

SEQUOIA COTTAGES MASTER ASSOCIATION
RULES AND REGULATIONS
AND
ARCHITECTURAL GUIDELINES
Adopted: 8/10, 2023

1. INTRODUCTION

- 1.1. Unless expressly defined herein, capitalized terms shall have the meaning set forth in the Master Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for Sequoia Cottages located in West Jordan City, Utah (the “Master Declaration”).
- 1.2. These rules and architectural guidelines herein (collectively, the “Rules”) are adopted by the Declarant. Pursuant to Section 57-8a-217(6) of the Act and of the Master Declaration, the statutory rule-making process set forth in Section 57-8a-217(2) of the Act is inapplicable to these Rules.
- 1.3. All further restrictions, rights, and covenants contained in the Governing Documents are incorporated as part of these Rules and are subject to the enforcement policies set forth in these Rules.

2. PURPOSE OF RULES

- 2.1. The purpose of these Rules is to enhance and protect the value of the individual Units by preserving and maintaining an overall desirable environment for the Sequoia Cottages community and the Master Association members.

3. PERSONS TO WHOM THESE RULES APPLY

- 3.1. These Rules apply to all Owners, Occupants, Lenders, purchasers at foreclosure sales, and any other Person who may enter the Project at any time.
- 3.2. Every Person to whom these Rules apply is personally responsible for any violation of these Rules. The Owner of any Unit is jointly and severally responsible for any violation of these Rules with any Person occupying that Owner’s Unit and any guests of, or persons associated with, any Person occupying that Owner’s Unit. An Owner’s responsibility under this section is not limited if, for any reason, the Owner is not aware of the Person(s) occupying or visiting the Owner’s Unit. For any violations of these Rules related to a particular Unit or its Owners or Occupants, or any Persons associated with the Owner or the guest of Occupant of that Unit, the Management Committee may seek to enforce these Rules against:
 - 3.2.1. Any Non-Owner, Occupant, tenant, guest, or invitee, or other Person violating the Rules or Governing Documents;
 - 3.2.2. The Owner of the Unit only; or
 - 3.2.3. The Owner and any Persons violating the Rules.

4. ENFORCEMENT OF RULES AND TERMS OF GOVERNING DOCUMENTS

- 4.1. The Management Committee may enforce any violation of the Master Declaration, the Plat, the Bylaws, the Articles of Incorporation, or these Rules or other rules and regulations through any action provided for in these Rules, any enforcement mechanism provided for in any of the other Governing Documents, and any other means authorized by law.

- 4.2. Each and every type of violation of each and every provision of the Governing Documents and the Act is hereby made specifically subject to and punishable by the specific fines provided for in these Rules.
- 4.3. The Management Committee retains the right to apply the enforcement policies set forth in these Rules to any matter or action not specifically covered in these Rules, but which is harmful to the health, welfare, or safety of an Owner or harmful to the Master Association, and to take any reasonable and appropriate action in response to anything adversely affecting the value of the Units or adversely affecting the use or operation of the Units or the Common Area and Facilities.
- 4.4. Any violation or continuing violation of these Rules or the other Governing Documents may result in any one or more of the following enforcement actions as deemed appropriate and reasonable by the Management Committee, or as otherwise required or allowed by the Governing Documents or the Act:
 - 4.4.1. Issuance of a warning;
 - 4.4.2. Issuance of a fine (pursuant to the schedule and requirements below);
 - 4.4.3. Recording of a notice of lien;
 - 4.4.4. Commencement of legal action for damages, injunction, and other relief;
 - 4.4.5. Entrance onto any Lot to make repairs and to do other work necessary for the proper maintenance and operation of the Project;
 - 4.4.6. Towing or immobilizing an improperly parked vehicle;
 - 4.4.7. Taking any other appropriate action, including, but not limited to, any action provided for in the Governing Documents or these Rules.
- 4.5. If any two sections in these Rules apply to the same incident or matter, any prescribed penalties, fees, fines, or remedies may be in addition to one another, according to the reasonable determination of the Management Committee.
- 4.6. Owners in violation of these Rules and/or any other provisions in the Governing Documents, will be assessed and must pay all reasonable legal fees, collection costs, lien fees, management fees, processing fees, and all other costs incurred by the Master Association related to enforcement.
- 4.7. Upon notice of an enforcement action other than a fine, the Owner may request a hearing under the same procedure provided below for fines. If a hearing is requested, the rules and procedures for a hearing on a fine shall be followed, except that the enforcement action shall not be stayed.
- 4.8. Fines.
 - 4.8.1. The Management Committee is hereby authorized to issue fines for a violation of the Governing Documents.
 - 4.8.2. A fine may be assessed for any violation of any specific provision, prohibition, and requirement of these Rules or the other Governing Documents.
 - 4.8.3. The fine for violations shall be as follows:

- 4.8.3.1. First Violation. The Master Association shall give a written warning to the Owner, by hand-delivery, first class U.S. mail, or email which shall: (1) notify the Owner of the violation by describing the violation, and stating the provision of the Governing Documents that was violated; and (2) inform the Owner that a fine may be imposed if a second similar violation occurs within one year of the date of the warning, and/or if the violation is not cured within 48 hours after the day of the warning.
- 4.8.3.2. Second Violation. In the event of a second violation of the same type after a warning in any one-year time period, or in the event of a continuing uncorrected violation after the initial 48-hour warning period, a fine of twenty-five dollars (\$25.00) may be imposed on the Owner. No warning is required before the imposition of a fine for a second violation of the same kind within a one-year period, or for a continuing fine not cured more than forty-eight (48) hours from the initial warning. In the event of a second parking violation within a one-year period, the vehicle may be booted or towed in addition to any other remedy.
- 4.8.3.3. Third Violation. In the event of a third violation of the same type within a one-year period, or ten days after the imposition of an initial fine for a continuing violation, a fine of one hundred dollars (\$100.00) may be imposed on the Owner. No warning is required before the imposition of any fine for a third violation of the same kind within a one-year period or for a continuing violation which remains uncorrected ten (10) days after the assessment of the initial fine.
- 4.8.3.4. Fourth and Subsequent Violations. In the event of a fourth violation of the same kind within a one-year period after imposition of the previous fine, or for any continuing violation which remains unabated ten days after the imposition of a previous fine, a fine of five hundred dollars (\$500.00) may be imposed on the Owner.
- 4.8.3.5. All fines described herein are Assessments as described in the Master Declaration, and, therefore, shall accrue interest and late fees at the same rate and in the same manner as an unpaid Assessment.
- 4.8.4. An Owner who is assessed a fine may request an informal hearing to protest or dispute the fine within 30 days from the date the fine is assessed. Unless otherwise required by law, such hearing shall be conducted in accordance with the provisions set forth below.
- 4.8.5. If a hearing is requested, no interest or late fees shall accrue related to the fine until after the hearing has been conducted and a final decision has been rendered by the Management Committee.

- 4.8.6. All requests for hearing shall be in writing and shall be mailed, hand-delivered, or emailed to the Management Committee or Manager.
- 4.8.7. The hearing shall occur within thirty (30) days after the Owner delivers a written request for hearing and the Owner shall have notice of the hearing at least fourteen (14) days before the date of the hearing.
- 4.8.8. Hearing shall be governed by the following rules:
 - 4.8.8.1. The Owner must appear at the time and place designated by the Management Committee for the hearing. The appearance may be telephonic or via video conferencing, if reasonably available. All individuals are attending on behalf of the Owner may also attend telephonically or via video conferencing, if reasonably available.
 - 4.8.8.2. At the hearing, the Owner contesting the fine shall be entitled to a reasonable amount of time to present evidence to challenge the alleged occurrence of the violation or present other information as the Owner believes is pertinent or appropriate for the Management Committee's consideration. The Owner may invite other Owners or Persons to present evidence or information related to the alleged occurrence of the violation.
 - 4.8.8.3. The Management Committee may establish and announce at or before the hearing any other reasonable requirements or restrictions to facilitate efficiency and/or fairness of the hearing.
 - 4.8.8.4. Within ten (10) days of the hearing, the Management Committee shall issue and mail or email to the Owner a written decision regarding the dispute.
 - 4.8.8.5. The Management Committee's decision shall be final, subject only to the Owner's right to challenge the decision in a court of competent jurisdiction within the time prescribed by law.
 - 4.8.8.6. The Management Committee may rely on any reasonable information and evidence in determining whether or not a violation of the Rules has occurred, both initially and after a hearing.
 - 4.8.8.7. Any fine which remains unpaid after the Management Committee's decision, or after the time for requesting a hearing has expired without a hearing being requested, may be collected as an unpaid Assessment by any means authorized in the Governing Documents.

