

Rules and Regulations (Living Draft)

2017-18

Trails @ Navajo

9/2/2017

**Rules and Regulations
Trails @ Navajo
Home Owners Association
Living Document Draft**

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TRAILS @ NAVAJO HOME OWNERS ASSOCIATION (HOA)

RULES AND REGULATIONS (Living Draft)

I. Overview

These Rules and Regulations for The Trails @ Navajo Home Owners Association ("**TAN HOA**") have been adopted by the Board of Directors for the Association ("**Board**") pursuant to Article ___, Section ___ of the Restated and Amended Declaration of Covenants, Conditions and Restrictions of Trails @ Navajo ("**Declaration**") and Article ___ of the Amended and Restated Bylaws of the Trails @ Navajo Association, Inc. ("**Bylaws**"). These Rules and Regulations supersede and replace any and all previous rules and regulations for the Association.

The Association shall have authority to promulgate and enforce such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Association in carrying out any of its functions or to insure that the Property is maintained and used in a manner consistent with the interests of the Owners.

The purposes of these Rules and Regulations are as follows:

- 1) To provide guidelines and rules for the use of the Association's Common Areas;
- 2) To specify particular violations of the Association's Declaration.
- 3) To provide notice to all owners of certain fines that may be levied by the Association for particular violations.

II. Contact Information

Owners are responsible for their residents, tenants and guests, therefore, please make certain that all residents, tenants, and guests are familiar with these rules. If you have any questions regarding any part of these Rules and Regulations, please contact the management company.

Brian Head Police: (435) 677-2043

TAN HOA Management: Jeffrey S. Fenske

(661) 747-8676

PO Box 190244

Brian Head, UT 84719

III. Common Areas

A. General Information

- a. Members of the Association enjoy access to Common Areas (within the Association)
- b. Biking, Hiking, Skiing, Snowboarding language inserted here

B. Recreational Vehicles information inserted here

C. Fallen Trees/Dead Branches proactive removal inserted here

IV. General Rules

A. Parking

1. Parking Restrictions: No vehicles may be parked at any location which impairs or tends to impair vehicular or pedestrian access within the Association or Owner's property. Specifically, parking is prohibited in the following locations:
 - a. **Common Area Streets.** Parking is prohibited on Common Area streets overnight that interferes with snow removal efforts.
 - b. **Recreational Vehicles.** Insert Language
2. Recreational Vehicles: In general, the use of recreational vehicles and ATV's, or other recreational motorized vehicles on the Association's Common Property is prohibited, except for ingress and egress as provided below. Any person who uses recreational vehicles in violation of these rules does so AT THEIR OWN RISK.

B. Leases and Rentals

1. Short-term Leases: Add Language adopted/approved by TAN HOA
2. Incorporation of HOA Governing Documents: Add Language adopted/ approved by TAN HOA

C. Restrictions on Use of Property

3. Hazardous Activities: No activities or improvements may be undertaken on the Association property which might be unsafe or hazardous to person or property or which would result in an increase in the cost of any insurance covering the Common Areas.
 - a. **Firearms.** Discharge of firearms within the Association property is strictly prohibited. Firearms include archery equipment.
 - b. **Open Fires.** Open fires are prohibited within the Association property except in contained barbecue or fire pit units while attended and in use for cooking purposes. Nothing in this section is intended to prohibit fires maintained within properly designed interior fireplaces.
 - c. **Fireworks.** Fireworks or other pyrotechnics may not be used within the Association property.

4. Nuisances and Offensive Activities: No noise or other nuisance is permitted that is offensive or detrimental to other parts of the Association property.
 - a. No sound shall be emitted from any Lot or other places within the Subdivision which is unreasonably loud or annoying including but without limitation, speakers, horns, whistles, bells or other sound devices, except security and fire alarm devices used exclusively to protect any of the Property or Buildings.
 - b. In addition, no odors shall be emitted from any Lot or Property which are noxious or offensive to others.

