

EDINBURGH OF HOLLADAY CONDOMINIUM ASSOCIATION

GENERAL RULES as adopted on April 3, 2024

Introduction

Living in an Association means everyone involved must adhere to certain rules and regulations. The necessity for architectural conformity and cooperative co-existence are for the benefit of our community and help maintain our property values. The goal of these Rules and Regulations is to maintain the Edinburgh of Holladay community in first-class condition and to provide residents with common sense guidelines for living together as neighbors. A successful Association is a community of Owners who exhibit a pride of homeownership and share a common vision as to what constitutes a desirable neighborhood.

Each Owner is a member of the Association and is subject to the governing documents of the Association that include the Declaration (CC&Rs), By-laws, the Architectural Guidelines, and these rules. By complying with these documents Owners have the best chance of (1) keeping the community harmonious, (2) maintaining the cohesive appearance of the community in first-class condition.

As these rules reflect the goals of the community the Board must take action to ensure that they are enforced in a fair and equitable manner. Penalties for violations of these rules have been set forth herein, and Owners are responsible for payment of any fines assessed against their Unit regardless of whether the Owner or his/her Occupants agree that they have violated these rules.

We are grateful for each of our neighbors and look forward to keeping our community vibrant.

Board of Directors

Edinburgh of Holladay Homeowners Association

Rules

A. Definitions. Except as otherwise provided herein, all capitalized terms used have the same meaning and effect as used and defined in the Amended and Restated Declaration of Condominium of Edinburgh of Holladay Condominiums.

B. Peaceful Enjoyment/Nuisance. All Owners/Occupants of the Project will abide by the following to afford every other Owner/Occupant of the Project peaceful and undisturbed enjoyment of the Common Areas and Units:

1. Loud, rowdy, or obnoxious noise or behavior is not acceptable within the boundaries of the Project.
2. Musical instruments, radios, televisions, stereos, etc. shall be played such that your adjoining neighbors will not hear sounds that you are generating. Your adjoining neighbor(s) should not be able to hear such sounds from the inside and other neighbors should not be able to hear such sounds from the Common Areas 15 feet from your Unit. Doors and windows must be kept shut if the volume can be heard within 15 feet of your unit or by your neighbors.

3. The playing of music, radio, etc. outdoors is discouraged. Earphones should be used whenever possible. Outdoor music, radio, etc. must be limited in volume to no more than a 15- foot audience radius. No outdoor music, radio, etc. can be played after 10:00 p.m. on weekdays and 11:00 p.m. on weekends.
4. Everyone is encouraged to maximize efforts to maintain the security of the community. This is a joint effort. If you note any problems, please report them to the Board or the Management Company at once or law enforcement if appropriate.

C. General Appearance

1. To keep the grounds and grass in good condition, Owners/Occupants should use the sidewalks instead of the grass except in the case of emergency. Continually cutting across the grass will wear a pathway.
2. No debris/litter/waste of any kind is permitted outside a Unit including but not limited to cigarette butts, pet waste, gardening waste, etc.
3. Signs, placards, and decorations visible from the exterior are not allowed only as permitted by the Declaration or written consent of the Board. This includes holiday decorations, real estate signs and political banners.
4. The exterior structure of each unit cannot be changed without the written consent of the Board. See also Exhibit C to the Declaration. (Request Form as Exhibit A). This includes flood lamps, outside lights, outside alarms, etc.
5. All exterior changes including improvements, repairs, and replacement (e.g., windows, garage doors, screen doors, front doors, etc.) must match the general appearance of the Project and receive written approval of the board.
6. Decorative items placed in Limited Common Areas adjacent to the Unit by Owners/Occupants should be limited in size and quantity so not to (1) detract from the harmonious appearance of the Project, (2) exceed the physical boundaries of the Limited Common Areas, or (3) create a safety issue. Patios, decks, and balconies are to remain uncluttered and unadorned. Porches may have one living plant during the growing season; no artificial flowers, other signs or placards allowed.
7. Owners may maintain their own gardens in the existing landscaped areas of the Project. No Owner may expand the boundaries of existing flowerbeds. Owner-maintained gardens will not be maintained by the Association and Owners shall notify any prospective purchaser of their obligation to continue such maintenance upon the sale of such Owner's Unit. The Association may resume maintenance of a previously Owner-maintained Garden at the request of the then-Owner and written consent of the Board.
8. Owners are prohibited from planting the plants as identified in Exhibit B, together with additional guidelines as addressed in Exhibit B. Owners will be responsible for any damage associated with the plants the owner has planted. The Board may, upon their discretion, remove plants/gardens that do not meet HOA regulations and/or cause damage to other units.

