

KNUDSON CROSSING OWNERS ASSOCIATION RULES AND REGULATIONS

This set of Rules and Regulations is established in accordance with the provisions of the Declaration of Covenants, Conditions, and Restrictions for Knudson Crossing (the "CC&Rs"). These Rules have been written in accordance with the Board of Directors' authority to adopt rules as stated in the CC&Rs. These Rules have been established as a basis for a successful community. At Knudson Crossing the residents share a common interest in the buildings, open spaces, playground areas, pickleball court, and roads. Because of this shared interest, community rules and regulations are not only worthwhile, they are a necessity. Unless given a different meaning herein, capitalized terms shall have the same meaning and effect as used in the Declaration.

Homeowners shall be liable when their guests, tenants, or occupants are found in violation of any rule governing the Association.

These Rules may be modified, added to or otherwise changed from time to time as deemed necessary by the Board of Directors.

GENERAL RULES AND REGULATIONS

1. Joint Liability. Owners are responsible for the conduct of their family, guests, tenants, or occupants and will be held responsible for any damage caused by such persons against Association property, or any violations of Association rules or Governing Document provisions.

2. Parking.

(a) Improper parking includes, but is not limited to: parking on grass areas or sidewalks, parking improperly in the common area parking spaces, blocking access, parking along streets where prohibited, etc.

(b) No parking space within Owners' garages may be converted into any use other than the parking of a vehicle.

(c) Except in cases of emergency, no repairs to or maintenance of any automobile or other vehicle shall be performed within the Property

(d) Long-term parking is not allowed in the visitor parking area. Parking more than three (3) days without Association approval will be considered long-term.

(e) No mobile home, camper, or recreational vehicle, boat, trailer, or similar equipment shall be parked anywhere within the Project without Board approval.

(f) All vehicles in non-operative condition, unlicensed, in an extreme state of disrepair, or not having current registration, shall be subject to immediate towing away and/or such other action by the Board as it may deem necessary.

(g) In addition to fines, violators of any parking Rule may be towed at the Owner's expense. All costs incurred in the removal of such vehicles, including, but not limited to,

towing and storage expense, and attorney's fees, if applicable, will be charged to the owner of the vehicle involved.

3. Pets.

(a) Occupants may keep up to two (2) domestic pets so long as the pets are maintained in a clean, healthful and sanitary environment, and so as not to become a nuisance to one's neighbors including excessive barking.

(b) All pets must be registered with the Association within 30 days of move in or acquiring a pet. As part of the registration, all Owners are required to obtain and pay for a DNA sample of the pet at a DNA company of the Association's choice. Such DNA fee shall not exceed \$250.

(c) Pets may not exceed a weight of 60 pounds.

(d) Pets may not create a nuisance as defined in the Governing Documents or as determined in the discretion of the Board.

(e) All animals shall be collared, tethered, on a leash and under the continual control of the owner, while in any Common Area of the Project.

(f) Each Owner is required to immediately pick up or clean up after their animals and properly dispose of all wastes, should their animals relieve themselves anywhere within the Project. Owners in violation of the pet waste clean up requirement are subject to a \$250.00 fine per violation.

(g) Owners are fully responsible for any property damage or personal injury to others caused by their animals or the animals of their Occupants.

4. Trash. All trashcans need to be placed out of sight and not visible from the street. Trash cans may be placed in front of the Living Unit from 24 hours prior to and 24 hours after pick up.

5. Leasing. All leasing within the project is subject to a rental cap and the leasing restrictions contained in Article IX, Section 9.15 of the CC&Rs and the following provisions:

(a) Owners are prohibited from leasing their Living Unit for one year following the initial purchase of the Living Unit from the Declarant. After the one year prohibition, the leasing of Living Units is limited to a 20% cap. Owners may not lease their Living Unit without written approval from the Board that the leasing of such Living Unit complies with the Association's cap requirement.

(b) Owners shall provide the Board with the names, phone numbers, and email addresses of each adult tenant residing in their Living Unit within 10 days of tenant occupancy.

(c) Owners must confirm in writing to the Board that the tenants have received a copy of the CC&Rs and the Rules within 10 days of tenant occupancy.

(d) Owners may only lease their entire Living Unit. The renting of individual rooms is prohibited.

