

Arrival Homeowner's Association

GENERAL RULES

Effective as of March 1, 2024

This set of rules is established as a basis for a successful community and an enjoyable lifestyle. Community Association living is different than living in a “typical neighborhood” and allows the enforcement of certain items for the benefit and enjoyment of all residents. Here, Arrival, “Common Areas and Facilities” are shared by all residents and due to the sharing, community rules are not only worthwhile, they are a necessity.

These rules have been established under the authority of the Declarant Covenants, Conditions & Restrictions (CC&R’s), recorded with the Utah County Recorder’s Office, to assure the maximum use of the facilities for the benefit of the community as a whole.

These General Rules are in addition to the covenants, conditions, and restrictions contained in the Arrival CC&Rs. A copy of the Arrival CC&Rs is available on the Arrival website or upon request through the HOA Management Company.

1. GENERAL

- A. **EXCESSIVE NOISE:** This can be more disturbing to people than almost anything else. Therefore, residents are requested to please use “good judgment” when playing stereos and radios during the day (especially after 10:00pm and before 7:00am), especially in the common area. Also use “good judgment” in regards to pets, farm animals, children, running cars, and entertaining outside or in the common areas. (See CC&R's Section 8.4.9)
- B. **NUISANCE:** No Resident shall create, maintain or permit a nuisance in, on or about the Project. A “nuisance” includes behavior which annoys, disturbs or interferes with other Residents and interferes with their right to the quiet and peaceful enjoyment of their property. (See CC&R's Section 8.4)
- C. **SUPERVISION AND RESPONSIBILITIES:** There is no supervision in any Common Area or Facility. These shall be used at the sole risk and responsibility of the members and their guests, invitees and tenants. Because it would be unfair for all residents to pay for the damage of any Common Area or Facility made by someone else, each homeowner is personally responsible for any damage made by him/her or his/her family, tenants, guests, or pets. Do not drive on/over the curbs or on the trails. Motorized vehicles of any kind are prohibited on the trails. Please report any damage to the Management Company.
- D. **TEMPORARY OCCUPANCY AND TEMPORARY BUILDINGS:** No trailer, basement of any incomplete building, tent, shack, garage or barn and no temporary buildings or structures of any kind, shall be used at any time for a residence either temporarily or permanent.
- E. **LEASING RESTRICTIONS:**
 - a. **ACCESSORY APARTMENT:** One accessory apartment may be constructed in the Living Unit or an outbuilding. If a Living Unit has an accessory apartment, the Owner (or an immediate family member of the Owner) must occupy either the Living Unit or the accessory

apartment as their primary residence. In other words, an Owner may not lease both the Living Unit and the accessory apartment. Accessory apartments may only be constructed and leased if the Owner obtains all necessary licenses and permits from Eagle Mountain City or any other governmental authority. There must be adequate off-street parking for the Owner and tenants. Accessory apartment doors may not face the street of the same direction as the front door of the Living Unit. (See CC&R's Section 8.11)

- b. **LEASING:** Living Units and accessory apartments shall be leased in their entirety and shall be leased as a single-family residence. Any lease agreement between the Owner and the tenant(s) shall be subject in all respects to the provisions of the Governing Documents. Owners are responsible to inform tenants of all Rules and/or changes in the Rules. The Owner and tenant shall be jointly and severally liable for violations of the Governing Documents by the tenant, or the tenant's guests or invitees, including but not limited to, fines assessed. Any failure by the tenant to comply with the terms of the Governing Documents shall be a default under the lease. (See CC&Rs, Section 8.11A)
- c. **TIMESHARES:** Timeshares and time sharing of Living Units within the Project is prohibited. (See CC&R's Section 8.10)

F. **NEW RESIDENTS:** New Owners, Lessees and/or Tenants shall contact the management company within fourteen (14) days of moving in.

G. **PARKING:** The primary purpose of each garage appurtenant to each Living Unit is for the parking and storage of automobiles and other vehicles. All parking of vehicles should be limited to garages, driveways, apron, or other off-street parking. Parking on the lawn is prohibited. Nothing should be parked to block access to any Lot or to create an obstacle. Parking on public streets is subject to Eagle Mountain City ordinances, especially between November 1 and March 15 of the following year for snow removal. Trailers, whether hooked to a vehicle or not, may not be parked on the streets for more than twenty-four (24) hours. Vehicles parked in violation may be **impounded or towed** without further notice, and at the Owner's sole expense. (See CC&R's Section 8.9.5, 8.9.3)