D. Common Area Use

1. Bicycles, roller skates, foot scooters and other toys are not to be ridden on sidewalks or lawns. Skateboards, motorized scooters, and other motorized toys are not to be ridden on roadways, sidewalks, or lawns. When not in use, these items are to be put away (in garage or indoor), not left lying around.
2. No personal property (e.g., packages, toys, bicycles, coolers, furniture) may be stored or left unattended on walkways, stairways, grass, or other common areas unless an area is specifically designated for such property.
3. Barbecue grills are permissible with the following guidelines:
 - a. Grills on the ground floor must be placed at least ten (10) feet from a building when in use to avoid damage to or discoloration of the brick, stucco, aluminum, or rock, and cannot block the roadway.
 - b. Grills on balconies must be placed at the railing side when in use, not by the wall.
 - c. Grills and items used with them such as briquettes must be stored in the garage or other areas in the unit. Grills may be stored in the manner specified in the Declaration.
4. No wires, aerials, antennas, ropes shall be hung from or placed on the buildings, roof, stairways, garages, or balconies. Satellite dishes may be allowed only with written approval of the Board. No ropes, chains, leashes, or tethers allowed on trees, bushes, or fences.
5. All types of awnings, screens, air conditioners or items to alter exterior must be approved in writing by the Board before installation.
6. To prevent damage to the roof, no one is permitted access to the roof of any Unit or any Common Area building without written permission of the Board, except in the case of an emergency.
7. Porches or balconies cannot be used for utility purposes such as open storage, drying clothes or other uses which detract from their appearance.
8. Lawn furniture may be placed on the lawn provided such furniture (1) does not damage the lawn, and (2) is removed and stored inside the Unit after each use.
9. Yard, garage, estate or other multi purchaser sale of items in Common Areas or in your garage are not permitted without written permission of the Board.
10. Owners shall use ice melt for any accumulated ice on porches, balconies, decks, or sidewalks. **Salt shall not be used.**
11. No portion of the Common Areas, including area lights, sprinkler controls, pool facilities, etc., may be altered only by appropriate vendor/contractor approved by the board.
12. Fireworks are banned within the Project.
13. Dumpsters are designated for household refuse only. Construction or remodel waste, household furniture, appliances, clothing, or large items that fill the dumpster are not allowed. Residents must follow all rules for responsible recycling and only dispose of appropriate materials as posted and breakdown cardboard and containers when possible. There is no parking

in the space in front of or around the dumpsters as posted. If dumpsters are full, residents must hold their garbage in their garage until the dumpsters are emptied.

E. Pool Use.

1. The pool is primarily for the use of Owners and other community residents.
2. Residents 18 years of age and older can bring guests to the pool but must always stay at the pool with their guests.
3. Residents 16 or 17 years old can use the pool by themselves but cannot take any guests or younger residents with them. Parents/guardians are responsible for the actions of the child while at the pool.
4. Residents 15 years of age and younger must always be accompanied by an adult resident at the pool. Parents/guardians are responsible for the actions of the child while at the pool.
5. Groups larger than 10 must receive written approval from the Board before using the pool and are required to provide associated Owner name, address, number of guests and hours group will be at the pool. Groups larger than 10 will be limited to using the pool for no more than 3 hours. Groups larger than 20 are not permitted. Other residents are allowed to use the pool at the same time as a permitted group. The pool cannot be reserved for private use. Multiple groups using the pool at the same time should be avoided.

