



SILVER CREEK
VILLAGE

RULES & REGULATIONS

Adopted: August 23,2022

1. INTRODUCTION

- A. Unless expressly defined herein, capitalized terms shall have the meaning set forth in the Master Declaration of Covenants, Conditions, and Restrictions for Silver Creek Village in Park City, Utah (the "Master Declaration").
- B. The rules herein (the "Rules") are adopted by the Management Committee for the Silver Creek Village Master Association pursuant to the rights and authority granted to the Management Committee in the Master Declaration.
- C. All further restrictions, rights, and covenants contained in the Governing Documents are incorporated as part of these Rules and are subject to the enforcement policies set forth in these Rules.
- D. Notwithstanding anything herein to the contrary, these Rules shall not apply to the Declarant.

2. PURPOSE OF RULES

- A. The purpose of these Rules is to enhance and protect the value of the individual Units by preserving and maintaining an overall desirable environment for the Silver Creek Village community and the Master Association members.

3. PERSONS TO WHOM THESE RULES APPLY

- A. These Rules apply to all Owners, Occupants, Lenders, purchasers at foreclosure sales, and any other Person who may enter the Project at any time.
- B. Every Person to whom these Rules apply is personally responsible for any violation of these Rules. The Owner of any Unit is jointly and severally responsible for any violation of these Rules with any Person occupying that Owner's Unit and any guests of, or persons associated with, any Person occupying that Owner's Unit. 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 Unit. For any violations of these Rules relating to a particular Unit or its Owners or Occupants, or any Persons associated with the Owner or the guest of Occupant of that Unit, the Management Committee may seek to enforce these Rules against:
 - 1. Any Non-Owner, Occupant, tenant, guest, invitee, or other Person violating the Rules or Governing Documents;
 - 2. The Owner of the Unit only; or
 - 3. The Owner and any Persons violating the Rules.

4. ENFORCEMENT OF RULES AND TERMS OF GOVERNING DOCUMENTS

- A. The Management Committee may enforce any violation of the Master Declaration, the Plat, the Bylaws, the Articles of Incorporation, or these Rules or other Rules through any reasonable and lawful action, any action provided for in these Rules, and any enforcement mechanism provided for in any of the other Governing Documents.

- B. 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.
- C. The Management Committee 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, or safety of an Owner or harmful to the Master Association, and to take any reasonable and appropriate action in response to anything adversely affecting the value of the Units or adversely affecting the use or operation of the Units or the Common Area and Facilities.
- D. Any violation or continuing violation of these Rules or the other Governing Documents may result in any one or more of the following enforcement actions as deemed appropriate and reasonable by the Management Committee, or as otherwise required or allowed by the Governing Documents or the Act:
 - 1. Give a warning;
 - 2. Issue a fine (pursuant to the schedule and requirements below);
 - 3. Record a lien;
 - 4. Institute legal action for damages, injunction, and other relief;
 - 5. Enter onto any Lot to make repairs and to do other work necessary for the proper maintenance and operation of the Project;
 - 6. Tow or immobilize an improperly parked vehicle;
 - 7. Take any other appropriate action, including, but not limited to, any action provided for in the Governing Documents or these Rules.
- E. 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 Management Committee.
- F. Owners in violation of these Rules and/or any other provisions in the Governing Documents will be assessed and must pay all reasonable legal fees, collection costs, lien fees, management fees, processing fees, and all other costs incurred by the Master Association related to enforcement.
- G. 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.

FINES

- A. The Management Committee is hereby authorized to issue fines for a violation of the Governing Documents.

