

SHERWOOD PARK PUD ASSOCIATION
RULES AND REGULATIONS
March 2022

The Rules and Regulations were approved by the Board in accordance with the provisions set forth in the Declaration on March 23, 2022.

Ethical responsibilities. If you are an Owner, renter, or even a visitor, you are expected to follow the Rules and Regulations established by the HOA Board. As an Owner in an association, we have all willingly agreed to abide by the rules established by the HOA. We as Owners are also responsible to ensure that our guests are also following the rules. These rules are quite different than living in a private residence. We are living in a confined community and we share common areas and have roads that are narrower than most. To make living here a good experience, we must learn to live together and have respect for each other's property and privacy. Living in a confined area means that what we do may affect our neighbors. In this document, the Board has tried to clearly establish the expectations and behavior of those who live in our community.

The items listed below are limited to the obvious problems that may occur. For those items not specifically addressed, please remember to treat everyone with respect. Since you are all investors in the HOA, we hope that you will make every effort to keep our community a beautiful and friendly place to live. We encourage you to contact a Board Member or HOA Management, Golden Spike Realty when you have an idea, a question, or any concern.

A. HOA FEES-Article 9

The monthly HOA fees are due on the first day of each month. A late fee of \$20 will be added to payments received after the 15th day of the month. Owners are encouraged to contact HOA Management- Kaitlyn Golden Spike Realty when payment is delayed.

Unpaid HOA fees will be subject to a lien on the property. A majority vote of the Board at a regular meeting is required to start lien process. Owner is welcome and encouraged to contact HOA Mgmt or a Board Member to discuss HOA Fees.

The Reinvestment Fee shall initially be in the amount of \$50.

B. Animal Restrictions-Article 11.3

No animals, livestock, reptiles, poultry, or other non-domesticated farm animals of any kind shall be raised, bred or kept on any lot or the Common Area, except usual and ordinary dogs, cats, fish, birds, and other household pets in reasonable quantities. Reasonable quantities shall mean no more than two (2) pets per unit. All pets are not to exceed 45 pounds in size unless a variance has been granted by the Board.

All pets MUST be licensed and vaccinated for rabies or any other disease as required by Riverdale City, Weber County, or the State of Utah.

No pets shall be allowed to roam freely on any limited or common area and such pet shall be properly leashed and under the control of their owner while in those areas. All pet waste shall be immediately and properly cleaned up each time the animal is in limited or common areas.

No pet whether inside of a unit or the outside of a unit shall be allowed to become a nuisance to any other owner/occupant. No pet food is permitted to be left outside, unattended because it attracts insects, mice, rats and other undesirable creatures.

Any damages caused to limited or common areas by pets will be owner's responsibility to repair/replace to its original state. If a pet bites or injures anyone &/or becomes a danger in the Association, the pet owner will be liable for all medical, hospital, and other costs as deemed required by animal control, City or County. And may be required to remove the pet permanently from the Association if animal control, City or County deems it necessary.

C. PARKING AND VEHICLE RESTRICTIONS-Article 11.4

Owner, Occupants, & Visitors may only park in Unit garage, carport, or visitor parking areas. Short term, day parking is permitted in front of unit garage space. Overnight street parking is strictly prohibited, including in front of garages and carports between the hours of 12am-6am. Should a resident fail to comply, the owner will be subject to violations, fines and possible vehicle towing at owner expense.

No inoperable & unregistered motor vehicles shall be allowed in the Limited or Common Areas and any vehicle which remains parked over 72 hours, after being ticketed, shall be subject to towing by the Association, at the vehicles owner's expense. No Residents or visitors shall repair or restore any motor vehicle of any kind upon any Limited Common Area or Common Areas, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.

No off-road motorcycles, snowmobiles, or similar off-road vehicles shall be operated within the Project unless street legal, licensed and registered. All vehicles of any kind must follow street speed limit requirements.