5. REPORTING VIOLATION

- 5.1. Owners and Occupants may report violations of the Governing Documents to the Management Committee or Manager, so that the safety, security, Community-Wide standards and community environment are protected.

- 5.2. Although not required, the following information is requested from Owners and Occupants reporting a suspected violation, either in writing or by telephone:
 - 5.2.1. The name and address of the individual reporting the violation;
 - 5.2.2. The name and/or address of the Owner, Occupant, or other Person alleged to have committed the violation (or any other reasonable method of identifying the offender or the Unit at issue);
 - 5.2.3. A reasonably detailed description of what the individual observed or heard, or other explanation supporting the individual's knowledge of a violation;
 - 5.2.4. The date, time, and location that the individual observed or otherwise perceived the violation; and
 - 5.2.5. The provision of the Governing Documents believed to have been violated.
- 5.3. The Management Committee shall have absolute discretion in determining whether information provided related to a suspected violation results in any enforcement action.

6. ASSESSMENT INSTALLMENT PAYMENTS

- 6.1. Assessments shall be paid in monthly installments. All Assessments are due on the first (1st) day of the month for the month in which they are due. Payments received after the tenth (10th) day of the month in which the Assessment is due are late.
- 6.2. All fines, late fees, legal fees, collection costs, interest, and any charges other than regular Assessments are due on the first (1st) day of the month following the month in which they are assessed. These same amounts are late if they are received after the tenth (10th) day of the month in which they are due.
- 6.3. A late charge of thirty-five dollars (\$35.00) shall be assessed if payment, in full, is not received by the Master Association by the tenth (10th) day of each month.
- 6.4. Interest at the rate of two percent (2%) per month of the total amount remaining unpaid on the tenth (10th) day of the month will be assessed on any unpaid balance as of that date.
- 6.5. The greater of the amount charged to the Master Association by a Manager or \$20.00, in addition to any fee from the Master Association's financial institution, will be assessed for any dishonored checks or payments. A late fee will be applied if any dishonored check or payment results in the late payment of any Assessment.
- 6.6. Payments received shall be applied to the oldest assessed amount first.
- 6.7. If all assessments and other amounts owing are not paid as required in the Governing Documents, the Master Association may exercise any collection remedy provided for in the Governing Documents, the costs of which will all be charged to the Owner.

7. NOISE, NUISANCES, AND OFFENSIVE ACTIVITIES

- 7.1. No one shall create, maintain, or allow to continue a nuisance in, on, or about the Project. A nuisance includes, but is not limited to:
 - 7.1.1 Any unclean, unhealthy, unsanitary, unsafe, unsightly, untidy, or unkempt condition, or any condition noxious to the senses, including, but not limited to, any condition that emits any foul, unpleasant, or noxious odors, or any condition that causes any unreasonable noise or other unreasonable condition that disturbs, or might disturb, the peace, quiet, safety, comfort, or serenity of the other Owner or Occupant of the Project;
 - 7.1.2. Actions or activities tending to cause unreasonable embarrassment, discomfort, annoyance, distress, or a disturbance to any Management Committee Member, employee, or agent of the Master Association, Owner, Occupant, guests, or invitees, particularly, if law enforcement must be called to restore order;
 - 7.1.3 Maintaining any plants, animals, instruments, equipment, machinery, fixtures, devices, items, or things of any sort whose activities or existence is in any way illegal, noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Project by other Owners, Occupants, guests and invitees;
 - 7.1.4. Excessive foot or vehicle traffic around or about the Common Area and Facilities or any Unit (beyond that typically expected for a residence or residential community), especially after 10:00 p.m. and before 7:00 a.m.;
 - 7.1.5. Excessive noise within the Project (beyond that which is typical for a residence or residential community), particularly after 10:00 p.m. and before 7:00 a.m.;
 - 7.1.6. Maintaining or creating any excessive noise from any device, including, but not limited to, stereos, televisions, or other electronic devices;
 - 7.1.7. The origination or creation of tobacco smoke that drifts or passes through whatever means onto any other Lot or into any other Dwelling or into Common Area and Facilities occupied by other Owners or Occupants;
 - 7.1.8. The failure to regularly remove rubbish, trash, refuse, waste, dust, debris, and garbage from a Unit;
 - 7.1.9. Bouncing, throwing or hitting balls or any other object against walls of Common Area and Facilities, shared walls, and/or fences.
- 7.2. The use or operation of any drone in the Project is permitted only in accordance with this section. Before operating any drone or similar unmanned aerial vehicle, the operator must register such drone with the Manager. Drones may be used for commercial purposes, such as taking pictures of property to be offered for sale, or to monitor construction. No drone may be used to invade the privacy of any Owner or Occupant or cause a disturbance to any Owner or Occupant.

