Georgetown on the Park Rules

Adopted July 2020 by the Board of Directors of Georgetown on the Park

The Association's Board is authorized to adopt Rules that clarify or expand upon the restrictions set forth in the CC&Rs. All content below is drawn directly from the CC&Rs (with source article referenced) unless it appears in brackets [ ]. Content in brackets [ ] has been added by the Board. Owners are strongly encouraged to become familiar with the Association's CC&Rs. The term "Community" as used herein shall mean Georgetown on the Park.

See the Fee Schedule below for fines that may be imposed for each rule violated.

1) [**Contact Information**. It is each Owner's responsibility to ensure that the Association's Property manager and Board have accurate contact information. This includes mobile phone number, email address, and postal address. Changes in contact information may be submitted via the Association's website at www.georgetownhoa.net or by contacting the Association's Property manager or member of the Board.]

2) **Clubhouse.** [The Clubhouse may be reserved by contacting the Association's Property Manager, TPM. Details are available on the Association's website at www.georgetownhoa.net. A cleaning deposit may be required and may be returned upon inspection of the Clubhouse. TPM will issue a key or one-time key code to Owners prior to the scheduled event. When using the Clubhouse,] all residents are responsible for the safety and supervision of their own family and guests. An adult resident must be present during Clubhouse use and insure supervision of children. No Owner, their family members, guests or invitees shall use skateboards, bikes, scooters, in or around the Clubhouse. Pets are prohibited in the Clubhouse. (Article 2.4)

3) **Association Maintenance**. The Association shall maintain, repair, and replace all Common Areas…roadways, lanes, and common parking areas in [the Community], but the Association shall have no responsibility to maintain or repair the public streets within or adjacent to [the Community].

   The Association shall provide or contract for…landscaping, snow removal, and shared utilities (if any) for all Lots…. The Association shall perform snow and ice removal on the private streets, sidewalks, driveways, steps, and porches within [the Community]. The Association, however, shall have no obligation to remove snow and ice from backyard areas, including patios. The Association shall likewise have no obligation to remove snow from driveways or other areas in which cars or other vehicles are parked at the time of the performance of the snow removal. (Article 7.1 and 7.2.)

4) **Common Area Maintenance Caused by Owner Negligence**. If the need for maintenance or repair of Common Areas, fences, roofs, or other area is caused through the willful or negligent acts of an Owner, or through the willful or negligent acts of the family, guests, tenants, or invitees of an Owner, the Board may cause such repairs to be made by the Association and the cost of such maintenance or repair work shall be added to and become an Individual Assessment to which such Lot is subject. (Article 7.6.)

5) **Use Restrictions.** [The Use Restrictions included below are not all the Use Restrictions contained in Article 9 (read Article 9 for the complete list of Use Restrictions):]

   - **Noise.** Too much noise or traffic in, on or about any Lot or the Common Area, especially after 10:00 p.m. and before 7:00 a.m., or excessive use of outside speakers or amplifiers, [will be considered a nuisance]. (Article 9.7(7))

   - **Offensive or Unlawful Activities**. No noxious or offensive activities shall be carried on upon any Lot, or Common Area, nor shall anything be done or placed on any Lot or Common Area which interferes with or

jeopardizes the quiet enjoyment of other Lots or the Common Areas, or which is a source of annoyance to residents. (Article 9.3)

- **Recreational Vehicles**. Boats, trailers, ATVs, motorhomes, large trucks, commercial vehicles, or the like belonging to Owners or other residents…shall not be stored within [the Community]. Active loading or unloading of recreational vehicles must take place during daylight hours. Overnight parking of recreational vehicles is not permitted. (Article 9.4)

- **Pets**. The following shall apply. i) two (2) domestic pets per Residence are allowed; and ii) no pets, animals, livestock, or poultry of any kind shall be commercially raised or bred in, on, or about [the Community]. [Pets may not be a nuisance—see "Nuisances" below. A pet nuisance includes, but is not limited to, the following:]

    1) Allowing a pet to be unleashed while outside an Owner's Lot;

    2) Continuous barking, meowing, or other animal noises;

    3) Allowing a pet to defecate in the Common Areas or another Lot or Limited Common Area, and failing to clean up immediately after the pet.

