

FOREST GLEN PLAT B&C
ASSOCIATION RULES
APPROVED BY THE BOARD OF DIRECTORS
8 October, 2019

FOREST GLEN PLATS “B & C”

Association Rules

The Forest Glen Plats “B & C” Homeowners Association (the “Association”) was incorporated May 16, 1979 and was reincorporated on October 25, 2004. The Association’s Declaration of Covenants Conditions and Restrictions “Declarations” and Bylaws were amended and restated and filed with the Salt Lake County Recorder on February 19, 2019. Pursuant to section 6.4(3) of the CC&Rs and section 8.1 of the Bylaws, the Board is responsible for adopting such rules as it may deem necessary for the maintenance, operation, management and control of the Association. The Association rules hereby adopted by the Board of Directors (the “Rules”) apply to all owners of property within the association (the “Owners”), their tenants and guests (collectively “Occupants”).

Ownership of property in the Association provides members with a unique opportunity to experience the natural beauty and peace afforded by the Wasatch Mountains. It also presents unique challenges because of the terrain and climate. The Rules are intended to promote each Owner’s ability to safely and peacefully enjoy the benefits of living in the Association and to treat all Owners fairly and equitably.

I. Management

1.1 Management of Association. The Association is managed by a Board of Directors comprised of Owners as provided in the Bylaws.

1.2 Enforcement of Rules. Should the Association be required to take any action against any Owner or Occupant to enforce the Declaration, the By-laws, Rules, or to pursue any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise, the owner or occupant will be responsible for all costs and expenses, including reasonable attorney's fees.

II. Owners’ Responsibilities

2.1. Information on Ownership/Residency. Owners are responsible for providing current contact information for the Owner, including best mailing address, telephone number and email address for the primary contact for Owner, and the same information for any long-term

Occupant of the Owner's cabin. Each Owner shall make these Rules available to all of Owner's Occupants.

2.2 Assessments, Fines.

2.2.1 Each Owner is responsible for any assessments and fees associated with their Cabin/Lot, including fines levied on an Owner's Occupant.

2.2.2 Owners shall be responsible for the conduct of and the violations of any Occupant, including a renter, tenant, invitee, guest, family member, or contractor who violates any portion of the Declaration, Bylaws, or these Rules, including but not limited to, paying all fines or costs imposed by the Association as a result of the Occupant's actions or behavior. All Owners and Occupants are jointly and severally liable for violations and resulting fines or costs.

2.2.3 Any unpaid assessment or fine delinquent for more than ninety (90) days shall be subject to a lien against the delinquent Owner's Lot.

2.2.4 The current fine schedule is attached hereto as Exhibit A. Such Schedule may be updated from time to time at the discretion of the Board of Directors.

2.3 Security. Owners and their Occupants are required to ensure the entrance/exit to the Association is locked after use. Currently the Association uses an automated gate. In the event the automated gate is not functioning properly, Owners and their Occupants shall take necessary steps to ensure the gate is locked after use. Owners shall be responsible for any damage, theft or other loss of property resulting from Owner's failure to secure the gate. Periodic change of locks, keys and/or other security devices may be made, at the discretion of the Board, to discourage unauthorized duplication of keys or other security devices issued to Owners and others needing and having access to the roadways.

2.4 Exterior Maintenance.

2.4.1 Owners shall maintain their Lot and cabin in a clean and tidy state of appearance and preservation, which shall be determined at the sole discretion of the Board of Directors.

2.4.2 No signs or stickers shall be erected or maintained upon any Lot, except for: (1) one (1) "For Sale" or "For Rent" sign no larger than 12 square feet; (2) signs required by legal proceedings; (3) temporary signs (less than 48 hours) (like "Welcome Home" or "Party Here"); and (4) home alarm signs, except home alarm signs can only be affixed to a front railing or a front window.

2.4.3 Garbage shall not be stored outside on Owner Lots. Each Owner is responsible for removing all garbage from their Lots.