8. DAMAGE TO PROJECT

8.1. The Master Association may assess individual Owners for any damage or costs that they, their family-members, their guests, and/or their animals cause in or on the Project in violation of the Rules, regardless of whether the damage or costs is a covered loss under any Master Association insurance policy. The Master Association may warn and fine any Owner for any violation of the Governing Documents, regardless of whether such violation causes a loss, which for insurance purposes, is a covered or non-covered loss.

8.1.1. Nothing in this rule shall prohibit an Owner from asserting his/her/their right to make a claim directly or through subrogation for a loss against the Person or Persons at fault for the loss.

8.2. Owners shall ensure that they do not cause damage to the Project, other Units, or the Common Area. For attached Dwellings, this obligation includes, but is not limited to, maintaining adequate heat inside of the Unit to ensure that water pipes do not freeze and burst, and ensuring that the individual heating equipment, hot water heating unit, plumbing, and electrical fixtures of the Unit are properly maintained, and do not cause damage to other Units or the Common Area.

8.3. Owners must notify the Master Association or the Manager in the event of property damage as soon as practicable, but in no event greater than forty-eight (48) hours, after the Owners learn of the damages.

9. GENERAL RULES FOR THE EXTERIOR OF UNITS AND LOTS

9.1. Owners and Occupants may display holiday decoration on the Dwelling exterior or on a Lot for a period of up to thirty (30) days before and thirty (30) days after the related holiday.

9.2. Owners and Occupants may display one American flag on the exterior of a Unit or on a Lot. A flag, if displayed, must be displayed in accordance with the U.S. Code, Title 4, Chapter 1.

9.3. Owners and Occupants may display political signs for a period of sixty (60) days before and two (2) days after any election but may not exceed one (1) sign per candidate or ballot measure.

9.4. Owners may display one (1) "for sale," or "for rent" sign on the exterior of a Unit or on a Lot. An Owner's realtor may display an "open house" sign when the realtor is present on the property and is conducting an open house.

9.5. No modifications of any kind shall be made to the Common Area and Facilities without written permission from the Management Committee.

9.6. No Unsightly Conditions shall be permitted within the Project.

9.6.1. All portions of the exterior of each Unit visible from the road, the Common Area and Facilities or any other Unit, must be kept in a neat, tidy and slightly condition. All rubbish, debris, unsightly materials, or similar objects shall be regularly removed and not allowed to accumulate thereon. No construction materials, equipment, grass, shrub, tree clippings or plant

waste, compost, metals, bulk materials, scrap, refuse or trash shall be kept, stored, or allowed to accumulate on any Unit, except within an enclosed structure, or when appropriately screened from view.

