

# Time Square Condominium Owners Association

## GENERAL RULES

**Duly Adopted on January 1, 2025**

This set of rules is established as a basis for a successful community and an enjoyable lifestyle. Community Association living is different than living in a “typical neighborhood” and allows the enforcement of certain items for the benefit and enjoyment of all residents.

These rules have been established under the authority of the Declarant Covenants, Conditions & Restrictions (CC&R’s), recorded with the Utah County Recorder’s Office, to assure the maximum use of the facilities for the benefit of the community as a whole.

### **GENERAL**

- A. EXCESSIVE NOISE:** Residents are requested to please use “good judgment” when playing stereos, musical instruments, television, amplifiers and radios during the day. No radio, stereo, broadcast or loudspeaker units and no amplifiers of any kind shall be placed outside or facing the outside of your units. Also, use “good judgment” in regard to pets, children, running cars, and entertaining outside or inside your unit. Quiet hours in the community are from 11PM-7AM.
- B. NUISANCE:** No Resident shall create, maintain or permit a nuisance in, on or about the Project. A “nuisance” includes behavior which annoys, disturbs or interferes with other Residents and interferes with their right to the quiet and peaceful enjoyment of their property.
- C. SUPERVISION AND RESPONSIBILITIES:** There is no supervision in any Common Area or Facility. These should be used at the sole risk and responsibility of the members and their guests, invitees and tenants. Because it would be unfair for all residents to pay for the damage of any Common Area or Facility made by someone else, each homeowner is personally responsible for any damage made by him/her or his/her family, tenants, guests, or pets. Please report any damage to the Management Company.
- D. RESTRICTIONS:** All Homes are intended to be used for single-family residential housing purposes and are restricted to such use, however, homes may be rented for long term rentals and in its entirety (not individual rooms).
  - a. RENTING OR LEASING:** Homeowners are responsible for informing renters/leasers of all rules and/or changes in the rules. The legal owner takes full responsibility for any and all of their tenant’s damages and /or fines. Any lease agreement between an Owner and Lessee respecting a Lot shall be subject in all respects to the provisions of the CC&R’s and Bylaws. Any failure by the lessee to comply with the terms of such documents shall be default under the lease.

Owners who do not reside in their unit are required to complete the tenant registration form that provides tenant information including address, email, phone numbers, and property manager contact information if applicable. This form needs to be updated within 15 days of any change and turned into the HOA Management office.

- b. **TIMESHARES:** Timeshares and time sharing of Living Units within the Project are prohibited. Nightly rentals are not allowed. (Airbnb, VRBO, etc.)

- E. **INSURANCE:** A unit owner is personally responsible for the amount of the deductible under the homeowner association's master policy and can either purchase an amount of building property coverage under a unit owner's (HO6) policy equal to the deductible amount on the association's master policy, or they can self-insure for that amount. Owners are required to complete the Insurance form that discloses the current master deductible. This form needs to be updated within 15 days of any change and turned into the HOA Management office.

## **COMMON AREA**

- A. **PARKING:** The primary purpose of each carport appurtenant to each Living Unit is for the parking of vehicles. Each living unit is allotted with two stalls consisting of, one designated covered and one uncovered undesignated. All parking vehicles should be limited to carport or designated parking areas. Parking on the lawn or unpaved portions of a Common Area is prohibited. Vehicles parked in violation may be impounded or towed without further notice, and at the Owner's sole expense.
  - a. Any vehicle that is broken down or idle (idle meaning: not being used on a regular basis) and/or not licensed/registered, will be towed at the owner's expense without prior notice.
  - b. All vehicles are required to be registered with management and updated within 15 days of any changes.
  - c. "Temporary parking" for delivery trucks, service vehicles and other commercial vehicles used in furnishing of good and services may be allowed up to an hour. If additional time is required, notification needs to be emailed to management.
- B. **VEHICLE REPAIRS:** No resident shall repair or restore any vehicle of any kind within the project.
- C. **FIVE NORTH PARKING STALLS/ RECREATIONAL PARKING:** The far north parking stalls next to the community shed will become reserved paid parking and used for owners/tenants that need recreational parking or additional vehicle parking. All unauthorized vehicles in this area will be towed at owners' expense without warning.
  - a. These stalls will be on a first-come basis and rented on a month-to-month contract at a charge of \$20 per month
  - b. All trailers, boats, snowmobiles, ATV's, additional vehicles need to be registered with management.