6. Conduct in the pool area.

1. Shouting, screaming or loud offensive noises are not acceptable.
2. Music, radios, or other devices may be used with earphones or on low volumes.
3. Running and rambunctious or rough play is not permitted.
4. Toys that are not customary to pool use are prohibited, along with water balloons and tennis balls due to the damage they cause to pool filters/motors.
5. Floating devices should be restricted according to the usage of the pool. If the pool is crowded, large floating devices should not be used.
6. Cutoffs or street clothing is not permitted in the pool.
7. Children who are not toilet, trained must wear pants that will not allow any leakage into the pool.
8. Litter/trash must be disposed of properly and not left in the pool area. When you leave the pool, clean up after yourself so it is cleaner than when you came.
9. No smoking, alcoholic beverages, glass containers, or food are allowed in the pool area.
10. Caution is to be used when using the hot tub. Compliance with the rules posted on the wall is required.
11. The pool enclosure gates must always be kept locked and must not be propped open.
12. To keep the pool water clean, everyone is encouraged to take a shower before entering the pool.
13. The pool area opens at 9:00 a.m. and closes at 10:30 p.m. Everyone must be out of the pool area by 10:30 p.m. These hours and days of operation may be altered by the Board to address maintenance issues or in the event of weather, misuse, or other safety concerns.
14. No person other than those designated by the Board may operate pool equipment.

F. Pets

1. All animals must be on a leash when outside your residence.
2. Animals must not be left unattended, tied, or tethered outside at any time for any duration.
3. Owners are required to immediately clean up all pet waste. Violators are subject to fines and penalties as set out in the Violations section of these Rules.
4. See Section 9.13 of the Declaration for additional rules and restrictions.

G. Parking

1. Owners/Occupants must use their garage first for vehicles before using any Visitor parking.
2. If garage parking is not available, parking in the driveway in front of the garage or on the parking pad adjacent to is permitted where applicable. Parking parallel in front of the owner's double garage allowed only on a temporary basis to load and unload and must not interfere with roadways, access to neighboring units or roadways in an emergency.
3. All parking spaces in the complex are to be considered visitor parking spaces.
4. Parking is allowed only in designated areas. Parking is not permitted in red curb areas, in front of fireplugs or mailboxes, or on either side of Loch Lomond Way. Parking in designated stalls by the pool is permitted, except during the winter months that would interfere with snow removal or storage.
5. Parking is allowed on Murray Holladay Road except within fifty (50) feet of the front entrance.
6. Recreational vehicle parking is for temporary loading and unloading only and in accordance with the Declaration. (Section 9.7)
7. As posted at the front entrance, Edinburgh of Holladay is a tow-away property and will be enforced to the full extent of the law. Unlicensed, expired registration and inoperable vehicles will be towed at the owner's expense.
8. Occupants and Guests are not permitted to park for more than 36 hours in any parking spot. This or any abuse of parking spaces will be subject to fines and/or towing.
9. Owners/Occupants must obey all speed limits and traffic signs within the complex. Owners may be fined for the violation of their guests or contractors.
10. Vehicle size is limited so as not to damage the concrete. Posted size limitations must be followed.
11. Garages are to be used for the storage of vehicles, not for other equipment which prevents vehicles from entering. Garages are to be kept free from combustible liquids unless they are in an airtight container with a lid.
12. See Section 9.6 of the Declaration for additional rules.

Please see Exhibit C for additional parking information for residents

H. Assessments (HOA Dues)

1. See Section 6.2- 6.13 of the Declaration.
2. If payment of any Assessment has not been received within ten (10) days of date due, a letter will be sent to the Owner requiring payment within fifteen (15) days or a lien will be filed against the Unit. The Owner's file will be forwarded to the Association's attorney at this time.
3. If payment is not made within thirty (30) days of the date due the Association may pursue any right to remedy provided by the Declaration.

I. Insurance

Owners are primarily responsible for maintaining, repairing, replacing and insure items within and appurtenant to their Unit. Adequate insurance is an important part of Unit ownership. Pursuant to Section 10.2(d) of the Declaration, all unit owners shall maintain their individual unit owner's policies as well as an amount that will equal or exceed the deductible towards the HOA's coverage insurance. Homeowners will be responsible for the deductible regardless of whether they are covered for the full amount. Annual notices will be provided each year to all homeowners and upon purchase of a Unit.

