

**Chateau Foret Homeowner's Association  
Rules and Regulations  
January 2023 — Revised and Updated**

The following rules and regulations are established by the Chateau Foret Homeowner's Association 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 Chateau Foret Homeowner's Association Board of Directors as provided for in Articles 6.1(d) and 10, Sections 1-21 of The Amended and Restated Covenants, Conditions, and Restrictions of The Chateau Foret Condominium Development ("CC&R's

Property owners, including absentee owners, together with their individual tenants as provided by Utah law, 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 Chateau Foret Homeowner's Association 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 Chateau Foret Homeowner's Association CCRs and its rules and regulations, as well as engagement in any activity that is deemed by the Board of Directors to be inconsistent with community standards and Use Limitations and Conditions. (See Article 10, Sections 1-21 and Article 6.1 (f) of CCRs)

Penalties and fines levied against unpaid Assessments that remain unpaid for more than sixty (60) days from the date on which it becomes delinquent may, at the sole discretion of the Board of Directors, be secured by placement of a lien on the owner's unit(s). Additionally, late charges as described in Article 7.5 of The Declaration of Covenants, Conditions, and Restrictions of The Chateau Foret Condominium Development apply.

Maintain a current copy of these Rules and Regulations in your condominium.

**General rules and regulations**

Regular meetings of the Chateau Foret Homeowner's Association Board of Directors will be held monthly. Additional meetings may be scheduled as needed. Residents are welcome to attend. Residents wishing to discuss Chateau Foret Homeowner's Association business must have their items placed on the meeting agenda by submitting a written request to the Chateau Foret Homeowner's Association 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.

An annual meeting of the Chateau Foret Homeowner's Association will be held at a location to be determined. Additional special meetings may be scheduled as needed. All property owners will be notified in writing at least ten (10) but no more than thirty (30) days prior to the meeting date. All property owners are required to attend personally or by proxy all association meetings called under this section. (See Article III, Section 4 of The Declaration of Covenants, Conditions, and Restrictions of The Chateau Foret Condominium Development)

Voting by proxy at the annual or special meeting is permitted. Such proxy can be a person of the owner's choice. Such proxy vote must be in writing, containing the owner's signature, and must be submitted to the Board of Directors prior to or at the commencement of the meeting. (See Article X, Section 2 of The Declaration of Covenants, Conditions, and Restrictions of The Chateau Foret Condominium Development)

Owners must be current with all fines and fees to participate in the voting process.

### **Delinquency Policy**

A late fee of \$20.00 will be assessed to any owner or tenant, as the case may be, who fails to pay in full the monthly assessment fee and/or any special assessment fee by the 10th day of each month.

Interest at a rate of 1.5% monthly will be assessed in addition to the late fee to any account past due.

Accounts past due for two months may be sent to collections and a lien placed against the unit.

Owners and their tenants will be responsible for any and all legal fees incurred in the collections process.

### **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 bin and not left outside of the bin, or in the bin enclosure. Residents are requested to place any trash they are disposing of in tied plastic bags before placing it in the garbage bin. Refuse is not allowed to be left in/on the stairways or landings.

## **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 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.

## **Exterior Modifications**

No building, fence, wall, satellite dish or other structure shall be commenced, painted, erected, or maintained upon the property, nor shall any exterior addition (including patios and balconies), change, or alteration be made without the written approval of the Board of Directors.

To protect the safety of all residents, as well as the structural integrity of the common elements, exterior modifications are prohibited without prior written consent from the Board of Directors.

If an exterior modification is made without prior written consent from the Board of Directors, the owner of the unit will be fined \$500.00, required to remove the modification, and return the modified area to its original approved state.

Fogged windows should be replaced. Plastic, newspaper, and foil are prohibited in windows or sliding doors. The Homeowners Association must approve exterior doors and screen doors.

The installation of window frames must be pre-approved by the Board of Directors, even if the size or type of window remains the same. The replacement of sliding glass patio doors must also be pre-approved by the Board of Directors.

Plastic materials or tarps may not be fixed to exterior walls, except as part of an active, approved construction process.

