



**PINE MEADOW RANCH HOMEOWNERS ASSOCIATION
RULES**

Adopted: January 15, 2019

1. INTRODUCTION

- 1.1. Unless expressly defined herein, capitalized terms shall have the meaning set forth in the Declaration of Covenants, Conditions, and Restrictions for Pine Meadow Ranch in Summit County, Utah, as amended (the "Declaration").
- 1.2. These Rules are adopted by the Board of Trustees (the "Board") of the Pine Meadow Ranch Homeowners Association (the "Association") in accordance with the Utah Community Association Act, Utah Code § 57-8-101 et seq. (the "Act"), and the Declaration.
- 1.3. All further restrictions, rights, and covenants contained in the Declaration, the Plat, the Bylaws, the Association's Articles of Incorporation or any other governing document are incorporated as part of these Rules and are subject to the enforcement policies set forth in these Rules.

2. PURPOSE OF RULES

- 2.1. The purpose of these Rules is to enhance and preserve the value of the individual Lots and Dwellings by preserving and maintaining an overall desirable environment and safety for the Pine Meadow Ranch development (the "Project") and the Association members.

3. PERSONS TO WHOM THESE RULES APPLY

- 3.1. These Rules apply to all Owners, occupants, lenders, contractors, workers, materialmen, subcontractor, purchasers at foreclosure sales, and any other Person who may enter the Project at any time.
- 3.2. Every Person to whom these Rules apply is personally responsible for any violation of these Rules. The Owner of any Lot is jointly and severally responsible for any violation of these Rules with any Person occupying that Owner's Lot and/or Dwelling and any guests of or persons associated with any such occupant. An Owner's responsibility under this section is not limited if, for any reason, the Owner is not aware of the Person(s) occupying or visiting the Owner's Lot. For any violations of these rules related to a particular Lot or Dwelling or its Owner or occupants, or any Persons associated with the Owner or the guest of Occupant of that Lot or Dwelling, the Board may seek to enforce these Rules against:
 - 3.2.1. Any Non-Owner, occupant, tenant, guest, or invitee, or other Person violating the Rules or Governing Documents;

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3.2.2. The Owner of the Lot/Dwelling only; or

3.2.3. The Owner and any Persons violating the Rules.

4. ENFORCEMENT OF RULES AND TERMS OF GOVERNING DOCUMENTS

4.1. The Board may enforce the Declaration, Plat, Bylaws, Articles of Incorporation, or these Rules or other rules (collectively, the “Governing Documents”) through any reasonable and lawful action, any action provided for in any section of these Rules and in any enforcement mechanism provided for in the other Governing Documents.

4.2. Each and every type of violation of each and every provision of the Governing Documents and the Act is hereby made specifically subject to and punishable by the specific fines provided for in these Rules.

4.3. The Board retains the right to apply the enforcement policies set forth in these Rules to any matter or action not specifically covered in these Rules, but which is harmful to the health, welfare, and safety of an Owner and/or occupant in the Subdivision and to take any reasonable and appropriate action in response to anything adversely affecting the value of the Lots or adversely affecting the use or operation of the Common Area, or operation of the Association. The Board retains this authority pursuant to the Governing Documents.

4.4. Any violation or continuing violation of these Rules or other Governing Documents may result in any one or more of the following actions as deemed appropriate and reasonable by the Board or as otherwise required or allowed by the Governing Documents or the Act:

4.4.1. Give a warning;

4.4.2. Issue a fine (pursuant to the schedule and requirements below);

4.4.3. Record a lien;

4.4.4. Institute legal action for damages, injunction, etc.;

4.4.5. Enter into or upon any Lot to make repairs and to do other work necessary for the proper maintenance and operation of the Project;

4.4.6. Tow or immobilize an improperly parked vehicle;

4.4.7. Take any other appropriate action, including, but not limited to, any action provided for in the Governing Documents or these Rules.

4.5. If any two sections in these Rules apply to the same incident or matter, any prescribed penalties, fees, fines, or remedies may be in addition to one another, according to the reasonable determination of the Board.

