

AUBURN FIELDS HOMEOWNER'S ASSOCIATION

RULES AND REGULATIONS

This set of Rules and Regulations are established in accordance with the provisions of the Conditions, Covenants and Restrictions for **Auburn Fields**. They have been written in accordance with ARTICLE III, Section 13 "*Status and General Authority of Board*". They have been established as a basis for a successful community and an enjoyable lifestyle. At Auburn Fields the residents share a common interest in the Buildings, Open Spaces, and Playground areas and because of this common, shared interest, community rules and regulations are not only worthwhile, they are a necessity.

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

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

HOMEOWNERS RESPONSIBILITIES:

1. **LIABILITY for DAMAGE:** Harm to, vandalism, or trash in any common area, pedestrian walkway, vacant lot, or neighbor's property resulting from the negligence or carelessness of a resident, family member, friend, pet or animal; or any business contracted by a homeowner shall be the sole responsibility of the homeowner. Refer to CC&R's page 24, paragraph 9.12. Residents are encouraged to report any damage that is observed to be caused by others to the Association Manager Alex Gaytan, Desert Edge Property Management at (801)265-9004 or Email: alex@desertedgepm.com
2. **PARKING:**
 - a. Street Parking is **prohibited** throughout the subdivision. For special circumstances please contact the Management three (3) business days prior. Violators will be **TOWED with no warning***.
 - b. Improperly parked vehicles, including those parked in the spot designated for Mail Pickup Only, will be subject to immediate **TOW without warning***, this includes, but is not limited to parking on any grass area, parking improperly in the open parking spots, etc. Cars parked in driveways shall be parked in such a manner as to not impede sidewalks or extend beyond driveways.
 - c. Long-term parking is not allowed in the common parking area. All guest parking is 72 hrs max. First violation is a warning, second is a fine and third will be subject to **TOW***.
 - d. Everyone must use their driveways first instead of parking in guest parking, if you have a opening in your driveway you must park there first. First violation is a warning, second is a fine and there after it will be towed.
3. **INOPERATIVE/ABANDONED VEHICLE:** Any vehicle with an expired license plate, malfunction of an essential part required for the legal operation of the vehicle or which is partially or totally disassembled by the removal of tires, wheels, engine, or other

essential parts required for legal operation of the vehicle cannot be left in common parking area. In cases where a violation is committed, a notice will be placed on the vehicle, and the owner will have twenty-four (24) hours to remove the vehicle from common property. In case of not compliance, the vehicle will be towed*.

4. **SPEED LIMIT:** The speed limit within our community is **10 miles per hour**. Please drive slowly as children are always present. Violators of this rule **will be fined \$25.00 per instance**. Fine doubles for chronic abusers of this rule.
5. **PETS:** Dogs or Cats, as permitted by the CC&R's Section 7, shall be maintained in a clean, healthful and sanitary environment, so as not to become a nuisance to one's neighbors including excessive noise (E.g. barking). ***All dogs shall be corralled, tethered, on a leash and under the continual control of the owner, while in any common area of the community. Each owner is required to pick up or clean up after their animals and properly dispose of all wastes, should their animals relieve themselves anywhere within the community.*** Homeowners not adhering to this requirement will be fined \$200.00 per violation. Animal owners are fully responsible for any property damage or personal injury to others caused by their animals. **Minimum fine \$200.00 for any pet violation, first warning will be given before any fines.**
6. All dogs on Auburn Fields Community need to be DNA tested with poo prints.
7. **TRASH:** All unit trash bins must be stored out of site, nonvisible from the street. Trash bins will be placed on the street not more than 24 Hours from usual pick up time and must be returned to their storage area by end of day on pick up days.
 - a. **RECYCLE BIN:** The community Recycle Bin is located at the intersection of Auburn Fields Way and Autumn Branch Way and can be used by all residents of the Auburn Fields community for the specific disposal of:
 - Corrugated paper (Clean cardboard boxes not used for food. No Pizza boxes, etc.)
 - Cleaned and recyclable plastics (Bottles and containers. No Shopping bags, trash bags, foam, etc.) Please dump your plastic garbage bags of recyclables.
 - Paper and paper packing
 - **DO NOT PUT GLASS, FOAMS, AND OTHER NON-RECYCLABLE ITEMS INTO BIN.**
 - Everyone should not be dumping none recycled items in and around the recycling bin. We will start issuing fines for violations (2 cameras watching this area 24/7)
7. **SOLICITATION:** Solicitors are not permitted in Auburn Fields unless authorized by the Board of Directors. If any unit owner is contacted by solicitation, please inform the person that solicitation is not allowed in the community and they should leave immediately. This, in most cases, be enough but should they continue, please notify the management company with name and possible the contact number of the company for additional follow up.
8. **NEW RESIDENT:** New Owners, Lessees and/or Tenants shall contact the management company within ten (10) days of moving in so the proper accounting procedure and