(e) Living Units may only be rented for a minimum initial term of twelve (12) months. Month-to-month rollovers are permitted after an initial 12-month term. Short-term leasing (daily, weekly, monthly) or sub-leasing of any kind is strictly prohibited.

(f) In the event any owner or tenant fails to comply with the CC&Rs and/or Rules, after delivery of a five (5) day written notice to the Owner and Tenant, the Board shall have the right to: (1) declare the rental agreement null and void, (2) evict the tenant under Utah's Forcible Entry and Detainer Statutes or pursuant to any other applicable State or local law, and/or (3) obtain injunctive relief to force compliance with the CC&Rs and/or Rules.

(g) The violation of any of these Rental Rules shall be considered a continuing violation and offending owners shall be subject to fines every 10 days the violation persists.

6. Noise. You are living in a multi-resident building structure. Quiet enjoyment of all residents will be aggressively enforced. All music, Television, radio, etc., needs to be kept to a reasonable level so as not to disturb your neighbors during the day, and shall be at a substantially reduced level from 10:00 PM until 8:00 AM.

7. Satellite Dishes. Satellite dishes may be installed on the Living Unit without Board approval if not visible from the street in front of the Living Unit. If it is necessary to mount a satellite dish on the front of a Living Unit to function correctly, then the Owner must obtain written approval from the Board to approve the location of the satellite dish, which location shall be in the least conspicuous location available.

8. Signs.

(a) Signs are prohibited in the Common Area, or any lawn area of an Owner's Lot.

(b) One For Sale sign may be placed in a window of a Living Unit, and may not exceed 18" x 24".

9. Holiday Decorations. The acceptable time frame for displaying winter holiday decoration is from five days before Thanksgiving until January 31st provided, however, that if weather conditions in January do not permit the safe removal of holiday decoration before the deadline specified above, removal may be deferred until weather permits. All Decoration for all other holidays must be displayed no more than thirty (30) days prior to the day of the holiday and must be removed within ten (10) days after the holiday.

10. Damages.

(a) No Owner or resident shall cause damage to or waste of another Living Unit or the Common Area and Facilities.

(b) Each Owner and/or Occupant shall be strictly liable for any damage he or she causes to another Living Unit or the common area and facilities.

(c) Each Owner or resident shall save, indemnify and hold the Association harmless against all loss resulting from any such damage.

(d) The Association may charge an Owner and resident for all expenses resulting from the act or omission of such Owner or resident as an Individual Assessment as permitted under the CC&Rs. The act or negligence of any guest, visitor or invitee shall be considered the act or negligence of the Owner who permits such person to use and occupy any Living Unit or the Common Areas. Personal charges shall include, without limitation, any expense resulting from the act or omission of any Owner or resident, guest, visitor or invitee.

11. Changes and Property Upgrades.

(a) No Owner shall make changes to the exterior of their Living Unit, such as paint, patio covers, awnings, screen doors, trees, etc., without the express written approval of the Board. Requests for changes shall be made in writing and submitted by email to the Board or Association Manager.

(b) Changes and property upgrades approved by the Board that require building permits, will submit the approved permit to the Board before any work commences. Failure to do so will result in Association asking the owner to remove all un-permitted work, and to return the area to a suitable stabilized standard at the owner's expense.

12. Reinvestment Fee.

(a) Upon the occurrence of any sale, transfer, or conveyance of any Lot as reflected in the office of the County recorder, regardless of whether it is pursuant to the sale of the Lot or not (excluding the initial sale or Transfer to Declarant, or an affiliate or successor of Declarant), the Owner receiving title to the Lot shall pay to the Association a **Reinvestment Fee of \$500**, which shall be collectable as an Individual Assessment.

13. Collection and Late Fees.

(a) There is hereby levied a late fee against any Assessment account for any Assessment which is not paid in full within ten (10) days of the date such Assessment is due; and such late fee shall be FIFTEEN DOLLARS (\$15.00) and shall accrue each month until the Assessment is paid in full.

(b) All Assessments not paid on or before ten (10) days after the date when due shall also accrue interest at the rate of twelve percent (12%).

(c) If any Assessment remains unpaid by the Owner for more than sixty (60) days from the due date for its payment, the Board may turn it over for collection to the Association's attorney who may file suit for a money judgment, lien foreclosure, or both, as permitted by applicable law.

