

Edgemount Homes Homeowners

Association, Inc.

Rules & Regulations

(Revised January 1, 2020)

The Board of Directors (“Board”) for Edgemount Homes Homeowners Association, Inc. (“Association”) hereby adopts the following updated Rules and Regulations to replace all prior Rules and Regulations as provided by Section 5.10 of the Declaration:

The major objectives of the Rules and Regulations are to:

- Supplement the Declaration by providing detailed governing instructions regarding the operation of the Association.
- Achieve a high degree of consistency and fairness regarding the administration of Association affairs.
- Promote openness on the part of the Board by documenting those processes and the administrative procedures related to Association business.

Owner Responsibility

Owners shall comply with these Rules and Regulations. Owners are also responsible to ensure these Rules and Regulations are followed by his/her/their guests, renters, tenants, contractors and other persons invited into a Unit in this property. Owners have an affirmative duty to advise such persons about these Rules and Regulations to the extent applicable to their activity while on the Property

I. Parking

1. The following Parking Rules and Regulations are designed to provide appropriate ingress and egress into and out of, and access through Edgemount Homes and to provide a safe environment for all who come into the Project.

2. Parking parallel to the curb and no more than 1.5 feet from the curb is required to allow passage on the streets. Parking on both sides of any street in the same general area (within 50 feet of another vehicle), or in another manner that prevents smooth passage on the streets by motor vehicles including emergency vehicles is prohibited. Parking on or near corners by anyone including construction vehicles and trailers is also prohibited.

3. Except for loading & unloading periods not to exceed 24 hours, boats, motor homes, campers, pickup trucks with a camper mounted to the bed, buses, coaches, vans fitted for sleeping, trailers of any kind or use, or other recreational vehicles shall not be parked outside of a garage or elsewhere in the Project. Such vehicles shall ONLY be of such size and positioned TO NOT BLOCK or impede other traffic or emergency vehicles. Moving trucks and vans shall not be parked for any period except when actually loading or unloading Anyone (Owner, guest, etc.) bringing such vehicles into the Project will be held responsible for any damage to gates, landscape, structures, etc. caused thereby.

4. In addition to the restrictions of paragraph I. 3, normal motor vehicles such as passenger vehicles, SUV's, motorcycles, ATV's and pick-up trucks (with or without camper tops) shall not be parked on the streets of Edgemount Homes between the hours of 12 midnight to 6:00 AM. Owners and their guests are strongly urged to use their Unit's garage as their primary parking places. However, Owners and their guests/visitors may park at any and all times on their driveway so long as the vehicle does not extend over the inside line of the curb extending away from both sides of that driveway. The inside of the curb is where the curb abuts the grass, and the inside line is the imaginary line extending from the inside of the curb on one side of the driveway to the inside of the curb on the other side of the driveway. Parking any vehicle on sidewalks is NOT permitted at any time. Owners and their guests/visitors may also park in special parking spaces throughout the complex that are not street parking, but off the street, so long as the vehicle does not extend over the inside line of the curb extending away from both sides of that space. Parking in the special parking spaces shall be for no more than one 24-hour period in any seven (7) day period without express written permission from the Board. Should questions or special permission be needed, Owners are encouraged to contact a Board member or the Property Manager to avoid parking infractions/fines due to irresponsibly/incorrectly parked vehicles.

5. Vehicles that are inoperable, unregistered, or lacking parts (e.g., fenders, bumpers, wheels, tires, hood, trunk, windows) or lacking suitable paint shall not be parked in any location visible from anywhere within the Project. If an Owner or renter fails to remove an such a vehicle within five (5) calendar days following the date notice of the violation is mailed by the Association to the Owner, the Association may cause the vehicle to be towed or otherwise removed from the premises and may assess the expense of such removal to the Owner or the Owner of the Unit where the vehicle Owner is/was an invitee. If neither the Unit Owner or the vehicle Owner does not reimburse the costs of towing and impoundment upon demand by the Association, such costs shall be an assessment lien on the property.

II Exterior Maintenance

Owners shall maintain their Units in a clean state of appearance and preservation.

1. Owners shall keep their front porches, front yard area, and driveways free from clutter. The term "clutter" includes, but is not limited to, toys, bikes, tools, towels, equipment, and the like. Owners shall keep their back porches and backyard area free from clutter, except that barbecues, bikes, toys, and similar objects are allowed to be neatly stored on the back patio or backyard area so long as they, in the discretion of the Board, do not create a hazard or nuisance. The Board can require the removal of any item it deems to be a hazard or nuisance.

2. No signs or stickers shall be erected or maintained upon any Unit or yard, except for: (1) one (1) "For Sale" or "For Rent" sign no larger than 3 feet by 3 feet in dimensions; (2) signs required by legal proceedings; and (3) temporary signs (less than 48 hours) (like "Welcome Home" or "It's a Boy"). A small sign indicating that a security company's services are used may be posted near the front entryway of a Unit.

NOTE: All signs and their placement must be approved by The Board of Directors

3. Garbage cans and bags of trash shall be placed on the street no longer than 24 hours before the designated garbage pick-up day and shall be removed from the street within 24 hours of pick-up. Garbage cans should be covered and bags of trash should be tied or secured. Recycling is an optional service for Owners, occurring on alternate weeks and requiring an additional monthly fee. Contact the Property Manager if you are interested in subscribing to this service.

4. No decorative lights in front yards other than landscape lights previously approved by the Landscape and Architecture Committees.

5. Exterior décor is permitted on the front porch area of the Unit only, excluding wall hangings to avoid damaging the stucco. Acceptable personalization of this area includes a seasonal door wreath, simple seating elements, potted plants, etc. Exterior holiday décor is allowed from November 25 of one calendar year until January 6 of the following year. Other holiday décor is limited to one week around the holiday. Any exterior décor deemed a hazard or nuisance by the Board shall be removed by the Owner immediately upon receiving notice requesting the removal. Potted plants added to the Common Area beds should be tasteful and well maintained. Other elements such as flags, fountains, statuaries, etc. should be used sparingly and unobtrusively. The appropriateness of any external decoration is the province of the Architecture Committee.

6. It is permissible to have an exterior antenna or satellite dish installed or maintained on any Unit in accordance with Utah State Law. However, the Unit Owner is responsible for any damage to the roof or interior resulting from the installation. If the Unit

Owner intends to install any antenna or satellite dish that would be visible from the front of the Unit, permission from the Board of Directors must be obtained before installation.

7. No basketball standards or backboards of any type are permitted in Edgemount. No skateboard use is permitted by an Owner or guest.

8. Owners and occupants must receive written authorization from the Board before doing any work that would in any way change the exterior appearance of a Unit including alterations to the yard, patio or landscaping in general.

9. No removing trees whether located in the Common Areas or Limited Common Areas without Board approval.

10. Window coverings are to be white, horizontal wood shutters or 1 ½ to 3 inch white horizontal wood blinds on all windows facing Edgemount streets. Any other window covering must have Board approval prior to installation.

11. Routine maintenance of Unit front doors is the responsibility of the HOA. No front door may be replaced without Board approval. When replacement is desired or necessary, the replacement door must be consistent with others currently in use. Storm/screen doors are the responsibility of the Unit Owner. There are several types currently in use and if the Unit Owner elects to replace the storm/screen door, the new one should be consistent with those now in use. Questions about the acceptability of the door should always be addressed to the Board.

12. Gates to the Limited Common Areas, especially those facing Edgemount streets versus side yards, may not be modified to enhance privacy without the prior approval of the Board.

III Pets

1. Owners may have no more than (2) pets in their Unit. Permitted pets include dogs, cats, pet rodents (rabbits, guinea pigs, mice) and household birds but exclude snakes, lizards, amphibians, raptors, pigeons, chickens, ducks, geese and pigs. Any Owner desiring to house an animal or bird of any kind that is not listed as permitted or excluded, shall obtain the permission of the Board before bringing any such pet onto the property. Fish in a water treatment or in an aquarium are not pets within the meaning of this rule.

2. Any Owner desiring to bring a new pet onto the premises must submit a brief request to the Board of directors describing the pet, validation that all suitable shots for that pet (e.g. distemper, rabies and other shots required by any applicable governmental agency of Utah (City, County, State)) have been given to the pet and further include a picture of the pet if at all feasible (cell phone photo is ideal). The Board of Directors shall approve or disapprove any such pet(s). Pets shall be of a size and type that no pet may be housed full time in a back yard

(Limited Common Area) or anywhere else on the Common Area of a Unit or on the Common Area of the property.

3. In addition to being financially responsible for damages and/or injury caused by a pet, the Owner of a pet shall hold the Edgemount Homes Homeowners Association (the HOA) harmless from any and all claims made against the HOA by virtue of any damages and/or injury or other harm caused or incurred as a result of the actions of a pet owned or housed by the Owner.

4. Owners are solely responsible (including financially for any damages or injury) for the behavior of their pets and shall ensure that any pet does not interfere with and create any nuisance to the community or its residents. Nuisance, as used in this section, includes, but is not limited to: personal injury or property damage, barking that is offensive to adjoining Units that is not immediately stopped, an animal that exhibits aggressive or vicious behavior, or animals that are conspicuously unclean or parasite infested.

5. Owners of pets shall immediately pick-up and properly dispose of any animal fecal waste.

6. Pets shall be confined to a leash at all times when the pet is in the Common Area.

7. Owners of pets shall comply with all local governmental laws, ordinances, rules, and regulations with regard to pets.

8. Owners shall indemnify the Board, the Association, and the Association's Manager and holds them harmless against any loss or liability of any kind arising from a pet.

9. The Board may, but is not obligated to, remove any pet from the community that continues to violate any of these rules and regulations.

IV Safety

1. Each Unit is required to have an operable Smoke Detector, preferably Ionized technology, on each floor and at least one (1) operable CO Detector.

2. The area around furnaces and hot water heaters must be free of clutter.

V Noise

1. All Association members have the right to the quiet enjoyment of their property. Thus, all Owners, their guests, tenants, invitees, etc. shall not interfere with another Unit Owner's right to the quiet enjoyment of his/her property.

2. Noise shall be kept to a bare minimum between the hours of 10:00p.m. and 8:00a.m. If noise within a Unit can be heard from outside of that Unit, it is too loud.

VI Rentals

1. Owners must comply with all provisions of Article 9.13 of the Amended and Restated Declaration of Condominium for Edgemount Homes if renting or leasing their Unit.
2. Owners shall provide the Board with the names and phone numbers of each adult tenant residing in their Unit within thirty (30) days of tenant occupancy.
3. Owners are responsible for the behavior of their tenants.

VII Miscellaneous Rules

1. Garage doors shall not be left open for extended periods of time.
2. Each Owner shall provide the Board with any and all telephone numbers at which he or she may be reached. This information will be used for Association purposes only, not for any commercial purpose.
3. All other provisions of the Declaration or Bylaws, or any amendments thereto, shall be complied with.
4. No Owner shall allow a yard sale, estate sale, auction or any other commercial activity that allows for members of the general public to appear on the Property, to be scheduled and conducted without the express permission of the Board of Directors.
5. No Owner shall cause the gate to be locked open for any reason without express permission of the Board of Directors. Of course, Owners are authorized to do so if the gate is malfunctioning, in which event, such Owner shall promptly inform a member of the Board of Directors.
6. No Owner shall cause or allow for an open house, a garden tour, or home tour to be conducted for the general public without the express written permission of the Board of Directors sufficiently in advance to allow time for the Board to reasonably consider the request. For Real Estate open house(s), the request may be for a series of open house events. Given that we have a number of Units occupied by one person, security is of concern, and so any such request shall include provisions for maintaining security.
7. Confirming a practice in place for over the last 20 years, any Owner that fails to pay a monthly assessment or any other assessment so that it is received by the dues/assessment collecting authority within 15 days after its due date, shall be automatically subject to a \$25 late fee.
8. The speed limit on Edgemount streets is 10 mph. Drivers entering Sierra View Circle from Sierra Ridge Court are expected to yield to Sierra View Circle traffic. Drivers using

Sierra Point Place should use extreme caution due to the “blind” corner and narrow curve. ALL drivers should be vigilant and cautious, as our streets are narrow and often occupied with parked vehicles.

VIII Rules Enforcement Process

ENFORCEMENT OF THE DECLARATION, BYLAWS AND RULES

1. Offenses: All Unit Owners, tenants, guests, or other persons occupying a Unit or using the Common Areas and the Limited Common Area are subject to the Declaration, Bylaws and RULES and may be warned and/or fined for breach or violation of any one or more provisions of the Declaration, Bylaws and the RULES (hereinafter an “Offense”).
2. Identification of Offense: Any Unit Owner may file a written and signed Complaint with the Board outlining an Offense setting out the article and paragraph of the Declaration, Bylaws and/or Rules and Regulations and the facts demonstrating the Offense while including any evidence and the identity of the involved Unit Owner and witnesses, if any.
3. Investigation: Upon receiving a Complaint, the Board shall take such steps as the Board in its sole discretion, may deem reasonable and/or necessary to investigate and determine the facts including, but not limited to, taking statements from the complaining Owner and making inquiry of the alleged offending Owner. The Board may, in its sole discretion, allow the alleged offending Unit Owner to respond to the Complaint by among other things, submitting evidence and witness statements. An ORAL hearing is NOT required, but may be scheduled by the Board in its sole discretion.
4. Determination: The Board, in its sole discretion and by majority vote may decide to delay a determination for any reason and even delay indefinitely. The Board by majority vote may also determine if there had been an Offense and by whom. For any Offense, the Board may set out and impose a remedy that includes one or more or all of the following:
 - a. A written warning
 - b. An oral warning
 - c. Restitution.
 - d. Payment for repairs or replacements, the cost of which will be converted into a lien if not paid within 30 days.
 - e. A written warning to be put in the files of the Association in connection with the Unit number of the offending Unit Owner
 - f. Impose Fines as an assessment as follows:

1. For any parking violation, the amount of \$50 for the first Offense, and \$100 for each Offense thereafter.
2. For any other first Offense, a fine in the amount to be set by the Board which should be, but need not be in the amount of \$500 by written assessment delivered to the Offending Owner.
3. For Each and every offense following the first Offense, the sum of \$1000 by written assessment delivered to the Offending Owner.

5. **Enforcement:** If any fine (assessment) is not paid within 30 days after being levied by the Board pursuant to this Article VIII of the Rules, interest shall thereupon accrue at the rate of 1% per month, compounded monthly. If the fine (assessment) is not paid within 30 days, the Board may take such steps to collect the unpaid fine (assessment) as permitted under the Declaration and Bylaws of the Association. Similarly, the Board may take steps it deems reasonable and necessary to secure performance by the Offending Owner including taking steps to fix or repair at cost to be assessed to the Offending Owner.

IX Repeat Violations

Owners who repeat any violation within a 12-month period of receiving a Notice of Violation are not entitled to an additional notice or hearing, regardless of whether or not the Owner participated in a hearing as a result of the first violation. For such repeat violations, the Board may automatically begin fines as outlined above.

X Other Legal Remedies

In addition to levying fines, action by the Board may include, but need not be limited to:

1. Seeking injunctive or declaratory relief action against any alleged offending Owner and/or tenants, guests, or other occupants of the Owner's property; and/or
2. Taking immediate legal action, as the Board finds reasonably necessary, to stop conduct which it determines is in violation of the Declaration, Bylaws, Rules and Regulations or applicable state or federal law

BE IT FURTHER RESOLVED that:

1. The foregoing revised Rules and Regulations are adopted by the Board of

Directors.

2. A copy of these Rules and Regulations will be provided to each Owner electronically or at the address shown in the records of the Association.

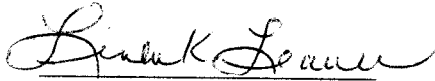
3. Each Owner and/or occupant of a Unit shall be responsible for notifying any household member, renter, guest or other visitor of the restrictions, limitations, and prohibitions contained above.

Date: January 1, 2020

ATTEST:



Douglas Black
President
Edgemount Homes Homeowners Association, Inc.



Linda Leaver
Secretary
Edgemount Homes Homeowners Association, Inc.