2.5 Parking.

2.5.1 Vehicles shall be parked only on Owner lots, or in adjacent owner built pull-outs.

2.5.2 Vehicle parking shall be in conformity with all parking laws and ordinances in effect.

2.5.3 Vehicles that are inoperable, unregistered, or in extreme disrepair, as reasonably determined by the Board, shall not be abandoned or remain parked in any location visible from anywhere within the Association. If an Owner or Occupant fails to remove an offending vehicle within five (5) calendar days following the date notice of the violation is mailed by the Association to the vehicle's owner, the Association may cause the vehicle to be towed or otherwise removed from the premises and may assess the expense of such removal to the respective Owner and other fines.

2.5.4 The Board may contract with a towing business to remove any vehicle in violation of these Rules. Such towing business shall be certified and licensed pursuant to all relevant state and local laws and regulations. The costs of towing and impoundment shall be the personal obligation of the vehicle owner or possessor of the vehicle. If the vehicle owner or possessor of the vehicle is an Occupant of an Owner, such costs shall also be the personal obligation of such Owner.

2.5.5 During Winter Conditions, the following additional parking rules shall apply:

2.5.5.1 Park only on your private property and park no closer to the Association road than two (2) feet from the outer edge of the roadside snowbank.

2.5.5.2 No parking of any kind of vehicle is allowed at the entrance to Skyline View Lane (cars, snow vehicles, etc.).

2.5.5.3 No parking of any type of vehicle is allowed on Association roads. Parking is not permitted for 30 feet adjacent to the first fire hydrant on the right side past the gate and around the corner on the left side above the hill. These two pull-outs will be plowed and are essential for allowing two-way traffic.

2.5.5.4 No parking of any type of vehicle is allowed in front of the fire hydrants (cars, snow vehicles, etc.).

2.6 Use of Association Roads.

2.6.1 Speed of travel upon the private roads of the Association shall be limited to 10 miles per hour year-round and, in case of extremely dry weather, to a speed which does not raise dust.

2.6.2 Travel by motorized vehicles upon the private roads of the Association shall be limited to entrance and to exit from the private properties owned and in no case shall use of the roads for recreational vehicles other than for ingress and egress. Walking is permitted and encouraged.

2.6.3 Association roads are multi-use, Owners and Occupants must SLOW down and watch for foot traffic.

2.6.4 The following rules shall apply to winter driving on Association Roads:

2.6.4.1 Foot traffic has the right of way. If someone is walking, skiing, or sledding on the road wait for them to clear, especially on the hills, before you drive up or down.

2.6.4.2 Look ahead as you approach hills.

2.6.4.3 Downhill traffic has the right of way.

2.6.4.4 Use daytime headlight so that you are visible to oncoming traffic.

2.6.4.5 From the beginning of winter driving conditions until the snow has melted and the roads are firmly packed and dry from the snow melt, no commercial vehicles, moving vans, or trailers are permitted on Association roads.

2.6.4.6 Only short term (i.e., 24 hours or less) snow cats/snowmobile parking at large turnout above the hill on Skyline View Lane on the downhill side.

2.6.4.7 No salt or snowmelt to be used on Association roads. A sand container may be provided on the Nelson/Wheeler hill.

2.6.4.8 Winter drivers must be aware that the roads will be covered with compacted snow and ice. Members enter only at their own risk.

2.6.4.9 Aggressive winter snow tires or chains are required; all-wheel drive or four-wheel drive are strongly recommended; and some knowledge about driving on snow packed roads that at times will be icy and slippery is also necessary.

2.6.4.10 Owners and Occupants who get stuck on Association roads must remove their vehicle as soon as possible and are responsible for all costs associated with that removal.

2.6.4.11 Owners who park outside of the gate, do so at their own risk. It is important to remember that Guardsman Pass parking is not Forest Glen HOA common area. If an Owner or Occupant chooses to park there, they must follow State law. That includes parking entirely to the right of the white line. Do not block the entrance to Skyline View Lane. Noncompliance may result in fines and/or towing by the UPD.

2.6.4.12 If contractors or Owners disregard this policy their access to the gate will be disengaged until the roads are dry and firmly packed.

2.6.4.13 If Owners or their Occupants or contractors create deep ruts either from getting stuck or from other activity, the Owner is responsible for repairing the damage and may be subject to fines. If the Owner or Occupants are responsible for repeated incidents of damage, their access to the gate will be disengaged until the roads are dry and firmly packed.