- B. If any Owner, his or her family, or any licensee, invitee, tenant, or lessee violates the provisions hereof, or any provision of any of the Design Guidelines or other rules of the Association, the Board after providing the Owner with notice of the violation and an opportunity for a hearing as required by law, may levy a fine upon the Owner, may suspend the violator's right to use the Common Area and may charge such Owner all costs incurred by the Association in connection with enforcement or other action taken by the Association, including attorney's fees and costs incurred. Such violation shall also be grounds for the Association, in its discretion, to suspend the said rights of the Owner and its family members, guests, and invitees.
1. The fine for violations shall be as follows:
 - a. Courtesy Notice - This notice will be sent to advise the resident of the violation, explain the circumstance, and request cooperation in seeking a remedy within 48 hours.
 - b. First Violation, Warning - The Master Association shall give a written warning to the Owner, by hand-delivery, first-class U.S. 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, and/or if the violation is not cured within 48 hours after the day of the warning.
 - c. Second Violation - In the event of a second violation of the same type, after a warning in any one-year time period, or in the event of a continuing uncorrected violation after the initial 48-hour warning period, a fine of twenty-five dollars (\$25.00) may be imposed on the Owner. No warning is required before the imposition of a fine for a second violation of the same kind within a one-year period, or for a continuing fine not cured more than 48 hours from the initial warning. In the event of a second parking violation within a one-year period, the vehicle may be booted or towed in addition to any other remedy.
 - d. Third Violation - In the event of a third violation of the same type within a one-year period, or ten days after the imposition of an initial fine for a continuing violation, a fine of one hundred dollars (\$100.00) per day may be imposed on the Owner. No warning is required before the imposition of any fine for a third violation of the same kind within a one-year period or for a continuing violation that remains uncorrected ten (10) days after the assessment of the initial fine.
 - e. Fourth and Subsequent Violations - In the event of a fourth violation of the same kind within a one-year period after imposition of the previous fine, or for any continuing violation which continues at least ten days after the imposition of a previous fine, a fine of five hundred dollars (\$500.00) may be imposed on the Owner.
- C. All fines described herein are Assessments as described in the Master Declaration, and, therefore, shall accrue interest and late fees at the same rate and in the same manner as an unpaid Assessment.
- D. An Owner who is assessed a fine may request an informal hearing to protest or dispute the fine within 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.
- E. 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 Management Committee.

- F. All requests for hearing shall be in writing and shall be mailed, hand-delivered, or emailed to the Management Committee or Manager.
- G. The hearing must occur within thirty (30) days after the Owner delivers a written request for hearing and the Owner shall have notice of the hearing at least fourteen (14) days before the date of the hearing.

The hearing shall be governed by the following rules:

- a. The Owner must appear at the time and place designated by the Management Committee for the hearing. The appearance may be telephonic or via video conferencing, if available. All individuals who are attending on behalf of the Owner may also attend telephonically or via video conferencing, if available.
- b. 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 Management Committee's consideration. The Owner may invite other Owners or Persons to present evidence or information related to the alleged occurrence of the violation.
- c. The Management Committee may establish and announce at or before the hearing any other reasonable requirements or restrictions to facilitate efficiency and/or fairness of the hearing.
- d. Within ten (10) days of the hearing, the Management Committee shall issue and mail or email to the Owner a written decision regarding the dispute.
- e. The Management Committee'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.
- f. The Management Committee 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.
- g. A fine assessed pursuant to this Section, which remains unpaid after the Management Committee's decision, or after the time for requesting a hearing has expired without a hearing being requested, may be collected as an unpaid Assessment by any means authorized in the Governing Documents.

5. REPORTING A VIOLATION

- A. Owners and Occupants may report violations of the Governing Documents to the Management Committee or Manager, so that the safety, security, Community-Wide standards, and community environment are protected.
- B. Although not required, the following information is requested from Owners and Occupants reporting a suspected violation, either in writing or by telephone:

1. The name and address of the individual reporting the violation;
2. The name and/or address of the Owner, Occupant, or other Person alleged to have committed the violation (or any other reasonable method of identifying the offend or the Unit at issue);
3. A reasonably detailed description of what the individual observed or heard, or other explanation supporting the individual's knowledge of a violation;
4. The date, time, and location that the individual observed or otherwise perceived the violation; and
5. The provision of the Governing Documents the individual believed was violated.
6. The Management Committee shall have absolute discretion in determining whether the information provided related to a suspected violation results in any enforcement action.

6. MONTHLY ASSESSMENT PAYMENTS

- A. Assessments shall be paid in monthly installments. All Assessments are due on the first (1st) day of the month for the month in which they are due. Payments received after the tenth (10th) day of the month in which the Assessment is due are late.
- B. All fines, late fees, legal fees, collection costs, interest, and any charges other than regular Assessments are due on the first (1st) day of the month following the month in which they are assessed. These same amounts are late if they are received after the tenth (10th) day of the month in which they are due.
 1. A late charge of thirty-five dollars (\$15.00) shall be assessed if payment, in full, is not received by the Master Association by the tenth (10th) day of each month.
 2. Interest at the rate of eighteen percent (18%) per annum will also be assessed to any owner for any balance past due.
 3. If a check is returned or an auto-debit or credit card is declined due to insufficient funds, there will be an NSF fee added to the account.
 4. If any Owner fails to pay any Assessment when due, the Association may (and each Owner hereby authorizes the Association to) enforce the payment thereof and the Assessment Lien by taking any and all action available at law or in equity, including:
 - a. Bringing an action against the Owner to recover judgment against the Owner who is Personally liable for the Assessments; and,
 - b. Foreclosing the Assessment Lien against the appropriate Lot, Unit, or Parcel in accordance with then prevailing Utah law. Though not required, the Association may record notice of its lien, and all costs of preparation of such notice, recording and releasing same, including attorney's fees and costs, shall be paid by the delinquent Owner, with all expense thereof being a part of the lien of the Assessment. Declarant hereby conveys and warrants pursuant to Utah Code Annotated Sections 57-1-20 and 57-8a-302 to First American Title Company, with power of sale, the Lots, Units, and Parcels and all Improvements to the Lots, Units, and Parcels for the purpose of securing