owner/address changes can be made. Leasing please refer to rental rule and regulations document. Association Manager.

Homeowners are responsible to let there renters know the rules and regulations per the CC&R for Auburn Fields community.

Alex Gaytan, Desert Edge Property Management at (801)265-9004 or by email at: alex@desertedgepm.com

9. **NOISE:** You are living in a multi-resident building structure. Quiet enjoyment of all residents will be assertively enforced. All music, Television, radio, etc., needs to be kept to a reasonable level as to not disturb your neighbors during the day and at a substantially reduced level from 10:00 PM until 8:00 AM.
10. **SATELLITE DISHES:** May be installed on your home. They must not be conspicuously visible from the street front, meaning they must be installed on the back side of the roof of the building as close to the center over your unit as possible. Management will demand owners to remove dishes visible from the front of their home.
11. **HOLIDAY DECORATION:** All decorations, including but not limited to outdoor lights, may be hung, or installed no more than thirty (30) days prior and need to be removed within thirty (30) days after the holiday. However, if weather conditions do not permit the safe removal of holiday decorations before the deadline specified above, removal may be deferred until weather permits. Residents who do not comply with the foregoing requirements will receive a non-compliance notice.
12. **DAMAGES:**
 - a. No Owner or resident shall cause damage to or harm to another Unit or the Common Area and Facilities.
 - b. Each owner and/or resident shall be strictly liable for any damage he or she causes to another Unit or the Common Area and Facilities.
 - c. Each Owner or resident shall save, indemnify, and hold the Association harmless against all loss resulting from any such damage.
 - d. The Association may charge an Owner and resident for all expenses resulting from the act or omission of such Owner or resident ("Personal Charges"). The act or negligence of any guest, visitor or invitee shall be considered the act or negligence of the Owner who permits such person to use and occupy any Unit or the Common Area and Facilities. Personal Charges shall include, without limitation, any expense resulting from the act or omission of any Owner or resident, guest, visitor or invitee.
13. **COMMON AREA USE:** This applies to Common Areas throughout the community.
 - a. All owners and residents have a right to use the common area for day to day use that does not impede on the rights of other owners and residents and is in accordance with the rest of this rule and the governing documents of the community.
 - b. Special Event Reserved Use: This includes any use for a specific event or for any group numbering 10 or more people. Common Areas can be reserved for parties and other events by coordinating with the HOA management company at least one week prior to the event.

- c. Yard Sales: For safety purposes yard sales are only allowed in the common area at the entrance of the community. The number of yard sales will be limited to two per calendar year. Any resident may organize and reserve the common area for the yard sale. All owners/residents must be allowed to participate. The date and location must be coordinated with the HOA management company at least one week prior to the event.
- d. Board Approval: The use of any temporary structure, device or equipment in the common area requires the approval of the HOA Board. The Board will follow the counsel of legal and insurance providers as needed.

14. OWNER SECURITY CAMERA POLICY

- a. See Appendix A – Owner Security Camera Policy approved and adopted January 2021.

