



Rules & Regulations

Hill Farms Homeowners Association

Quick Reference

Maintenance of Common Areas by the Association. The Association shall maintain the Common Areas, including any private lanes in the Subdivision. The Association shall perform all landscaping for the Lots in the Cottage Lots. The Owners of Lots in the Preserve and Garden Lots shall be responsible to maintain their Lots in accordance with this Declaration. The Association shall have the authority to assess its members for the costs of said maintenance in accordance with the terms of this Declaration.

Snow Removal. The maintenance performed by the Association shall include the removal of snow from: all sidewalks appurtenant to the Common Area within the Subdivision; all Lanes within the Subdivision; and the sidewalks and driveways for the Cottage Lots.

Single Family. All Lots shall be used only for single-family residential purposes, and no more than one Dwelling shall be constructed on any Lot. This definition is not intended to prevent the construction of living space above an attached or detached garage.

Zoning Regulations. The lawfully enacted zoning regulations of the City and/or County, and any building, fire, and health codes are in full force and effect in the Subdivision. No Lot may be occupied in a manner that is in violation of any statute, law or ordinance.

Licensed General Contractor. Unless the Architectural Review Board gives a written waiver of approval to an Owner, no building shall be erected, altered or placed on any Lot except by a licensed general contractor duly qualified and licensed by the appropriate governmental authorities.

No Mining Uses. The property within the Subdivision shall be used for residential purposes only, and no mining, drilling, prospecting, mineral exploration or quarrying activity will be permitted.

No Business or Commercial Uses. No portion of the Subdivision may be used for any commercial business use, provided, however, that nothing in this provision is intended to prevent (a) the Declarant, or other builders, from using one or more Lots for purposes of a construction office or sales office during the actual period of construction of the Subdivision Improvements or until 100% of the Lots are sold in the Subdivision, whichever occurs later, or (b) the use by any Owner of his Lot for a home occupation pursuant to City or County ordinance. Businesses, professions or trades may not require heavy equipment or create a nuisance within the Project, and may not noticeably increase the traffic flow to the project.

Restriction on Signs. The Subdivision may be identified by permanent signs to be installed by Declarant, at Declarant's discretion. No signs will be permitted on any Lot or within the Subdivision, except for traffic control signs placed by the City, temporary signs warning of some immediate danger, or signs not in excess of eight square feet identifying the contractor and/or architect of any Dwelling while it is under construction. Signs indicating the Lot is for sale may be placed in accordance with City sign regulations, and no such sign may exceed eight square feet. The Declarant may erect a sign at the entrances to the Subdivision announcing the availability of Lots and giving sales information. No permanent signs stating the address or the name of the owner of any Lot may be installed without the advance consent of the Architectural Review Board.

Completion Required Before Occupancy. No Dwelling may be occupied prior to its completion and the

issuance of a certificate of occupancy by the City.

Dwelling to be Constructed First. No garage or other out building may be constructed prior to the construction of the Dwelling on the Lot.

Livestock, Poultry and Pets. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose and are restricted to the owner's control. "Control" for the above purposes shall only mean on a leash or lead, within a vehicle, within the residence of the owner, or within confines on the premises of the owner. Fierce, dangerous or vicious animals or animals that cause a nuisance by barking or other offensive activity shall not be permitted.

Underground Utilities. All gas, electrical, telephone, television, and any other utility lines in the Subdivision are to be underground, including lines within any Lot which service installations entirely within that Lot. No above-ground propane tanks may be installed on any Lot, except for temporary heat during construction.

Maintenance of Property. All Lots, and the Improvements on them, shall be maintained in a clean, sanitary, attractive and marketable condition at all times. No Owner shall permit his Lot or the Improvements on it to fall into a state of disrepair.

No Noxious or Offensive Activity. No noxious or offensive activity shall be carried out on any Lot, including the creation or loud or offensive noises or odors that detract from the reasonable enjoyment of nearby Lots.

No Hazardous Activity. No activity may be conducted on any Lot that is, or would be considered by a reasonable person to be unreasonably dangerous or hazardous, which would cause the cancellation of conventional homeowners' insurance policy. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms or fireworks, and setting open fires (other than property supervised and contained).

Automobiles and RV's. No automobiles are to be parked or stored on the front or side, street, lanes or driveways of the Lots unless they are in running condition, properly licensed and are being regularly used. No recreational vehicles, campers, motorcycles, atvs, trailers, boats, or similar vehicles may be parked or stored in the driveways, streets, lanes or elsewhere within the Subdivision. Recreational vehicles, campers, motorcycles, atvs, trailers, boats, and similar vehicles must be parked/stored in a garage or otherwise screened from the view of neighboring Lots, or Common Area. Prior written permission must be obtained from the ARB before constructing any material that will be utilized to screen the subject vehicle(s).

No Unsightliness. No unsightliness is permitted on any Lot. This shall include, without limitation, the open storage of any building materials (except during construction of any Dwelling or addition); open storage or parking of construction equipment; open storage or parking of boats, campers, camper shells, or trailers that are unusable, in poor condition or unsightly; trucks larger than pick-up trucks (except during periods of actual loading and unloading) or inoperable motor vehicles; accumulations of lawn or tree clippings or trimmings; accumulations of lawn or tree clippings or trimmings; accumulations of construction debris or waste; household refuse or garbage except as stored in tight containers in an enclosure such as a garage; lawn or garden furniture except during the season of use; and the storage or accumulation of any other material, vehicle, or equipment on the Lot in a manner that is visible from any other Lot or any public street.

Garbage. All garbage, rubbish, and trash shall be kept in covered containers. In no event shall such containers be maintained so as to be visible for neighboring Lots, roadways and Common Areas. The storage, collection and disposal of garbage, rubbish and trash shall be in strict compliance with applicable laws and the rules and regulations of the Board.

