

**Trailside Park Subdivision
Rules and Regulations
June 22, 2023**

These Rules and Regulations were adopted by the Board of Directors (the “Board”) of the Trailside Park Homeowners Association (the “Association”) pursuant to Article X, Section 28 of the Declaration of Covenants, Conditions and Restrictions (the “Declaration”) and are effective as of the day and year first written above.

General Rules and Common Area Policy:

All members, residents, family members, invitees and guests (collectively, “You” and “Your”) must comply with the following General Rules and Common Area Rules:

1. **DEFINITION.** Common Areas include all platted property not contained within individual Lots. These areas include open spaces, sidewalks, pathways and any amenity areas, such as the mailboxes. Common areas are for the use and enjoyment of everyone in our community.
2. **TRASH AND REFUSE.** Trash may not be disposed of in any Common Area.
3. **TRASH RECEPTACLES.** Trash and recycle receptacles may only be taken to the curb 24 hours before and must be removed from the curb within 24 hours after trash and recyclables collection. Trash and recycle receptacles must be stored behind the front plane of the residence and You must make reasonable efforts to screen the receptacles from public view.
4. **UNATTENDED PERSONAL PROPERTY.** You may not leave personal property unattended in common areas. If personal property is chained or secured in common areas, the Board may cut the chain or lock in order to remove the item. The community will store property that is left unattended at Your expense, and You must pay any storage fees that accrue prior to claiming the property.
5. **STREET PARKING.** Overnight parking on the street is subject to the regulations of Summit County. Any violation of the laws or ordinances of Summit County shall also constitute a violation of these Rules.
6. **RECREATIONAL VEHICLES, TRAILERS, BOATS, ETC.** Recreational vehicles, including without limitation, boats, trailers, camping vehicles, or any other recreational vehicle (“Recreational Vehicles”) may only be parked or staged in the driveway (or any other portion of the Lot) for a period not to exceed 48 hours before an outing and 48 hours after an outing, with not less than 48 hours in between. A camping vehicle is any vehicle, regardless of size, specifically equipped for human habitation with built-in features including: bathroom, sink, shower, stove, oven, water tank, slide out, propane tank,

auxiliary power generator, or external cooling units. The Board may allow additional time for temporary storage with appropriate notice from homeowners. Recreational Vehicles may only be stored on a Lot if they are not visible from any public right of way or neighboring Lot. Recreational Vehicles may not be parked on any unpaved Lot area. Please note that operation of any unlicensed motor vehicle is prohibited in the public right of way by Summit County ordinances, which shall be enforced by the Summit County Sheriff's office. No automobiles, trucks, motorcycles, trail bikes, snowmobiles, four-wheel drive vehicles, or vehicles of any kind shall be operated on any place in the subdivision other than the public roadways. The trail system is intended for pedestrian, equestrian and bicycle use only. No motorized vehicles of any kind, including snowmobiles and motorcycles, shall be used or operated in the trail easement, or common areas, at any time. The only motorized vehicles permitted are authorized construction or maintenance vehicles or equipment engaged in the construction or maintenance of the trail itself.

7. **PARKING OF PERSONAL VEHICLES.** Personal Vehicles, including without limit passenger cars, trucks, SUVs, and motorcycles, should be parked only on the Lot's paved driveway or in the garage. Members/Renters may park up to two (2) vehicles in the driveway overnight, between the hours of 12:00 a.m. – 6:00 a.m. At no time may a tractor-trailer be parked at a Lot overnight.
8. **LEASING OF UNITS.** Lot leases must be a minimum of one (1) year in length. A house cannot be physically divided into two or more separate units with separate entrances. Tenants/lessees/boarders are permitted as long as there are no more than two unrelated persons residing or sharing a house with non-owners. All absentee owners are required to promptly notify the Board of their new address and phone number. Residents, including lessees/tenants, are responsible for maintaining the exterior of their dwellings and any structures on their Lots, including decks, fences, landscaping, sheds, playground-type equipment, etc.
9. **FIREWORKS.** Members, their guests, and tenants/lessees may not shoot fireworks on or aim fireworks at any Common Areas. Members, their guests, and tenants/lessees are bound by the laws of the state of Utah and Summit County in regards to when and where fireworks may be shot. In addition, fireworks may not be shot on any Lot between the hours of 10:00 p.m. – 10:00 a.m. daily during those dates permitted by law.
10. **QUIET HOURS.** Quiet hours governing the amount of noise emitted from each Lot shall be observed between 10:00 p.m. – 8:00 a.m. daily.
11. **LIABILITY.** Members are liable for all violations of any provision in the Declaration, Bylaws, Addendum, or any Rules and Regulations and for any fine imposed as a result, whether the violation was committed by the Member, or by their tenants/lessees, family members or guests.

12. **JOINT LIABILITY.** Members are jointly and severally liable for all violations of any provision of the Declaration, the Bylaws or any Rules and Regulations and for any fine imposed as a result. This is true whether the violation was committed by the member or by their tenants, family members, guests or invitees. **NUISANCES.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be—or may become—an annoyance or nuisance to the neighborhood.
13. **ANIMALS.** House pets shall be restricted to two (2) per household, regardless of the size of the residential lot. No animals—other than house pets—shall be kept or maintained in a residential lot. All animals shall be contained or otherwise controlled at all times and shall be confined in an enclosure, so that the open part of any lot retains a reasonable amount of vegetated cover. Individual Owners will be responsible to control their lots so that dust and odor do not become a problem to the property Owners. Any animals used for food production are subject to the approval of the Architectural Committee. Animal privileges may be revoked by the Architectural Committee if the Owner does not adhere to the above restrictions.
14. **SIGNS.** Unless approved by the Board in writing, no sign of any kind shall be displayed to the public view on any lot except legal notices and one (1) professional sign of not more than two (2) square feet, one (1) sign of not more than three (3) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale.

Collection Policy:

One of the many advantages of living in a community association is sharing with other members the costs of certain maintenances, repairs, and amenities that are often too expensive for a single-family homeowner. All members are legally bound to share those costs.

To properly maintain the Association's Common Areas, it is imperative that all assessments, whether regular or special, be paid in full and on time. Delinquencies throw the Association's entire budget off course and negatively affect all member's property values and lifestyles.

To adequately maintain our community, state statutes and our governing documents give the Board the authority to impose and collect assessments and other allowable charges from members. In fact, the Board owes a duty to all members to make sure everyone pays. The Board has adopted the following policy to fulfill its duty in a fair, systematic and impartial manner.

1. **Assessments.** The term "Assessments" refers to any amount a member must pay to the Association. Among the charges it includes are regular annual assessments, special assessments, rules violation fines, late fees, common area repairs, and any other fees, interest or charges imposed under the Declaration, the Bylaws or Rules and Regulations.
2. **Where to Send.** Deliver all payments to the address as listed on the electronic invoices.

3. When Assessments Are Due. Annual assessments are due the last day of January and apply to that calendar year. Unless otherwise stated, other Assessments are due by the due date listed on the invoice. If a member does not pay in full any Assessment by its due date, then that payment is delinquent.
4. Late Payments. Once an Assessment is delinquent, Board may take any or all of the following actions:
 - a. Late fees and interest. If the Association does not receive payment for any Assessment in full on or before the thirtieth (30) day after it becomes due, the delinquent member shall pay liquidated damages for the Association's time, inconvenience and overhead in collecting the late payment as follows:
 - i. A twenty five dollar (\$25.00) late fee; and
 - ii. Interest at an eighteen percent (18%) Annual Percentage Rate from the original due date until the date of payment.
 - iii. Returned check fees and bank charges. In addition to any late fee that may be applicable, for each check to the Association that is returned by a bank for any reason, the member who wrote the check shall pay the following charges:
 - iv. Liquidated damages in the amount of twenty five dollars (\$25.00); and
 - v. Any related bank charges that the Association incurs because of the returned check.
 - b. Suspend privileges. If an account contains delinquencies for more than sixty (60) days or has a delinquent balance of two hundred fifty dollars (\$250.00) or more, the Association will give the member fifteen (15) days notice of intent to suspend any or all privileges, including without limitation voting privileges. Unless the Association receives full payment by the end of the notice period, all privileges listed in the notice will be suspended.
 - c. Account referred to an Attorney. The Association may, in its sole discretion, refer a delinquent account to an attorney for further action. The attorney may do any or all of the following:
 - i. File a lien against the Lot in accordance with Utah state law and the Association's governing documents;
 - ii. File a lawsuit to collect the amount owed; and/or
 - iii. Take any and all other appropriate legal action.
- A. Attorney's fees and costs of collection. The delinquent member shall be

responsible for all the Association's attorney's fees and costs of collection, including without limitation court costs.

Fine Policy:

In the event that a member violates any of the provisions of the Declaration, the Bylaws or any Rules and Regulations, the Board shall provide written notice to the offending member of the specific violation(s) and that said violation(s) must be corrected within forty-eight (48) hours or the offending member shall be fined as follows:

1. First notice: Warning
2. Second notice: \$50
3. Third notice: \$250
4. Repeated notice: \$500

The monthly maximum for any one recurring violation shall be five hundred dollars (\$500.00);

Fines that remain unpaid for thirty (30) days shall accrue interest and late fees as set forth in the Collection Policy.

Any member that is assessed a fine may request in writing a hearing before the Board to dispute the fine within thirty (30) days of the day the fine is assessed. At any such hearing, the Board shall consider the member's appeal, hear any comment from other members and from the management company, if applicable. The Board shall have full discretion regarding the hearing, but shall give reasonable opportunity to the member to present its appeal. The Board may render its final decision at this hearing or may take the time it deems necessary to make its final decision. The member shall be notified of the Board's final decision in writing. No interest or late fees may accrue until after the Board has rendered its final decision.

The following violations, if previously violated by a Member during any 12-month period, do not allow a forty-eight (48) hour correction period, but the member shall have right to a hearing as set forth above:

1. Any vehicle parked in the public right of way or adjacent to the public right of way over night (Rules and Regulations Number 6); and
2. Trash Receptacles left in the public right of way for longer than allowed (Rules and Regulations Number 3).

Reinvestment Fee:

1. Pursuant to Section 4.11, Article 4 of the Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions recorded on August 2, 2022, the reinvestment fee shall be 0.25% of the sale price.