payment of Assessments under the terms of this Declaration.

5. Accounts past due for sixty (60) days are subject to collection charges and fees. Additionally, the Association, its Managing Agent or Attorney may provide Notices of Intent to Lien, which will be sent via certified mail.
6. If any assessment remains unpaid by an Owner for ninety (90) days from the due date for its payment, the Board or its agent shall turn over Collections to the Association's Attorney ("Attorney"), and a lien will be placed.
7. Once an Owner has been turned over to Attorney for Collections, the Owner shall work Directly with Attorney to resolve the Collection and shall not contact the Board or its agent.
8. Any and all Attorney's fees and costs incurred to collect past due assessments shall be paid by the Owner. In addition, any handling charges, administrative fees, postage, or other expenses incurred by the Association in connection with the collection of any delinquent Assessment shall be paid by the Owner.

7. NOISE, NUISANCES, AND OFFENSIVE ACTIVITIES

- A. No one shall create, maintain, or allow to continue a nuisance in, on, or about the Project. A nuisance includes, but is not limited to:
 1. Any use which is offensive by reason of odor, fumes, dust, smoke, noise, glare, heat, sound, vibration, radiation, or pollution, or which constitutes a clear public nuisance, or which is hazardous by reason of risk of fire or explosion, or which is otherwise materially injurious to The perceived value of any Lot, Unit, or Parcel;
- B. Maintaining any plants, animals, instruments, equipment, machinery, fixtures, devices, items, or things of any sort whose activities or existence is in any way illegal, noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Project by other Owners, Occupants, guests, and invitees;
- C. Excessive noise within the Project (beyond that which is typical for a residence or residential community), particularly after 10:00 p.m. and before 7:00 a.m.:
 1. Maintaining or creating any excessive noise from any device, including, but not limited to, stereos, televisions, or other electronic devices;
- D. No rubbish or debris of any kind shall be permitted to accumulate upon or adjacent to any Lot, Unit, or Parcel so as to create a nuisance or render any such property or activity thereon unsanitary, unsightly, or offensive. Each Lot, Unit, and Parcel shall be landscaped and maintained in a manner that will minimize the possibility of dust being transmitted into the air and over adjacent properties.

8. PETS

- A. No animal, livestock, poultry, or fowl of any kind other than a reasonable number of generally recognized house pets, shall be maintained on or in any Lot, Unit, or Parcel, and then only if they are kept or raised thereon solely as domestic pets and not for commercial purposes. No

house pets shall be permitted to make an unreasonable amount of noise or create a nuisance. No structure for the care, housing, or confinement of any permitted pet shall be Visible From Neighboring Property. The Board shall have the right by Rule or otherwise to determine what shall constitute a generally recognized house pet, and what a reasonable number of such pets shall, in any instance, constitute.

- B. Notwithstanding the foregoing, no permitted pets may be kept on or in any Lot, Unit, or Parcel which results in an annoyance to other Owners or Occupants in the vicinity. All permitted pets shall be leashed when not on a Lot or in a Unit owned by the pet's owner or on which the pet's owner is a Tenant, guest or invitee. The Board has the right, after notice and the opportunity for a hearing, to require the removal of any pet that the Board, in its sole discretion, has determined is a nuisance. Persons walking pets shall carry a "pooper scooper" (a handheld shovel or other instrument designed for removing animal excrement from the ground) with them at all times and shall remove the pet's excrement from the Covered Property.