    (Article 9.5)

- **Nuisances**. No resident shall create, maintain or permit a nuisance in, on or about the [Community]. For purposes of this Section a "nuisance" includes any behavior which annoys, disturbs or interferes with other residents and interferes with their right to the quiet and peaceful enjoyment of their property. A nuisance includes, but is not limited to, the following:

    1) The development of any unclean, unhealthy, unsightly, or unkempt condition on, in or about a Lot or the Common Areas;

    2) The storage of any item, property or thing that will cause any Lot or the Common Area to appear to be in an unclean or untidy condition or that will be noxious to the senses;

    3) The accumulation of rubbish, unsightly debris, garbage, equipment, or other things or materials that constitute an eyesore as reasonably determined by the Board;

    4) The storage of any substance, thing or material upon any Lot or in the Common Areas that will emit any foul, unpleasant or noxious odors, or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the other residents [of the Community];

    5) Actions or activities tending to cause embarrassment, discomfort, annoyance, distress or a disturbance to any other residents, their guests or invites, particularly if the police or sheriff must be called to restore order;

    6) Maintaining any plants, animals, devices or items, instruments, equipment, machinery, fixtures, or things of any sort whose activities or existence in any way is illegal, noxious, dangerous, unsightly, unpleasant, or of a nature that diminishes or destroys the enjoyment of the Association by other residents, their guests or invitees.

    (Article 9.7(1) – 9.7(6))

- **Signs**. Lawn signs are prohibited, except [for one] "For Sale" or "For Rent" sign[] that may be placed [by the Owner or the Owner's agent] in the front windows of Residences [and up to two directional signs placed in

common areas], or as directed by the Board. All other signs may only be erected or maintained…, whether in a window or otherwise, with the prior approval of the Board. For Sale or For Rent signs may not exceed 24" x 24". Notwithstanding the foregoing, Occupants may display one reasonably sized American flag on the exterior of a Residence consistent with the Freedom to Display the American Flag Act of 2005, the Utah Display of Flag Act, and Utah Code § 57-8a-219. Flags, if displayed, must be displayed in accordance with United Stated Code Title 4, Chapter 1. (Article 9.8)

- **Trash Collection**. All garbage and trash shall be placed and kept in covered containers of a type and style which shall be approved by the Board. Insofar as possible, such containers shall be maintained as not to be visible from the street view except to make them available for collection and then only for the shortest time necessary to effect such collection. [All trash cans are to be moved back into garages or other private areas within three days of collection.] (Article 9.9)

- **Parking**. At no time shall any vehicle be parked in a manner that would block an entrance to a Residence or in front of a garage or walkway or at any other location within [the Community], which would impair vehicular or pedestrian access, or snow removal [or emergency vehicle access. Specially marked stalls are for designated use only. Vehicles parked incorrectly or parked for long periods of time may be towed at the owner's expense.] (Article 9.10)

6) **Unsightly Items and Storage**. No observable outdoor storage of any kind shall be permitted on front yards, porches, etc., which may be seen from the Association's roads or another Lot except for patio furniture and portable barbecue grills in good condition. Said patio furniture shall conform with standards set by the Architectural Control Committee. Junk, unlicensed cars, or other unsightly items shall not be maintained or stored on any Lot. (Article 9.11)

7) **Leasing**. The leasing of a Residence is permitted. Any agreement for the leasing, rental, or occupancy of a Residence (hereinafter in this Section referred to as a "lease") shall be in writing, a copy of which shall be provided to the [Association's Property Manager within 30 days of signing] along with the name and contact information for all adult tenants, vehicle information of the tenants, and any other information deemed necessary by the Board. No Owner shall be permitted to lease his/her Residence for transient, hotel, or seasonal purposes. All leases shall be for an initial term of no less than twelve (12) months. Daily or weekly rentals are prohibited. No Owner may lease individual rooms to separate persons or less than his or her entire Residence. All leases shall provide that the tenant is subject to and shall abide by the Governing Documents…and the tenant's failure to do so shall constitute a breach of the lease agreement. The Association shall have the right to require the Owner to terminate the rental or lease agreement, to terminate the tenancy, or evict the tenant. (Article 9.13)

8) **Smoking**. Smoking shall be prohibited outside of Residences within the [Community]. It shall be a nuisance and prohibited under Section 9.7 to permit or cause any tobacco smoke to drift or otherwise enter any Common Area, Lot, or Residence. (Article 9.15.)

9) **Holiday Decorations**. Holiday decorations may be displayed on the outside of Residences within a reasonable amount of time before and after the related holiday…Holiday decorations shall include any type of object (including, but not limited to, lights, wreaths, plants, trees, displays, inflatable items, religious iconography or symbols) relating to any national or religious holiday or used to convey a religious message, symbol, idea, identification, or for any other purpose that holiday decorations are typically understood and which are placed in, on, or outside of a Residence with the apparent purpose, in whole or in part, of making it visible to people outside of the Residence. (Article 9.16)

10) **By-Laws.** [See Exhibit B to the CC&Rs for a complete list of by-laws outlining how all Association meetings are to be conducted, the election of Board members and officers, voting rights of Owners, and amending the governing documents of the Association.]