1. VIOLATION PROCEDURES:

- a. No anonymous complaints can be responded to. If an owner has a problem with a rule violation of his neighbor, **he/she should first try to resolve the issue personally**. If the issue persists the violation should be brought to the attention of the management committee or filed with the Association Manager, **Alex Gaytan Beutler of Desert Edge Property Management (801)265-9004 or by Email at alex@desertedgepm.com**
- b. Notices of violation should include the following date:
 - i. The nature of the violation
 - ii. The location of the violation
 - iii. The offending party, if known, or their address
 - iv. The date the violation was observed
- c. The Association Manager cannot respond to verbal notices of any rule violation, unless it is apparent that an emergency is occurring and an immediate response is mandated due to threatening circumstances (i.e., a water line break, etc.).
- d. Unless otherwise stated in this document any infraction, or violation of any of these rules and regulations, or the CC & R's will result in the following:

2. FINE SCHEDULE:

- a. Each violation is hereby made specifically subject to and punishable by the specific fines provided for in this section and are also subject to a \$10.00 administrative fee. Unless otherwise specifically noted, the fines and penalties are in the specific amounts as follows:

- i. **First Violation:** The Association shall give a **written warning** to the owner that shall inform the owner that a fine will be imposed if a second similar violation occurs or if a continuing violation is not cured within 48 hours.
- ii. **Second Violation:** Upon the second violation of the same type, after a warning, in any one-year time period, or a continuing uncorrected violation after the initial 48-hour warning period, a fine of **\$25.00** shall be imposed on the owner.
 - 1. **Third Violation:** Upon the third violation of the same type, after a warning, in any one-year time period, or an uncorrected violation continuing at least ten days after the assessment of the second violation fine, a fine of **\$50.00** shall be imposed on the owner.
- iii. **Fourth Violation:** Upon the fourth violation, of the same type, after a warning, in any one-year time period, or an uncorrected violation continuing at least ten days after the assessment of the third violation fine, a fine of **\$100.00** shall be imposed on the owner.
- iv. **Fifth Violation:** Upon the fifth violation and each additional violation of the same type, or each continuing violation of at least ten days after the assessment of the fourth and each subsequently assessed fine, a fine of **\$200.00** shall be imposed on the owner.

b. Cumulative fines for a continuing violation will not exceed \$500 per month.

3. APPEAL PROCESS:

- a. An owner who is assessed a fine may request an informal hearing to protest or dispute the fine within thirty (30) days from the date the fine is assessed. The hearing shall be conducted in accordance with the standards below:
- b. 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 Board.
- c. All requests for hearing shall be in writing and shall be mailed or delivered to the Managing Agent.
- d. The hearing must occur within thirty (30) days after the owner delivers a written request for hearing to the Managing Agent.
- e. Any hearing as a result of such a request shall be governed by the following rules:
- f. The owner must appear at the time and place designated by the Board for the hearing.
- g. At the hearing, the owner contesting the fine shall be entitled to fifteen (15)

minutes to present evidence to challenge the alleged occurrence of the violation of the rule or such other evidence and information as the owner believes is pertinent or appropriate to the consideration of the Board.

- h. The Board may establish and announce at the hearing any other reasonable rules regarding the hearing.
 - i. Within ten (10) days of the hearing, the Board shall issue and mail to the owner a written decision regarding the dispute.
 - j. The Board's response shall be final.
 - k. The Board may rely on any reasonable information and evidence in determining whether a violation has occurred, both initially and after a hearing.
4. Fines not paid by the monthly assessment due date following their issuance shall accrue interest and late fees the same as any other late assessment amount, and may be collected at the owner's expense

(* - At Owners Expense)

Revision History

Description of Changes	Version Number	Date of changes
Adoption of Version 6.0 of Rules and Regulations	6.0	April 2020
House Keeping – Change of Property Mgr. contact	6.1	Sept 2020
Adoption of Owner Security Camera Policy	7.0	Jan 2021

APPENDIX A

Owner Security Camera Policy

(See Separate Document Adopted Jan 2021)