, in or upon any Lot, Limited Common Area or the Common Area, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any other Owner. No loud noises or noxious odors shall be permitted on the Properties and the Board and the HOA Management Company shall have the right to determine, in accordance with the CC&Rs and Bylaws, if any noise, odor, or activity producing such noise, odor of interference constitutes a nuisance. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, repairs of motor vehicles, large power tools, off-road motor vehicles or other items which may unreasonably interfere with television or radio reception of any Owner of the Properties, shall be located, used or placed on any portion of the properties, or exposed to the view of other Owners without the prior written approval of the Board. All Occupants are required to follow city noise ordinance of quiet hours from 10pm-7am. There shall be no loud noises, music, etc. during this time without the prior written approval of the Board. Vendors such as garbage, landscaping, or snow removal shall be exempt from this when found necessary.

Smoking of any kind within a Unit, Garage, Limited Common Areas or Common Areas of the Project is considered a noxious and offensive activity creating a nuisance. Accordingly, Smoking in a Unit, Garage, Limited or Common Areas of the Project is strictly prohibited. All owners who rent or lease their unit shall prohibit smoking in their rental or lease agreements and shall inform their tenants of the Association's no smoking rule. Owners who wish to smoke should exit the HOA grounds before smoking.

#### **E. TRASH-Article VII (e-g)**

No rubbish, trash, garbage or other waste material shall be kept or permitted upon any Lot, Limited Common Area or Common Area, except in sanitary containers located in appropriate garbage corral areas, screened, or other designated areas the Board may deem appropriate and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unusable or unlivable to its occupants. No Owner shall engage in any activities or permit the storage of any materials on a Lot which would create a fire hazard or nuisance.

Garbage cans are permitted to be placed in roadways for pickup and shall be removed from roadway by 9am on the day after garbage is collected.

**F. PATIOS- Article VII (e-g, w, dd)**

No clothing or household fabrics shall be hung, dried or aired in such a way on the Property as to be visible to another property and no lumber, grass, shrub or tree clippings or plant waste, metals, bulk material or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Property. No household furniture (patio furniture is permitted), fixtures, appliances or other goods and chattels shall be stored in such a manner as to be visible from neighboring lots, roadways, common areas or limited common areas. No trash, garbage, clutter or unsightly manner shall be permitted to be left, stored or accumulate on any patio, deck, porch or doorstep, further no area listed shall be permitted to become unclean or in unsanitary condition.

There shall be no exterior fires except for gas barbecue grills contained within appropriate receptacles placed a minimum of 18 inches from any structure (Unit, garage, or fencing). No fire pits are allowed.

**G. NO OBSTRUCTION OF COMMON AREAS-Article VII**

There shall be no obstructions of the Common Areas by the Owners, their tenants, guests or invitees without the prior written consent of the Association. The Association may by Rules and Regulations prohibit or limit the use of the Common Areas as may be reasonably necessary for protecting the interests of all the Owners or protecting the Lots, Limited Common Areas, or the Common Areas. No damage to, or waste of, the Common Areas or any part thereof shall be committed by any Owner or any Guest of any Owner, and each Owner shall indemnify and hold the Association and the other Owner harmless against all loss resulting from any such damage or waste of the Common Areas caused by such Owner or Owner's Guests or Tenants.

Nothing shall be kept or stored on any part of the Common Areas without the prior written consent of the Association, except as specifically provided herein. Nothing shall be altered on, constructed in or removed from the Common Areas except upon the prior written consent of the Association.

**H. ARCHITECTURAL REQUESTS- Article VII & VIII**

No structure, building, fence, wall or addition, extension or expansion of any of the foregoing shall be commenced, erected or maintained upon any Unit or Limited Common Area, nor shall any exterior addition, remodel, change or alteration to any Unit be made until the plans and specifications showing the nature, kind, shape, height, materials, colors and location of the same shall have been submitted to and approved in writing as to harmony of design and location in relation to surrounding structures and topography by the Board of Directors.

No planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon any Unit except such as are installed in accordance with the initial construction of the Units located on the Property, or as approved by the Board.

No exterior television antennas or satellite dishes shall be placed, allowed, or maintained upon any Unit or upon any structure or portion of the improvements situated and located upon the Property without prior written consent of the Board.

**I. SIGNS-Article VII (z)**

No signs whatsoever shall be erected or maintained upon any residential Lot, except; such signs as may be required by legal proceedings, such signs as Declarant may erect or maintain on a Residential Lot prior to sale and conveyance, One "For Sale" or "For Rent" sign having a maximum face area of fifteen (15) square feet and referring only to the premises on which it is situated.

