

LakeRidge Homeowners Association

LakeRidge Condo Community

Common Rules and Regulations

March 2018

The following information addresses some of the issues common to our condominium community. If any of you do not have a full copy of our CC&R's, please go to our website at <http://lakeridgehoa.com/>. Rules and regulations are adopted with the intent to benefit everyone who lives in the LakeRidge Community. All residents, owners and tenants alike, are subject to the following and may incur fines for violation unless specified differently the fine is \$150 per violation.

1. New Owner/Occupation Information

- a. The Homeowners Association **must have** current owner/occupant information at all times. Contact the board at management@lakeridgehoa.com as soon as possible with current name/s, address/es and phone number/s for owner/s and or other occupants.
- b. If you are an owner and are selling and the new buyer wants to rent your unit, you **must check** with the Homeowners Association to see if any renter slots are open. Lakeridge is FHA approved and it is necessary that we have a cap on rentals to maintain our certification. At this time units can only be sold to owner occupied buyers. Any new owner renting their unit will be assessed a \$500.00 per month fine.

2. Condo Fees

- a. The current condo fees are \$145 per month due on the 1st of each month. If payment is later than the 15th of the month, a late fee of \$25 is charged.

Mailing address: LakeRidge HOA
 P.O. Box 971261
 Orem, UT 84097

In an effort to encourage prompt payment of fees, the following guidelines have been put in place:

1. Interest of 18% per annum assessed on any condo fees late 30 days.

2. Letter sent to owner in default requesting that they contact LakeRidge Management.
3. Association voting rights suspended.
4. Certified letter sent to owner in default requesting payment in full, or that they contact LakeRidge Management to make arrangements for payment, or they provide proof of payment.
5. Individual lien filed against owner in default with the County Clerk's office.
6. Claim filed with Orem 4th District Small Claims Court.
7. Foreclosure

When selling or refinancing your condo, please plan ahead. Have the mortgage company contact LakeRidge HOA at least 48 hours in advance of when your final information is needed. A continuing lien is also in place, so make sure your fees are current or the title company will collect them at settlement.

3. Homeowners Association Purpose and Powers

Our CC&R's give the Homeowners Association the following powers (among others):

- Collection of the common expenses from unit owners.
- Power to levy sanctions (fines) against owners, tenants, or their guests for violation of any rules and regulations.

4. Occupancy

Each unit is intended and restricted to be used for single families or limited to three (3) single adults who are not related, per Orem City Ordinance. The association has agreed to a "Guilty until proven innocent" approach. Unit owners have 3 weeks from the dated letter of the violation to demonstrate compliance with City Code. If compliance is not demonstrated within the 3 week period, a \$150 fine will be assessed to the account and remain on the account until paid. Additionally, if there are subsequent violations, a fine of \$500.00 will be assessed for each occurrence. This is against the law and violations will be turned over to Orem City Police Department immediately.

5. **Parking Spaces**

Limited common areas shall consist of two parking places per Unit. Per Orem City Zoning “22-7-12-J. Parking. There shall be a minimum of two (2) parking spaces provided for each dwelling, one of which shall be covered and one uncovered. There shall also be a minimum of one half (½) parking space for each dwelling for guest parking within the development...” (33 for us) and two (2) handicap parking spaces.

Each unit has two (2) marked parking stall, one covered and one uncovered. The parking stalls are numbered according to unit number, not unit address. The HOA website lakeridgehoa.com has a grid with the address and parking stall and carport numbers for each unit. Should an unauthorized vehicle need to be removed from a stall, the unit owner or their agent may call the designated tow company for removal. Parking in undesignated areas including handicap spaces, along red curbing, driveways, entrances, trash receptacle areas, and construction zone areas, is prohibited at any time. Anyone parked in these areas is subject to towing at any time. There are 33 visitor stalls which may not be used between the hours of 2AM and 7AM without approval from the HOA. **Visitors spots are not for unit owners or renters. Violators will be towed.**

6. **Care of Buildings, Common Areas & Limited Common Areas**

No outside structural alterations to any Unit shall be made. No plumbing, electrical or similar work within the Common areas shall be done, by any Owner without the prior written consent of the Homeowners Association, except emergency repair.