RULES ENFORCEMENT PROCESS

1. **Complaint.** A resident may file a written complaint with the Board or Association Manager regarding a violation of the Declaration, Bylaws, or Rules by another Owner or Occupant. The written complaint shall include (i) the name of the alleged offending resident; (ii) a description of the offending behavior including date(s), location, and time(s); (iii) whether or not contact has been made with the alleged offending resident, and (iv) when possible, a photo or other supporting evidence of the violation.

2. **Investigation.** After receiving a complaint, the Board or Association Manager may investigate the complaint and determine if it is valid in their sole discretion.

3. **Violation and Notice.** If the Board believes that a violation has occurred or is continuing to occur, the Board shall send a warning (notice of the violation) to the responsible Owner. The notice will provide that the Board may assess fines against the Owner if: (1) the violation is repeated within the next 1-year period of time, or (2) a continuing violation is not cured. If the violation is a continuing violation, then the notice shall give the Owner at least 48 hours to cure the violation.

4. **Fines.** The Board may impose fines outlined in the Fine Schedule below if the violation is repeated anytime within the next 1-year period of time or if the violation is not cured or ceased within the time specified in the notice. For continuing violations remaining uncured, fines may continue to be levied as provided herein or as directed in the notice from the Association, but no more frequently than every 10 days.

5. **Hearing.** The responsible Owner has the right to request an informal hearing with the Board within thirty (30) days from the date the notice is provided to the Owner stating that a fine has been assessed by the Association. If requested, the Owner may also present testimony or evidence regarding the violation at the next Board meeting. Owners who repeat the same violation during the one year time period are not entitled to an additional hearing before the Association may assess and enforce additional fines.

Other Legal Remedies

1. **Board Actions.** In addition to levying fines, action by the Board may include, but need not be limited to:

(a) Seeking injunctive or declaratory relief action against any alleged offending Owner, Guest, or other occupant of the Owner's property; and/or

(b) Taking immediate legal action, as the Board finds reasonably necessary, to stop conduct which it determines is in violation of the Declaration, Bylaws, Rules, or applicable state or federal law.

2. **Alternative Resolution.** Nothing herein shall preclude the Board president, a designated Board member, or any other person so authorized by the Board from first attempting to resolve a matter either by an informal meeting or telephone call with, or email or warning letter to the alleged offending Owner.

Owner Responsibility for Tenants, Guests, Invitees, etc.

Owners shall be responsible for the conduct of and the violations of any renter, tenant, invitee, guest, or family member who violates any portion of the Declaration, Bylaws, or the Rules, including but not limited to, paying all fines or costs imposed by the Association as a result of the renter, tenant, invitee, guest, or family member's actions or behavior. All renters and tenants are jointly and severally liable for violations and resulting fines or costs.

GENERAL FINE SCHEDULE

Except where specifically stated above, fines for violating any of the foregoing rules, regulations, or policies may be levied by the Association as follows:

1st Offense: Warning Letter

2nd Offense: \$100 Fine

3rd Offense: \$150 Fine

4th and each Subsequent Offense: \$200 Fine

Continuous Violations

A continuous violation is a violation that persists until corrective action is taken. The Association may levy a fine for a continuous violation remaining uncured by the deadline

imposed by the Association Board (such deadline shall be at least 48 hours). Furthermore, additional fines may be levied every ten (10) days thereafter until the violation is cured. Unless specifically stated above for an individual rule, the amount of the fine will be increased at each 10 day increment as follows:

- 1st Offense = Warning Letter and Opportunity to Cure of at least 48 hours;
- If not cured within the deadline (of at least 48 hours), a fine of \$100 may be levied;
- If not cured within 10 days of the levying of the \$100 fine, an additional \$150 fine may be levied;
- If not cured within 10 days of the levying of the \$150 fine, an additional \$200 fine may be levied;
- The \$200 fine may continue to be levied every 10 days thereafter until the violation is cured.

If the same continuous violation is repeated anytime within the next twelve (12) months, the initial fine shall be \$200. The \$200 fine may be levied every 10 days thereafter until cured.

Maintenance Fee

Physical reaction by the Association for required maintenance will be a \$250 fine plus actual material or contractor charges.

BE IT FURTHER RESOLVED that the foregoing Rules, Regulations, and Polies are hereby adopted by the Association.

Date: November 12, 2019

ATTEST:



Knudson Crossing Owners Association