## Audio/Video Doorbell

Audio/Video Doorbell's are allowed on the Exterior of the Unit as a replacement or addition to the conventional doorbell (See 10.17 "Lighting and Security" CC&R's). Audio/Video Doorbell's are not considered an Exterior Modification.

## Interior Modifications

Minor interior modifications may be made as long as they do not affect the structural integrity of the unit. If in doubt, please contact and provide plans to the Homeowners Association for approval.

## Plumbing and Electrical

Owners are responsible for maintaining all plumbing and electrical equipment serving their unit only. Owners must ensure this equipment is kept in good repair. A licensed contractor must perform any plumbing or electrical repairs and/or replacements.

## Patios and Balconies

Patios and decks are referenced to in the CC&R's (9.02 Maintenance of Units) as limited use Common elements. As such, any changes made to them, in structure or appearance, is subject to approval from the Board of Trustees. It is also stipulated that they be maintained in a clean and orderly condition. Decks and patios may not be used as a permanent storage area for items not in use. Any Activity or anything placed on the patios or deck must be in good repair, and may not create a nuisance, be hazardous to any person or property, or be unsightly, see CC&R's (10.07 Nuisances, Hazardous Activities and Unsightliness). Planting containers and pots on balcony rails must be securely attached to the rail. Plant water must be contained in such a way as to protect the decks below.

## Garage Sales

Yard sales, garage sales, and/or estate sales are not permitted on any part of Chateau Foret Complex.

## Real Estate and other Signage

Signage for manned Real Estate open house events can be placed within the property for a maximum of eight hours on the day of the open house. Management Company must be contacted for directions and use of said signs.

A removable common "For Sale" sign with fact sheet holders is erected at the main entrance of the property. Unit Owners may place fact sheets in holders while Unit(s) are for sale. The Management Company must be contacted for directions and use of said

sign and holders. (Common "For Sale" sign and holders will be removed and stored when no Units are being marketed for sale).

### **Barbecue Grills**

Natural gas or propane barbecue grills are permitted. Insurance restrictions prohibit the use of charcoal barbecues. Caution must be exercised to avoid fire hazards.

The Board of Directors has the authority to prohibit the use of grills and/or wood, charcoal or mesquite chips or smokers grills by residents who create a hazard or nuisance to other residents.

### **Smoking and Fireworks**

All indoor Common areas (hallways, stairwells) and the pool are designated as "NON-SMOKING." Residents may not dispose of cigarette butts on Common Grounds; this includes throwing them from balconies or patios and leaving them in parking areas, lawns, garden areas and sidewalks. Fines will be levied for non-compliance.

Cigarette smoke is considered a nuisance if smoke interferes with someone else's space and constitutes grounds for fines being assessed. This includes smoke from within a unit and smoke from balconies that enter other dwellings through open windows. Any smoker must be 25 feet from any open window or door. It is required that you smoke away from any building.

The Utah nuisance law empowers individual residents to file a civil suit against anyone who causes second-hand smoke to encroach into another condominium unit.

Fireworks and all other combustible and flammable items are deemed to be extra hazardous to life, limbs, and property. Therefore, ***FIREWORKS ARE PROHIBITED.***

No flammable material is to be stored around your furnace and/or water heater.

### **Fire Extinguishers**

It is highly recommended that each unit owner installs at least one fire extinguisher in his or her unit.

### **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.

### **Renters**

The Board of Directors will be provided with a current copy of the lease/rental agreement, including contact names and numbers for the homeowner, renter, and rental agent, if applicable. The Homeowners Association will be notified of any units that are for rent, vacant or for sale.

Without notice or request, If the Owner fails to provide a copy of any and all current lease/rental agreements at the commencement of said lease/rental agreements as required, the Unit Owner will be fined \$500.00.

Pursuant to Utah law, an Owner's tenant may be held liable for violations of the CCRs and rules and regulations to the same extent as the Owner.

### **Damages**

Unruliness and damage to the Common Areas by any owner, resident or guest shall be reported to the Board of Directors. Homeowners and their tenants will be billed for the cost to repair, clean or replace property they or their guests damage.