VIOLATIONS AND ENFORCEMENT (INCLUDING FINES)

The following procedures and policies address any violations of the CC&Rs, Bylaws, or Rules of the Association.

ORIGINATION / INITIATION OF COMPLAINT

Board of Directors. A complaint may be initiated by the Board based on information from the Property Manager, an Owner, or other information the Board deems reliable.

Owners. An Owner ("Complaining Owner") who desires the Board to take corrective action against another Owner, tenant, renter, guest, any other occupant, contractor, or other Owner agent or representative ("Alleged Offending Owner") must submit a complaint to the Board. The complaint must be in writing and should include as much of the following information as the Complaining Owner knows:

1) The name and address of the Alleged Offending Owner;
2) A description of the offending behavior or activity, including the date(s) and approximate time(s);
3) Whether the Complaining Owner attempted to contact the Alleged Offending Owner regarding the alleged violation;
4) Names of witnesses, if any;
5) Specific provision(s) of the CC&Rs, Bylaws, or Rules and Regulations that have been violated; and,
6) A request to remain anonymous, if desired by the Complaining Owner.

INVESTIGATION OF COMPLAINT/DETERMINATION OF COMPLAINT

Investigation. Upon receipt of a complaint, the Board, the Property Manager, or a person authorized by the Board or the Property Manager, has the discretion to conduct an investigation to confirm the nature and existence of the allegations contained in the complaint.

Determination of Violation. If, after review of a complaint, a majority of the Board determines (i) that there is a violation of the CC&Rs, Bylaws or Rules and Regulations, and (ii) that it is in the best interest of the Association to address the violation with the Alleged Offending Owner, then the Property Manager or the Board shall proceed to give notice to the Alleged Offending Owner as described below.

NOTICE PROCEDURE

Notice of Violation. The Board or the Property Manager shall give the Alleged Offending Owner a written notice/warning according to the procedures outlined below. The notice required under this section should:

1) Describe the violation;
2) State the rule or provision of the CC&Rs, Bylaws, or Rules and Regulations that the Alleged Offending Owner's conduct violates;
3) State that the Board may assess fines if the Alleged Offending Owner violates the same rule or provision within one year of the notice;
4) In the case of a continuing violation, contain a statement that if the alleged violation is not remedied or ceased by a specified compliance deadline (of at least 48 hours), fines may be assessed, beginning on the day following the specified compliance deadline;
5) If other sanctions (in addition to or in place of fines) are being considered by the Board, contain a statement of such contemplated sanctions.

Optional Notice Provisions. The notice may also provide or specify any or all of the following:

1) Specific action the Board is requiring to remedy the violation;

2) Contain a statement asking the Alleged Offending Owner to provide written communication to the Board or the Property Manager within 48 hours describing actions that have been or will be taken to correct a continuing violation; and
3) Any other information as directed by the Board.

Method of Notice. Any one of the following notice methods constitutes proper written notice.

1) The notice may be hand-delivered to the Residence. If an individual is not at the Residence to receive the hand-delivery, the notice shall be affixed to the door of the home.
2) The notice may be mailed via U.S. postal mail to the address(es) on record with the Association and/or to the Residence address.
3) The notice may be emailed to the addresses on record with the Association, but only if the Alleged Offending Owner has not made a request to receive Association information by postal mail.

Repeat Violations. Owners who repeat any violation within a 12-month period of receiving a Notice of Violation are not entitled to an additional notice or hearing. For such repeat violations, the Board may automatically issue fines pursuant to the Association's fine schedule.

Informal Action. Nothing in this article precludes the President, a designated Board member, or other person authorized by the Board from first attempting to resolve the matter either by an informal meeting, telephone call, or a letter to the Alleged Offending Owner.

Emergency & Immediate Action. This Enforcement Resolution does not prohibit the Board or the Property Manager from taking action reasonably necessary to correct or prevent an emergency or address the need for immediate action such as a safety issue.

HEARING PROCEDURE

The Board shall utilize the following procedure for violation hearings:

Scheduling of the Hearing. The Alleged Offending Owner has the right to request a hearing within thirty (30) days if a fine is assessed. The Alleged Offending Owner or Board may elect an email or in-person/telecom hearing process. The Board, in its sole discretion, will determine the time and location of an in-person/telecom hearing. In the case of an email hearing, the Board, in its sole discretion, will determine the date by which the Alleged Offending Owner must provide emailed information.