No recreational vehicles, boats, campers, trailers, motor homes, ATVs or similar items shall be parked on any Common Areas, including in front of a unit except for 1 temporary daytime parking in any 2-day period for the purpose of unloading and loading and may not block street traffic and mailboxes and under no conditions may any recreational vehicle block another Resident's access to their garage or carport without the Resident's permission.

D. NUISANCES-Article 11.9

No noxious or offensive activity shall be carried on, in or upon any Lot, Limited Common Area or the Common Area, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any other Owner. No loud noises or noxious odors shall be permitted on the Properties and the Board and the HOA Management Company shall

have the right to determine, in accordance with the CC&Rs and Bylaws, if any noise, odor, or activity producing such noise, odor of interference constitutes a nuisance. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, repairs of motor vehicles, large power tools, off-road motor vehicles or other items which may unreasonably interfere with television or radio reception of any Owner of the Properties, shall be located, used or placed on any portion of the properties, or exposed to the view of other Owners without the prior written approval of the Board. All Occupants are required to follow city noise ordinance of quiet hours from 10pm-7am. There shall be no loud noises, music, etc. during this time.

E. TRASH-Article 11.5

No rubbish, trash, garbage or other waste material shall be kept or permitted upon any Lot or Common Area, except in sanitary containers located in appropriate areas screened and concealed from view, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unusable or unlivable to its occupants.

No smoking debris is to be left in limited or common areas, all smoking debris are to be properly cleaned up and disposed of.

F. PATIOS- Article 11.7

No clothing or household fabrics shall be hung, dried or aired in such a way on the Property as to be visible to another property and no lumber, grass, shrub or tree clippings or plant waste, metals, bulk material or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Property.

G. NO OBSTRUCTION OF COMMON AREAS-Article 11.13

There shall be no obstructions of the Common Areas by the Owners, their tenants, guests or invitees without the prior written consent of the Association. The Association may by Rules and Regulations prohibit or limit the use of the Common Areas as may be reasonably necessary for protecting the interests of all the Owners or protecting the Lots, Limited Common Areas, or the Common Areas. No damage to, or waste of, the Common Areas or any part thereof shall be committed by any Owner or any Guest of any Owner, and each Owner shall indemnify and hold the Association and the other Owner harmless against all loss resulting from any such damage or waste of the Common Areas caused by such Owner or Owner's Guests or Tenants.

Nothing shall be kept or stored on any part of the Common Areas without the prior written consent of the Association, except as specifically provided herein. Nothing shall be altered on, constructed in or removed from the Common Areas except upon the prior written consent of the Association.

H. ARCHITECTURAL REQUESTS- Article 10, 11.11 & 11.12

No structure, building, fence, wall or addition, extension or expansion of any of the foregoing shall be commenced, erected or maintained upon any Unit or Limited Common Area, nor shall

any exterior addition, remodel, change or alteration to any Unit be made until the plans and specifications showing the nature, kind, shape, height, materials, colors and location of the same shall have been submitted to and approved in writing as to harmony of design and location in relation to surrounding structures and topography by the Board of Directors.

No planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon any Unit except such as are installed in accordance with the initial construction of the Units located on the Property, or as approved by the Board.

No exterior television antennas or satellite dishes shall be placed, allowed, or maintained upon any Unit or upon any structure or portion of the improvements situated and located upon the Property without prior written consent of the Board.

I. PLANTING & GARDENING-Article 11.11

No planting or gardening shall be done, and no fence, hedge or wall shall be erected or maintained upon any Lot except as are installed as approved by the Association; provided, however, that each Lot may contain in the fence portion of the lot a plot maintained by the Owner for the planting of varieties of flowers and garden produce of the Owner's choosing. All such areas are to be properly maintained and not become a nuisance of site or smell to other occupants. Owners wishing to use other areas around Unit for planting shall not do so without first receiving the approval of the Board in writing.