1. All unit Owners and their tenants understand that they are primarily responsible to maintain, repair, replace and insure items that are appurtenant to their unit. Therefore, claims for damages from problems which emanate from within the unit, and results from an accident or negligence, are the unit owner's primary responsibility. This applies to rented or unoccupied units as well. When a Unit is purchased from an existing owner, any existing problems with the exterior of the Unit must be identified by the new owner before the Association accepts any responsibility for repair. See Article 10 of the Declaration for additional information.
2. Earthquake insurance on the community is at the discretion of the Board and may be kept or withdrawn annually from year-to-year.

J. Violations

Owners/Occupants who violate the terms, conditions, and obligations of the Declaration, Bylaws, or these Rules shall be subject to the following procedures. The Board, or Management Company at the direction of the Board, has the authority to issue violation notices, hold hearings, issue fines, or limit use of Common Areas to enforce compliance with these rules.

1. First Notice. The Owner/Occupants will be reminded of the applicable rule(s) being violated by a written letter from the Board or the Management Company.
2. Second Notice. If the Owner/Occupant does not comply with the first notice, the Board or Management Company will notify the Owner in writing of the violation and an applicable fine may be assessed.
3. Hearing. Under the Condo Act, the Owner can request a hearing within 30 days of the fine. The Board does not hold a hearing unless the Owner requests one within 30 days.
4. Hearing Outcome. If the Owner does not request a hearing within 30 days, then at that time and date the Board, within its reasonable discretion, may impose a fine for non-compliance not to exceed \$300.
5. Further Violations. If after a hearing or if no hearing is held, further violations of the same rule occur, the Board may impose a fine for each subsequent violation in an amount not to exceed \$500.

6. Fines will be assessed according to State Statute le.utah.gov/xcode/Title57/Chapter8/57-8-S37.html?v=C57-8-S37_2015051220150512, specifically sections 4 & 5 stating fines cannot be collected as assessments for 180 days. Any unpaid fines may require the Board to act at Law as provided in Section 7.3.
7. The Board, in its reasonable discretion, may impose other consequences for violations in addition to or in lieu of fines, provided that such actions are reasonably related to the underlying violation(s). For example, the Board may (1) immediately suspend a Unit's pool area privileges for failure to supervise a young child in the pool area, (2) the Board may immediately tow unauthorized vehicles or vehicles parked in unauthorized parking areas (3) the Board may immediately impose an Individual Assessment for damage caused by an Owner/Occupant to the Common Areas or another Unit.

K. Maintenance Requests and Complaints

All requests, suggestions and complaints must be presented to a Board member or the Management Company in writing to be acted upon. Such requests/complaints may be submitted on the form attached hereto as Exhibit A or submitted through the designated Management Company web portal. Owner/Occupants that identify maintenance issues should notify the Board or Management Company as soon as possible, and in accordance with Management Company directions in the case of emergencies.

L. Communications Shared

1. Completion of Exhibit D Homeowners' Information Form is required for (a) New Owner at the time of move in (b) Continuing Owners updated annually (c) By Owner when their unit is leased or rented with details of the tenants who will be living in that Unit.
2. This information is necessary for Edinburgh to comply with our CC&R's, Rules and with Salt Lake County Zoning Ordinances and to assist in case of emergency. The information will not be shared outside the Complex or any entity if not required by law.

M. Authority

Edinburgh of Holladay, as guided by the HOA Board is subject to Utah Condo Ownership Act U.C.A. 57-8-1 et seq (Condo Act). In addition, as an HOA or condo association incorporated as a non-profit, Edinburgh is also subject to Utah Revised Non-profit Corp Act U.C.A. 16-6a 101 et seq (Non-profit Act). As such, Edinburgh is obligated to full compliance with State statutes and legislative directives as they pertain. Further, policies and stipulations of City and Local municipalities, while adhered, fall secondary to State.

N. Water Efficient Landscaping

To combat Utah's drought conditions, SB152 requires Edinburgh HOA to adopt and support the Water-Wise Landscaping Rules implemented by the State of Utah for the duration of that plan. HB450 provides for pre-approval from the Board to coincide with design requirements adopted by the HOA. City or Local municipality directives will be observed for details pertinent to our specific area but not in conflict with the State.