- 9.6.2. No aluminum foil, newspapers, reflective film coatings, or any other similar materials may be used as a blind, shade, or cover on the inside of any exterior window in any Unit. Windows may only be covered with coverings that are specifically designed for windows, such as blinds, curtains, and drapes. All window coverings must be a solid color, non-patterned, and a neutral shade of white, off-white, tan, or wood color. No brightly covered window shades are permitted.
- 9.6.3. External laundering, including clothes lines, may not be placed where they are visible from the road or the Common Area and Facilities.
- 9.6.4. Vehicle maintenance shall not be conducted in the Project except inside enclosed garages or on an approved concrete pad behind a fence screening the maintenance from view from the Common Area and Facilities and other Units. No repairs of detached machinery, equipment, fixtures, recreational vehicles, campers, trailers, boats, fifth-wheel campers, RVs, or similar vehicles are permitted within the Project, unless such repair can be completed entirely within an enclosed garage.
- 9.6.5. Rain barrels, or other water collection devices, may not be placed or stored where they are visible from the road or the Common Area and Facilities.
- 9.7. Installation of any solar energy system shall require the prior, written approval of the Management Committee. An Owner shall be responsible to pay all costs and expenses incurred by the Management Committee for review of such application. Solar energy systems shall comply with all applicable health, safety, and building ordinances and laws. Any solar energy systems intended to produce electricity shall comply with the safety and performance standards established by the National Institute of Electrical and Electronic Engineers, Underwriters Laboratories, or the State of Utah. Any solar energy system intended to heat water shall be certified by the Solar Rating and Certification Corporation. A roof-mounted solar energy system shall not extend above the Unit's roof line and the panel frame, support brackets, and any visible piping or wiring shall be similar in color to the Unit's shingles, as determined by the Management Committee, in its sole discretion. A ground-mounted solar energy system shall be located so as to not be visible from the street that fronts the Unit.

10. PARKING AND ROADWAYS

- 10.1. No overnight parking is permitted on the private or public streets within the Project. Overnight parking is allowed, only in the designated parking areas, in driveways, or in garages.
- 10.2. No vehicle may be parked or driven on, or over, any entryways, sidewalks, curbs, or lawns or landscaped areas. No vehicle may be parked in front of any trash dumpster, in any fire lane, or in any area marked "no parking" or "tow away," or

the like. No vehicle may be parked in such a way as to impede access of emergency equipment, garbage trucks, or to impede access to any Unit or the Common Area and Facilities.

- 10.3. Owners, Occupants and their guests and invitees must obey the posted speed limits within the Project.
- 10.4. RVs not stored in the Units garage are not permitted to be parked within the Project, except for actual loading or unloading.
- 10.5. All vehicles of any kind parked at the Project must be operable and properly licensed. No disabled or inoperable vehicle may be stored within the Project. If a vehicle becomes disabled with the Project, temporary permission for the storage of the vehicle may be granted by the Management Committee.
- 10.6. Notice of any alleged parking violations, fines, or warnings issued related to any parking violations may be posted on the vehicle. If appropriate, the violation notice shall contain a deadline for remedying the violation. Vehicles parked in violation of the Master Declaration or these Rules after the deadline contained in the notice may be towed, impounded, and stored at the vehicle-owner's expense. Vehicles may be towed, impounded, and stored at the vehicle owner's expense without any notice if a vehicle is parked in any manner that blocks any other Owner or Occupant's ability to move in or out of his/her/their driveway, parking area, or in and out of the Project, or in any manner that the Management Committee, in its sole discretion, determines to be unsafe. The Management Committee and its members shall be indemnified by, and held harmless by, the owner of the vehicle from any loss, damage, or claim caused by, or arising out of, the impounding, towing, or storing of a vehicle pursuant to these rules.

11. TRASH DISPOSAL AND RECYCLING

- 11.1. Refuse, garbage, and trash shall be disposed of in sealed plastic bags placed in designated garbage receptacles or containers. No refuse, garbage, or trash, whether or not in a plastic bag, may be stored on a porch, patio, deck, balcony, landing or otherwise on a Lot, or on Common Area and Facilities.
- 11.2. Recycling shall be placed in an appropriate recycling receptacles or containers. Empty boxes shall be broken down and placed in the appropriate recycling receptacle or container.
- 11.3. No construction materials or hazardous waste may be discarded or placed in any Master Association dumpster (if any). This includes, but is not limited to, construction materials, computers, televisions, mattresses, appliances, tires, paint, solvents, batteries, and motor vehicle oil.
- 11.4. Trash and recycling containers must be stored in the garage, behind a fence on the side of a home, or in other screened area, except during the period beginning 6:00 pm the day before regularly scheduled trash or recycling collection and ending 8:00 pm the day of regularly scheduled trash or recycling collection.

