

PARKSTONE ESTATES HOMEOWNERS ASSOCIATION

RULES AND REGULATIONS

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Introduction:

The rules for Parkstone Estates Homeowners Association were established in October 1999 and revised thereafter for the benefit of the property owners and or the protection of their property and property values. This document supersedes, replaces, and repeals all other Rules and Regulations adopted before the date of this document.

The rules governing the use of the common areas and the personal conduct of the property owners, renters, and their guests, including penalties for violating the rules, were established as provided for in the Parkstone By-Laws and Declaration of Covenants and Restrictions.

Property owners, including absentee owners, are responsible for compliance with the rules, including compliance by the property owner, renters, and guests. Residents are encouraged to assist in the protection of the property and property values by becoming familiar with the Association rules and by encouraging compliance by residents and guests. Property owners are also responsible for payment of any fines assessed against their renters and guests.

Homeowners are encouraged to donate time and talents to the benefit of our community. If we all work together, we can keep our monthly dues down and our neighborhood beautiful.

I. General

1. Regular meetings of the Association Board of Trustees/Association Officers will be held each month at the home of an Association Member. Additional meetings may be scheduled as needed. Residents are welcome and their business will be heard at the beginning of the meeting. Residents wishing to discuss Association business should have issues put on the meeting agenda by making a request to a Board of Trustee members at least three days before the meeting, describing the item for the agenda and the suggested time for discussion.
2. An annual meeting of the property owners will be held each year. Additional special meetings may be scheduled as needed. All property owners will be notified not less than 10 days and no more than 30 days in advance of the annual meeting or any special meeting.
3. Voting by non-owner residents is permitted when the applicable property owner gives the non-owner resident their proxy, and such written proxy is turned into a Board of Trustee member before or at the time of the annual or special meeting.
4. Garbage is picked up once a week. Garbage cans may be put out the night before pickup. Garbage cans are to be put away on the day of garbage pickup. Garbage cans must be kept inside garages, or if you have a fenced backyard, can be kept behind your fence, as long as they are not visible to your neighbors.
5. Subject to subparagraph a. below, no building, fence, wall, deck, patio cover, or other structure shall be commenced, painted, or erected upon the property, nor shall any exterior addition to or change or alteration therein be made without the approval of the Architectural Committee. Damage to, removal of, or modification of property owned or under the jurisdiction of the Association is prohibited. The property owner will be charged for the repair of any damage to, removal of, or modification of property by the property owner, renters, or guests when done without the approval of the Architectural Committee, whether accidental or intentional. Repairs will be made to the satisfaction of the Association and within the time frame specified by the Association.
6. Subject to CCR Article X, Section 5, Homeowners may erect one free-standing outdoor shed on their property upon approval by the Architectural Committee. The following regulations regarding the shed will be enforced by the Architectural Committee under the direction of the Board of Trustees;
 - a. Shall be no larger than 150 square feet, but may be smaller if lot size and placement so dictate;
 - b. Must be located in the backyard and not visible from the street;
 - c. Must be constructed of wood;
 - d. Must resemble the home in color and shingle style;
 - e. Must have a concrete foundation;
 - f. Must have a minimum of a five-year warranty on materials;