D. Appearance of Lots and Living Units

5. General Guidelines: Owners should maintain Lots and Living Units in clean and orderly condition and in such condition as does not detract from the appearance of the Property and does not adversely affect the value, appearance, or use of any other Lot, Living Unit, or the Common Areas.
6. Trash, Bulk Materials, and Unsightly Articles:
 - a. **Debris**. No rubbish, trash, debris, or waste of any kind may be allowed to accumulate on any Lot.
 - b. **Garbage Containers**. Refuse, garbage, and trash shall be kept in a covered, noiseless container which container shall be kept within an enclosed structure or screened from view.
 - c. **Bulk Materials**. Metals, bulk materials, scrap, refuse, and trash too large to fit in appropriate garbage containers must be kept within Owner's lot perimeter in a reasonable manner.
 - d. **Storage on Lots**. No unsightly articles which are visible from other Lots or Common Areas may be stored on any Lot.
 - e. **Dumping**. No dumping on lots is allowed. Owners are responsible for their contractors. If any owner or contractor is caught dumping any items onto a Lot, the Owner will be held responsible for clearing the Lot, repairing any damage caused, and may also be fined. If a contractor wishes to use a Lot for storing items during construction, written permission must be obtained from the Lot Owner. All Lots must be kept clean and orderly in any case.
7. Weeds and Flammable Materials: Lot Owners must control the growth and proliferation of noxious weeds and other flammable material on their Lots to minimize fire hazards.

E. Signage

8. In General: No signs are permitted without the prior approval of the Association's Architectural Review Committee ("ARC"), except for one "For Sale" signs less than 2 feet by 1½ feet. Also, residential identification signs of not more than 2 square feet are permitted.
9. Construction Signage: Each home under construction is allowed one sign, no larger than 4 feet by 4 feet (4x4), displaying the lot and builder information. This sign may not advertise the home as being for sale. A lot that is not under construction may only have a "For Sale" sign that complies with the sign standards noted above. Signs advertising builders or vendors are not allowed once the home is complete.

F. Construction and Improvements

10. Architectural Review Committee Approval: No Living Unit, structure, building, fence or other improvement to a Lot or other part of the Project may be commenced without prior approval from the ARC. In addition, no grading or removal of natural vegetation shall occur on a Lot or other part of the Project without prior approval by the ARC.
11. Security Deposit: Prior to commencing any construction or improvements a security deposit of \$50.00 must be submitted to the ARC. Failure to submit this deposit prior to commencement of construction will be in violation of Rules and Regulations and subject to review.
12. Site Plans: Prior to commencing any construction or improvements site layout plans, architectural plans, landscaping plans and other plans required by the Design Guidelines must be submitted to the ARC for approval. In addition, any changes or alterations to the original building plans must be submitted to the ARC and approved prior to implementation.
13. Completion Deadlines: All construction performed on Living Units must be completed within: insert language approved by TAN HOA
14. Removal of Native Materials: Trees, plants, rocks and other materials native to the Property may not be removed from any Lot except as deemed necessary by the ARC for construction of a Living Unit or other approved structure or landscaping pursuant to the Design Guidelines. In addition to any fines levied for violation of this provision, owners may be held responsible for the reasonable costs of replacement for native materials removed.
15. Temporary and Second-hand Structures: Temporary structures, trailers, basement houses, mobile homes, modular homes, prefabricated housing, tents, or shacks are not permitted on the Property. No second-hand structures may be moved onto any Lot. Only new, permanent on-site construction is permitted.

16. Wood or Coal Burning Stoves: No wood or coal burning stoves are permitted, only natural gas. Notwithstanding this limitation, wood, coal or natural gas fireplaces are permitted.

III. Fines

A. General Information

The Board has the responsibility to enforce the provisions of the Declaration in order to preserve and enhance the appearance, appeal, and overall value of the Association property. One enforcement tool provided in the Declaration is the ability of the Association to levy fines for violations of the Declaration, Bylaws, Design Guidelines, and Rules and Regulations.

B. Schedule of Fines

All fines set forth in these Rules and Regulations shall be levied in accordance with the Association's Declaration, requiring notice of the violation and 72 hours to remedy the violation. Therefore, it should be presumed that the proper notice and remedial time will be provided before any fines are levied as specified below. Owners shall be responsible for the improper actions or damages caused by themselves, their residents, tenants, guests, etc.

1. General Schedule of Fines: Fines will be assessed as follows for any violation or non-compliance with the Association's CC & R's, Bylaws and/or Rules and Regulations.

Warning and at least 72 Hours to correct the violation

First Violation: **Warning**

Second Violation: **\$**

Third Violation: **\$\$**

Continuing Violations: **Legal Action**

2. Variance Requests: If an owner wishes to obtain a variance to any item, a written request must be submitted to the management company for review by the Board of Directors. The request should state the reason for the variance and, if applicable, the timeframe for the variance.

