

## AMENDMENT

(April 15, 1999)

### Rules and Regulations of **Bloomington Knolls Association** Housing for Persons 55 or Older

The following Rules and Regulations are subject to amendment by the Board as may be required to preserve the status of the Project as Housing for Persons 55 Year of Age or Older.

Advertising. All advertising of any Townhome for sale or lease shall state the Townhome must be occupied by at least one person fifty-five (55) years of age or older.

Posted Signs. The Association shall maintain signs in clearly visible areas which state the Project is Housing for Persons 55 Years of Age or Older.

Publications. Any publications of the Association, including invoices, newsletters, letterhead, shall state Project is Housing for Persons 55 Years of Age or Older.

Records. The Association shall maintain records at all times which shall comply with the requirements of federal law, currently 24 CFR § 100.307 et. seq.

Proposed Purchase. When any lot is proposed for purchase, before the closing of such lot may occur, the purchaser shall submit to the Association proof as set fourth below that one of the occupants of the Townhome shall be fifty-five (55) years of age or older at the time of closing.

Proposed Lease. When any lot is proposed for lease, before the execution of the lease, the lessee shall submit to the Association proof as set forth below that one of the occupants of the Townhome shall be fifty-five (55) years of age or older at the time of occupancy.

Annual Verification. At least once every year, each owner, occupant and resident shall submit proof as set forth below that one of the occupants of the Townhome is fifty-five (55) years of age or older.

Evidence. The following documents are considered reliable documentation of the age of the occupants of the Project. Copies or extracts shall be maintained by the Association:

- (1) Driver's license;
- (2) Birth certificates;
- (3) Passports;
- (4) Immigration card;
- (5) Military identification;
- (6) Any other state, local national or international official documents containing a birth date of comparable reliability, or
- (7) A certification in a lease application, affidavit, or other document signed by an adult

member of the household asserting that at least one person in the unit is fifty-five (55) years of age or older.

Penalty. If the occupants of a particular dwelling unit refuse to comply with the age verification procedures, the Board may impose a fine not to exceed \$100 for each day that the information is not provided after written notice is sent.

Board Findings. If the Board has sufficient evidence available without receiving the information from the owner, occupant, or resident, the Board may, without waiving the penalty provided herein for withholding information, consider the unit to be occupied by at least one person fifty-five (55) years of age or older. Such evidence may include:

- (1) Government records or documents, such as a census;
- (2) Prior forms or applications; or
- (3) A statement from an individual who has personal knowledge of the age of the occupants. The individual's statement must set forth the basis for such knowledge.

Open Files. Information accumulated under this Rule and Regulation shall be available for inspection upon reasonable notice and request by any person.

# BLOOMINGTON KNOLLS ASSOCIATION - RULES AND REGULATIONS

## GUEST REGISTER

ALL PERSONS USING THE POOL AREA WILL PROVIDE INFORMATION  
REQUESTED BELOW

CATEGORIES OF USERS TO BE INDICATED IN CATEGORY COLUMN

FAM - Immediate Family Staying in Owner's Unit  
Res Guests - Resident Guests Staying in Owner's Unit  
LESSEES - Lessees  
Non-Res Guests - Non-Resident Guests

[illegible]

# BLOOMINGTON KNOLLS HOMEOWNERS ASSOCIATION

## Resolution of the Board of Director

WHEREAS, pursuant to the Declaration of Covenants, Conditions and Restrictions, the Board of Directors is vested with the authority to promulgate and adopt rules and regulations as the Board deems necessary or desirable to aid it in administering the affairs of the Association and to protect the common interests of all members;

WHEREAS, the Declaration provides that all owners must pay assessments as they come due;

WHEREAS, the Board of Directors deems it necessary and in the best interest of the Association to adopt a policy pursuant to Utah law (Utah Code §57-8a-204, 205) whereby the Association may terminate common utility service to, and facility use by, delinquent owners, and collect rent directly from the tenants of delinquent owners.