9. DAMAGE TO PROJECT

- A. The Master Association may assess individual Owners for any damage or costs that they, their family members, their guests, and/or their animals cause in or on the Project in violation of the Rules, regardless of whether the damage or costs is a covered loss under any Master Association insurance policy. The Master Association may warn and fine any Owner for any violation of the Governing Documents, regardless of whether such violation causes a loss, which for insurance purposes, is a covered or non-covered loss.
- B. Nothing in this rule shall prohibit an Owner from asserting his/her/their right to make a claim directly or through subrogation for a loss against the Person or Persons at fault for the loss.
- C. Owners shall ensure that they do not cause damage to the Project, other Units, or the Common Area. For attached dwellings, this obligation includes, but is not limited to, maintaining adequate heat inside of the Unit to ensure that water pipes do not freeze and burst, and ensuring that the individual heating equipment, hot water heating unit, plumbing, and electrical fixtures of the Unit are properly maintained, and do not cause damage to other Units or the Common Area.
- D. Owners must notify the Master Association or the Manager in the event of property damage as soon as practicable, but in no event greater than forty-eight (48) hours, after the Owners learn of the damages.

10. GENERAL RULES FOR THE EXTERIOR OF UNITS

- A. No signs of whatever nature may be erected or placed within the Covered Property, except such signs as are permitted by the Design Guidelines, and further except for those signs approved by the Board or by Declarant. The Declarant may approve signs without any other consent or approval and may approve signs the Developer Owners. Except as stated, no sign shall be placed on any Lot, Unit, or Parcel other than:
 - 1. signs required by legal proceedings;
 - 2. a maximum of 2 identification signs for Dwelling Units, each with a maximum face area of 72 square inches or less;

3. The Management Committee hereby authorizes Owners and Occupants to display political signs related to a local, municipal, state, or federal election. Political signs are permitted for a period of sixty (60) days before and two (2) days after any election. One sign per candidate or ballot measure of no more than 20x24 inches in size is permitted for each Unit.
 4. The Management Committee hereby authorizes Owners to display one "for sale," or "for rent" sign in a window of a Unit. Owners of Lots five thousand (5,000) square feet or larger are allowed to display one (1) "for sale" sign in the yard. A realtor may display an "open house" sign when the realtor is present on the property and is conducting an open house. No signage may be placed in the common area.
 5. The Management Committee hereby authorizes Owners to display a religious or holiday sign, symbol, or decoration in the window of the Owner's unit. 30 days before and after the holiday.
- B. No Improvements, alterations, repairs, excavation, grading, landscaping, or other work shall be done that in any way alters the exterior appearance of any property or improvements thereon without the express written approval of the Design Review Committee beforehand.
 - C. No garbage or trash shall be allowed, stored, or placed on a Lot or Parcel or in a Unit except in sanitary, covered containers. In no event shall such containers be visible From Neighboring Property, except for a reasonable time immediately prior to and after collection. All trash and garbage shall be regularly removed from each Lot, Unit, and Parcel and shall not be allowed to accumulate thereon.
 - D. All colors of materials on the building exteriors and all exterior wall surfaces of any building shall be in accordance with plans and designs approved in accordance with Article 4.
 - E. No visible window covering or reflective covering may be placed, or permitted to remain, on or adjacent to the exterior of any window of any building, structure or other improvement without the prior written approval of the Reviewing Authority.
 - F. No outside clotheslines or other facilities for drying or airing clothes shall be placed on any Lot, Unit, or Parcel without the prior written consent of the Reviewing Authority unless they are not visible from Neighboring Property.
 - G. Vehicle maintenance shall not be conducted in the Project except inside enclosed garages or on a concrete pad behind a fence screening the maintenance from view from the Common Area and Facilities and other Units. No repairs of detached machinery, equipment, fixtures, recreational vehicles, campers, trailers, boats, fifth-wheel campers, RVs, or similar vehicles are permitted within the Project unless such repair can be completed entirely in an enclosed garage.
 - H. During the Declarant Control Period, solar panels may only be installed in accordance with this paragraph. No solar panels may be installed without the prior, written approval of the Management Committee. Solar panels shall be placed and arranged such that reflected solar radiation or glare shall not be directed onto other Units. Solar panels shall be placed and arranged to minimize their visibility from the road.
 - I. No trailer, tent, shack, garage, barn, or temporary structure of any kind shall be used as a

residence, whether temporary or permanent, except that during the construction process, a temporary building or structure may be erected, installed, or maintained on a Lot or Parcel with the prior written approval of the Reviewing Authority, including the approval of the structure's location and appearance. Such temporary structures shall be removed immediately after completion of such construction.

- J. All irrigation in landscape beds is to be drip irrigation. The use of spray irrigation is to be limited to those approved turf areas within a lot or parcel or the temporary irrigation of revegetated native areas.