Email Hearing. The Board will meet and confer in a manner approved by the governing documents and applicable laws. If the Alleged Offending Owner has provided an emailed statement, the Board will review it. Then, the Board will make a decision regarding the alleged violation and either the Board or the Property Manager will email the decision to the Alleged Offending Owner. If an Alleged Offending Owner does not have an email address, the decision will be sent via standard U.S. postal mail to the Alleged Offending Owner's Residence or the address on file with the Association. Any fines, sanctions, or other actions levied by the Board shall not be effective until at least five (5) days after the Board's decision is communicated to the Alleged Offending Owner.

In-Person or Telecom Hearing.

- Appearance. If the Alleged Offending Owner fails to appear at or call into the hearing within fifteen (15) minutes of the time set for the hearing, the Board may, in its sole discretion:
  - Conduct the hearing without the presence of the Alleged Offending Owner;
  - Allow the Alleged Offending Owner additional time to appear;
  - Reset the hearing to another date and time, as determined by the sole discretion of the Board;
  - Dismiss the complaint; or

- Take any other action the Board, in its sole discretion, deems reasonable under the circumstances.

- Conduct of Hearing. If the Alleged Offending Owner appears, the Board shall proceed to hear from him or her. The Board may limit testimony and evidence as it determines is reasonable and necessary.
- Board Determination. Following or during the hearing, the Board will make a decision regarding the alleged violation. The determination of the Board is final. The Board shall either give its decision at the conclusion of the hearing, or take the matter under advisement and give the decision at a later time. If the decision is given at a later time, written notice of the decision shall be provided either by hand-delivery, posting on the Residence, email, or mail. Any fines, sanctions, or other actions levied by the Board shall not be effective until at least five (5) days after the Board's decision is communicated to the Alleged Offending Owner.

FINE SCHEDULE

The violation of any Rules of the Association may result in a penalty or fine imposed by the Board, as per the following fine schedule.

- 1st offense: Warning, no fine imposed
- 2nd offense (or if the violation continues for three calendar days after the warning): $50.00
- 3rd offense (or if the violation continues for seven calendar days after the imposition of the $50 fine): $75.00
- 4th offense (or if the violation continues for seven calendar days after the imposition of the $75 fine): $100.00
- All subsequent fines thereafter (continuing violations shall be assessed fines every seven calendar days): $150.00 for each occurrence.

Additional fines may be outlined in separate Board Resolutions relating to specific violations. Violations of the same policy by an Owner or different agents of an Owner (i.e. tenant, guest, family member) are counted as multiple violations of the same policy. If the violation is a repeat or continuing violation of the same provision that the Owner has violated in the past twelve (12) months, a fine may be automatically levied and no warning need be given.

Unpaid fines may be collected as Individual Assessments, and are subject to late fees and interest. Failure to pay fines may result in a lien against the Owner's Residence.

OTHER LEGAL ACTION

Board Actions. In addition to levying fines, the Board may take the following actions to address violations of the CC&Rs, Bylaws or Rules and Regulations:

- Suspend the Owner's voting rights and right to use the Common Areas for a period not to exceed sixty (60) days for each violation; and/or
- Seek injunctive or declaratory relief action against any Alleged Offending Owner; and/or
- Take legal action, as the Board finds reasonably necessary, to stop conduct which it determines violates the CC&Rs, Bylaws, Rules and Regulations, or applicable state or federal law.

Damages. In addition to fines levied, if a violation or any other action taken by an Owner or his/her agents results in (i) harm or damage to Association property, Common Areas, Limited Common Areas, person(s), or animal(s), or (ii) costs, expenses, or fees to the Association, then the Owner shall be held liable for such amounts (including, but not limited to, resulting damage, attorney fees, collection costs, Property Manager fees and costs, locksmith costs, moving costs, storage costs, and any other costs required to remedy violations).

Additional Corrective Action by Board.

- Right of Board to Take Additional Corrective Action. If the Alleged Offending Owner fails to correct the matter, which is the ultimate cause of the violation, the Board may take additional corrective action without prior notice to the Alleged Offending Owner or opportunity for a hearing.

- Notice of Additional Action. The Board shall give an Alleged Offending Owner written notice of any additional action taken under Subsection (a) of this section.

MISCELLANEOUS

Renters, Guests, and other Non-Owner Occupied Residences. The Owner of any Residence shall be responsible for the violations of that Owner's renter, tenant, guest, family member, or other occupant who violates any portion of the CC&Rs, Bylaws, or Rules and Regulations.

Attorney Fees. Regardless of whether a lawsuit is ultimately filed, all reasonable legal fees and costs incurred by the Association in the enforcement of the CC&Rs, Bylaws, and/or Rules and Regulations shall be recoverable in full from the Alleged Offending Owner.