H. **RECREATIONAL VEHICLES:** As used in this rule, the term "Recreational Vehicles" shall mean recreational, commercial, or oversized vehicles, boats, trailers, all-terrain vehicles, utility vehicles, and the like. No resident of a Lot shall park/store a Recreational Vehicle on a Lot for any individual who is not a resident of the Lot. Notwithstanding the foregoing and provided all other provisions of this Section are complied with, residents may allow their guests to park the guests' Recreational Vehicles on the resident's Lot during the time the guests are visiting the resident. Unless otherwise approved in advance by the Board, guests may only park Recreational Vehicles on a Lot for up to ten (10) days at a time and Recreational Vehicle parking on a Lot by guests is only permitted up to twenty-one (21) days total a year per Lot. Except during active loading or unloading not to exceed twenty-four (24) hours, Recreational Vehicles must be parked/stored in a closed garage or otherwise neat and tidy next to a Living Unit or outbuilding. No more than four (4) Recreational Vehicles may be parked/stored on any Lot, and only two (2) of one type (i.e. only two (2) boats, only two (2) campers), unless in a closed garage or unless approved by the Board or the Architectural Review Committee. In seeking such approval, the Owner shall submit the reason for the additional Recreational Vehicles and shall submit a parking plan that shows that the Recreational Vehicles will be parked/stored in a neat and tidy manner and will not be unsightly. For corner Lots, Recreational Vehicles may not be parked/stored street side. Recreational Vehicles shall not be parked/stored in a manner that is unsightly or a nuisance or that draws attention to the Recreational

Vehicles. Lots shall not be used as or resemble a parking lot for Recreational Vehicles. Recreational Vehicles parked/stored next to a Living Unit must be parked/stored rear of the plane created by the rearmost portion of the front elevation of the Living Unit. The Board shall have sole discretion to determine whether the parking/storing of Recreational Vehicles on a Lot violates this rule. (See CC&R's Section 8.9.2)

- I. **VEHICLE REPAIRS:** No resident shall repair or restore any vehicle of any kind on a Lot (outside of the garage), except for emergency repairs, and only to get it to a proper repair facility. (See CC&R's Section 8.9.4)
- J. **TRASH:** All garbage and trash should be placed in a covered container. Trash containers shall be screened from view or tucked next to the Living Unit behind the front plane of the Living Units. Trash receptacles used shall not be placed on the curb prior to 7:00 p.m. the day prior to the day of pick up and must be removed by 7:00 p.m. on the day of pick up.
- K. **SIGNS/ADVERTISING:** No signs shall be erected on the Common Area without the prior written consent of the Board. All sign placement must be in accordance with local City sign ordinances that are in effect. (See CC&R's Section 8.7)
- L. **AERIALS, ANTENNAS, AND SATELLITE DISHES:** Aerials, antennas and satellite dishes, greater than 1 meter in diameter, are prohibited. They are prohibited in the Common Area. Only one (1) is allowed unless given approval from the Board. None of these are allowed on the front roof or elevation of any unit. HAM radio antennas may be allowed, provided that the location and size are approved by the ARC. (See CC&R's Section 6.2.13)
- M. **ENERGY CONSERVATION EQUIPMENT:** Solar energy collector panels and attendant hardware or other energy conservation equipment (collectively "Energy Equipment") are permitted in the Project, subject to the restrictions contained in this Section. (See CC&Rs Section 8.18).
 - a. All Energy Equipment shall be installed in a manner that complies with all applicable, health, safety, and building requirements established by applicable law, regulation, building code, or ordinance.
 - b. If Energy Equipment is (1) to be mounted on a roof of a Living Unit or on a roof of an outbuilding; and (2) will not extend above the roof line; and (3) all panel frames, support brackets, visible piping, and wiring are similar in color and texture to the roof material, such Energy Equipment may be installed without receiving approval of the ARC. All other installations of Energy Equipment must receive prior written approval of the ARC.
 - c. Any and all costs incurred by the Association in reviewing any application to install Energy Equipment or in carrying out or enforcing the terms of this Section, including attorneys' fees, shall be levied as an Individual Assessment against the Owner.
 - d. The Owner of the Living Unit or Lot whereupon the Energy Equipment is installed shall maintain the same in a clean, attractive, and workmanlike manner.
 - e. Owners shall be responsible for, and shall indemnify and hold the Association harmless from, any damage or injury to person or property that is caused by the Energy Equipment.
- N. **HOLIDAY DECORATIONS:** Holiday decorations may only be displayed on Lots/Living Units between 30 days before and 30 days after the related holiday. (See CC&Rs Section 8.19).
- O. **FRONT PORCHES:** Front porches are required to be maintained in a clean and tidy fashion. Owners may only have outdoor furniture made of wood or metal on the front porch. Front porches

shall not be used for storage. Examples of items prohibited from being kept on front porches include, without limitation, bicycles, toys, barbecues, trash receptacles, ash trays, laundry, etc. (See CC&R's Section 8.15)