No Satellite dishes may be installed on an individual basis.

All existing holes not part of the original structure of the buildings (i.e., created by satellite dishes, cable cords, wood, etc.) will be checked by our maintenance person as soon as weather permits. Problem areas will be brought to the unit owner’s attention. If not repaired within 30 days, repairs will be done and the cost of labor plus materials will be billed to the owner of the unit.

Limited Common Areas (i.e., individual unit’s patio or balcony) shall keep the limited common areas designed for use in connection with that unit in a clean, sanitary and attractive condition.

7. Pets

Quoting the City of Orem Newsletter issue 15, dated August 2001, “From the City Ordinance file...Nuisance Animals. Section 5-1-9 discusses the issue of nuisance animals. In short, there are several definitions of a nuisance animal including public and private property damage, loud noises and passerby agitation, and the defecations of public and private property. If a complaint is made to the City which violates the nuisance animal ordinance, the animal control department can look into the violation and ask the pet owner to clean up the violation within two (2) days. If the offense is not cleaned up or taken care of in a timely manner, and it is determined as an immediate threat to the public health, safety, or welfare, the animal can be impounded for a judicial determination on the status of the animal as a nuisance.”

In other words we are asking residents who are pet owner to please be respectful of others property. Please be mindful of the animal’s sanitation and health habits and clean up after your pet. If you take your pet for a walk in our neighborhood, (or any neighborhood) or in a park, it must be on a leash to avoid causing harm to anybody or damage to any property. If the animal defecates on another’s private or public property, **CLEAN IT UP!** There is a pill that you can give your pet that dilutes the acid in their urine which would cut back on the stains on the grass. Stray animals are a nuisance and will be impounded. Please do not feed or in any way encourage stray animals to stay.

Only household pets are allowed, with permission granted by the unit owner. Pet that are obnoxious or offensive because of noise, odor, or unsanitary conditions are not permitted. No dangerous animals are allowed. No pets are permitted to run loose upon the Common Areas. Pet owners are responsible for the removal of all animal waste and the replacement of any damaged landscape resulting from the pet. All dogs will be registered with the LakeRidge HOA. There will be a \$25 registration fee and a monthly fee of \$15. If you fail to register your dog or dogs with the HOA there will be a \$300 fine levied to your HOA account. **If your dog defecates on the LakeRidge Property other than at one of the dogipots where there are plastic bags provided for your use you will be fined \$150 per incident.**

8. City Noise Ordinance

Per Orem City Code “9-2-9. Disturbing the peace. It shall be unlawful for any person to maliciously or willfully disturb the peace or quiet of another by loud or unusual noise or by tumultuous conduct or by threatening or yelling in a manner likely to incite another to violence.

“It shall be unlawful for any person to cause noise that constitutes a public disturbance after once being requested to stop making the noise. It shall be also be unlawful for any person in possession of real property to allow to originate from the property noise that constitutes a public disturbance after being requested to stop permitting the noise. For purposes of this section, public disturbance shall be any sound which unreasonably disturbs or interferes with the peace, comfort or repose of owners or possessors or real property and which emanates from any of the following sources:

- Music, stereo or sound system
- Loud arguing or boisterous conduct
- Construction work in or adjacent to a residential zone between the hours of 10:30 p.m. and 7:00 a.m.
- The use of machinery or motorized or power tools and equipment in or adjacent to a residential zone between the hours of 10:30 p.m. and 7:00 a.m. except for specialized equipment used for seasonal and periodic snow removal.
- The repetitive or continuous starting, testing or operation of a motor vehicle, including a motorcycle, in a residential zone.

