



Rules & Regulations

Adopted December 11, 2017

Owners of rental units are responsible to provide a copy of the rules to all tenants. Owners are responsible for any rules violations on behalf of tenants and guests.

Antennae and Satellite Dishes Installation of antennae, dishes or other receivers must be preapproved by the Association through an application. A \$150 removal fee applies. Antennae, dishes or other receivers must be installed on the roof by a licensed contractor and are not to be installed on the front of buildings. Wiring must be installed so that it is as inconspicuous as possible and must be maintained.

Common Area Owners are responsible for any common area, amenity area, or building damage caused by themselves or any tenant or visitor of their unit. Nothing may be stored on the grass or in the landscaped areas at any time. Garage and yard sales are not permitted anywhere on the property. No motorized vehicles, with the exception of wheelchairs, are allowed on the sidewalks or grassy areas.

Garage Use Garages are not to be used as a living space. Garages may not be used for major vehicle repairs. Welding, cooking and other activities that may create fumes or sparks are not allowed in garages at any time. Garage doors should be kept closed at all times when not in active use.

Hazardous Activities No unsafe or hazardous activity is allowed. No firearms shall be discharged upon the property and no open fires shall be lighted or permitted on the property except in a contained barbecue unit. No fireworks or firecrackers are allowed. Golfing, batting, paintball, air soft guns, slingshots and the like are prohibited in the community.

Holiday Decorations Holiday decorations are allowed during the month in which the holiday occurs. Christmas decorations are allowed from December 1st until January 10th. No décor may be attached in a way that may cause damage to the exterior of the units.

Insurance A homeowner shall not permit anything to be done or kept in the unit that would result in an increase in the cost of insurance on the property, that would result in the cancellation of insurance, or that would be in violation of any governmental law, ordinance, and/or regulation. The HOA master insurance policy provides property insurance for: buildings, individual units and permanently attached equipment and fixtures including unit owner upgrades. This does not include the unit owner's contents. In the event of a covered claim to a unit, the unit owner is responsible for the HOA deductible (regardless of fault).

Landscaping The Association is responsible for the maintenance of landscaping. Owners may not install, remove or maintain landscaping or landscaping material unless it is pre-approved by the Board of Directors. Requests require submission of an Architectural Change Form. Owners may plant annuals and

perennials in pots, including vegetables. Dead plants and gardening storage or equipment may not be stored outside of the units at any time, regardless of whether the back area is fully fenced in. The landscapers will maintain any grass inside fenced back yards. Back yard areas must be easily accessible and free of dog waste or items stored on the grass.

Leasing All Units being leased shall comply with all local, state, and Federal laws related to the operation of leased property. Past due assessments, late fees, fines or other charges may be garnished from the tenants rent.

Maintenance of exterior of Units The Association shall take responsibility for the following exterior portions of the buildings: siding, roofing, gutters, trim, and common area lighting. Unit owners shall be responsible to maintain windows, front doors, garage doors, and front porch lighting. Front and garage entrance doors must white. Main garage doors must be white. Prior to maintaining, repairing, or replacing exterior doors, windows, or exterior casings, an Owner must submit their plans showing color, style, and shapes for approval by the Association. Only licensed contractors are allowed to be on the roof of a unit. The cost of any repairs for exterior building damage caused by Unit Owners or tenants shall be charged to the Unit Owner.

Maintenance and appearance of Units Each Unit must be maintained by the owner so that it does not detract from the appearance or adversely affect the value of any other home or the Common Areas. Back patio areas are for the use of one unit but must be maintained and kept clear of debris, even if fenced. No structure or building of a temporary character, including tents, is allowed. Structural changes to a unit or garage require approval.

Nuisances No trash or debris of any kind shall be placed or permitted by an Owner upon any Lot or common area. No Unit shall be used in such a manner as to obstruct or interfere with the enjoyment of occupants of other Units. Excessive noise is not permitted any time of day or night. Quiet hours are from 10 pm to 8 am. No noxious, destructive, or offensive activity shall be done in a Unit. No activity shall be done which creates a nuisance. A nuisance is anything which is injurious to health, offensive to the senses, or obstructs the free use of property so as to conform to the comfortable enjoyment of life or property.