- D. UNSIGHTLY ARTICLES:** No garments, rugs, other items, or wash lines of any kind may be hung, constructed, or maintained outside of the Unit, including but not limited to the railing.
- E. WINDOW COVERS:** Aluminum foil, newspapers, sheets and any other similar materials may not be used to cover the windows in any Home. Only curtains, drapes, shades, shutters and blinds may be installed on the windows.
- F. HOILIDAY DECORATIONS:** Reasonable holiday lighting and decorations may be displayed in their respective season. When the season is over they must be removed after 10 days.
- G. FRONT PORCHES:** Front porches are required to be maintained in a clean and tidy fashion. Front porches shall not be used for storage. Examples of items prohibited from being kept on front porches include, without limitation, bicycles, toys, barbecues, trash receptacles, ash trays etc. Trash bags must be taken directly to the dumpster and not left on the landings, as they can leak, stain the concrete, and attract pests.
- H. TRASH:** All garbage and trash should be removed from the Units regularly. All garbage and trash should be placed in the covered dumpsters. Dumpsters are NOT to be used for oversized items (eg. Beds, dressers, couches, frames, etc.). Do not leave any items surrounding the dumpster. All approved items must be put inside the dumpster. Anyone caught violating this rule will occur an automatic \$200 fine.
- I. ANIMALS:** No animals other than household pets shall be allowed so long as such animal does not unreasonably bother or constitute a nuisance to others. Any act of aggression displayed by an animal will lead to an immediate and permanent removal from the property.
- a. No more than two (2) domesticated dogs or two (2) domesticated cats or one of each shall be allowed. All other animals must be approved by the Board.
  - b. Animals must be kept within homes.
  - c. No Animals are allowed to leave a Unit unless on a leash or a cage. Owners shall be responsible for the immediate pickup and disposal of any excrement deposited by his pets in a garbage container. Any common area damaged by pets is the responsibility of the individual homeowner.
  - d. Each Owner of pets and animals shall be financially responsible and liable for any damage caused by said Owner's pets and animals.
  - e. Animals are not allowed in the playground area
  - f. All animals are to be registered with the Management Company within 15 days of animal moving in.
- J. SMOKING:** No Smoking shall be allowed within the Project. Residents are required to leave the premises to smoke. Any resident or residents' guest that smokes within 25 feet of the entrance, exit, or any window or vent will occur an automatic \$200 fine. Smoking includes possession of a lit cigarette, pipe, or cigar, and the use of e-cigarettes (vaping) or hookahs.

## **COMPLAINTS**

In order to promote a harmonious community and provide a peaceful and quiet environment for all homeowners and residents, we hope that any conflicts between neighbors will be handled in a neighborly fashion, between neighbors. When that is not possible, please contact the management company, or if necessary the Orem Police Department. When violations occur, please report them to the management company. When reporting a violation, be prepared to describe in detail the violation, date, time, your name and contact information. Violations reported to the management company will be kept confidential when requested.

## **RULES AND REGULATION CHANGES**

These rules and regulations have been adopted by the Board of Directors for the protection of each homeowner, resident and guest. Any changes to the rules and regulations may be proposed to the Board. Each homeowner will be given written notification of any changes thirty (30) days prior to the change(s) going into effect.

# **Time Square Condominium Owners Association FINE SCHEDULE**

### **Duly Adopted on January 1, 2025**

This fine schedule is established along with the rules and regulations for a successful community and an enjoyable lifestyle. Community Association living is different than living in a “typical neighborhood” and allows the enforcement of certain items for the benefit and enjoyment of all residents.

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1st Notice	Warning
2 <sup>nd</sup> Notice	\$50 Fine
3 <sup>rd</sup> Notice	\$100 Fine
4 <sup>th</sup> Notice	\$200 Fine
5 <sup>th</sup> and Subsequent Notices	\$500 Fine
Smoking Violation	\$200 Fine- No Warning
Dumpster Violation	\$200 Fine- No Warning