**J. TEMPORARY STRUCTURES-Article VII**

No outbuilding, basement, tent, shack, shed or other temporary building or improvements of any kind shall be placed upon any portion of the Property either temporarily or permanently without prior written approval of the Board. No garage, trailer, camper, motor home or recreational vehicle shall be used as a residence on the Property, either temporarily or permanently unless Board approved for emergent situations.

**K. OWNER MAINTENANCE-Article IV**

Each Owner shall keep the Lot owned by him, and all improvements thereon free of debris all in a manner consistent with good property management, and so as not to detract from the appearance of the Property or to affect adversely the value or use of any other Lot or Living Unit. Owner shall be responsible for the snow removal and property maintenance replacement of the patio located upon his Lot.

Owners shall be responsible for items listed on the Building Maintenance policy list.

**L. BUSINESS- Article VII (b)**

Business, professions or trades may be operated or maintained in a Residential Lot subject to the prior written approval of the Board, which approval shall not be unreasonably withheld, subject to the following limitations: (i) any such business, profession or trade may not require heavy equipment or create a nuisance within the Project, (ii) may not noticeably increase the traffic flow to the project, (iii) may not be observable from outside the Residential Lot, and (iv) may only be carried on following approval from the South Ogden City pursuant to all applicable state and city laws, rules and ordinances in effect at the time any such use is requested.

**M. RENTAL-Article VII**

Any lease agreement shall provide that the terms of the lease shall be subject in all respects to the provisions of the Project Documents and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be in writing and shall be filed with the Association.

**N. NEGLIGENCE ACTS-Article IV & XII**

In the event that the need for maintenance or repair of a Lot, Common Area, or Limited Common Area or the improvements thereon is caused by the willful or negligent acts of an Owner or through the willful or negligent acts of the family, guests, invitees or Lessees of the Owner shall be liable for the cost of such maintenance and repair, and the cost of such maintenance and repair shall be an Individual Assessment against the Lot.

All maintenance requests or issues should be reported to the Management Committee at Golden Spike Realty- Kaitlyn via email [kaitlyn.goldenspike@gmail.com](mailto:kaitlyn.goldenspike@gmail.com) or via phone 801-773-1777. Photos are not necessary but always helpful in determining what needs to be fixed.

#### **O. CANCELLATION OF INSURANCE- Article IX**

Nothing shall be done or kept in any Lot or in the Common Areas or any part thereof which would result in the cancellation of the insurance on the Project or any part thereof or increase of the rate of the insurance on the Project of any part thereof or increase of the rate of the insurance on the Project or any part thereof without the prior written consent of the Association.

Nothing shall be done or kept in any Lot or in the Common Areas of any part thereof which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Areas or any part thereof shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Association and the Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees.

#### **P. AUTHORITY**

In CC&R Article IV, one of the responsibilities of the Board is that they “from time to time and subject to the provisions of this Declaration may adopt, amend, repeal and enforce rules and regulations governing, among other things, (a) the use and maintenance of the Common Areas; (b) the use and maintenance of Limited Common Areas, if any; (c) the use of any Roadways or utility facilities owned by the Association; (d) the collection and disposal of refuse; (e) the maintenance of animals on the Property; and (f) other matters concerning the use and enjoyment of the Property and the conduct of residents.”

Manager(s) shall be permitted to perform such duties and services as the Board shall authorize, including but not limited to, the duties listed in CC&R Article 4.01 & 4.02. The Board may delegate to the Manager all of the powers granted to the Board by these CC&RS and Bylaws; provided that any actions by the Manager with respect to the powers set forth in the above Articles, that shall require the consent of the Board.

Before assessing a fine, the Board or Management Company must give a written notice of the violation to the lot owner of the violation and inform the lot owner that a fine will be imposed if the violation is not cured within the time provided in the written notice. The written notice shall follow State Code requirements including a description of the violation, the rule broken and the section where it is found in the Rules and Regulations and the CC&Rs.

If a violation is temporarily cured or stopped, but is repeated by the same lot owner within 120 days of the date a written notice of the violation is first served on the lot owner, the violation shall be deemed to be a continuing violation and the Board shall not be required to serve another notice of violation upon the lot owner but may rely upon the notice provided in the first written notice.

While under the direction of a Management Company the Board gives authority for Management Company to act in their behalf of sending written notice of violation and charging fines to all owners in violation of any fine listed there above or in the CC&RS.