O. Variances

Board members shall not deviate from any governing document or Rules without extenuating circumstances reduced to writing and signed by every member of the full existing board. No Owner or any other person may rely upon any permission to deviate from these Rules by anyone including any Board member unless reduced to writing and signed by the full existing board.



EXHIBIT A
Action/Request Form

Please complete all fields.

Requestor's Name: _____
(full name)

[] Owner. [] Occupant

Unit Address: _____

Contact Info:

Email: _____

Phone: _____

Date: ____/____/____

Issue/Request _____

EXHIBIT B

Prohibited plants and other prohibitions.

- No artificial plants may be planted in garden areas.
- No trees or shrubs may be planted without prior approval from the board.
- Planters and tubs must be kept free of weed and debris.
- Planting and gardening must not interfere with another's Homeowner's unit.
- Decorative wood chips are highly discouraged as they attract Box Elder insects.

Prohibited Plants

Poet's Narcissus (Daffodil Family-toxic)
Autumn Crocus (toxic)
Foxglove (toxic)
Lily of the Valley (toxic)
English Ivy (Aggressive and invasive)
Mint (Aggressive and invasive)
Bamboo (invasive)
Creeping Jenny (Invasive)
Roses (High maintenance)
Dahlias (prone to mildew and viral disease)
Rhododendron (toxic)
Gardenia (high maintenance)
Hydrangea (toxic)
Larkspur (toxic)
Oleander (toxic)
Myrtle Spurge (toxic, invasive and illegal in Utah)
Scotch Broom (invasive)

All other plants, shrubs and trees identified under the Utah Noxious Weed Act.

EXHIBIT C
Parking Pass Policy

What is a Parking Pass?

1. A Parking Pass is a physical, static window sticker which is issued at the discretion of the Board of Directors in accordance with the terms and conditions outlined in this document.
2. A Parking Pass grants permission for a Homeowner to park a specific vehicle owned by them or one of their Residents (e.g., children) in any Visitor Parking spot.
3. A Parking Pass DOES NOT reserve any specific parking space.
4. A Parking Pass is issued to a Homeowner; the Homeowner is solely responsible for its use, ensuring the vehicle is not in violation of any other rules set forth in Edinburgh of Holladay rules or governing documents.
5. Parking Passes are not for guests. They are for Homeowners, their Residents, and the vehicles that they own.

When is a Parking Pass required?

1. A Parking Pass is required when the number of vehicles owned by a Homeowner and their Residents exceeds the number of cars that their garage was designed to hold.
2. If the Board of Directors has determined that a Homeowner and their Residents have more vehicles than will fit in their garage, they may, at their discretion, require a Homeowner to obtain a Parking Pass.

How to obtain a Parking Pass?

1. Any homeowner in good financial standing may request a Parking Pass by notifying the management company in writing utilizing the portal. The management company will in turn notify the Board of Directors for their approval.
2. The Homeowner MUST provide a full description of the vehicle that is to include the year, make, model, color, license plate number and proof of the current vehicle registration. All vehicles displaying a Parking Pass must be currently registered, insured as required by Utah law and fully operable.

Parking Pass Limitations.

1. Only 10 passes are allowed on site at any one time. Parking Passes are issued on a first-come/first-served basis. Homeowners are limited to two Parking Passes at any one time.
2. Parking Passes are not transferable to other vehicles/owners. Parking Passes are issued to a particular vehicle. If that vehicle is sold or otherwise transferred, the homeowner will be entitled to pass their rights and privileges afforded to them by the Parking Pass to a different vehicle if it is owned by the same individual for whom the pass was issued. The new vehicle must be properly noted with the correct vehicle identifying information.

3. A Parking Pass may not be loaned, rented, leased, sold, or otherwise transferred to any individual.
4. The maximum time limit for a Parking Pass issued to a particular vehicle is 12 months. After that, they may re-apply.
5. A Parking Pass does not allow a vehicle to park in the designated parking spot for 1110 Brigadoon Court or in any other location within the complex where parking is not permitted. (e.g., red curbs or in front of the dumpsters).

Parking Pass Fees and Financial Implications.