### **Common Area**

Large gatherings and parties are not to be held in Common areas. Please keep in mind that most windows that face the parking lots are bedrooms or living rooms. Keep noise levels down at all hours; this includes the volume of car stereos, No screaming, yelling, etc.

### **Vehicles and Parking**

Each unit is allowed one covered parking space (assigned by the management company) and one uncovered parking space. The homeowner/renter may not park more than two vehicles per unit. Parking spaces are assigned, not owned, and are considered part of the Common area. Parking spaces may not be used for storage.

All vehicles must have current license plates. If a homeowner/renter's vehicle has expired plates, the homeowner/renter will be given a 72-hour notice on the vehicle. The vehicle will be towed after 72 hours if not taken care of. If a homeowner lives out of state, the management company does not have to contact the homeowner to tow their vehicle if the plates are expired. Maintaining current registration is the owner's responsibility; all costs associated with towing or storage will be at the owner's and or tenant's expense.

Any vehicle in the Common area without plates will be towed without warning.

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 vehicles, may not exceed the length or width of any parking space. In addition, commercial vehicles may not contain hazardous or flammable materials.

### **Excessive Noise**

Please respect your neighbors by complying with the following:

#### **QUIET HOURS**

Quiet hours for Chateau Foret are 10:00 p.m. to 8:00 a.m. per Holladay City Ordinance.

It is recommended that you place equipment that emanates sound (i.e., stereo equipment, speaker systems, televisions, radios, etc.) against walls not adjoining other units. Please use good judgment' when playing music. The level of sound equipment must never be loud enough to disturb others.

If entertaining in your home, please remember the Association Quiet Hours, and monitor your guests. Remember as the homeowner, renter, or occupant, you are responsible for any noise complaints.

Please complete housework (i.e., vacuuming, running dishwasher and/or laundry equipment, minor home improvements, etc.) outside of the established Association Quiet Hours. Due to the property age and limited insulation between walls and floors, excessive noise can permeate the walls of neighboring units.

Screaming, yelling, or crying that is audible in another unit or Common area is considered excessive noise. Please take steps to avoid contributing any excess noise to the community.

If an alarm is installed in your vehicle, please ensure that the alarm is in proper working condition and know how to properly work the system.

Please keep all motorized vehicles in proper running condition. Excessive noise due to a damaged or altered muffler system is not allowed.

Car stereos must be turned down once you enter the property. No one should be able to hear your car stereo outside your car as you drive in/ the property at any time.

If you are having remodeling or construction done to your unit, contractors must stop all work that may produce sounds which are audible through walls by 6:00 p.m.

Fine structure for noise violation: See Enforcement of Rules and Regulations.

### **Number of renter recommendations**

It is recommended for those owners who rent out their units to consider limiting the number of occupants for a two-bedroom unit to four persons and limiting the number of occupants in a one-bedroom unit to two persons. This will make compliance with current rules/regulations, such as the number of guests at the pool easier to monitor.

### **Enforcement of Rules and Regulations**

**First Violation:** The HOA and/or Management Company will issue a written warning to the owner and tenant, if applicable, 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 similar violation committed within one year from when 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 similar violation committed within one year from when 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 one-year from when the written warning was issued, or a current violation not remedied within ten (10) 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, including those costs and legal fees incurred to collect the assessed fines.

For violations which continue not remedied month to month, you will be subject to a recurring monthly fine of \$500.00. Cumulative fines will not exceed \$500.00 per month.

### **APPEAL PROCESS**

An owner or tenant 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, see Article 6 (j) as a result of such a request shall be governed by the following rules:** The owner and tenant, if applicable, must appear at the time and place designated by the Board of Directors for the hearing.

At the hearing, the owner or tenant 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 or tenant 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 and may be collected as an unpaid assessment as set forth in these Rules and Regulations.

Correspondence should be sent to:

**Chateau Foret  
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 and the owner's tenant. 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.**

**Note:**

Other rules including Pet Rules and Regulations; Pool Rules and Regulations are listed separately.