J. EXTERIOR MAINTENANCE BY OWNERS-Article 6.2b, 6.3

Each owner shall be responsible for the care and maintenance of basements, foundations, doors, windows, and stairs connected to units. The owner will repair, replace and maintain the limited common areas and the units in those areas, including the care and maintenance of any courtyard or patio area which is surrounded by a fence or otherwise enclosed and all items within said fenced or enclosed area. Owner shall keep the Unit(s) and Lot(s) owned by him or her and all improvements therein or thereon, including the items listed above, in good order and repair and free of debris so as not to detract from the appearance of the Property or to affect adversely the value or use of any other Lot or Unit.

K. BARBEQUES-Article 11.6

There shall be no exterior fires whatsoever except barbecue grills contained within appropriate receptacles placed a minimum of eighteen (18) inches from any structure or fence. No fire pits are allowed.

L. SIGNS-Article 11.10

Except for one "For Sale" sign on the unit and one at the Park entrance, of not more than five (5) square feet, no sign, poster, display, billboard, or other advertising device of any kind shall be displayed to the public view on any portion of the Property or any Lot, without the prior written consent of the Association.

M. TEMPORARY STRUCTURES-Article 11.8

No outbuilding, basement, tent, shack, shed or other temporary building or improvements of any kind shall be placed upon any portion of the Property either temporarily or permanently. No garage, trailer, camper, motor home or recreational vehicle shall be used as a residence on the Property, either temporarily or permanently unless Board approved for emergent situations.

N. RENTAL-Article 15

Any lease agreement shall provide that the terms of the lease shall be subject in all respects to the provisions of the Project Documents and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be in writing and shall be filed with the Association.

No more than ten percent (10%) of the Lots within the Association shall be leased at any one time. All lease agreements shall be for a minimum of 12 months. No short term, weekly, weekend, or overnight rentals shall be permitted. Failure to comply with the criteria established in this CC&R section shall result in a fine of \$750 to the Owner.

The purchase of Units for the sole purpose of acquiring rental properties will not be allowed. No Unit may be leased or occupied by a Non-Owner during the first twelve (12) months of ownership by a new Owner of a Unit or eviction and/or a fine of \$1000 per month that the unit is not occupied by the owner will be imposed.

O. NEGLIGENT ACTS-Article 6.5

In the event that the need for maintenance or repair of a Lot, Common Area, or Limited Common Area or the improvements thereon is caused by the willful or negligent acts of an Owner or through the willful or negligent acts of the family, guests, invitees or Lessees of the Owner shall be liable for the cost of such maintenance and repair, and the cost of such maintenance and repair shall be an Individual Assessment against the Lot.

All maintenance requests or issues should be reported to the Management Committee at Golden Spike Realty- Kaitlyn via email kaitlyn.goldenspike@gmail.com or via phone 801-773-1777. Photos are not necessary but always helpful in determining what needs to be fixed.

P. CANCELLATION OF INSURANCE- Article 7

Nothing shall be done or kept in any Lot or in the Common Areas or any part thereof which would result in the cancellation of the insurance on the Project or any part thereof or increase of the rate of the insurance on the Project of any part thereof or increase of the rate of the insurance on the Project or any part thereof without the prior written consent of the Association.

Nothing shall be done or kept in any Lot or in the Common Areas of any part thereof which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Areas or any part thereof shall be committed by any Owner or any invitee of any Owner, and each Owner

shall indemnify and hold the Association and the Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees.

Q. AUTHORITY

In Bylaw Article VII Section (a), one of the responsibilities of the Board is that they “shall have the power to Adopt and publish Rules and Regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests, thereon, and to establish penalties for the infraction thereof.”

As per Bylaw Article 6.5 Section (e), The Board may “Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.”

Manager(s) shall be permitted to perform such duties and services as the Board shall authorize, including but not limited to, the duties listed in Bylaw Article VII and VIII. The Board may delegate to the Manager all of the powers granted to the Board by these Bylaws; provided that any actions by the Manager with respect to the powers set forth in the above Articles, that shall require the consent of the Board.

Before assessing a fine, the Board or Management Company must give a written notice of the violation to the lot owner of the violation and inform the lot owner that a fine will be imposed if the violation is not cured with the time provided in the written notice. The written notice shall follow State Code requirements including a description of the violation, the rule broken and the section where it is found in the Rules and Regulations and the CC&Rs.