2.6.4.14 Tracked vehicles including snow machines and snow cats can damage the Association's roads and are prohibited from travel when the dirt surface is exposed.

2.6.4.15 Owners shall not leave any objects on Association roads (shovels, sleds, wood, etc.).

2.6.4.16 Owners who snow-blow or shovel their driveway shall not blow/shovel snow in to the road except to reblow/shovel snow back out of the road and on to the snow bank.

2.7 Pets. Owners are solely responsible (including financially for any nuisance, damages or injury) for the behavior of their pets and shall ensure that any pet does not interfere with and create any nuisance to the community or its residents.

2.7.1 Nuisance, as used in this section, includes, but is not limited to: personal injury or property damage, barking that is offensive to the Association that is not immediately stopped, an animal that exhibits aggressive or vicious behavior, or animals that are conspicuously unclean or parasite infested.

2.7.2 Owners of pets shall immediately pick-up and properly dispose of any animal fecal waste.

2.7.3 Owners shall indemnify the Board, the Association, and the Association's officers and hold them harmless against any loss or liability of any kind arising from a pet.

2.7.4 The Board may, but is not obligated to, remove any pet from the community that continues to violate any of these rules and regulations.

2.8 Noise. All residents have the right to the quiet use and enjoyment of their residences. Noise shall be kept to a bare minimum between the hours of 10:00p.m. and 8:00a.m. If noise in the Association can be heard from outside of that Lot, it is too loud. Owners shall not run noisy equipment for extended periods of time, other than that necessary for approved construction projects and routine maintenance of Association roads.

2.9. Lighting. Exterior lights shall be turned off after 10:00 pm. Provided, however, that this rule shall not prohibit the use of motion detection lighting used for security purposes.

2.10 Water. Water is restricted in use for culinary purposes only and cannot be used for outside lawns and gardens. The use of natural terrain and native plants is encouraged.

2.11 Frozen Water Service. If an Owner's water services freezes, such Owner's water service is subject to shut off by the Association after the following spring thaw, until the Owner takes affirmative steps to prevent future freezing of the water service.

2.12 Renters. Rentals for periods of less than thirty (30) days ("Short-Term Rentals") are governed by Salt Lake County ordinances, which, as of the time of the adoption of these Rules, prohibit Short-Term Rentals.

2.13 Fires. Burning of combustible materials shall be restricted to prepared fire pits, barbeque pits, or similar areas where adequate fire control can be maintained. The use of such facilities should also be governed by fire danger ratings published and/or broadcast by the Forest Service and other appropriate government agencies. Owners having large propane tanks must have them periodically inspected as to their safe condition. Protection of property, natural foliage and animal/bird life must always be of concern.

2.14 Firearms. The discharge of weapons of any kind is prohibited.

2.15 Fire Hydrants. Fire hydrants must be kept clear of snow. The Appendix A neighborhood map shows the location of the Association fire hydrants and the primary and secondary addresses responsible for keeping them clear of snow.

2.16 Drones. Use of recreational drones is prohibited.

III. Construction

3.1 Single Family Residence. All lots in the Association are zoned residential single family dwellings and their use will be governed accordingly.

3.2. Building Committee Approval. No building shall be erected, placed, assembled, remodeled or renovated upon any lot in the Association until detailed building plans have been submitted to the Association's Building Committee and approved by them in writing. Conformity to and harmony with existing structures in the subdivision, together with respect for topography and ecology, shall govern the external design and location. An owner of more than one lot, where the lots lie adjacent to each other, may elect to build a single dwelling upon the lots. No building activity shall begin before a road deposit is received by the Corporation. This includes "percolation tests", delivery of building materials and any other activity which may damage the road. The amount of a road deposit is to be established by the Board.

3.3 Continuous Progress on Construction. When an owner undertakes construction of any dwelling, the exterior must proceed to essential completion without undue interruption. The entire building process must proceed to essential completion as rapidly as is practical in reasonable time.

3.4. Set Back. Family dwelling shall have a set-back from the center of established roads of at least twenty-five feet (25') and shall be no less than ten feet (10') away from side property lines. Where two or more adjacent lots are to receive a single dwelling, they will be regarded as one building lot to the above provisions.