- g. Placement in the yard will be determined by the shed height and pitch of the shed's roof;
 - h. Must be approved by neighboring homeowners, before installation. Objections will be forwarded to the Architectural Committee and the Board of Trustees, if necessary, for resolution;
 - i. Will not be allowed on or abutting Common Areas, except for sheds approved by the Board of Trustees for use by the Homeowners Association.
- 7. Climbing fences and gates is prohibited.
- 8. Hanging rugs, car mats, laundry, etc., over fences or porch railings is prohibited.
- 9. Any activity that violates any government law, statutes, and/or ordinances is prohibited at Parkstone.
- 10. All gardening tools, maintenance equipment, storage containers, wheelbarrows, auto repair equipment, tarps, etc., are to be stored in the garage, in approved sheds, or behind fences, out of sight of neighbors.
- 11. An activity by any owner, resident, or guest, which may be or becomes an unreasonable annoyance or nuisance to other owners, is prohibited.
- 12. Toys and bicycles should not be left in common areas, around the front of homes, or in locations where they could pose a safety hazard.
- 13. Garage sales are prohibited unless organized for and available to the entire complex and approved by the Association Officers.
- 14. No blinds, draperies, or other window coverings or treatments shall be permitted for dwelling unit windows that face any road, whether public or private, except those which are conservative in style and natural in color or otherwise approved by the Architectural Committee.
- 15. Residents are requested to use good judgment at all times when playing stereos, CD players, tape recorders, radios, musical instruments, running cars, appliances, etc., or entertaining outside the home.
- 16. Basketball stands cannot be used on the roads and driveways and must be stored behind the front edge of the owner's home. Basketball backboards may not be attached to homes or garages.
- 17. Open fires or wood-burning fire pits are prohibited. Natural gas and propane-fueled fire pits are allowed, with the approval of the Architectural Committee.
- 18. Flags: One national flag, no larger than three (3) feet by five (5) feet may be displayed daily on a residential Lot. Other flags (sports, memorial, school, etc.) may be flown in its place, but in no case shall there be more than one flag per lot displayed at a time.
- 19. The following shall apply to displays of political signs and flags:

- a. Political signs and flags may be displayed no sooner than 45 days before the election and must be removed no later than five (5) days following the election.
 - b. Each Parkstone lot may place no more than two candidate or issue signs (each a maximum of 18" x 24") and one flag (no larger than 3' x 5') on their Parkstone Lot. This political flag may be in addition to the one flag per Lot restriction referred to in Rule I-18 above.
 - a. Lawn signs must be removed for regular Parkstone lawn care.
 - 1) Signs must be removed the night before lawn care the following day.
 - 2) Signs may be replaced on the lawn once the lawn care team has left.
20. Personal congratulatory signs such as birthday, baby announcement, graduation, etc., shall be removed no later than ten (10) days following placement. Signs must be removed to allow for lawn care.

II. Common and Other Assessments

1. The common or monthly assessment is used to pay Association costs, on behalf of all property owners, for the following: gate maintenance; property management fees; water to outside common areas; common area electricity; street and common path maintenance; lawn mowing; repairs and maintenance of common area; street, driveway, and walkway snow removal; signs; fences; office supplies; printing costs; postage; labor; common area sprinkler system maintenance; reserve account base; insurance for common areas; etc.
2. Special Assessments, Reconstruction Assessments, and Capital Improvement Assessments may be levied to finance unplanned repairs or modifications that are required to maintain the property and protect property values. Any special assessment for more than \$2,000 must be approved by a majority vote of homeowners. In the event of an emergency repair that must be handled, no vote will be required.
3. The Common or Monthly assessment is due on the first of each month and is past due after 30 days. Any installment of a Common Assessment, Capital Improvement Assessment, Special Assessment, or Reconstruction Assessment not paid within 30 days after the due date shall be subject to actions described in the CC&Rs, By-Laws, and Notification/Recovery Schedule for Delinquent HOA Fees.

III. Insurance

1. The Association will purchase Fire and Casualty Insurance for the common areas. Each property owner is hereby on notice of their responsibility for insuring their dwelling and for paying the cost incurred for such insurance. The Association may ask for proof of insurance as deemed necessary.
2. The Association will purchase Liability Insurance for the Association, Common Areas, and Directors and Officers.