11. PARKING AND ROADWAYS

This Section intends to require that Motor Vehicles owned or leased by an Owner, Tenant, or Resident of the Lot be parked only in the garage, carport, driveway, or approved driveway expansion areas.

- A. **Alleyways:** Parking in private alleyways is strictly prohibited per county code.
- B. **Bump-Outs:** Parking in the bump-outs along the city/county roads is intended for residential use on a first-come-first-serve basis. Vehicles shall not be parked in a single location for more than 72 consecutive hours. During the winter months (November 15 – April 15) bump-out parking is not permitted in designated snow storage areas and is subject to immediate towing.
- C. **City/County Roads:** Parking on the City/County roads is permitted on streets unless stated otherwise with appropriate signage. It is unlawful to park a vehicle for more than 72 consecutive hours in a single location. Parking on the City/County roads is not permitted between November 15 and April 15 (of the following year). Vehicles or other obstacles which hamper snow removal operations will be towed or removed by the county at the owners' expense.
- D. **Commercial Parking Spaces:** These spaces are designated for visitors. Parking is prohibited between the hours of 2:00 am – 6:00 am.
- E. No vehicle may be parked or driven on, or over, any entryways, sidewalks, curbs, lawns, or landscaped areas. No vehicle may be parked in front of any trash dumpster, in any fire lane, or any area marked "no parking" or "tow away," or the like. No vehicle may be parked in such a way as to impede access of emergency equipment, and garbage trucks, or to impede access to any Unit or the Common Area and Facilities.
- F. Owners, Occupants, and their guests and invitees must obey the posted speed limits within the Project.
- G. No mobile home, travel trailer, tent trailer, trailer, camper shell, boat trailer, or other similar equipment may be parked, kept, or stored on any Lot so as to be visible from a Neighboring Property, in no event may any such equipment or vehicle be placed in any front yard, driveway, or driveway-apron area, RVs not stored in the Units garage are not permitted to be parked within the Project, except for actual loading or unloading.
- H. No mobile home, travel trailer, tent trailer, trailer, camper shell, boat trailer, or other similar equipment or vehicle may be parked, kept, or stored on the streets or bump-outs within the Project.

- I. All vehicles of any kind parked at the Project must be operable and properly licensed. No disabled or inoperable vehicle may be stored within the Project. If a vehicle becomes disabled with the Project, temporary permission for the storage of the vehicle may be granted by the Management Committee.
- J. No vehicle shall be parked within the Community if the exterior of the vehicle contains or exhibits any signage relating to a commercial enterprise or commercial activity that is visible from the exterior of such vehicle (and the vehicle is not kept in an approved enclosed garage), except such signage that is limited to the exterior driver or passenger door of such vehicle shall be permitted if the vehicle is used by the Owner as regular transportation in commuting to work.
- K. No vehicle shall be permitted to park on a Lot if such vehicle is used for a commercial enterprise or activity and such vehicle has ladders, work beds, lights, and/or other commercial items attached to or hanging from such vehicle so as to be visible from the exterior of such vehicle (and the vehicle is not kept in an approved enclosed garage).
- L. Notice of any alleged parking violations, fines, or warnings issued related to any parking violations may be posted on the vehicle. If appropriate, the violation notice shall contain a deadline for remedying the violation. Vehicles parked in violation of the Master Declaration or these Rules 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/their driveway, parking area, or in and out of the Project, or in any manner that the Management Committee, in its sole discretion, determines to be unsafe. The Management Committee 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 under these rules.

12. GARBAGE DISPOSAL

- A. Refuse, garbage, and trash shall be disposed of in sealed plastic bags placed in designated garbage receptacles. No refuse, garbage, or trash, whether or not in a plastic bag, may be stored on a porch, patio, deck, balcony, landing or otherwise on a Lot, or on Common Area and Facilities.
- B. No construction materials or hazardous waste may be discarded or placed in any Master Association dumpster (if any). This includes, but is not limited to, construction materials, computers, televisions, appliances, tires, paint, solvents, batteries, and motor vehicle oil.
- C. Trash cans and recycling containers must be stored in the garage, behind a fence, or in other screened area, except during the period beginning 6:00 pm the day before regularly scheduled trash or recycling collection and ending 8:00 pm the day of regularly scheduled trash or recycling collection.

13. PROHIBITED AREAS AND USES

- A. Without the permission of the Management Committee, no one is permitted in, or on, any common or shared fence or other common or shared structure not reasonably expected to be

subjected to such use.