If a violation is temporarily cured or stopped, but is repeated by the same lot owner within 120 days of the date a written notice of the violation is first served on the lot owner, the violation shall be deemed to be a continuing violation and the Board shall not be required to serve another notice of violation upon the lot owner but may rely upon the notice provided in the first written notice.

While under the direction of a Management Company the Board gives authority for Management Company to act in their behalf of sending written notice of violation and charging fines to all owners in violation of any fine listed there above or in the CC&RS.

R. NOTICE OF VIOLATION AND FINE

The notice of a violation of a bylaw or the rules and regulations of the association and the notice of a fine imposed by the Board or Management Company may be provided to the lot owner in any one or more of the following ways:

- (a) Delivering a copy to the lot owner personally
- (b) Sending a copy through certified or registered mail, addressed to the lot owner at his or her place of residence, in which case an additional 48 hours shall be allowed to cure the violation
- (c) Leaving a copy with a person of suitable age and discretion at the lot owners residence

- (d) Posting a notice on the owners residential front door, which must include a signed notice of delivery with date and time of delivery, and a photo taken of where notice was posted
- (e) Emailing a copy to the owners personal or work email address kept on file by the Association

S. TIME TO CURE

In all instances, the violation must be cured within 48 hours of written notice being delivered to the lot owner or the lot owner's agent, unless such time period is extended by Board approval. If a lot owner repeats the violation more than 48 hours after receiving the written notice of violation but less than 120 days after receiving the notice, the lot owner shall be deemed to have not timely cured the violation and another violation can be applied.

All violations will be documented and kept on a violation registry. All violations will be removed from a unit owner's record once cured for the time of 6 months of last written notice.

T. FINE

Fines will be assessed when owner in violation has received 3rd notice of violation. All fines will be assessed in accordance with Exhibit A for rule broken.

U. PROTESTING A FINE

Owner in violation who is assessed a written violation or fine may request an informal hearing with the Board or Management Company to protest or dispute the fine within 30 days from the date the fine or written notice is assessed. The lot owner should include the following when protesting a violation:

- (a) The grounds for the protest, including any unusual circumstances justifying a reduction in the standard fine
- (b) The facts relied upon by the protesting lot owner with respect to the violation or non-violation of the bylaw, rules or regulations
- (c) The amount of the fine the lot owner claims should be paid and the reasons supporting that claim
- (d) Any errors made by the Board in calculating, assessing, or collecting the fine

After the owner has made their case, the Board will vote on the matter and provide written notice of their decision to the unit owner concerning the violation request.

Exhibit A
Fines of Rules and Regulations

1 ST Offense Given at time of 3 rd written notice	2 nd Offense Within 90 days of 1 st fine	3 rd Or more Offense within 92 days of 1 st fine	RULE (the following activities are prohibited)
\$20	\$20	\$20	<u>SECTION A</u> - Monthly late fee to be charged in the amount of \$20 for all unpaid HOA Fees after the 15th of each month. - Reinvestment Fee to be charged in the amount of \$50/Transfer of Unit.