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- 4.6. Owners in violation of these Rules and/or any other provisions in the Governing Documents may be assessed and shall pay all legal fees, collection costs, lien fees, management fees, processing fees, and all other costs incurred by the Association related to enforcement.
- 4.7. Upon notice of an enforcement action other than a fine, the Owner may request a hearing under the same procedure provided below for fines. If a hearing is requested, the rules and procedures for a hearing on a fine shall be followed, except that the enforcement action shall not be stayed.
- 4.8. Fines. The Board is hereby authorized to issue fines for a violation of the Governing Documents.
 - 4.8.1. A fine may be assessed for each and every type of violation of each and every specific provision, prohibition, and requirement of the Governing Documents, including these Rules.
 - 4.8.2. The fine for each and every violation shall be in the amount that is provided for in this section 4.8.
 - 4.8.2.1. First Violation. The Association shall give a written warning to the Owner, by hand-delivery, certified mail, first class mail, or email, which shall: (1) notify the Owner of the violation by describing the violation, and stating the provision of the Governing Documents that was violated; and (2) inform the Owner that a fine may be imposed if a second similar violation occurs within one year of the date of the warning, or if a continuing violation is not cured within 48 hours after the day of the warning.
 - 4.8.2.2. Second Violation. Upon a second violation of the same type after a warning in any one-year time period, or after a continuing uncorrected violation after the initial 48-hour warning period, a fine of two hundred fifty dollars (\$250.00) may be imposed on the Owner. No warning is required before the imposition of a fine after the second violation within a one-year period, or for a continuing fine not cured more than 48 hours from the initial warning. For a second parking violation within a one-year period, the vehicle may be booted or towed in addition to any other remedy.
 - 4.8.2.3. Third Violation. Upon a third violation of the same type within a one-year period, or ten days after the imposition of the first fine for a continuing violation, a fine of five hundred dollars (\$500.00) may be imposed on the Owner. No warning is required

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before the imposition of any fine after a third violation within a one-year period or when a continuing violation is uncorrected for ten days after the assessment of the first fine.

- 4.8.2.4. Fourth and Subsequent Violations. Upon a fourth violation of the same kind within a one-year period after imposition of the previous fine, or each continuing violation which continues at least ten days after the imposition of a previous fine, a fine of one thousand dollars (\$1,000.00) may be imposed on the Owner.
- 4.8.2.5. All fines described herein are Assessments as described in the Declaration, and, therefore, shall accrue interest and late fees at the same rate and in the same manner as an unpaid Assessment.
- 4.8.3. An Owner who is assessed a fine may request an informal hearing to protest or dispute the fine within thirty (30) days from the date the fine is assessed. Unless otherwise required by law, such hearing shall be conducted in accordance with the provisions set forth below. The Association has no obligation to have its counsel attend such a hearing, but may have its counsel attend such a hearing if it the Board believes it is necessary.
- 4.8.4. If a hearing is requested, no interest or late fees shall accrue related to the fine until after the hearing has been conducted and a final decision has been rendered by the Association.
- 4.8.5. All requests for hearing shall be in writing and shall be mailed, delivered or emailed to the Board or Manager.
- 4.8.6. The hearing shall be held within thirty (30) days after the Board's receipt of an Owner's written request for hearing and the requesting Owner shall have notice of the hearing at least fourteen (14) days before the date of the hearing.
- 4.8.7. Any hearing as a result of such a request shall be governed by the following rules:
 - 4.8.7.1. The Owner must appear at the time and place designated by the Board for the hearing. The appearance may be by electronic communication. All individuals are attending on behalf of the Owner may also attend by electronic communication.
 - 4.8.7.2. At the hearing, the Owner contesting the fine shall be entitled to a reasonable amount of time to present evidence to challenge the alleged occurrence of the violation or present other information as the Owner believes is pertinent or appropriate for the Board's

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consideration. The Owner may invite other Owners or Persons to present evidence or information related to the alleged occurrence of the violation.

- 4.8.7.3. The Board may establish and announce at or before the hearing any other reasonable rules regarding the hearing.
- 4.8.7.4. Within ten (10) days of the hearing, the Board shall issue and mail or email to the Owner a written decision regarding the dispute.
- 4.8.7.5. The Board's decision shall be final, subject only to the Owner's right to challenge the decision in a court of competent jurisdiction within the time prescribed by law.
- 4.8.7.6. The Board may rely on any reasonable information and evidence in determining whether or not a violation of the Rules has occurred, both initially and after a hearing.
- 4.8.7.7. A fine assessed pursuant to this section, which remains unpaid after the Board's decision, or after the time for requesting a hearing has expired without a hearing being requested, may be collected as an unpaid Assessment, as set forth in the Governing Documents and these Rules.