IV. Repair and Maintenance

1. The Association is responsible for maintenance of the following:
 - a. The common areas;
 - b. Community perimeter fences;
 - c. Outside street lighting;
 - d. Lawns, trees, and bushes in the common areas, including the watering system;
 - e. Paved surfaces in the common areas;
 - f. Snow removal from roads, front sidewalks, and driveways;
 - g. Streets.
2. The property owner is responsible for maintenance of the following:
 - a. The structure of the property owner's dwelling unit and all exterior and interior portions of the dwelling unit. Color of shingles and all exterior surfaces must be approved by the Architectural Committee;
 - b. Air conditioners;
 - c. Any privately owned property item of residents, family members, renters, or guests;
 - d. Any other item external to the unit installed by the unit owner, which must also be approved in advance of installation by the Architectural Committee;
 - e. Painting of any exterior doors, door frames, decks, porch, or railings. All colors other than ones originally used on the exterior of the home must have prior approval of the Architectural Committee and Board of Trustees;
 - f. Storm doors, screen doors, and window coverings;
 - g. Optional planting and upkeep of supplemental flowers, supplemental bushes, supplemental trees, and vegetables in the residence landscape area;
 - h. Sweeping of gutters, driveways, and road in front of home;
 - i. Concrete driveways, porches, garages, steps, and concrete walks that are not part of the common area;
 - j. Sprinkler system on individual homeowners property;
 - k. Fences between individual homes;
 - l. A plan to repair any visible damage to an individual home must be presented to the Architectural Committee within 30 days of receiving official notice of items that need attention. The Architectural Committee will then recommend a determination of a reasonable time for project completion to the Board, which will then approve the timeline.
 - m. Holiday decorations must be removed from the outside of any home within 30 days.

- n. Solar panels, if any, must be approved by the Architectural Committee and the Board in compliance with the Utah Community Association Act 57-8a-701.

V. Park and Common Areas

1. Use of the surrounding park area for family gatherings is encouraged with the following precaution: Keep noise to a level acceptable to the neighboring homes.
2. All children need to be supervised at all times anywhere in the complex by parents, grandparents, etc. This includes streets as well as common areas and yards

VI. Driving and Vehicles

1. Driving or parking motor-powered vehicles, including mini-bikes, motorcycles, cars, etc., on sidewalks, paths, or landscaped areas is prohibited. All drivers of motorized vehicles must have a valid driver's license.
2. Driving at speeds more than 15 miles per hour or driving recklessly is prohibited.
3. Draining of car fluids on the common area property, including the guest parking area, is not allowed. Do not dump vehicle fluids in the storm drains. Any hazardous waste must be disposed of according to State hazardous chemical requirements.
4. Repair of motor vehicles shall be confined to the property owner's garage. No painting of vehicles is allowed on the property.

VII. Parking

1. All resident vehicles must be parked in the garage or on the resident's driveway unless stated otherwise in the Governing Documents.
2. Parking of any vehicle on the road overnight is prohibited. For purposes of this paragraph, overnight is defined as 12:00 AM (midnight) to and including 6:00 AM. Emergency vehicles must be able to access the entire complex at all times. Garbage and snow removal cannot be accomplished with vehicles parked on the streets. Driveways with parked cars will not have snow removed. Should a Parkstone homeowner wish to have this paragraph specifically enforced upon another Parkstone resident, they must use the following process:
 - a. The complainant will submit a date and time-stamped picture showing the car, the license number, and the time of day of the violation.
 - b. The complaint will be submitted in writing, text message, or from a known email address to the Board of Trustees.
 - c. Complaints will be reviewed at the next regular Board meeting, with penalties reviewed according to Parkstone Rules and Regulations. The accused will have the opportunity to reply to the complaint.

3. Guests can park in front of homes for short periods if they are available to move a vehicle when needed. Guests staying overnight should park in the driveway or in guest parking areas to the east and west.
4. Guest parking areas are reserved strictly for guests of residents beginning on Friday evenings at 5:00 PM until Sunday evenings at 9:00 PM. No Resident parking is allowed during these hours. Residents may park, however, in guest parking spaces during weekdays and nights except for the period stated above.
5. Parkstone residents will receive identifying stickers which must be displayed in Residents' vehicles at all times.
6. Guests of Parkstone residents will display a Parkstone visitor parking pass when parked on streets or in visitor parking spaces.
7. Vehicles over $\frac{3}{4}$ ton or without a current registration may not be parked in the complex at any time.
8. Campers may load and unload from driveways or parking areas but cannot park for more than twenty-four (24) hours in the complex.
9. No parking within 10 feet of fire hydrants is permitted at any time except in driveways.
10. All oil or antifreeze spills or leaks must be cleaned up immediately.
11. All damage to road surfaces within the complex caused by resident vehicles or equipment must be repaired at their expense.