#### **Q. NOTICE OF VIOLATION AND FINE**

The notice of a violation of a bylaw or the rules and regulations of the association and the notice of a fine imposed by the Board or Management Company may be provided to the lot owner in any one or more of the following ways:

- (a) Delivering a copy to the lot owner personally
- (b) Sending a copy through certified or registered mail, addressed to the lot owner at his or her place of residence, in which case an additional 48 hours shall be allowed to cure the violation
- (c) Leaving a copy with a person of suitable age and discretion at the lot owners residence
- (d) Posting a notice on the owners residential front door, which must include a signed notice of delivery with date and time of delivery, and a photo taken of where notice was posted
- (e) Emailing a copy to the owners personal or work email address kept on file by the Association

#### **R. TIME TO CURE**

In all instances, the violation must be cured within 48 hours of written notice being delivered to the lot owner or the lot owner's agent, unless such time period is extended by Board approval. If a lot owner repeats the violation more than 48 hours after receiving the written notice of violation but less than 120 days after receiving the notice, the lot owner shall be deemed to have not timely cured the violation and another violation can be applied.

All violations will be documented and kept on a violation registry. All violations will be removed from a unit owner's record once cured for the time of 6 months of last written notice.

#### **S. FINE**

Fines will be assessed when owner in violation has received 3<sup>rd</sup> notice of violation. All fines will be assessed in accordance with Exhibit A for rule broken.

#### **T. PROTESTING A FINE**

Owner in violation who is assessed a written violation or fine may request an informal hearing with the Board or Management Company to protest or dispute the fine within 30 days from the

date the fine or written notice is assessed. The lot owner should include the following when protesting a violation:

- (a) The grounds for the protest, including any unusual circumstances justifying a reduction in the standard fine
- (b) The facts relied upon by the protesting lot owner with respect to the violation or non-violation of the bylaw, rules or regulations
- (c) The amount of the fine the lot owner claims should be paid and the reasons supporting that claim
- (d) Any errors made by the Board in calculating, assessing, or collecting the fine

After the owner has made their case, the Board will vote on the matter and provide written notice of their decision to the unit owner concerning the violation request.

Exhibit A  
Fines of Rules and Regulations

1 <sup>ST</sup> Offense Given at time of 3 <sup>rd</sup> written notice	2 <sup>nd</sup> Offense Within 90 days of 1 <sup>st</sup> fine	3 <sup>rd</sup> Or more Offense within 92 days of 1 <sup>st</sup> fine	RULE (the following activities are prohibited)
\$25	\$25	\$25	<p><b><u>SECTION A</u></b></p> <ul style="list-style-type: none"> <li>• Monthly late fee to be charged in the amount of \$25 for all unpaid HOA Fees after the 15<sup>th</sup> of each month.</li> <li>• Reinvestment Fee to be charged in the amount of \$150/Transfer of Unit.</li> <li>• Management may in accordance with State Laws charge a New Owner Set Up Fee.</li> </ul>
\$25	\$50	\$75	<p><b><u>SECTION B</u></b></p> <ul style="list-style-type: none"> <li>• Only Ordinary dogs, cats, fish, birds &amp; other household pets are allowed in the HOA.</li> <li>• All pets are to be accompanied by owner, on a leash and under control.</li> <li>• All pets waste is to be promptly cleaned up.</li> <li>• No more than 2 pets per Unit.</li> <li>• All pets are to be licensed and vaccinations in accordance with City, County, or State ordinances.</li> <li>• No animal of any kind is to be raised, bread, or kept in common areas.</li> <li>• No pet shall be a nuisance.</li> <li>• No pet shall be allowed to roam freely in Limited or Common Areas.</li> <li>• Any damages to limited or common areas by pets will be owners responsibility to repair/replace.</li> <li>• Owner will be responsible if any pet bites or injuries anyone. Pets may be removed permanently from the HOA if animal control, City or County deems it necessary.</li> </ul>
\$25	\$50	\$75	<p><b><u>SECTION C</u></b></p> <ul style="list-style-type: none"> <li>• Parking is permitted in unit garage, driveway space or open parking areas.</li> <li>• No parking in the same open parking stall for more than 72hrs.</li> <li>• No inoperable or unregistered vehicle shall be permitted in driveways or common areas. Any such vehicle will be subject to towing after 48 hours after being ticketed.</li> </ul>