- P. **WINDOWS:** Aluminum foil, newspapers, cardboard and any other similar materials may not be used to cover the windows in any Home. No Stickers or non-holiday decoration are permitted either. (See CC&R's Section 8.6)
- Q. **CLOTHES DRYING FACILITIES:** Outside clotheslines or other outside facilities for drying or airing clothes are prohibited. (See CC&R's Section 8.14)
- R. **FIRE PITS:** No open fires are permitted on any Lot, except in a contained barbecue intended for cooking or within a safe and properly designed exterior commercially constructed fire pit. Any commercially constructed fire pit must have prior approval from the ARC before install. Homeowner must also have proper permitting through the United Fire Authority to operate the pit when in use. The permit must be provided when seeking permission from the ARC.
- S. **ANIMALS/PETS:** Domestic pets may be kept on a Lot, including up to three (3) dogs and up to three (3) cats. Dogs or cats in excess of this limit must first be approved by the Board in writing. Livestock may also be kept on a Lot in compliance with Eagle Mountain City ordinances. (See CC&R's 8.8)
- a. Pets must be kept within homes or fenced area on the Lot.
 - b. No pets are allowed to leave a Lot unless on a leash or in a cage. (See CC&R's Section 8.4.12)
 - c. Owners shall be responsible for the immediate pickup and disposal of any excrement deposited by their pets or animals (dogs, horses, etc.), especially in the Common Area. (See CC&R's Section 8.4.11)
 - d. Each Owner of pets and animals shall be financially responsible and liable for any damage caused by said Owner's pets and animals, including damage to the Common Area or areas owned by others but maintained by the Association.
 - e. Each Owner of pets and animals shall comply with all applicable city and county ordinances.
- T. **FENCES:** (See CC&R's Section 6.2.7)
- a. **Front Yard Fencing:** Front yard fencing is allowed by can only be an Open Rail or Split Rail fence. The front yard is defined as the area from the rearmost portion of the front plane of the home to the street.
 - b. **Pasture Fencing:** Pasture style fencing is allowed. Pasture fencing can start from the GREATER of the following two options: (1) 50 feet from the street or (2) From the rearmost portion of the front plane of the home.
 - c. **Privacy Fencing:** Privacy fencing is only allowed along the side and rear of Lots. For privacy fencing that is installed along the edge of asphalt or concrete paths, sidewalks, or walkways (collective referred to in this Section as "Trails"), the privacy fencing shall be installed at least 4 feet from the edge of the Trail and the Owner shall landscape that 4 feet along the edge of the Trail. As an alternative, the ARC may approve fencing along the edge of the Trail if a 1-foot concrete slab or similar (i.e. mow strip) is installed along the fence to prevent weeds and other vegetation from growing along the edge of the Trail.
 - d. Barbed wire fencing is prohibited.
 - e. Any electric fence near a Trail or the park must be installed on the opposite side of the nearest fence to the Trail or the park.
 - f. All fences must be approved by the ARC before they are installed.

U. MAINTENANCE:

a. Common Area (See CC&R's Section 5.1)

- The maintenance, replacement and repairs of the common areas are the responsibility of the HOA.
- Common area may include but is not limited to the following: park areas, private roads, open space, amenities, trails, entrance monuments, etc. (See CC&R's Section 5.1)
- Snow will be removed from trails, common area sidewalks (when established) and parking stalls, at the end of each storm, unless requested by the Board.
- The Board or Management shall have the right of entry upon any Lot or Limited Common Area to take care of an emergency or other necessary maintenance and repairs which the Homeowner has failed to perform and the cost of such repairs will be charged to the Homeowner.

b. Homeowner Responsibility (See CC&R's Section 5.2)