Parking and Towing Policy Motor vehicles parked in violation of the parking rules and regulations may be booted, towed, and stored at the Owner's expense and without warning. Except for purposes of loading or unloading of passengers or supplies, no recreational, commercial or oversized vehicle parking is allowed outside of the RV lot. No vehicle may be parked in the same Common Area parking stall for longer than a seven-day period. No mechanical work or repairs are to be conducted in streets or Common Areas, including the area in front of the garages. No inoperative or unregistered vehicles may be parked on the property, including vehicles parked in the RV lot. In the case of an emergency, inoperative vehicles must be moved within 48 hours. All motor vehicles must be parked within a designated parking stall. Only one motor vehicle may be parked within each stall with the exception of motorcycles in which up to two may occupy one stall. There is a 10 mph speed limit on the property. No vehicle, camper or other motor vehicle may be inhabited while parked on the property. Only vehicles licensed to be operated on public streets are allowed to be driven in the common areas. RV Parking RV parking is by assigned stall in the 5 designated stalls. Vehicles parked in the RV lot must be registered with the HOA and pay a monthly fee of \$15. RV's, trailers and other vehicles stored in the RV parking area must be licensed and operable at all times.

Pets Only the usual and customary household pets shall be allowed. Two pets are allowed per unit. All pets which go outside should have current vaccinations. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. Pets cannot be left outside unattended. Pets must be on a leash at all times when outside of the home. Any pet waste must be removed immediately. No structure for the housing or confinement of a pet shall be stored outside the unit, including leashes and tie-downs. Please call West Valley City Animal Control to report off-leash or nuisance animal violations at 801-965-5800.

Porches, Patios, and surrounding areas Only well-maintained patio furniture, barbeque grills and live planted pots may be kept on the porches or patios. These areas must be kept clean and free from trash, and cannot be used for storage. Barbeque grills must be kept a minimum of 5 feet away from vinyl fencing or siding while in use or still hot. Decorative items must be in good condition and are limited to five per home. Artificial plants and flowers may not be placed in flowerbeds. There is no storage of any kind allowed in the landscaped areas or on the grass. This includes bikes, toys, patio furniture and grills. Patio alterations and the installation of fencing require submission of an Architectural Change Form and preapproval. No temporary fencing or gates of any kind are allowed.

Signs Owners and residents may not post signs in the common area. Holiday signs, political signs (during elections), for rent signs, and for sale signs may be posted in the unit's window only. Damage to landscaping caused by real estate signs will be charged to the unit owner.

Smoking Smoking in or around the playground areas are prohibited. Any tobacco smoke that drifts into another Unit more than once in each of two or more consecutive seven-day periods is a nuisance under Utah State Law.

Trash Trash may not be left outside of a unit for later disposal. The Association will arrange for trash pickup. All trash must be placed *inside* the dumpsters. Homeowners that leave trash or large items outside of the dumpster will be charged for the cost of removal in addition to receiving a fine. Dumpsters are for household waste only. The dumpsters are not to be used for large items such as furniture, electronics or hazardous waste. Boxes must be broken down before going into the dumpster. Residents may arrange large-item pick up through the HOA for a fee. The Association will periodically arrange for a large construction dumpster to be placed in the community for use by residents to dispose of large items.

Use of Units All units are restricted to use as single-family residential housing, and no more than one family shall occupy a unit. Salt Lake County defines a single family residence as one with no more than two unrelated occupants.

Windows Each Unit shall have window coverings on all windows. Only curtains, drapes, shades, shutters, and blinds may be installed as window coverings. Window coverings must be neutral in color and not detract from the appearance of the exterior of the building. Sun shades are not allowed on the exterior of any Building or Unit. Metal foil, paper and highly reflective window coverings are not permitted. Window screens must be kept in good repair. No air conditioning units or fans may be placed in windows. Unit owners wishing to install new windows must submit a request of an Architectural Change Form to the HOA.

Fine Policy

Any violation of the Declaration, Rules and Regulations, and/or Bylaws shall be subject to a fine. All owners will be given a written notice of violation describing the violation and stating a time to cure the violation prior to a fine being levied.

Schedule of Fines

1st Violation: Warning

2nd Violation: \$25.00

3rd Violation: \$50.00

Subsequent violations may result in additional fines or legal action.

Time to Cure All owners will be given a minimum of forty-eight (48) hours to cure a violation before a fine will be levied. The Board in its discretion may grant a cure period exceeding forty-eight (48) hours if the Board determines that forty-eight (48) hours is an unreasonable time period to cure the violation in question.

Hearing If a warning notice or fine is levied, the offending Owner shall have the right to request an informal hearing to protest or dispute the notice or fine. A request for hearing must be made in writing within fourteen days from the date the warning is received or fine is levied.

Collection of Fines Fines shall be collected as authorized by the Declaration and law.