

**ASPENGLLEN AT SUN MEADOW  
RULES AND REGULATIONS**

**A. GOVERNING DOCUMENTS**

1. The Association is governed by the following items:
  - i. Utah Community Association Act
  - ii. Utah Non-profit Act
  - iii. Declaration (CC&Rs)
  - iv. Bylaws (included in the CC&Rs)
  - v. Design Guidelines / Standards (included in the CC&Rs)
  - vi. Rules & Regulations (this document)
2. This document is intended as a summary, not a comprehensive list, of key rules and restrictions for the community.

**B. CONTACT INFORMATION**

1. Owners are responsible to ensure that the Association has on file the following information for the owner(s):
  - i. Valid e-mail address
  - ii. Mailing address
  - iii. Phone number(s)
  - iv. Primary residence address
2. This information is considered confidential and is maintained for the use of the Management Company and Board for official Association business.

**C. DELINQUENT PAYMENTS ON ASSESSMENTS**

1. Payments on assessments not received by the due date are considered delinquent.
2. Interest may be charged on all past due assessments at a rate of 1.5% per month beginning 15 days after such amount is due. In addition, a late fee of 5% shall be charged for each assessment installment paid 15 days or more after the installment is due.
3. At 60 days after the due date an attorney's letter may be sent.
4. At 90 days past due, the Association may defer the account to collections with a collections attorney.
5. The annual invoices shall be delivered electronically. It is the responsibility of each homeowner to keep a valid email address on file with the association.
6. Failure to receive a yearly invoice does not absolve a homeowner from making required payments to the association.

**A. OWNER RESPONSIBILITY**

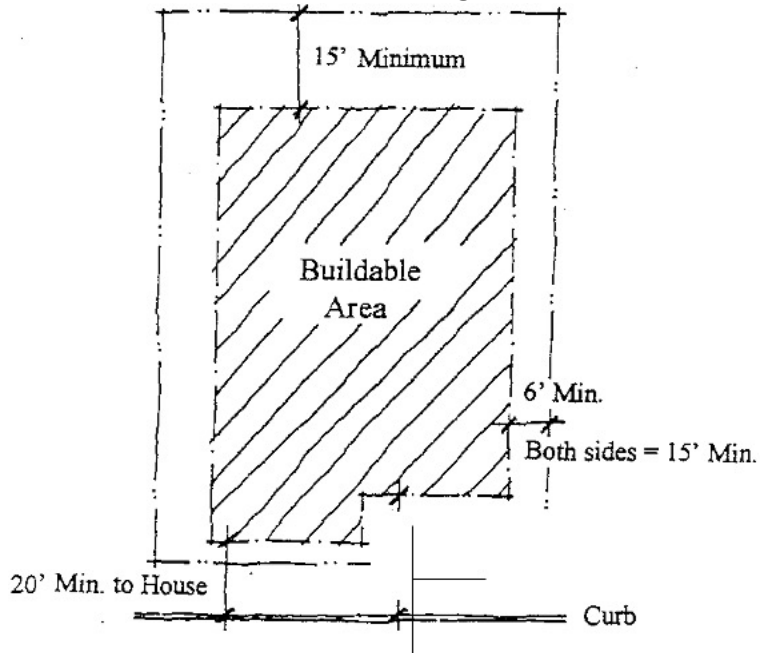
1. Owners are responsible to for the adherence to the Declaration and Rules & Regulations of the Association by their managers, agents, tenants and guests.

**B. ARCHITECTURAL CHANGES -**

1. Owners must obtain prior written approval for any and all changes that affect the exterior of the property and/or lot (e.g., addition, out-building, parking area,

driveway, hot tubs, solar panels, exterior materials change, etc.). Owners shall submit an architectural improvement application for any such changes. Filling out the architectural improvement application does not guarantee approval.

2. The architectural improvement application shall include detailed plans to show the location of the proposed modification, measurements, required setbacks, materials, colors that comply with the approved color palette, and shall include drawings of relevant elevations.
3. Setbacks
  - i. Minimum Front Yard Setback: Thirty five (35) feet from the back of curb to garage for driveways. Twenty (20) feet to the building face. Front setbacks of adjacent houses are to vary by at least 5 feet, unless constrained by existing slopes or Jot configuration. Buildings shall be setback such that adjacent units will be staggered to avoid a long linear appearance from the street.
  - ii. Minimum Side Yard Setback: Six (6) feet with a combined total of fifteen(15) feet for both side yards.
  - iii. Minimum Rear Yard Setback: Fifteen (15) feet.
  - iv. Maximum Building Area: 70% of total lot area.



4. The architectural improvement application must specify the amount, type, and location of construction equipment (such as dumpsters and portable toilets) to be placed on-site and the length of time it will be in place.
5. The applicant will pay a review fee for each application: \$25 for non-structural changes; \$50 for additions/remodels; \$100 for new builds
6. Failure to obtain prior written approval for an architectural change may result in fine(s) and/or requirement that the property be restored to its original state.
7. During construction, the area must be kept clean of debris on a daily basis.

**C. MAINTENANCE OF PROPERTY**

1. 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 disrepair.

**D. SOLAR PANELS**

1. Solar panels must lie flat against the roof and may not differ in pitch or color from the roof surface on which they are mounted.

**E. PARKING/VEHICLES**

1. All residents shall only park in those areas designated for parking and shall not park in areas designated as "No Parking." No vehicle shall be parked in a driveway where any portion of the vehicle blocks sidewalks or extends into a street.
2. No motor vehicle will be operated on the Subdivision except on improved roads and driveways.
3. All vehicles parked in the driveway must be in good working and with valid tags.
4. Open storage of boats, campers, camper shells, or trailers is not permitted for more than 72 hours.