IV. Reinvestment Fee

In accordance with Utah Law and section 5.19 of the CC&Rs, upon the occurrence of any sale, transfer, or conveyance of any Lot as reflected in the office of the County recorder, regardless of whether it is pursuant to the sale of the Lot or not (as applicable, a "Transfer"), the party receiving title to the Lot (the "Transferee") shall pay to the Association a Reinvestment Fee in the amount of \$250.00. The Association shall not levy or collect a Reinvestment Fee for any Transfer exempted by Utah Code § 57-1-46. The Reinvestment Fee shall be due and payable by the Transferee to the Association at the time of the Transfer giving rise to the payment of such Reinvestment Fee and shall be treated as an Individual Assessment for collection purposes.

V. Rules Enforcement Process

5.1 Complaint. A resident may file a written complaint with the Board of Directors regarding a violation of the Declaration, Bylaws, or Rules and Regulations by another Owner or Occupant.

5.2 Investigation. After receiving a complaint, the Board of Directors may investigate the complaint and determine if it is valid. If a member of the Board of Directors witnesses a violation they may proceed to 5.3 below.

5.3 Violation and Notice. If the Board of Directors believes that a violation has occurred or is continuing to occur, the Board of Directors shall send notice of the violation to the

responsible Owner and the associated fine to be levied, if any. The Board of Directors shall have the discretion to waive fines and other penalties if the Owner does has not repeated the offensive conduct multiple times.

5.4 Fines. The Board of Directors may impose fines outlined in Exhibit A

5.5 Hearing. The responsible Owner has the right to request an informal hearing with the Board of Directors within thirty (30) days from the date the notice is provided to the Owner stating that a fine has been assessed by the Association. If requested, the Owner may present testimony or evidence regarding the violation at the next Board meeting.

5.6 Board Actions. In addition to levying fines, action by the Board may include, but need not be limited to:

5.6.1 Seeking injunctive or declaratory relief action against any alleged offending Owner, Occupant, or other occupant of the Owner's property; and/or

5.6.2 Taking immediate legal action, as the Board finds reasonably necessary, to stop conduct which it determines is in violation of the Declaration, Bylaws, and Rules or applicable state or federal law.

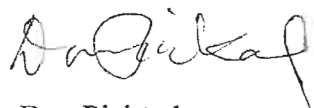
BE IT RESOLVED that:

1. The foregoing Rules are adopted by the Board of Directors.
2. A copy of these Rules will be sent to each Owner at the address shown in the records of the Association.
3. Each Owner and/or Occupant of a Lot shall be responsible for notifying any household member, renter, guest, or other visitor of the restrictions, limitations, and prohibitions contained above.

CERTIFICATE OF SECRETARY

The undersigned, being the duly appointed and authorized Secretary of Forest Glen Plat "B & C" Homeowners Association, a Utah nonprofit corporation, hereby certifies that the foregoing is a full, true and correct copy of the Association Rules of said corporation, together with all amendments as of the date of this Certificate of Secretary.

WITNESS the signature of the undersigned this 8 day of October, 2019.



Don Pickard

Exhibit A

(Fines for Violation of Association Rules)

1. Failure to maintain appearance of Lot, including failure to remove garbage from Lot: (\$50 Initial Fine, and a \$25 Fine every 10 days until corrected.
2. Sign or sticker violation: \$50 Initial Fine, and a \$25 Fine every 10 days until corrected.
3. Parking violations: \$50 fine plus towing fee, if applicable
4. Abandoned or inoperable vehicles on Lots or Association Roads. \$100 plus towing, if applicable.
5. Failure to have proper tires/chains during winter driving conditions: \$100.
6. Objects left in roadway or jumps or other obstacles in roads: \$50.
7. Getting stuck and trenching or otherwise softening the snow-covered road surface and leaving it unrepaired: \$50.
8. Blowing or shoveling snow on to the road: \$50
9. Vehicles illegally parked in pullouts or in front of hydrants: \$50
10. Pet violations: \$25 per occurrence.
11. Lighting violations: \$25 per occurrence.
12. Noise violations: \$25 per occurrence.
13. Construction violation, including failure to receive Board of Director Approval: \$200.
14. All other violations of the rules: \$25 per occurrence.

Appendix A