			<ul style="list-style-type: none"> <li>No large commercial vehicles, boats, campers, trailers, motor homes, snowmobile trailer or ATVs &amp; its associated trailers or similar items are permitted to be parked in the LCA or CA areas.</li> <li>No major repairs shall be made on Lot, LCA or CA.</li> <li>No unlicensed &amp; unregistered off-road vehicles shall be ridden on HOA roadways.</li> </ul>
\$25	\$50	\$75	<p><b><u>SECTION D</u></b></p> <ul style="list-style-type: none"> <li>No noxious or offensive activity shall be allowed within the Association grounds.</li> <li>No loud noises or noxious odors will be permitted.</li> <li>Quiet hours are from 10pm-7am.</li> <li>No Smoking permitted in Unit, garage, Limited or Common Areas.</li> </ul>
\$25	\$50	\$75	<p><b><u>SECTION E</u></b></p> <ul style="list-style-type: none"> <li>No rubbish, trash, garbage or other waste material shall be kept or permitted upon any Lot or Common Area, except in sanitary containers located in garbage corrals or appropriate areas &amp; screened from view.</li> <li>All trash shall be disposed of properly &amp; no odor shall be permitted to arise therefrom.</li> <li>Garbage cans are permitted to be placed in roadways for pickup &amp; shall be removed from roadways by 9am on day after garbage is collected.</li> </ul>
\$25	\$50	\$75	<p><b><u>SECTION F</u></b></p> <ul style="list-style-type: none"> <li>No clothing or household fabrics shall be hung, dried or aired in a way that is visible to another property.</li> <li>No lumber, grass, shrub or tree clippings or plant waste, metals, bulk material or scrap refuse or trash shall be kept or stored, or accumulate.</li> <li>No trash, garbage, clutter or unsightly manner shall be permitted to be left, stored or accumulate in patio areas, porches, decks or doorsteps.</li> <li>No exterior fires except for gas barbecue grills contained within appropriate receptacles placed a min of 18in from any structure (Unit, Garage, or Fence).</li> <li>No fire pits allowed.</li> </ul>
\$25	\$50	\$75	<p><b><u>SECTION G</u></b></p> <ul style="list-style-type: none"> <li>No obstruction of the Common Areas shall take place.</li> <li>Nothing is to be kept or stored on any part of the Common Areas without prior written consent of the Board.</li> <li>Nothing shall be altered on, constructed in or removed from the Common Areas except upon the prior written consent of the Association.</li> </ul>
\$25	\$50	\$75	<p><b><u>SECTION H</u></b></p> <ul style="list-style-type: none"> <li>No architectural change shall be permitted without first prior written consent of the Board. IE: Planting, painting, fences, additions, hedges, walls erected, awnings, exterior television antennas or satellite dishes, etc.</li> </ul>
\$25	\$50	\$75	<p><b><u>SECTION I</u></b></p> <ul style="list-style-type: none"> <li>No more than one For Sale or For Rent sign shall be posted for a Unit and shall not exceed 15 square feet.</li> </ul>
\$25	\$50	\$75	<p><b><u>SECTION J</u></b></p> <ul style="list-style-type: none"> <li>No temporary structure, outbuilding, basement, trailer, camper, tent, shack, garage, or other outbuildings shall be used in the Association</li> </ul>

			grounds without prior written approval of the Board.
\$25	\$50	\$70	<p><b><u>SECTION K</u></b></p> <ul style="list-style-type: none"> <li>• Owners shall keep their Lot and improvements free of debris so not to detract from the appearance of the Property or to affect adversely the value or use of any other Lot or Living Unit.</li> <li>• Owner shall be responsible for the snow removal &amp; property Maint replacement of the patio located upon his Lot.</li> <li>• Owner shall be responsible for the Maint listed on the Building Maint policy.</li> </ul>
\$25	\$50	\$75	<p><b><u>SECTION L</u></b></p> <ul style="list-style-type: none"> <li>• Business run out of Unit shall not require heavy equipment.</li> <li>• Business shall not create a nuisance</li> <li>• Business shall not noticeably increase the traffic flow to the Project.</li> <li>• Business must be approved by the South Ogden City and all applicable state and city laws.</li> </ul>
\$25	\$50	\$75	<p><b><u>SECTION M</u></b></p> <ul style="list-style-type: none"> <li>• Units listed as Rentals shall require all tenants to follow the Association Rules &amp; Regulations.</li> </ul>
See Rule	See Rule	See Rule	<p><b><u>SECTION N</u></b></p> <ul style="list-style-type: none"> <li>• No neglect to Lot or Unit shall be permitted.</li> <li>• Any neglect act to Lot, LCA or CA shall result in an assessment to Owner for repair of neglect.</li> </ul>
\$25	\$50	\$75	<p><b><u>SECTION O</u></b></p> <ul style="list-style-type: none"> <li>• No act shall cancel or void the Association Insurance Policy.</li> </ul>