- B. No ATV, off-road motorcycle, snowmobile, or other motorized vehicles are permitted on any trails within the Project at any time.

14. SAFETY

- A. Except as incidental to the storage of camping equipment, vehicles, and other normal maintenance equipment and items, no one shall use or permit to be brought into, any Unit, or Units, any flammable oils or fluids such as gasoline, kerosene, naphtha, benzene, other explosives, or other such articles that are abnormally hazardous.
- B. No one shall permit anything to be done or kept on the Project which will result in the cancellation of insurance, or which would violate any public law, ordinance, or regulation.
- C. Consistent with the Master Declaration, no open fires are permitted in the Project, provided, however, this provision shall not apply to barbeques or fire pits approved as part of a Lot landscaping plan.
- D. Neither the Association, the members of the Board, the officers of the Association, the management company of the Association, nor Declarant nor any Developer Owner, shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Owner or Occupant of any Lot or Unit or any Tenant, guest or invitee of any Owner or Occupant or for any property of any such Persons. Each Owner and Occupant of a Lot or Unit and each Tenant, guest, and invitee of any Owner or Occupant shall assume all risks associated with the use and enjoyment of the Covered Property, including all Common Area.
- E. Each Owner shall, at such Owner's sole cost and expense, keep such Owner's Lot, Unit, or Parcel, including buildings, Improvements, grounds, private drives, and easement areas in a well-maintained, clean, neat, and attractive condition at all times and shall comply in all respects with all governmental health, fire and safety statutes, ordinances, regulations, and requirements.
- F. Snow maintenance for all sidewalks fronting a lot or parcel is the responsibility of that lot or parcel owner.

15. OBLIGATION TO OBTAIN APPROVAL FOR IMPROVEMENTS

- A. No Improvements, alterations, repairs, excavation, grading, landscaping, or other work shall be done which in any way alters the exterior appearance of any property or improvements thereon from their natural or improved state without the prior written approval of the Reviewing Authority.
- B. No building, fence, exterior wall, pool, roadway, driveway, or other structure, improvement, or grading shall at any time be commenced, erected, maintained, altered, changed, or made on any Lot, Unit, or Parcel, Without the prior written approval by the Reviewing Authority.
- C. No exterior trees, bushes, shrubs, plants, or other landscaping shall be planted or placed upon the Covered Property except in compliance with plans and specifications therefor which have been submitted to and approved by the Reviewing Authority in accordance with the Design Guidelines, and except for replacements of plants previously approved and which remain acceptable in accordance with the current Design Guidelines.

- D. Side yard and rear yard fencing may not start until 4 feet behind the front facade of the home. Fences and screen walls located behind the front facade of the structure shall not exceed six (6) feet above the highest adjacent finished grade.
- E. The Owner shall keep his/her/their Lot reasonably free of weeds.
- F. Design elements shall be consistent with the single-family dwelling on the Lot with respect to architectural style, color, and materials and must otherwise comport with the Community-Wide Standards, as determined by the Architectural Review Committee, in its sole discretion.
- G. Turf is limited to 20% of an entire residential lot and must meet the Summit County Code for landscape standards.
- H. No permanent flagpole or flag shall be installed on any Lot without the prior written approval of the DRC unless otherwise permitted by law. Due to the residential scale and character of the neighborhoods, flagpoles are generally discouraged within residential lots; with building-mounted flags preferred.
- I. All swimming pools, pools, spas, hot tubs, and similar water elements are only allowed within enclosed rear or side yards.
- J. No material changes or deviations in or from the plans and specifications for any work to be done on the Covered Property, once approved by the Reviewing Authority, shall be permitted without approval of the change or deviation by the Reviewing Authority.
- K. In no event shall the Reviewing Authority be bound by any oral statements, no single member thereof having the right to bind the committee.

16. LEASING

- A. The entire (but not less than all) of a Dwelling Unit may be leased to a Single Family tenant from time to time by the Owner, subject to the provisions of this Declaration, any applicable Tract Declaration and the Association Rules. Each Owner shall provide to the Association a copy of any written lease agreement for any Lot or Unit upon request of Association, and Tenants shall be required in each form of lease to abide by all provisions of this Declaration. Should a Tenant fail to so abide, the Association shall have the right to cause the Owner to declare a default under the lease and to take appropriate action, including eviction of the Tenant. Notwithstanding the foregoing or anything to the contrary contained in this Declaration, nightly or weekly leasing or rentals shall be prohibited in all Affordable Housing Units.