**NOW, THEREFORE, IT IS RESOLVED** that the following policy be adopted by the Board of Directors:

1. **Termination of Common Utility Service and Facility Use.**

- (a) If an Owner fails or refuses to pay an assessment when due, the Board of Directors may, after giving notice and an opportunity to be heard in accordance with Section (b), terminate an Owners right:

- (1) To receive any utility services paid as a common expense; and
- (2) Of access and use of recreational facilities.

- (b) Notice to Owner. Before terminating utility services or the right of access and use of recreational facilities, the Board or its agent shall give written notice to the Owner. The notice shall state.

- (1) utility service or the right of access and use of the recreational facilities will be terminated if payment of the assessment is not received within 48 hours;
- (2) the amount of the assessment due, including any late fees, interest, and costs of collection; and
- (3) that the Owner has a right to request a hearing by submitting a written request to the Board of Directors within 14 days from the date the notice is received.

- (c) If a hearing is requested, utility services or right of access and use of the recreational facilities any not be terminated until after the hearing has been conducted and a final decision has been entered. In the event that the Association incurs costs to terminate any such utility service, the defaulting Owner shall be responsible for all such costs, including the cost of installation of an individual shut off valve, if necessary. Upon payment of the assessment due, including any interest, late charges, and costs of collection, the Board shall immediately take action to reinstate the terminated utility services to the Unit.

## 2. **Future Lease Payments.**

If the Owner of a Lot who is leasing such lot (and the home thereon) fails to pay an assessment for more than sixty (60) days after the Assessment is due, the Board of Trustees, upon compliance with this Resolution, may demand that the tenant pay to the Association all future lease payments due to the Owner, beginning with the next monthly or other periodic payment, until the amount due to the Association is paid.


- (a) Notice to the Owner. The manager or Board of Directors shall give the Owner written notice of its intent to demand full payment from the tenant. This notice shall:
  - (1) state that full payment of the remaining lease payments, beginning with the next monthly or other periodic payment unless the assessment is received within 10 calendar days, must be paid directly to the Association at the address to which payment of assessments is generally mailed. However, payment must be sent directly to the Association attorney if the account has been turned over for collection;
  - (2) state the amount of the Assessment due, including any interest or late payment fee; and
  - (3) State that any costs of collection, and other Assessments that become due, may be added to the total amount due.
- (b) Notice to the Tenant. If the Owner fails to pay the Assessment due by the date specified in the notice described in Subsection (a), the manager or Board of Directors may deliver written notice to the tenant that demands future payments due to the Owner be paid to the Association pursuant to Subsection (c).
  - (1) The manager or Board of Directors shall mail a copy of the notice described in this subsection (b) to the Owner.
  - (2) Content of Notice. The notice provided to the tenant under this Subsection (b) shall state:
    - (i) that due to the Owner's failure to pay the Association within the time period allowed, the Owner has been notified of the intent of the Board of Directors to collect all lease payments due to the Association;

- (ii) that until notification by the Association that the Assessment due including any interest, collection cost, or late payment fee, has been paid, the tenant shall pay to the Association all future lease payments due to the Owner; and,
  - (iii) that payment by the tenant to the Association in compliance with this Section will not constitute a default under the terms of the lease agreement.
- (3) If a tenant makes payments in compliance with this Resolution, the Owner is prohibited from initiating an action against the tenant, pursuant to Utah Law (Utah Code §57-8a-205).
- (c) All funds paid to the Association pursuant to this Resolution shall be deposited in a separate account and disbursed to the Association until the Assessment due is paid in full. Any remaining balance shall be paid to the Owner within five (5) business days after payment in full to the Association.
  - (d) Within five (5) business days after payment in full of the Assessment, including any interest, late payment fee, and costs of collection, the manager or Board of Directors shall notify the tenant in writing that future lease payments are no longer due to the Association. The Association shall mail a copy of the notification to the Owner.

**NOW, BE IT FURTHER RESOLVED** that a copy of this resolution shall be distributed to all owners.

DATED this 19<sup>th</sup> day of January, 2010.

ATTEST

  
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President, Bloomington Knolls Homeowners Association

  
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Secretary, Bloomington Knolls Homeowners Association