12. PROHIBITED AREAS AND USES

- 12.1. Without the permission of the Management Committee, no one is permitted on any common or shared wall, fence or other common or shared structure not reasonably expected to be subjected to such use.
- 12.2. No ATV, off-road motorcycle, snowmobile, or other motorized vehicles are permitted on any trails within the Project at any time.

13. SAFETY

- 13.1. Except as incidental to the storage of camping equipment, vehicles, landscape maintenance equipment, and other normal maintenance equipment and items, no one shall use, or permit to be brought into, any Unit, or Units, any flammable materials, oils or fluids such as gasoline, kerosene, naphtha, benzene, other explosives, or other such articles that are abnormally hazardous.
- 13.2. No one shall permit anything to be done or kept on the Project which will result in the cancellation of insurance, or which would be in violation of any public law, ordinance, or regulation.
- 13.3. Consistent with the Master Declaration, no open fires are permitted in the Project, provided, however, this provision shall not apply to barbeques or fire pits approved as part of a Lot landscaping plan.

14. RESTRICTIONS ON CONSTRUCTION, REMODELING, REPAIRS, STRUCTURAL CHANGES TO UNITS AND LANDSCAPING

- 14.1. No alteration of a Unit affecting the Unit exterior, including any remodeling, upgrades, painting, repairs, and/or landscaping is permitted without approval of the Management Committee. All alterations and repairs affecting the Unit exterior, and all Lot landscaping shall be undertaken and completed in compliance with City ordinance, applicable building codes, manufacturer's specifications for any materials, equipment, and fixtures, and any Architectural Guidelines, as well as the following: (i) no use of the Common Area and Facilities for staging, storage, assembly, or construction; (ii) no nuisance shall be created as defined by law or by the Governing Documents; (iii) no blocking of the Common Area and Facilities or roadways by vehicles, materials, or persons; (iv) no use of the Master Association's garbage and disposal facilities for the disposal of debris, materials, or other items; and (v) all debris and trash shall be cleaned up and removed in a timely manner. Any variance from these requirements may only be granted by the Management Committee.
- 14.2. Consistent with the Act, the Association has partnered with Localscapes® to support water-wise landscaping within the Project while maintaining Community Standards. All Lot landscaping, drainage and grading shall be completed strictly in accordance with these Rules and applicable City code or ordinance pursuant to a landscaping plan submitted by the Owner and reviewed and approved by the Management Committee.
- 14.3. To protect and preserve the integrity of the footings and foundations for the Dwellings and other structures constructed within the Project, no sod or other

water-intensive plants shall directly be planted around any foundation. A Lot landscape plan shall provide for and each Owner shall be responsible to maintain a minimum of three (3) feet between the exterior of the foundation and any sod or other water-intensive plants (“Restricted Landscape Zone”). If approved as part of the Owner’s landscape plan, the Restricted Landscape Zone may be used as a planting bed, subject to restrictions in the Master Declaration and these Rules regarding slope, grading, and drainage, and subject to the restrictions below regarding irrigation systems.

- 14.4. To preserve and protect the integrity of the footings, foundations, and exteriors for the Dwellings and other structures constructed within the Project, irrigation/sprinkler system spray heads, lines, valves and, stop & waste valves are to be placed outside of the Restricted Landscape Zone. Rain gutter downspout discharges are to be placed a minimum of ten (10) feet from the foundations of the Dwelling. Only hand watering or drip irrigation is allowed within the Restricted Landscape Zone. Additionally, an Owner shall be responsible to ensure that water spray from an irrigation/sprinkler head does not hit the foundation, Dwelling exterior, or within the three (3) foot Restricted Landscape Zone.
- 14.5. Each Owner shall ensure that his/her/their Lot, if any, strictly conforms with the grading and drainage plan established by the Declarant and the City. No structure, improvements, plants, or other material or item may be placed or permitted to remain on a Lot which may interfere with or damage the Lot or neighboring Lots or which may create erosion or sliding problems, or which may change the direction or flow of drainage channels or obstruct or retard the flow of water through the channels.
- 14.6. The slope control area of the Lot, if any, and all improvements thereon shall be maintained continuously by the Owner of the Lot (excluding any improvements for which a governmental or quasi-governmental authority or utility provider is expressly responsible).
- 14.7. All Lot landscaping, including irrigation system, planting of required Lot trees and required street trees and required landscaping of park strips, must be completed within nine (9) months of the date of closing on the purchase of the Unit and in accordance with the Community Wide Standards.
- 14.8. Unless otherwise provided for in a Supplement to Declaration for a particular phase of the Project or for a Benefitted Neighborhood, an Owner is responsible for the initial planting of street trees on his/her/their Lot and in the adjacent park strip.
- 14.9. Trees, lawns, shrubs, or other plantings placed on a Lot shall be properly nurtured, maintained and replaced by the Owner. Trees, bushes and shrubs shall be pruned, trimmed and topped as necessary. Any diseased or dead lawn, trees, ground cover, bushes or shrubs on a Lot shall be removed and replaced by the Owner.
- 14.10. The Owner shall keep his/her/their Lot reasonably free of weeds.
- 14.11. Front yards (i.e., the area on the Lot between two (2) feet behind the front plane of the Dwelling and the street, including any park strip) comprised primarily or substantially of “Controlled Surfaces” are prohibited. In addition to required tree

plantings, the ratio of plants to Controlled Surfaces on a Lot must be at least fifty percent (50%). Plantings must be covered by drip irrigation. For purposes of this Section 14.11, "Controlled Surface" shall mean and refer to concrete, masonry products, pavers, brick, stone, cobblestone, tile, terrazzo, slabs, slate, rock, pebbles, gravel, wood, woodchips, bark, decking, and other artificial and/or impermeable products. Concrete parking pads and/or approaches may be installed with the prior written approval of the Management Committee. Gravel or other loose material in parking pads and approaches is prohibited. Any material changes or modification to previously approved landscape shall require prior written consent of the management committee.

14.12. Water-Wise Landscapes are permitted per Utah Code Ann. §57-8a-231 and shall abide by the following rules:

- 14.12.1. All landscape plans (regardless of materials being proposed) must be applied for review of the Architectural Review Committee (the "ARC") and be approved before installation.
- 14.12.2. Street trees must be planted in accordance with the Street Tree Planting Plan.
- 14.12.3. At least 50% of a non-sodded area must consist of plant material with a variety of colors, sizes, and textures for year-round visual appeal.
- 14.12.4. Plant coverage ratio is based on the expected size of plants at the sooner of three (3) years or plant maturity.
- 14.12.5. Plant coverage must be evenly spaced throughout non-sodded areas (except for designed walking paths).
- 14.12.6. Tree canopy is not counted towards plant coverage ratios.
- 14.12.7. Drip irrigation is required.
- 14.12.8. Dark brown or black, shredded, organic mulch or decorative rock may be used as a ground covering.
- 14.12.9. Decorative rock must be neutral in color and one to four inches (1"-4") in size.
- 14.12.10. Decorative rock and wood/organic mulch must be installed to a minimum depth of three inches (3").
- 14.12.11. Gravel RV pads or driveway extensions are strictly prohibited.
- 14.12.12. Backyard and side yard areas, that are visually screened by fencing from public view, may be exempted from plant coverage ratios.

14.13. Construction or installation of any accessory building on a Lot, *e.g.*, detached garage or shed, shall require the prior, written approval of the Management Committee. The maximum allowable height for any accessory building shall be 18 feet. To avoid unsightliness, accessory buildings shall be consistent with the exterior of the Dwelling on the Lot with respect to color and exterior materials and

must otherwise comport with the Community Wide Standards, as determined by the Management Committee, in its sole discretion.

- 14.14. Construction or installation of a pool on a Lot shall require the prior, written approval from the Management Committee. To avoid unsightliness, pools and adjacent materials and pool fencing must comport with the Community Wide Standards, as determined by the Management Committee.
- 14.15. Construction or installation of any gazebo, trellis, pergola or similar design or landscaping element shall require the prior written approval of the Management Committee. Gazebos, trellises, pergolas and other such design elements shall be consistent with the Dwelling on the Lot with respect to architectural style, color and materials and must otherwise comport with the Community Wide Standards, as determined by the Management Committee, in its sole discretion.
- 14.16. Unless constructed or installed by the Declarant or Builder in conjunction with the original construction of the Unit, construction or installation of any patio, deck, or covered deck shall require the prior, written approval of the Management Committee. To avoid unsightliness, patios and decks must be consistent with the Dwelling on the Lot with respect to size, architectural style, color and materials and must otherwise comport with the Community Wide Standards, as determined by the Management Committee.
- 14.16 Except for fences constructed or installed by the Declarant or Builder, construction or installation of fences on a Lot shall require the prior, written approval of the Management Committee. Fences must comport with applicable City code governing set back and height. To avoid unsightliness, fences must be consistent with the Dwelling on the Lot with respect to architectural style, color and materials and must otherwise comport with the Community Wide Standards, as determined by the Management Committee. Fences shall be of high-quality durable materials requiring minimal maintenance such as wrought iron, masonry, or vinyl. To avoid unsightliness, the following materials are prohibited: (i) plastic material (other than vinyl); (ii) materials not typically used or manufactured for fencing such as metal roofing panels, corrugated or sheet metal, tarps, or plywood; (iii) solid or private composite materials or similar hollow-wall panels or product; and (iv) chain link.
- 14.17 Front yard fencing of any kind is prohibited (the only exceptions may be on corner lots and/or collector roads if approved in writing by the Management Committee and if it is tied to a primary or secondary community monument or if installed by Developer). Screening fences and other fences allowed under the Declaration and these Rules must be set back approximately ten (10) feet from the front plane of the Dwelling.
- 14.18 Fencing inside fencing is prohibited. Fencing of any type, including, hedges, trees, bushes, shrubs or other animate or inanimate, natural or artificial objects, behind an Entry Monuments or other monuments, planter boxes or special landscaping established by the Declarant is prohibited;

- 14.20 If there is a dispute regarding fencing of any kind, such as what constitutes the front, side or rear yards, the decision of the Management Committee shall be final, binding and conclusive.

15. ARTIFICIAL TURF PLAN APPLICATION REQUIREMENTS

- 15.1. All artificial turf plans must describe the proposed locations, installation process, and product specifications. At minimum product specifications must include the following:
 - 15.1.1. Product Brand
 - 15.1.2. Face Weight
 - 15.1.3. Pile Height
 - 15.1.4. Thatch Color
- 15.2. All artificial turf plans must include grading and drainage plans demonstrating no detrimental impacts to adjacent properties.

16. VISIBLE LANDSCAPE AREA ARTIFICIAL TURF REQUIREMENTS


- 16.1. Landscape areas that are not screened from street view and that are outside of the footprint of a home or other permanent structure, exclusive of driveways, stairs, walkways, etc. are considered "Visible Landscape Areas".
- 16.2. Artificial turf is prohibited in park strips.
- 16.3. Artificial turf may not exceed 35% of any Visible Landscape Area
- 16.4. Visible Landscape Areas must include the following:
 - 16.4.1. Appropriate water-wise ground cover (decorative rock, mulch, etc.)
 - 16.4.2. Drip-irrigation
 - 16.4.3. 50% coverage by drip-irrigated plant material with a variety of colors, sizes, and textures for year-round visual appeal
- 16.5. Visible artificial turf must meet the following minimum specifications:
 - 16.5.1. **Face Weight:** 50 ounces
 - 16.5.2. **Pile Height:** One and a quarter inch (1.25")
 - 16.5.3. **Thatch Color:** Multi-color Green/Brown

17. ARTIFICIAL TURF MAINTENANCE REQUIREMENTS

- 17.1. All artificial turf must be regularly maintained, washed, and sanitized to prevent unhealthy, untidy, or nuisance condition.
- 17.2. May not be allowed to accumulate pet waste; any odor must be immediately addressed and eliminated.
- 17.3. Must be repaired or replaced to eliminate stains, tears, ripples, or visible seams.

IN WITNESS WHEREOF, the foregoing SEQUOIA COTTAGES MASTER ASSOCIATION RULES AND ARCHITECTURAL GUIDELINES are adopted by the Declarant and are effective as of the date first written above.

IVORY DEVELOPMENT, LLC

By: 
Kevin Anglesey

Its: Secretary