1. The cost for a Parking Pass is \$50.00 per month, per vehicle and is NOT pro-rated.
2. The cost for the Parking Pass will be added to the homeowners' monthly assessments. This additional cost will continue until the pass is physically returned to the management company or a sitting Board member, or it has expired. There will be no pro-ration of the Parking Pass either when the Parking Pass is issued or when the Parking Pass is turned in.
3. If a Parking Pass (the sticker) is lost or stolen, please report it to the Management Company immediately. The cost for a replacement Parking Pass will be \$50.00.
4. If the homeowner's account becomes delinquent by more than 30 days, all Parking Passes issued to the homeowner will be revoked immediately.

EXHIBIT D

Edinburgh of Holladay Owner Information Form

Please fill out the information requested below and return it by email or USPS mail to the sender.

As a homeowner in Edinburgh of Holladay, we send you monthly statements, newsletters, and notices of community events. To ensure these communications reach you, we need your most current contact information. We also need you to register your vehicles annually, so that we can regulate parking within the development. The information you provide is confidential and will be used only by the Board of Directors and Management Company.

UNIT ADDRESS:				
NAME OF OWNER(S):				
Mailing Address:				
Email Address:				
Mobile Phone:			Home Phone/Work Phone:	
Emergency Contact Phone:			Emergency Contact Name:	
ADULT OCCUPANTS (Including Tenants, Children):			Number of Licensed Drivers:	
Tenant? (circle one)	Name	Age	Relationship to Owner	Contact Information (if adult)
Y N				Email: Phone:
Y N				Email: Phone:
Y N				Email: Phone:
Y N				Email: Phone:
Y N				Email: Phone:
Y N				Email: Phone:

Do you currently lease your home to one or more tenants? Yes ☐ No ☐ If so, please attach a copy of your lease agreement.	Term of Lease:
If you are not currently leasing your home, do you intend to lease it in the next 12 months? Yes ☐ No ☐	

By signing below, I/We, as Owners in Edinburgh of Holladay Condominium Association, represent that the contact, occupancy, vehicles, and pet information set forth herein is true and accurate as of today's date. I/We further agree to abide by the Rules and Regulations adopted by the Board of Directors, including those concerning occupancy, pets, vehicles, and parking, and to any revisions of the rules as authorized by the Management Committee. I/We further agree to inform all my/our occupants and guests of those rules and to ensure that they will abide by the rules.

I also confirm that I have supplied my tenant(s), if any, with a copy of the recorded Declaration of Condominium as well as the community rules and regulations as adopted by the Board of Directors. And as the owner, I understand that I am responsible for my tenants' actions.

Owner Signature_____

Date_____

Co-Owner Signature_____

Date_____

**Edinburgh of Holladay
Resident Vehicle Information Form**

Owner Name(s):

Unit Address:

Number of vehicles that garage is designed to hold: **One** ☐ **Two** ☐ **Three** ☐

I/we drive the following vehicle(s) which we intend to park at Edinburgh of Holladay:

Vehicle #1					
Make	Mo del	Year	Col or	License Plate#	State
Vehicle #2					
Make	Mo del	Year	Col or	License Plate#	State
Vehicle #3					
Make	Mo del	Year	Col or	License Plate#	State
Vehicle #4					
Make	Mo del	Year	Col or	License Plate#	State

If there are more than 4 vehicles, please contact the HOA Board immediately.

**Edinburgh of Holladay
Resident Pet Registration Form**

A photograph of each pet MUST be included with this form.

I/We do not have any pets ☐ (if checked, skip the rest of this section)

Pet #1: Dog ☐ **Cat** ☐

Name:	Colorings:	Age:	Neutered/Spayed: Y ☐ N ☐
Breed:	License #:	Weight:	Fully Vaccinated: Y ☐ N ☐

Pet #2: Dog ☐ **Cat** ☐

Name:	Colorings:	Age:	Neutered/Spayed: Y ☐ N ☐
Breed:	License #:	Weight:	Fully Vaccinated: Y ☐ N ☐

Pet #3: Dog ☐ **Cat** ☐

Name:	Colorings:	Age:	Neutered/Spayed: Y ☐ N ☐
Breed:	License #:	Weight:	Fully Vaccinated: Y ☐ N ☐

Please describe any other animals that are living with you: