



THE CEDARS HOMEOWNERS ASSOCIATION

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IMPORTANT INFORMATION

Proposed Changes to the HOA's Rules and Regulations

Dear Homeowners;

The success of a homeowners association depends, in large part, on the rules, regulations and restrictions that govern how residents are expected to conduct themselves. Without these restrictions and a means to enforce them, the HOA living experience could become less desirable. The HOA has three types of governing documents: Covenants, Conditions & Restrictions (called "CC&Rs"), Rules and Regulations, and Bylaws. The CC&Rs are a legally binding document that is officially recorded and filed against your property. They often cover legal issues such as: property use restrictions, assessment obligations, insurance obligations, etc. The Bylaws establish the structure of day to day governance such as board requirements. The Rules and Regulations cover the items that are not covered in the Bylaws or CC&Rs. Although general Rules and Regulations may be contained within the CC&Rs, the Association also adopts separate (more specific) "Rules and Regulations." Because the rules determine what is allowed in the HOA it is important that they fit the needs of the residents. There are often rules that might need revising over time due to changes in the community.

The current Rules and Regulations for the HOA have been reviewed and the proposed changes are included below. In addition a survey has been set up for you to provide feedback on the proposed changes. The survey can be accessed at <https://www.surveymzmo.com/s3/5160808/The-Cedars-HOA-Rules-Regulations>.

The survey will be available for comments and feedback until October 21, 2019. After the comments and suggestions have been reviewed, a special meeting will be called for owners to attend and share additional suggestions. We appreciate your feedback and input on the proposed changes. For questions, comments or concerns please contact ECM at ecm@thecedarshoa.org.

Kindest Regards,

The Cedars Homeowners Association Board of Directors

The Cedars Homeowners Association, Inc.

Proposed Rules and Regulations 2019

THE PROPOSED CHANGES ARE INDICATED IN RED

PREFACE

These Rules & Regulations (R&Rs), as amended 16 December 2006 and 1 October 2016, have been adopted with the intent of providing the Residents of The Cedars P.U.D. Homeowners Association with a practical plan for day-to-day living. The goal is to maintain your community as a first-class Association and provide residents with common sense guidelines for living together as neighbors. A successful Association is a community of homeowners who exhibit a pride of homeownership and share a common vision as to what constitutes a desirable neighborhood.

Membership in The Cedars P.U.D. Homeowners Association runs with the property. Each buyer of property within community is bound by the governing documents of the Association, which include the Declaration of Covenants, Conditions and Restrictions (CC&Rs), By-laws, and Rules & Regulations. Owners who oppose a particular rule or regulation are asked to keep the following points in mind.

Living in an Association means one must adhere to certain rules and regulations due to the necessity for architectural conformity and the demands of the Declaration, which exist for the benefit of your community and helps to maintain property values.

You have the right to petition the community to change a regulation if you feel that a particular regulation no longer applies or is unduly restrictive of the majority.

If you are found in violation and are fined, remember this action is taken because the majority of Owners in the Association consider it to be just and proper.

Effective Rules & Regulations require the cooperation of all Residents of the Association. The best approach to resolving a difference with a neighbor is to talk to your neighbor directly. However, should this not resolve the problem, an official complaint can be filed with the Community Manager. Each Resident's cooperation and participation is encouraged. This is your Association and these are your rules.

Section I - Introduction

Section II - Definitions

Section III – General Rules

- 3.1 Animals and Pets
- 3.2 Business Use
- 3.3 Common Areas
- 3.4 Contractor Working Hours
- 3.5 External, Unit Addition and change
- 3.6 Firearms, Incendiary Devices and Graffiti
- 3.7 Garage Sales
- 3.8 Lighting & Holiday Decorations
- 3.9 Nuisances or Non-harmonious Use
- 3.10 On-site Fuel Storage
- 3.11 Sidewalks
- 3.12 Signs
- 3.13 Temporary Structures and Equipment
- 3.14 Trash, Garbage or Bulk Waste
- 3.15 Tree Removal
- 3.16 Unsightly and Unkempt Property
- 3.17 Vandalism
- 3.18 Vehicle Parking
- 3.19 Vehicle Storage
- 3.20 Window Covering
- 3.21 Landscaping
- 3.22 Yard Decorations
- 3.23 Grievance Procedure

Section IV – Violation & Fine Policy

- 4.1 Witness to Violation
- 4.2 Violation Witness Statement
- 4.3 Written Warning
- 4.4 Notice of Violation
- 4.5 Hearing
- 4.6 Penalties/Fines/Fees

Section V – Transfer of Ownership

- 5.1 Seller Responsibility
- 5.2 Estoppels/Notification of Sale Form

Section VI – Petitioning for Rules and Regulations Change

- 6.1 Document Change Request

Section I – Introduction

1.1 The following Rules & Regulations flow from and supplement provisions found in the Declaration of Covenants, Conditions, and Restrictions of The Cedars P.U.D. Homeowners Association. It is not the intent of these Rules & Regulations to be a substitute for the Declaration.

1.2 To the extent that the provisions of applicable law (federal, state or local), the Declaration or the Rules & Regulations are in conflict, the provisions of applicable law shall first control followed by the provisions of the Declaration, the By-laws and the Rules & Regulations, in that order.

1.3 The Board of Directors shall have the power and authority to adopt, amend or repeal administrative rules and regulations from time to time.

1.4 These Rules & Regulations are binding on all Owners, Residents, and their Guests. The Owner is responsible for communicating the Rules & Regulations to occupants and guests and will be liable for fines incurred and/or damages caused by occupants and guests.

1.5 The provisions of these Rules & Regulations can only be amended by vote of the Board of Directors in an open meeting following notice to the community of a pending change and allowing for a minimum of thirty (30) days for public comment.

Section II – Definitions

2.1 Architectural Review Committee (ARC)

A Committee appointed by the Board of Directors to oversee and approve the initial design of homes and any subsequent additions or attachments within the Development.

2.2 Assessments

Shall mean the amount that is levied and assessed against Lots and paid by each Owner to the HOA for Association expenses.

2.3 Association

Refers to The Cedars Homeowners Association (HOA), a non-profit corporation and its successors and assigns.

2.4 Board of Directors

Means the Cedars Committee of the Association.

2.5 By-laws

Contains regulations for the administration and management of the Association.

2.6 CC&Rs

Shall mean Declaration of Covenants, Conditions and Restrictions of The Cedars P.U.D. Homeowners Association. Also referred to as the Declaration.

2.7 Common Area

Refers to all portions of the Development except the Lots, Units and Golf Course and shall include all property owned by the Association for the common enjoyment of the Owners such as all private undedicated roadways, common driveways, amenities, open spaces, common landscaping, structural common areas, if any, and the like, together with all easements appurtenant thereto, as reflected on the Plats.

2.8 Community Manager

A professional hired by the Association to manage the day-to-day affairs of the Association, as stipulated by the Board of Directors.

2.9 Declaration

Shall mean the Declaration of Covenants, Conditions and Restrictions of The Cedars P.U.D. Homeowners Association. Also referred to as CC&Rs.

2.8 Development

Means the Planned Unit Development known as The Cedars as it exists at any given time.

2.9 HOA

Abbreviation for Homeowners Association.

2.10 Lot

Any of the separately numbered and individually described parcels of land within the Development as designated on the Plats, intended for single-family residential use or open space.

2.11 Owner

Shall mean any person who is the owner or record as reflected by the records in the office of the County Recorder of Utah County, Utah.

2.12 Property

All land and improvements, including Common Areas and Lots and other property annexed to the Development. May also be referred to as Subdivision.

Section III – General Rules

3.1 Animals and Pets

a. No barn, coop, shed, sty or building of any type shall be constructed, kept, maintained or permitted for the purposes of housing, pigs, cows, sheep, goats, horses, poultry or other livestock at any place within the limits of the Property.

b. A reasonable number of household pets will be permitted in accordance with Cedar Hills City ordinances, so long as such pets do not constitute a nuisance for other Residents of the Subdivision.

c. Dogs, cats or other household pets must be kept within the confines of the Owner's Lot except when being held on a hand leash.

d. No Owner shall install a doghouse or other structure, fence and/or electric fence on any portion of the Common Area. No pet may be staked, housed, tied up or otherwise left in any Common Area.

~~e. No pet shall be permitted to urinate or defecate on any portion of the Common Area, and the Owner of such pet shall immediately remove feces left upon the Common Area by their pet. The owner is responsible for clean-up of animal's waste products immediately. This includes the common areas, streets, sidewalks or any other property that is not within the confines of the Owner's Lot.~~

~~f. Any pet that endangers the health or welfare of any Owner or creates a nuisance (e.g., unreasonable barking, howling, whining or scratching) or an unreasonable disturbance or is not a common household pet, as may be determined in the sole discretion of the Board of Directors, must be permanently removed from the Property upon seven (7) days written notice by the Board or Management Committee. No animal shall be allowed to annoy residents unreasonably, to endanger the life or health of other animals or persons, or to substantially interfere with the quiet enjoyment of others. Pet owners shall be deemed in violation if their pets: consistently or constantly make excessive noise; cause damage to or destruction of another's property; cause unsanitary, dangerous or offensive conditions, including the fouling of the air by offensive odor emanating from excessive excrement; or create a pest, parasite or scavenger control problem which is not effectively treated. If you see an animal on the loose, or have been attacked by an animal at large or need to file a report, please call animal control at American Fork Police/ Animal Control 801-763-3020.~~

3.2 Business Use

Businesses, professions or trades may be operated or maintained in a Residential Lot subject to the prior written approval of the Board, subject to the following limitations: (i) any such business, profession or trade may not require heavy equipment or create a nuisance within the Property, (ii) may not noticeably increase the traffic flow to the property, (iii) may not be observable from outside the Residential Lot, and (iv) may only be carried on following approval from The Cedars HOA and Cedar Hills City pursuant to all applicable state and city laws, rules and ordinances in effect at the time any such use is requested.

To request an application for approval from the HOA (prior to submitting an application to the City of Cedar Hills) please contact ECM at ecm@thecedarshoa.org, which is required to operate a business in the HOA.

3.3 Common Areas

No item may be installed or encroach on Common Areas without the express written permission of the Board of Directors or the Architectural Committee. This includes without limitation, flagpoles, clothesline, signs, decks, fences, landscaping, lawn decorations and walkways. Personal items such as play equipment and lawn chairs may not be stored or left overnight on any Common Area.

3.4 Contractor Working Hours

Residents employing contractors to perform services may not allow the performance of such services weekdays before 7 A.M. and weekends before 9 AM. All such contract services must terminate each evening no later than dusk. Contract services include, but are not limited to, general construction activities, lawn maintenance and automobile repairs. Services such as,

emergency repairs to your home are excluded. Contractor trucks, trailers and all other equipment or materials must be removed from streets each evening.

3.5 External, Unit Addition and Modification

a. No external items such as, wiring, ~~insulation~~, air conditioning equipment, ~~water softening equipment~~, fences, awnings, ornamental screens, screen doors, porch or patio enclosures, sunshades, lighting fixtures will be allowed without prior written approval of the Board of Directors or Architectural Review Committee. Plans for any modification to a unit or lot also will require approval, this includes, shutters, paint, roofing, cement and any other addition or modifications.

b. Sheds must meet all of the HOA requirements below as well as the building codes and setbacks for the City of Cedar Hills. (CC&R Reference: 4.1 and 4.06)

- No Shed shall be allowed in the front yard
- Shed height, size, aesthetics, and color must be approved by the HOA; 8 ft. maximum roof height, typical center-peaked or single slope roof with a maximum footprint of 8 feet x 12 feet.
- Shed color must match and compliment the primary structure
- Shed location must be approved by the HOA as well as the City of Cedar Hills
- No portion of the shed's structure is permitted to cross the property line or to drain onto a neighboring property nor be located in the drainage easement.

Temporary sheds must not exceed (8x12) 96 square feet, should be hidden from view, placed adjacent to the property and will not have a traditional or permanent type footing or foundation. The surrounding homeowners with reasonable visibility to the structure need to be notified and approve of the placement.

Permanent sheds will be determined by the size, placement and the footings, traditional and/or permanent. No shed shall be located in any "setback" which is defined as 5 feet from the back of the lot and 5 feet on either side of the lot. Permanent sheds must be at least 12 feet away from the house. The surrounding homeowners with reasonable visibility to the structure need to be notified and have an opportunity to provide input for the placement if the shed meets the required setbacks.

3.6 Firearms, Incendiary Devices and Graffiti

The use of firearms and incendiary devices, or the painting of graffiti, within the Property is prohibited. The term firearms includes but is not limited to all guns, pistols, handguns, rifles, automatic weapons, semi-automatic weapons, pellet guns, sling shots, wrist-rockets, blow-dart guns, and other firearms of all types, regardless of size.

3.7 Garage Sales

Residents must comply with the City of Cedar Hills rules regarding Garage Sales and Section 3.12 - Signs below. Residents are encouraged to take advantage of community wide garage sales. ~~that can be coordinated by request to the Board of Directors.~~

3.8 Lighting & Holiday Decorations

The Board of Directors or Architectural Committee must approve all exterior lights with the exception of seasonal holiday lights that are subject to the following restrictions. Holiday lights

and decorations may be displayed from November 15 through January 31, but may not be illuminated after January 15. The take down date may be extended at the sole discretion of the Board of Directors or Architectural Committee in response to weather conditions. Lights and decorations for holidays falling outside the above dates may be displayed from two (2) weeks prior to the holiday to one (1) week after.

Permanent holiday lights, LED, or non-intrusive lights that are installed against the eaves or gutter and cannot be seen unless illuminated are allowed in the HOA and subject to the same rules for display.

3.9 Nuisances or Non-harmonious Use

No noxious or offensive activity shall be conducted upon any Lot that may be an annoyance or nuisance to the neighborhood or the Owners or Residents of any other Lots in the Property. It shall be the responsibility of each Owner or Resident to prevent the creation or maintenance of a nuisance in, on or about the Property. For purposes of this section a “nuisance” includes but is not limited to the following:

- a) The development of any unclean, unhealthy, unsightly, or unkempt condition on, in or about a Lot or the Common Areas.
- b) 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.
- c) The storage of any substance, thing or material upon any Lot or in the Common Area 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 at the Subdivision. **This includes pets, see section 3.1 Animals and Pets.**
- d) The creation or maintenance of any noxious or offensive condition or activity in or about any Lot or the Common Areas.
- e) Actions or activities tending to cause embarrassment, discomfort, annoyance, distress or a disturbance to any other Owner, Resident, their guests or invitees, particularly if the police or sheriff must be called to restore order.
- f) 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 may diminish or destroy the enjoyment of the Community.
- g) To make, continue, or cause to be made or continued, any loud, unnecessary or unusual noise that annoys, disturbs, injures or endangers the comfort, convenience, health, peace or safety of others within the Community, especially between the hours of 10 P.M. and 7 A.M.

3.10 On-site Fuel Storage

No on-site storage of gasoline, heating or other fuels are not permitted on any part of the Lots or Common Areas with the exception of up to fifty five (55) gallons of fuel stored in an approved DOT CFR part 49 storage container for emergency purposes and five (5) gallons of fuel for the operation of lawn mowers and similar tools or equipment.

3.11 Sidewalks

Public sidewalks in front of your residence should be kept in a clean and swept condition. Vehicles or other yard items are not allowed in an area that would block sidewalks. The parking of vehicles on any sidewalk within the Subdivision is prohibited. **Owners are responsible for maintaining the sidewalks adjacent to their property. Maintenance includes repairing cracks, uneven sections, removing snow, ice and landscaping (grass and weeds).**

3.12 Signs

- a) An Owner is permitted to place and maintain a standard "For Sale" sign on his/her Lot, provided it is of a typical size within the industry or within an area expressly permitted by the Board or Architectural Committee.
- b) No other sign with the exception of **home security, temporary landscaping and yard construction signs** that are visible from the outside of Units may be placed on any part of the Property without the written consent of the Board of Trustees or Architectural Committee.
- c) No sign of any kind shall be erected within the Subdivision without the written consent of the Board of Directors or Architectural Committee.
- d) Permanently installed decorative signs are subject to Board or Architectural Committee approval.
- e) No commercial sign shall be erected or maintained on the Property, whether in a window or otherwise, except such signs as may be required by legal proceedings, house number as originally placed on building. Political signs may be displayed 30 days prior to an election and must be removed the day following the election. Political signs are limited to yard signs and cannot be posted in the common areas of the Property. Signs shall not exceed 6 square feet in size and a maximum of 5 signs may be displayed.
- f) Garage Sale signs are limited to one per Unit on your Lot. One directional sign may be placed at the nearest entrance to the neighborhood. Additional directional signs must have the consent of the appropriate Property Owner. Garage Sale and directional signs are permitted the day of the event only.
- g) Hand lettered paper or cardboard signs are not allowed on Common Areas. ~~Signs must be weather resistant and commercially made or computer generated. Signs can be no larger than four (4) feet by four (4) feet.~~
- h) Signs, flags, banners or similar items advertising merchandise, business services, or providing directional information to activities or events outside of the Property are expressly prohibited on Common Areas and Lots.
- i) Special occasion signs such as Birthdays, Birth, etc., ~~supplied by a sign rental company~~ may be displayed for no longer than one week. ~~and may not exceed a total of four (4) square feet.~~
- j) Please contact the Community Manager or Board, or Architectural Committee for permission to install any other type of sign.
- ~~k) Fluorescent colors are not permitted in any part of temporary signs.~~
- k) Community and religious events signs may be displayed up to two days prior to event and taken down the morning after. These signs must comply with paragraph (g) of this section.

3.13 Temporary Structures and Equipment

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any Lot at any time as a Residential Unit, either temporarily or permanently, unless approved in writing by the Association. No commercial trailer, truck larger than 3/4 ton, or similar equipment shall be permitted to remain upon any Lot, unless written approval is given by the Association; provided, however, that this sentence shall not apply to any Lot during the construction of a Residential Unit thereon.

"Commercial vehicle" as defined in this document shall include, but not be limited to, any truck, pickup, van, bus, tractor, station wagon, taxi, automobile, trailer, sprayers, or other vehicle used primarily for business, specialized equipment or commercial purposes as distinguished from vehicles used primarily for the transportation of persons other than for hire or other than for business or other commercial purposes.

3.14 Trash, Garbage, Rubbish or Bulk Waste

No rubbish shall be stored or allowed to accumulate anywhere within the Subdivision, except in sanitary containers. Rubbish shall include, but not be limited to bushes or weeds, household wastes, and automobiles, campers, trailers, boats, or parts thereof, which have been in a state of disrepair or unassembled for a period exceeding fourteen (14) days. Trash, garbage or other wastes shall be kept in sanitary containers, maintained in a clean and sanitary condition and ~~stored in garages or screened by adequate planting or fencing so as to~~ be concealed from view of neighboring lots and streets. Trash containers may be placed outside for collection no earlier than 7 P.M. the night before collection day and are to be removed from the street by 7 P.M. the day of collection.

3.15 Tree Removal

No trees shall be removed except for diseased or dead trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved in accordance with Architectural guidelines. When trees are removed, the unit owner must remove the stump to below ground level and repair the landscaping with grass, sod, or another planting. No trees, bushes, or hedge can be placed in the Common Element without prior Board approval.

3.16 Unsightly and Unkempt Property

It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on the Property or Lot. The pursuit of hobbies or other activities including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles, trailers, recreational vehicles and other mechanical devices that might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Property.

When the Association declares a property unsightly, the unit owner will be sent a written notice that will give a reasonable length of time for the owner to bring the property up to standards. If the owner fails to bring the property up to standards, the Association may have the work performed and will bill the expense to the unit owner.

3.17 Vandalism

Any acts of vandalism to Common Areas should first be reported to the Police Department and then to the Board of directors or Architectural Review Committee so that the necessary repairs

may be completed. Charges incurred to repair damages made by an Owner, Tenant, Family Member and/or Guest will be billed to the Owner.

3.18 Vehicle Parking

Street parking is prohibited between the hours of 12:30 AM – 6:00 AM.

Homeowner's vehicles shall only be parked in a garage and or driveway. Street parking is intended for temporary visitors only after off street parking options have been utilized. Temporary parking is considered five days or less and visitors must display a parking permit. Parking is prohibited on the grass, including the grass of the common areas and individual lots. Cars parked in driveways shall be parked in such a manner as to not impede sidewalks or extend beyond driveways. Vehicles shall not be parked in fire lanes, impede the normal flow of traffic, block any sidewalk, extend into the street, or within 30 feet upon the approach to a stop sign. **Vehicles must have current registration, in working condition and moved at least every 5 days. It is the responsibility of all motorists and pedestrians to observe all traffic laws.**

Street parking is prohibited from December 1st to March 31st when snow is present on the streets.

All Homeowners are responsible for ensuring that their family members, visitors, and tenants observe and comply with all parking rules and regulations. Also refer to Section 3.19 Vehicle Storage.

3.19 Vehicle Storage

No campers, boats, snow mobiles, ATV's, jet skis or other water-related- vehicles, boat trailers, house-trailers, or any other type of trailer, automobiles, trucks, motor homes, horse or other trailers shall be stored in excess of five (5) days in driveways, or other areas in open view within the Subdivision except as defined below. No commercial vehicle exceeding three quarters (3/4) of a ton shall be kept or stored upon any lot unless such vehicle is kept or stored in an enclosed garage when not in use. No commercial vehicle owned or in the possession or under the control of any resident or occupant in the Subdivision shall be parked overnight in any street within the Subdivision. "Commercial vehicle" as defined in this document shall include, but not be limited to, any truck, pickup, van, bus, tractor, station wagon, taxi, automobile, trailer or other vehicle used primarily for business or other commercial purposes as distinguished from vehicles used primarily for the transportation of persons other than for hire or other than for business or other commercial purposes.

Non-commercial automobiles, travel trailers, motor homes, snowmobiles, ATVs, boats, jet skis, and other similar recreational vehicles (hereafter referred to as RVs) up to 45 feet in length may be stored on an ARC approved RV pad. An RV pad is defined as a concrete parking space along the side of the house that is not in the direct access path of a garage or driveway. Storage on a RV pad requires the RV be parked such that no point on the RV is closer to the street than any point on the front elevation of the house. RVs must be operable (ready for immediate use), maintain current registration, be of generally accepted good appearance and free of corrosion, chipping paint, and excessive oxidation. RVs for which there is a complaint reported, or are of excessive age, or are of poor appearance will require a review by the ARC. The ARC may rule that the RV does not meet the above conditions or issue provisions that would allow the storage of the RV to be approved. Parking of any RV in the street is prohibited.

3.20 Window Coverings

Each home is required to have window coverings. Only curtains, drapes, shades, shutters or blinds may be installed as window covers. ~~and will show only white or beige tones from the outside.~~ Items not meant for covering windows such as foil, paint, sheets, newspaper, etc. are prohibited.

3.21 Installation and Maintenance of Landscaping

The homeowner or homebuilder shall submit plans to the Architectural Review Committee, and receive approval for landscape. The homeowner or homebuilder shall plant the front and rear yards and landscape the front yard of all lots, including a sprinkling system, within 90 days of the closing of the purchase of the lot, unless seasonal conditions preclude such planting, in which case the planting will be performed as soon as possible, but in no case later than June 1 of the first summer of ownership. If the home owner fails to maintain the ~~front~~ yard ~~according to the landscaping guidelines~~, then the HOA will have the right to have a professional landscaping firm maintain the ~~front~~ yard at the appropriate level and the homeowner will be billed for such maintenance. ~~All landscaping must fully comply with those standards found in The Cedars Design Standards Book.~~

Landscaping Standards and Compliance Policy

All members of the Association are required to maintain the landscaping on their lot in an acceptable fashion that is at a minimum, in keeping with the original intent of the neighborhood. Original landscape packages consisted of three (3) trees, two in the front yard and one in the back yard. Property maintenance shows courtesy and respect to neighbors and the surrounding community.

It is the policy of The Cedars Homeowners Association that members shall maintain the yard & landscaping on his or her property in the community to the following standards. Each individual yard should be designed to blend into the community as a whole. Homeowners who purchase a home in this community where the landscape is not up to standard are responsible for making necessary corrections immediately after taking possession of their new property. Homeowners renting their homes are responsible for the upkeep of their property since their renters have no legal relationship with the HOA. Damage created by renters is the responsibility of homeowners.

This applies to all landscaped areas – including backyards.

- Maintain lawns and planting beds in good health so as to present a neat and well-cared-for appearance year-round. All visible areas of each lot must be covered with turf, beds with plantings and mulch or attractive groundcover.
- Mow lawn areas as needed - a properly cared for lawn will require mowing weekly during the growing season.
- Edge around sidewalks, curbs and driveways.
- Remove lawn clippings after mowing from all surrounding paved surfaces which includes the streets and storm drains.

- Maintain a neat and clean lawn or bedding edge along sidewalks and other paved areas, as well as around planting beds within yards as needed during the growing season.
- Fertilize as needed and irrigate (following local watering restrictions) as needed; lawns should be green and dense throughout the growing season unless **severe** drought restrictions are in use.
- Yards must be free of weeds visible from the streets.
- Keep planting beds free of weeds, unwanted growth, dead plant material and debris.
- The area between or outside of fences or at fence lines and retaining walls on all lots must be maintained free of weeds and unwanted growth.
- Prune trees and bushes **as needed** to maintain a neat, well-cared-for appearance.
- Do not allow trees and shrubs to obstruct the sidewalk or road.
- Do not allow trees or shrubbery to block the visible sight lines of street intersections or driveways.
- Trees should be trimmed to provide full access to sidewalks for our pedestrians, and should not unreasonably encroach on private properties, while remaining natural and shapely.
- Keep sidewalks and driveways clear of fallen leaves and other debris.
- Do not dump grass cuttings, leaves, limbs, branches or other debris in open spaces or other Association property, the street and the storm drains.
- Sprinkler monitoring and maintenance.

3.22 Yard Decorations

~~No more than one (1) yard ornament shall be permitted to be placed on each individual Lot.~~ No artificial vegetation shall be permitted on the exterior of any portion of the properties. The Board of Trustees or Architectural Review Committee must approve exterior sculptures, fountains, flags and similar items.

3.23 Grievance Procedure Definitions and Purpose

Arbitration - To have an impartial third party settle an issue between parties engaged in a dispute or controversy.

Grievance - That which oppresses, injures or causes grief or a sense of wrong; a cause of annoyance.

Negotiation - To meet and discuss with another in order to reach an agreement.

Who may initiate the grievance procedure?

Any Owner or Board Member who believes their comfort, safety, or property is damaged by the action or inaction of another Member or Manager of the Association; or instances in which disagreement arises between any of the above-mentioned parties. All decisions of the Board after receiving the written complaint shall be recorded in the minutes.

Step 1: (Informal)

Report the problem to a Member of the board or Architectural Review Committee by phone, in person, in writing or by email. This should be done within fifteen (15) days of the alleged grievance. Often there is some kind of misunderstanding that is easily resolved. A Board Member or Management personnel will respond and/or report back by within a reasonable time. If the Complainant feels the issue is yet unresolved he/she shall proceed to Step 2.

Step 2: (Formal)

The Complainant will address the Board of Directors by email, letter or fax (preference in that order). The writing should include the date the problem occurred, the date the letter was written, Complainant's name, and a complete description of the problem and any other pertinent information the Board may need, the letter should be sent within fifteen (15) days of the first informal contact. The letter will be reviewed at the next regularly scheduled Board Meeting in which the Complainant will be invited to attend. The Board of Directors and the Complainant will attempt to resolve the grievance. The Complainant may request a written response from the Board of Directors. If the Complainant feels the issue is yet unresolved at the Board Meeting or by receipt of the requested written response of the Board, he/she shall proceed to Step 3.

Step 3: (Arbitration/Negotiation)

The Complainant formally requests additional meetings for negotiation/arbitration. This request should be in written form and submitted to the President of the Board of Directors. The Board will arrange the meeting within a reasonable amount of time. Representatives from all interested parties will be invited. The purpose of this meeting will be to resolve the grievance to the satisfaction of all concerned. This meeting will be reported at the next regularly scheduled Board Meeting and recorded in the minutes.

Section IV - Violations and Fine Policy**4.1 Witness to Violation**

Unless Owners that witness them notify the Board of rules infractions the rules cannot be enforced. While the Board does not serve as a police department or referee between disputing Owners, each resident's cooperation and participation is encouraged.

4.2 Violation Witness Statement

Violation notices are issued by persons authorized by the Board to do so, to the party allegedly committing the violation or allowing his/her family members, tenants, guests, invitees or pets to commit violation(s). The following procedure is to be followed in reporting a rules violation.

a. Violation Witness Statement is received from an Owner witnessing the violation, or notice by persons authorized by the Board to perform routine property inspections. To report a violation, complete the Violation Witness Statement that can be found on the community website, contacting the management company, or send a letter in writing to a Board Member or the Architectural Review Committee.

b. The letter of complaint must include 1) the name, address and phone number of the complaining witness, 2) the Owner's name and/or address where the alleged violating

person resides, and 3) the specific details or description of the violation including date, time, and location where it was alleged to have occurred.

c. A Board Member or the Architectural committee issues a violation notice based on his/her observations. A violation letter is sent to the property in violation as outlined below.

4.3 Written Warnings (1st)

Written Warnings for the first offense of a particular rule will be sent by U.S. postal service certified mail or by email (which also is a valid source of contact in a court of law) to the Owner of record within ten (10) business days of the alleged violation. The warning will include specifics of the alleged violation as well as steps that must be taken to rectify the situation and/or the consequences for subsequent violation of that rule. Request for a hearing to protest the written warning must be made within ten (10) business days after receipt of the Written Warning.