- Front Yard Landscaping (See CC&R's Section 6.2.2)
 - Front Yard irrigation and landscaping shall be installed within 9 months of occupancy.
 - Unimproved areas of Lot may be kept in a natural state, but must be free of thistles, briars, and other noxious weeds, otherwise must be seeded with native grasses to prevent dust. These areas should be cut periodically and should not exceed 12 inches in height.
 - All vegetation and landscaping around structures on a Lot shall be kept in a manner to prevent fire hazards.
 - All Lots must have at least 3 deciduous trees on street frontage and at least 6 deciduous trees on corner Lots (with 3 of the 6 trees on each street frontage) with a minimum 2 inch caliper planted between 6-15 feet behind the curb. (See CC&R's Exhibit "D" for approved tree list.)
 - Front yards and street frontage may be xeriscaped. Must contain required trees and a minimum of 30% of the area covered by low lying plants.
- Owners are responsible for the maintenance, repair or replacement of the Lots and living units.
- Owners shall keep their Homes in a state of good condition and repair.
- Each Owner shall be responsible for the snow removal on the driveways, sidewalks, entryways and steps, porches, terraces and decks located on their individual Lots.
- Owners are responsible for the maintenance, repair, and replacement of the driveways, walkways and fences.
- Owners are responsible for the maintenance, repair, replacement and winterization of the irrigation system serving the area around their Living Unit area.
- Owners shall maintain the complete yard area of their Lot.
- Owners are responsible at their own cost and expense to maintain and water all trees.
- No Owner shall make any material alteration to the physical appearance of the home including exterior design, look, architecture, color or scheme without advance written approval from the ARC.
- Owners shall keep Lots free from excessive dust and flies and shall not create a nuisance to other Lots, Common Area, or Owners.

c. Sprinkler Repair:

- Basic sprinkler repairs due to maintenance crew damage will be replaced at the cost of the landscaping company in the Common area.
- Other sprinkler repairs will be the cost of the association in the Common Areas.

2. ARCHITECTURAL AND LANDSCAPING REQUEST GUIDELINES:

- a. Any addition or modification to a Lot shall require the prior written approval of the **ARC**, whom are appointed by the Declarant, until Turnover Meeting. After Turnover Meeting the ARC will be appointed by the Board and do not need to be composed of Owners.
- b. All construction and improvements shall comply with Architectural Standards of Eagle Mountain City zoning code, Chapter 17.25.
- c. When repairing, restoring, replacing, remodeling or redecorating the exterior of a Living Unit the Owner shall use materials and colors that are similar to the original construction or are harmonious to surround Living Units.
- d. Plan must be created for approval (professional design recommended)
- e. Plans submitted without adequate and accurate measurements or a proper scale may be rejected
- f. Members can submit the plans on the Association's website or to the Association office.
- g. If, after review, the submitted plans satisfy the requirements, approval shall be granted. An approval letter will be sent to the Member within 7 days of submission.
- h. If the submitted plans do not meet requirements, a denial letter will be sent to the Member within 7 days of submission, revisions shall be made or a variance may be requested to the Board. When additional plans are requested during the review period, the plans will be denied until the additional information is received.
- i. Association representatives may inspect the work to verify installation according to plan.

3. COMPLAINTS:

In order to promote a harmonious community and provide a peaceful and quiet environment for all homeowner's and residents, we hope that any conflicts between neighbors will be handled in a neighborly fashion, between neighbors. When that is not possible, please contact the management company, or if necessary the Utah County Sheriff Department. When violations occur, please report them to the management company. When reporting a violation, be prepared to describe in detail the violation, date, time, your name and contact information. Violations reported to the management company will be kept confidential.

4. ASSOCIATION MEMBERSHIP, ASSESSMENTS AND COLLECTIONS:

- A. **MEMBERSHIP:** Each Lot Owner upon closing on that lot automatically becomes a member of a Utah Non-Profit Corporation known as the Arrival Homeowner's Association. Owners and Residents are bound by all governing documents, including but not limited to the General Rules, Bylaws, and Declaration. Membership in the Association is mandatory, is appurtenant to the Lot, and shall not be separated from the Lot.
- B. **ASSESSMENTS:** Assessments are collected from all members to cover the cost of obligations and responsibilities of the Association. Assessments may cover, but are not limited to, the following:
 - Initial Reserve Fund
 - Maintenance, repair and improvements of all Common Areas

- Administrative expenses
- Enforcement
- Insurance
- Legal expenses
- Reserve Funding

The due dates for Regular Assessments shall be the first day of the month. Each installment of an Assessment shall be delinquent if not paid within ten (10) days after the due date. (See CC&R's Section 7.10).

C. **COLLECTIONS:** Please refer to Collection Policy Resolution.

D. **ENFORCEMENT:** Please refer to the Enforcement Policy Resolution.

5. RULES AND REGULATION CHANGES:

These rules and regulation have been adopted by the Board of Directors for the protection of each homeowner, resident and guest. Any changes to the rules and regulations may be proposed to the Board. Each homeowner will be given written notification of any changes through the newsletter thirty (30) days prior to the change(s) going into effect.

The President of the Association hereby attests that these General Rules were duly adopted.

Scot Hazard

President

Arrival Homeowner's Association
01 / 29 / 2024

Date: _____