“Disturbing the peace in a class C misdemeanor if the offense continues after a request by a person to desist. Otherwise, it is an infraction. Class C misdemeanors and infractions shall be punishable as set forth in Section 76-3-301, Utah Code Annotated (1953, as amended). (Ord. No. 661, Revised, 04/10/901; Ord. No. 682, Amended, 02/26/91)”

9. Insurance coverage LakeRidge HOA

As of the 2011 Utah Law SB-167, Condominium and Community Association Revisions were made to all condo insurance plans. It applies to associations and unit owner policies and supersedes anything written in the CC&R’s. As of August 11, 2012 LakeRidge HOA insurance has a deductible of \$10,000 per each occurrence. Payment for the first \$10,000 of damages becomes your responsibility when a covered loss affects your unit deductible. Payment should be insured by your personal insurance policy, if that is a concern. If you have any questions regarding itemized information call Choice Plus at 801-825-8165 and ask for Dan Parkhurst. Be advised that you need more than just renter’s insurance. You need condo insurance. The coverage is different.

Each owner shall have the exclusive right, at his/her sole cost and expense, to maintain, repair, paint, tile, or wax, the walls, ceilings, floors, and doors within the boundaries of a unit. In addition to decorating and keeping the interior of a unit in good repair and in a clean and sanitary condition, an owner shall be responsible for the maintenance, repair, or replacement of any plumbing fixtures, water heater, heating equipment, range, or other appliances, or fixtures that be in, or connected with his/her unit.

Each owner may obtain insurance at his/her own expense providing coverage upon a unit, personal property, personal liability, and covering such other risks as may be deemed appropriate. No doubt your individual mortgage companies have their specific requirements. **Again, we suggest that you do not just have renters insurance, but actual condo insurance.**

10. Signs, Banners and Decorations

Christmas and other outdoor holiday decorations are encouraged but must be removed within two (2) weeks after the holiday.

Real estate rental signs or for sale signs may not be placed in common areas. These signs may be placed in windows or your unit hanging from the railing in the outside stairwell of your unit. These will be visible to passing persons or vehicles. Common areas that are regularly maintained (i.e., mowed) must not inhibit regular mower or riding mowers.

11. Skateboards, Bicycles and Motorcycles:

Skateboarding/bicycling must be on the street areas only. No skateboarding or bicycling on the sidewalks, driveways or curbs. The exception to this is for toddlers with small bicycles/tricycles who we would not want out in the street or parking lot and drive areas for their safety. **BICYCLES/MOTORCYCLES:** Bicycles and motorcycles are not allowed to be parked and/or chained in the stairways. Bicycles are to be chained to the bike racks provided in the stairwells.

12. Landscaping

Landscaping maintenance in the common areas, including lawn care and sprinkler repair is provided through the HOA. From time to time bushes that die will be replaced by the HOA through our landscaper. If you aware of anything that is unsightly, please bring it to the Homeowner Association's attention.

13. Smoking

On August 25, 2007, the LakeRidge Homeowners Association adopted a **"No Smoking"** policy on or within the property limits of the LakeRidge community. This includes the prohibition of smoking in individual units due to potential fire and health hazards. There is "no-tolerance" enforcement of this rule and any unit (owner, tenant, or guest) in violation will immediately be assessed with a \$150 fine. Subsequent violations will be subject to \$500 penalties.

14. Recreational Vehicle Parking

The parking of recreational vehicles, watercraft, trailers, etc. within the condominium complex is prohibited. Any vehicle parked which violates this rule will be immediately removed from the premises at the expense of the owner of the vehicle or item.

15. Trash

All trash needs to be placed "IN" the receptacles provided, not in the general area of the trash receptacles. If the trash receptacles are full, please wait to throw away large items requiring more space. Trash or debris is not allowed in any of the common areas, or the walkways of buildings. Due to the large amount of papers associated with the mailbox area, please do not litter the ground surrounding the mailboxes with unwanted junk mail.