**F. PETS & ANIMALS**

1. No animals other than (not to exceed three) ordinary household pets may be kept on any Lot. Each Owner shall be responsible for preventing pets from entering the Common Areas and Lots held by other Owners.
2. No kennel or dog run may be placed closer than 20 feet to any Dwelling other than that of the Owner of the kennel. No wire fencing shall be allowed which is unscreened from the view of adjoining Lots.

**G. NOISE/LIGHTS/UNSIGHTLINESS**

1. No speakers, or other noise making devices maybe used or maintained on any Lot which create noise that might reasonably be expected to be unreasonably or annoyingly loud from adjoining Lots, except for security or fire alarms.
2. 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 County.
3. No unsightliness is permitted on any Lot. This shall include, without limitation, the open storage of any building materials (except during an approved construction project); open storage or parking of farm or construction equipment, trucks larger than pick-up trucks (except during periods of actual loading and unloading) or inoperable or unlicensed motor vehicles; 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; and the storage or accumulation

of any other material, vehicle, or equipment on the Lot in a manner that it is visible from any other Lot or any public street.

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

#### **H. RENTALS**

1. The Lots are to be used for residential housing purposes only, and shall not be rented in whole or in part for nightly rentals, vacation rentals, transient lodging purposes, boarding house, "bed and breakfast", etc. No lease shall be for a period of less than 30 days.

#### **I. TRASH/RECYCLABLES**

1. All trash and recyclables should be placed in approved containers.

#### **J. LANDSCAPING**

1. A recommended list of plant materials can be found in the Design Guidelines. Where possible, the maintenance of existing native vegetation is encouraged.
2. The HOA supports owner participation in the "Flip your Strip" program. More information can be found [here](#).
3. Any modifications must be approved by the board prior to beginning a landscape project.

### **ENFORCEMENT, FINES AND HEARING PROCEDURE**

#### **A. FINES**

Any violation of any provision within the government documents shall be subject to a fine according to this schedule:

1<sup>st</sup> Violation: warning

2<sup>nd</sup> Violation or failure to cure after 1<sup>st</sup> Violation: \$50.00

3<sup>rd</sup> Violation or failure to cure after 2<sup>nd</sup> Violation: \$100.00

4<sup>th</sup> violation and all subsequent violations or failure to cure after 3<sup>rd</sup> violation or subsequent violations: \$250.00 not to exceed \$500.00 per month additional for fines or legal action.

#### **B. ENFORCEMENT**

1. Enforcement remedies are cumulative; accordingly, the Board reserves its right to pursue any enforcement action authorized by law or the Declaration at any time during the fining process.
2. Before assessing a fine, the Association shall give the owner a written warning via email that: (i) describes the violation, (ii) states the rule or provision off the Association's governing documents that the owner violated, (iii) states that the board may, in accordance with the provisions of this section, assess fines against the lot owner if a continuing violation is not cured or if the lot owner commits similar

violations within one year after the day on which the board gives the lot owner the written warning or assesses a fine against the lot owner under this section; and (iv) if the violation is a continuing violation, states a time that is not less than 48 hours after the day on which the board gives the lot owner the written warning by which the lot owner shall cure the violation.

3. The Association may assess a fine against an owner if: (i) within one year after the day on which the Association gives the owner a warning, the lot owner commits another violation of the same rule or provision identified in the written warning; or (ii) for a continuing violation, the lot owner does not cure the violation within the time period stated in the warning; (iii) each time the owner commits a violation of the same rule or provision within one year after the day on which the board assesses a fine for a violation of the same rule or provision; or (iv) allows the violation to continue for 10 days or longer after the day on which the Association assesses the fine.

### **C. INFORMAL HEARING PROCEDURES**

1. If a fine is levied, the offending Owner shall have the right to request an informal hearing with the Board to protest or dispute the fine. A request for hearing must be made in writing within (30) days from the date the fine is levied.
2. The hearing shall be conducted at the next regularly scheduled Board meeting or another date set by the Board. The Board shall give notice of the date, time, and location of the hearing to the requesting Owner. Notice of the hearing shall be delivered to the requesting Owner by email. If the hearing date is unacceptable to the requesting Owner, they shall be entitled to one (1) continuance of the hearing date. To receive a continuance, the requesting Owner shall deliver a written request for continuance to the Association. The request must be received by the Association prior to the original hearing date. The continued hearing shall, within reason, take place at the second Board meeting after the receipt of the original request for hearing. Failure by a requesting Owner to appear at a hearing or continued hearing shall result in a waiver of the requesting Owner's right to hearing and the fine shall be deemed uncontested
3. The hearing shall be conducted by a minimum of three (3) Board members. The requesting Owner shall be given fifteen (15) minutes to dispute the fine. The requesting Owner may present documentation or witnesses to dispute the fine. The Board may question the requesting Owner or witnesses during the hearing. After hearing the requesting Owner's position and evidence, the Board may either render its decision at the hearing or take the evidence and argument under advisement. If the Board takes the evidence under advisement, they shall render a final decision within seven (7) days of the hearing. Once a decision is rendered, the Association shall give written notice of their decision to the requesting owner. All decisions of the Board are final.
4. Interest and late fees shall not accrue on fines until after the time for hearing has passed, or, if a hearing is conducted, after a final decision has been rendered.