5. REPORTING VIOLATION

- 5.1. Owners and Occupants may report violations of the Governing Documents to the Board or Manager, so that the safety, security, community-wide standards and community environment are protected.
- 5.2. Although not required, the following information is requested from Owners and Occupants reporting a suspected violation of the Rules, either in writing or by telephone:
 - 5.2.1. The name and address of the Person reporting the violation;
 - 5.2.2. The name and/or address of the Person alleged to have committed the violation (or any other reasonable method of identifying the Person or Lot);
 - 5.2.3. Photographs or video of the violation, if possible;
 - 5.2.4. A reasonably detailed description of what the Person observed or heard, or other explanation supporting the Person's knowledge of a violation;
 - 5.2.5. The date, time, and location that the Person observed or otherwise perceived the violation; and



- 5.2.5. The provision of the Governing Documents the Person believed was violated.
 - 5.3. The Board shall have absolute discretion in determining whether information provided related to a suspected violation results in any enforcement action.
6. DAMAGE TO PROJECT
 - 6.1. The Association may assess individual Owners for any damage or costs that they, their animals, and their guests cause in or on the Project in violation of the Rules, including damages to any Association owned road, which damage or cost, for purposes of insurance, is, or is not, a covered loss. The Association may warn and fine any Owner for any violation of these Rules, or the Governing Documents, regardless of whether such violation causes a loss, which for insurance purposes, is a covered or non-covered loss. The Association may also seek to enforce these Rules and the Governing Documents by injunction.
 - 6.1.1. Nothing in this rule shall prohibit an Owner from asserting his or her right to make a claim directly or through subrogation for a loss against the person or persons at fault for the loss.
 - 6.2. Owners shall ensure that they do not cause damage to the Project, other Lots, or the Common Area.
 - 6.3. An Owner must notify the Association or the Manager in the event of property damage to Common Area or another Lot in the Project as soon as practicable but in no event greater than forty-eight hours after the Owner learns of the damages.
7. PARKING AND ROADWAYS
 - 7.1. No vehicle may be parked on Association roadways or street. No vehicle may be driven on any private driveways, with the exception of an Owners own private driveway, or off-road. No vehicle may be parked in such a way as to impede access of emergency vehicles or equipment, trash or recycling collection, snow-removal vehicles, or to impede access to any Lot or Common Area.
 - 7.2. Owners, occupants and their guests and invitees must obey speed limits applicable to the Project. The Association may employ speed detection devices to determine Owner compliance with speed limits.
 - 7.3. Vehicles of any kind parked within the Project must be operable and properly licensed. No disabled or inoperable vehicle may be stored anywhere within the Project.
 - 7.4. Notwithstanding any provision in these Rules to the contrary, notice of any alleged parking violations, fines, or warnings issued related to any parking or vehicle violation may be posted on the vehicle. If appropriate, said notices shall

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contain a deadline for remedying the violation. Vehicles (including trailers) parked in violation of the Declaration, or these Rules, continuously after the deadline contained in the notice may be towed, impounded, and stored at the vehicle-owner's expense. Vehicles may be towed, impounded, and stored at the vehicle owner's expense without any notice if a vehicle is parked in any manner that blocks any other Owner or Occupant's ability to move in or out of his/her driveway or in and out of the Project, or in any manner that the Board, in its sole discretion, determines to be unsafe. The Board and its members shall be indemnified by, and held harmless by, the owner of the vehicle from any loss, damage, or claim caused by, or arising out of, the impounding, towing, or storing of a vehicle pursuant to these rules.

8. CONSTRUCTION, REMODELING, REPAIRS, CHANGES TO DWELLING EXTERIORS AND LANDSCAPING

- 8.1. New construction, additions, and expansions require and cannot be built until a Lot Improvement Plan Application is submitted to the Association and approved. All construction that requires a Lot Improvement Plan Application must be completed in accordance with the approved Lot Improvement Plan Application and the Architectural Guidelines, which is attached hereto and incorporated into these Rules by this reference.
- 8.2. Any construction, addition, or expansion which was previously approved by the Association is still approved, even if such construction, addition, or expansion would not be approved under the attached Architectural Guidelines.