VIII. Pets and Animals

1. No more than two (2) dogs and/or cats may be kept on or in an individual Lot or Dwelling Unit. Yard enclosures must be constructed of vinyl fencing approved by the Architectural Committee. Dog runs are prohibited.
2. No pet may be kept that demonstrates dangerous propensities.
3. Animals are not be allowed to run free in the complex.
4. Any owner or person having charge, care, custody, or control of an animal shall take action to prevent the animal(s) from causing a nuisance. Any animal which does any of the following shall be deemed to be causing a nuisance.
 - a. Causes damage to the property of anyone other than its owners;
 - b. Causes unsanitary conditions in enclosures or surroundings;
 - c. Defecates in any common area, neighbor's yard, building, walkway, or street, unless the person having control of such animal shall remove any such defecation immediately; (it is required that persons walking their dogs carry plastic bags to pick up after their animal).

- d. Makes noises excessively or continuously.
 - e. Attacks other domestic animals or people.
5. Pet owners must remove any defecations from their yards immediately to prevent fly and odor problems and so that the yard can be properly maintained.

IX. Sale, Rental, or Leasing of Parkstone Homes

1. Procedure for sale of homes in Parkstone
 - a. Call a member of the Board of Trustees and inform them that you are selling your home and the name of the real estate company if one is being used.
 - b. The seller may place a For Sale sign in front of the home for sale. The sign shall be no larger than 3' x 2' and shall be low profile. A real estate company may use their standard company sign but not use 4 x 4 cross arm poles to hang it.
 - c. If you are planning an Open House, contact a Board of Trustee member. During an Open House, signs may be placed at the front gate and in front of the home to point the way. An agent or responsible person must be present during the Open House.
 - d. The seller is to provide the buyer with a copy of the CC&R's, the Bylaws, and the Association Rules & Regulations. A copy of each can be obtained from the Board of Trustees or the www.draperparkstone.com website.
 - e. Any reports requested by real estate agents or title companies may incur an administrative fee of up to \$50.00.
2. Lease or Rental of a Home in Parkstone
 - a. The homeowner is responsible for the actions of their renters.
 - b. No more than three (3) Lots may be used as non-owner-occupied residences or rentals. Before renting, you must notify the Board of Trustees of your intention to rent or lease your home and confirm that a rental opening is available.
 - c. No Lot may be leased until the Dwelling Unit has been owner-occupied for at least one year.
 - d. No property that has been approved by the Board of Trustees for rent or lease may be rented or leased if an Architectural Committee issue has not been resolved (Rules and Regulations IV 2.1.)
 - e. All rental agreements or leases shall be for no less than one year. There shall be no day-to-day, week-to-week, or month-to-month leases or rental agreements.
 - f. Notify the Board of Trustees of the name and phone number of the tenant and provide a copy of the lease to the Board.
 - g. Provide a copy of the CC&R's, By-Laws, and the Association Rules & Regulations to the renter and go over them with the renter. A copy of each may be obtained from the Board of Trustees or the www.draperparkstone.com website.