\$25	\$50	\$75	<u>SECTION B</u> • Only Ordinary dogs, cats, fish, birds & other household pets are allowed in the HOA. • All pets are to be accompanied by owner, on a leash and under control. • All pets waste is to be promptly cleaned up. • No more than 2 pets per Unit. • All pets are to be licensed and vaccinations in accordance with Riverdale City, Weber County, or State ordinances. • No animal of any kind is to be raised, bread, or kept in common areas. • No pet shall be a nuisance. • No pet shall be allowed to roam freely in Limited or Common Areas. • No pet shall be over 45lbs • Any damages to limited or common areas by pets will be owners responsibility to repair/replace. • Owner will be responsible if any pet bites or injuries anyone. Pets may be removed permanently from the HOA if animal control, City or County deems it necessary.
\$25	\$50	\$75	<u>SECTION C</u> • Parking is permitted in unit garage, carport or visitor parking areas. • Short Term Day Parking in front of unit garages is permitted from 6am-11:59pm. • No overnight street parking is permitted between the hours of 12am-6am. • No inoperable or unregistered vehicle shall be permitted in driveways or common areas. Any such vehicle will be subject to towing after 72 hours & after being ticketed. • No major repairs shall be made on Lot, LCA or CA. • No unlicensed & unregistered off-road vehicles shall be ridden on HOA roadways. • No Recreational Vehicles shall be parked in CA, including in front of the units except when loading and unloading for 1 temporary daytime parking in any 2-day period.
\$25	\$50	\$75	<u>SECTION D</u> • No noxious or offensive activity shall be allowed within the Association grounds. • No loud noises or noxious odors will be permitted. • Quiet hours are from 10pm-7am.
\$25	\$50	\$75	<u>SECTION E</u> • No rubbish, trash, garbage or other waste material shall be kept or permitted upon any Lot or Common Area, except in sanitary containers located in appropriate areas & screened from view. • All trash shall be disposed of properly & no odor shall be permitted to arise therefrom. • No smoking debris is to be left in limited or common areas & should be properly cleaned up and disposed of.

\$25	\$50	\$75	<u>SECTION E</u> - No clothing or household fabrics shall be hung, dried or aired in a way that is visible to another property. - No lumber, grass, shrub or tree clippings or plant waste, metals, bulk material or scrap refuse or trash shall be kept or stored, or accumulate.
\$25	\$50	\$75	<u>SECTION G</u> - No obstruction of the Common Areas shall take place. - Nothing is to be kept or stored on any part of the Common Areas without prior written consent of the Board. - Nothing shall be altered on, constructed in or removed from the Common Areas except upon the prior written consent of the Association.
\$25	\$50	\$75	<u>SECTION H</u> No architectural change shall be permitted without first prior written consent of the Board. IE: Planting, painting, fences, additions, hedges, walls erected, awnings, exterior television antennas or satellite dishes, etc.
\$25	\$50	\$75	<u>SECTION I</u> - No planting or gardening shall be done without Board approval. - No fence, hedge or wall shall be erected unless approved by the Board. - Residents may plant within enclosed fencing areas a variety of flowers and garden produce. - Resident is required to maintain all plantings/vegetation within enclosed areas and shall not become a nuisance of site or smell to other occupants. - Owners may not plant in open areas around units without Board approval.
\$25	\$50	\$75	<u>SECTION J</u> - Exterior maintenance of basements, foundations, doors, windows and stairs connected to units are owner responsibility. - Owners shall repair and maintain all limited common areas and the units in those areas, including the courtyard or patio areas which is surrounded by a fence or otherwise enclosed and all items within said fenced or enclosed area. - Owners shall Unit & Lot owned by him or her & all improvements made by the owner in good order and repair and free of debris.
\$25	\$50	\$70	<u>SECTION K</u> - No exterior fires except barbecue grills contained within appropriate receptacles placed a minimum of 18inches from any structure. - No fire pits are allowed.
\$25	\$50	\$75	<u>SECTION L</u> - No more than one For Sale sign on the unit and one at the Park entrance shall be permitted. - No sign shall be more than 5sqft. - No advertising signs, billboards, objects or unsightly appearance or nuisance shall be erected, placed, or permitted to remain on any Unit or any portion of the property.
\$25	\$50	\$75	<u>SECTION M</u> No temporary structure, outbuilding, basement, trailer, camper, tent, shack, garage, or other outbuildings shall be used in the Association grounds.

			No garage, trailer, camper, motor home or rec vehicle shall be used as a residence on the Property unless Board approved for emergent situations.
See Rule	See Rule	See Rule	<u>SECTION N</u> - No short term rentals. - No more than 10% of the units shall be permitted to be rented. - All rentals must be approved by the Board prior to renting. - All rentals must be for a minimum of 12 months.
\$25	\$50	\$75	<u>SECTION O</u> No neglect to lot or unit shall be permitted.
\$25	\$50	\$75	<u>SECTION P</u> No act shall cancel or void the Association Insurance Policy.