No Annoying Lights. No outdoor lighting shall be permitted except for lighting that is designed to aim downward and limit the field of light to the confines of the Lot on which it is installed. This shall not apply to street lighting maintained by the City.

No Annoying Sounds. No speakers, wind bells, wind chimes, or other noise making devices may be used or maintained on any Lot which creates noise that might reasonably be expected to be unreasonably or annoyingly loud to adjoining Lots, except for security or fire alarms.

Sewer Connection Required. All Lots are served by sanitary sewer service, and no cesspools, septic tanks, or other types of waste disposal systems are permitted on any Lot. All Dwelling units must be connected to the sanitary sewer system.

Drainage. No Owner shall alter the direction of natural drainage from his Lot, nor shall any Owner permit accelerated storm run-off to leave his Lot without first using reasonable means to dissipate the flow energy.

No Transient Lodging Uses. The Lots are to be used for residential housing purposes only, and shall not be rented in whole or in part for transient lodging purposes, boarding house, a bed and breakfast, or other uses for providing accommodations to travelers. No leases of any Dwelling on a Lot shall be for a period of less than 90 days. No Dwelling on a Lot shall be subjected to time interval ownership.

No Re-Subdivision. No Lot may be re-subdivided.

Combination of Lots. No Lot may be combined with another Lot without the consent of the Architectural Review Board.

Landscaping. The front, side yard and backyard of each Lot must be fully landscaped within one (1) year of occupancy of each corresponding Dwelling. The Owner shall submit a landscaping plan to the ARB and receive approval of said plan prior to commencement of any such landscaping. The landscaping plan shall be in a form as required by the ARB, but at a minimum shall include a sketch plan of the Lot showing the general location of the type and quantity of vegetation in accordance with the provisions of this Declaration and the Hill Farms Pattern Book, including, but not limited to the following:

- The front park strip of each Preserve and Garden lot must include a minimum of 3 trees, and the front park strip of each Cottage lot shall include a minimum of 2 trees.
- Lots 131 -136, 172 and 173 shall have planted a minimum of one tree planted in reasonable proximity to said lot's rear property boundary.
- Lots 163 and 164 shall have planted a minimum of one tree located within its north side yard.
- There must be a reasonable amount of grass planted in the front, side and rear yards of each Lot.
- All landscaping and vegetation within any Lot shall be planted and maintained in good condition and in such a manner so as to prevent or retard shifting or erosion.

Fencing. Any fencing must be constructed of iron, wood or high-quality vinyl or synthetic material in harmony with the Dwelling and surrounding area, and subject to approval from the ARB prior to construction. No barbed wire or chain link is permitted. Height of any fencing may not exceed six (6) feet from natural grade.

Construction. No Dwelling or structure shall be permitted to remain incomplete for a period in excess of one (1) year from the date of commencement of construction unless any delays are approved in writing by the ARB.

Parking. Parking within the Subdivision generally is governed by applicable city ordinance. Additionally, in no case shall an Owner cause or allow any automobile or other vehicle to be parked, in whole or in part, within or on any Lane within the Subdivision.

Satellite Dishes and other Communication Devices. Satellite Dishes and other Communication Devices may not be installed on the front of any Dwelling or in such a manner that said devices are visible from the closest sidewalk fronting the Lot. The installation of any such devices on any exterior portion of the Dwelling or Lot must first be approved by the ARB.

OWNERS' MAINTENANCE OBLIGATIONS

Duty to Maintain. It is the obligation of each Owner to maintain his Lot at all times in order to preserve and enhance the enjoyment of the Subdivision. The Homeowners Association shall maintain the landscaping for these Lots in the Cottage Lots.

Repairs by Association. In the event that an Owner permits his Lot or Improvements to fall into a state of disrepair that is dangerous, unsafe, unsanitary or unsightly condition or fails to comply with any other covenant or restriction in violation of this Declaration, the Association may give written notice to the Owner describing the condition complained of and demand that the Owner correct the condition within 30 days. If the Owner fails to take corrective action, the Association shall have the right, but not the obligation, to enter upon the offending Owner's Lot and take corrective action to abate the condition. All costs of abatement shall be charged to the Owner, who agrees to promptly pay the reasonable costs of any work performed under this provision. In addition, each Owner hereby grants to the Association a lien on the Lot and any improvements to secure repayment of any sums advanced pursuant to this section, which lien may be foreclosed at any time by the Association in the manner prescribed in Utah for the foreclosure of mortgages. Alternatively, without requiring foreclosure, the Association may seek collection of sums advanced directly from the Owner of the Lot in question. Unpaid amounts will bear interest from the date advanced at the lawful judgment rate under applicable state law.

Alterations of Exterior Appearance. The Owners will maintain their Lots and Improvements in substantially the same condition and appearance as that approved by the ARB. No subsequent exterior alterations, improvements or remodeling, whether structural or changes in landscaping, paint color or materials will be made without the advance consent of the ARB.

Repair Following Damage. In the event of casualty loss or damage to the improvements, the Owner will be entitled to reconstruct the Improvements as they existed prior to the damage or loss without review by the ARB, provided however that alterations or deviations from the original approved plans will require review. Nothing in this Declaration is intended to prevent an Owner who has suffered property damage or loss from taking temporary measures to secure the property and prevent injury or dangerous conditions following loss or damage, before reconstruction begins. Such temporary measures may be taken without the consent or approval of the ARB, provided that any such measure must be of a temporary nature, and repair or reconstruction must begin as soon as circumstances will permit. No damaged structure will be permitted to remain on any Lot for more than 90 days without repairs commencing and any damaged structure which does remain unrepaired after 90 days following the occurrence of damage is deemed a nuisance which may be abated by the Association.