4.4 Notice of Violation (N.O.V.)

If subsequent violation complaints are received in regard to the same rule within one (1) year of a previous complaint or if the steps outlined in the written warning to rectify the situation have not been taken, a Notice of Violation will be sent by U.S. postal service certified mail, or by email (which also is a valid source of contact in a court of law) to the Owner of record within ten (10) business days of the alleged violation or lack of compliance. The notice will include the specifics of the alleged violation along with the amount of fine to be imposed by default unless a hearing is requested within ten (10) business days after receipt of the Notice of Violation.

4.5 Hearings

Provided the N.O.V. recipient has properly requested a hearing, that person will be notified informing him/her of a time and place where the Board of Directors or its duly authorized committee will conduct a hearing to review the complaint. At that time, the N.O.V. recipient will have the opportunity to defend him or herself and express their reasoning behind their actions.

All hearings will proceed with or without the presence of the accused Owner. The person signing the Witness Statement Alleging Violation must be present or the complaint will be dismissed and cannot be brought again for the same violation at the same time and place. The decision of the Board or its duly authorized committee shall be rendered in writing within five (5) days after the hearing and such decision shall be binding upon all parties.

4.6 Penalties/Fines/Fees

a. Violations of the Legal Documents

- 1st offense – Written Warning
- 2nd offense - \$50 Fine
- 3rd offense - \$100 Fine
- Beyond the 3rd Offense no additional notices will be given and a fee of \$15 per day (up to \$500 per month) will be assessed until issue is resolved.
- Processing Fee of \$5 per violation or late letter sent
- Any fines assessed by the Board will be due and payable within thirty (30) days after the mailing of the notice to the Owner.

- All Fines and Fees assessed to an Owner are subject to interest and late fee charges per the Association's Collection Policy.

b. Architectural Guideline Violations

- Failure to submit a required modification request - \$100 per occurrence or modification.
- Failure to submit a required modification request within two weeks after being fined per step one - \$100 per month until the modification is submitted and approved.
- Installations that are not in compliance with the Architectural Guidelines will result in a fine of \$100 per month until it is in compliance with an approved submitted.

c. Violations of section 3.1 paragraphs e. and f. shall receive

- 1st offense - \$100 fine
- All subsequent offenses - \$200 fine

d. 3.18 Vehicle Parking

- 1st offense – Notice left on vehicle, license plate will be recorded.
- 2nd offense - Notice and \$50 Fine, if vehicle is untraceable to an owner or tenant within the HOA and found on the streets it will result in immediate booting regardless of the parking hours.
- 3rd offense - \$100 Fine, vehicle will be booted and owner is responsible for applicable fees which may include summons fees and booting. Booting and summons fees are not included in violation fees.

e. Costs - In the event of any violation of the legal documents, the Board of Directors reserves the right to pursue any and all legal remedies to compel enforcement, legal and equitable. Any and all costs and attorneys' fees shall be assessed back to the account of the offending Owner.

Section V – Transfer of Ownership

5.1 Seller Responsibility

a) The Seller/Owner must supply the Buyer/New Owner with copies of the Declaration, Design Standards, By-laws and Rules & Regulations of the Association so that they are aware of the provisions contained therein. Copies of these documents can be printed from the community website.

b) The Selling Owner must supply the Board of directors with the name(s) and address of the New Owner, as well as a forwarding address and telephone number for themselves. A Notification of Sale form can be found on the community website or at the end of this document.

5.2 Estoppels/Notification of Sale Form

Upon request of any mortgagee or Owner and upon payment in full of all assessments and other charges permitted by the Declaration that are due to the Association, the Association shall execute and deliver to such mortgagee or Owner an estoppel certificate. Such certificate shall be in recordable form and shall note the payment of the outstanding assessments and charges and that the Association is estopped from the enforcement of its lien with respect to assessment and charges becoming due and payable prior to the date of the certificate. The Association may charge a reasonable fee for the preparation of such certificate.

Section VI – Petitioning For Rules & Regulation Change

6.1 Document Change Request

The Board of Directors has adopted these Rules & Regulations in the belief that they reflect the requirements of the Declaration and the will of the majority of Residents. Requests for changes can be made ~~through your community website~~ by formally sending a request for review to the Board and/or Managing Agent. The Board on at least an annual basis will consider all requests for changes in good faith. Please remember that most of the requirements in the Rules & Regulations are simply restatements or clarifications of provisions in the Declaration and therefore may not be changed without amending the governing documents. Amendment of the Declaration requires an affirmative vote by Owners representing 51% of the total Lots in the Association.