- h. The homeowner is to provide the renters with gate openers.
 - i. The homeowner is to provide the Board of Trustees with the name, address, and phone numbers of the person to contact in case problems arise and for mailings.
3. Rental Home Designation
- a. A Rental Home Designation list shall be established creating the priority for homeowners who wish to vacate their home and offer it for rent. Only Parkstone homeowners who have lived in their home for at least one year, have the option to rent their home.
 - b. Homeowners who wish to be added to the list will contact the Board Secretary by email and be added as the lowest priority member of the list.
 - c. Homes that are designated as a rental property will remain as long as the home is not sold.
 - d. When a home, designated as a rental property, is sold, that home will revert to owner-occupied status.
 - e. When a home currently in rental status is sold, the Parkstone homeowner with the highest priority on the Rental Home Designation list, who wishes to change the status of their home from owner-occupied to rental, will be offered the opportunity to do so. The highest-priority owner-occupied homeowner will be notified by the Secretary of the rental property status change option. That property owner will have no more than 14 days to accept the status change option.
 - f. At that time, if they decline the opportunity to convert, the next homeowner on the list will be given the opportunity, until either a current homeowner-occupied dwelling is changed to rental or no dwelling is converted. Rental priority positions may not be traded.
 - g. Should the homeowner decline the opportunity to rent their property, they will be retained in their current Rental Home Designation list position.
 - h. Should a Parkstone homeowner be granted a rental status change, they will have 60 days to vacate their residence and have their residence occupied by a renter. If after 60 days they have not vacated their home and rented the dwelling, they will lose the option to convert the property to rental home status.

X. Penalties

Enforcement of the CC&R's, the By-Laws, and the Rules & Regulations is described in the CC&R's. Penalties for violation of Association rules have been established as provided for in the By-Laws.

- 1. For nonpayment of the monthly assessment or other assessments:
 - a. Any installment of a Monthly Assessment, Common Assessment, Capital Improvement Assessment, Special Assessment, or Reconstruction Assessment not paid within 30 days after the due date shall bear interest from the due date of such installment at the rate of 18% per annum. If any installment of an assessment is

not paid within 30 days after the due date, the owner responsible will be required to pay a late charge of \$25 or 10% of the amount of the delinquent installment, whichever is greater. If any property owner is experiencing financial hardship, contact the Board of Trustees to make arrangements for payment and possible avoidance of the late charge and other remedies. Such arrangement must be approved by the Board of Trustees.

- b. The Association may bring legal action against the property owner personally obligated to pay the Assessment and reserves the right to take legal actions according to Utah law.
 - c. Any property owner who contests an assessment or penalty may request a hearing before the Board of Trustees.
2. Violations of other Association rules are to be brought to the attention of the Board of Trustees. It will attempt to obtain a resolution of the alleged violation amicably. The following actions may be pursued:
- a. First Offense: Two members of the Board of Trustees will discuss the alleged violation with the property owner responsible for the alleged violation and give a warning that the violation must be cured by a specific date and that fines may be assessed if the violation is not cured by the date specified or occurs again within the next twelve-month period.
 - b. Second Offense (or continuation of the first offense): If the alleged violation is not satisfactorily resolved within the time limit stated in the warning or is repeated, the Association will provide written notification to the property owner (and resident if a different person). In addition, the following applicable sanction may be imposed.
 - 1) Driving Offense: \$50 fine
 - 2) Parking Offense: \$50 fine
 - 3) Pet or Animal Offense: \$50 fine
 - 4) Other Offenses: \$50 fine
 - c. Third Offense (continuation of the second offense) and thereafter: If the alleged violation is not satisfactorily resolved or is repeated, the Association will provide written notification to the property owner (and resident if a different person). A \$100 fine per occurrence may be imposed on the property owner. Legal action may be initiated. Any expense incurred by the association to obtain corrective action may be billed to the property owner. In addition, the following applicable sanctions may be imposed.
 - 1) Parking Offense: the offending vehicle may be towed and impounded at the owner's expense.
 - 2) Pet or Animal Offense: the offending pet or animal may be permanently prohibited from Parkstone premises.
 - d. Any property owner who contests the alleged violations or penalties may request a hearing before the Board of Trustees.

- e. Property owners, including absentee owners, are responsible for payment of any fines assessed against their, renters and guests.
- f. Should the Association be required to take legal action against any person violating any of these rules, the Association is entitled to recover all Attorney's fees and costs associated with such action.

IN WITNESS WHEREOF we, being all of the Trustees of Parkstone Estates Owners Association, Inc., have hereto set our hands this 21st day of October, 2021.

President, Charlene Pineda

Vice- President, Jim Anderson

Secretary, Lawrence Crandall

Treasurer, John Linsmeier