

**PINEBROOK HOMEOWNERS ASSOCIATION  
PINEBROOK RULES AND REGULATIONS  
PROPOSED AMENDMENTS<sup>1</sup>  
November 17, 2021**

**PREAMBLE**

Consistent with the purpose of “efficient preservation of the value, desirability, and attractiveness” of our community as declared by the original developer in the *Declaration of Covenants, Conditions and Restrictions for Pinebrook Subdivisions* (the “Declaration”), the Pinebrook Homeowners Association (the “Association”) through its Board of [Directors<sup>2</sup>] ~~Trustees~~ (the “Board”) has promulgated specific Rules and Regulations as permitted by the Utah Community Association Act and Article X, Section 26 of the Declaration. In all instances where an Association Member<sup>3</sup> believes that a neighbor or other Association Members [sometimes referred to as “Owners”] may not have acted in accord with the Declaration or these Rules [and Regulations (sometimes referred to as the “Rules”)], that Member is strongly encouraged to discuss the matter with the neighbor before asking the Board to take action. Experience has shown that the majority of complaints can be worked out by direct communication between those involved.

**3) PERMITTED USE OF DWELLINGS / RENTALS / BUSINESS USES:** No temporary structures or outbuildings may be used as a dwelling on a lot. Dwellings shall be used exclusively for single family residential living purposes and shall never be occupied or used for any commercial or business purpose. There are two (2) narrow exceptions to this restriction which are allowed only if the following conditions are met:

- a. Home or virtual offices: Owners may maintain home offices within their dwellings related to their employment or business ventures so long as these activities do not involve clients, employees, or customers routinely visiting an Owner’s dwelling.
- b. Rentals: Consistent with limitations of the Declaration, Summit County Ordinances[, Snyderville Basin Development Code] and prior Court rulings

---

<sup>1</sup> Proposed language to be added is underlined and [bracketed] and proposed language to be removed is ~~stricken~~.

<sup>2</sup> Any reference in the Rules to the “Board of Trustees,” including those not specifically identified in these proposed amendments, shall be amended to “Board of Directors” consistent with the Association’s Articles of Incorporation and Bylaws.

<sup>3</sup> Any reference in the Rules to “Members” or “Owners” without capitalization, including those not specifically identified in these proposed amendments, shall be capitalized to reflect a term defined in the Declaration. For ease of review, this correction will not be underlined or [bracketed].

including the matter of *Pinebrook Homeowners Association v. Pinecrest Drive, LLC*, [Third Judicial Court, State of Utah, Case No. 090500959], Owners may rent their dwellings “from time to time,” for periods of time that are consistent with single-family residential living so long as the following conditions are followed:

- i. **No nightly rentals.** Nightly rentals are strictly prohibited in Pinebrook, whether arranged directly, by a broker or through an internet facilitator. ~~The [Utah]~~ Courts have found that nightly and other short-term rentals violate the “single family residential living purposes” restrictions contained in Article X Section 16 and Article X Section 2(a) of the Declaration.
  1. “Nightly rental” is defined as any rental of a dwelling for a period of less than the minimum rental period specified in subsection (3)(b)(iii) below.
- ii. Owners may not rent their dwelling on a routine basis without violating the “from time to time” provisions of the Declaration<sup>4</sup>.
- iii. **[90-day Minimum.]** Minimum rental periods shall require [consecutive] occupancy by the renter(s) for ~~[thirty ninety (390)]~~ days or more.
- iv. No overnight parking by renters is allowed on any street within Pinebrook.
- v. Renters and rental activities may not disrupt the neighborhood and may not bring additional noise, trash, traffic or other attention to the dwelling that could be considered a nuisance or a violation of Summit County ordinances.
- vi. Owners choosing to lease their dwelling shall also comply with all state and local governmental regulations, specifically including health and safety ordinances and the requirements of the Snyderville Basin Development Code.
- vii. Owners who rent their homes in a manner that violates the Declaration or these Rules and Regulations face considerable fines as described in the fine schedule herein.

---

<sup>4</sup> [Utah courts have held that five rentals in one year was more than “from time to time.”]

7) **SIGNS:** Each home may have one or more signs showing the house number. No other sign of any kind may be displayed to the public view on any Lot, with the exception of: one (1) professional sign of not more than one square foot, one (1) “for sale” or “for rent” sign of standard size (i.e. ~~less than~~ not more than five square feet), or signs used by a builder to advertise a property during construction or a sales period, or political signs [of not more than 18” x 24” in size during placed no sooner than thirty days prior to a] general or and special elections [and removed within three (3) days thereafter]. In addition, small alarm company signs and/or stickers may be posted upon a Dwelling or Lot.

20) **NOTICE; METHOD OF DELIVERY:** Written notice of annual and special meetings of the Members shall be delivered to Members personally or by first class mail not fewer than ten (10) nor more than fifty (50) days before the date of the meeting. Notice of matters unrelated to meetings including, but not limited to, annual assessment invoices, periodic account statements, general association information or announcements or Member specific correspondence may be delivered by the methods described in this Section when appropriate under the circumstances or required by law. A Member may require that notice [of any kind] be given by first class mail.

- a. If mailed, notice is deemed delivered when deposited in the United States mail [or with a common carrier where delivery can be tracked], addressed to the Member at his address as it appears in the Association’s records, with postage prepaid.
- b. If notice is delivered personally, such notice may be (1) handed to the Member at his residence (as it appears in the Association’s records), (2) sent by email to the Member’s email address on file with the Association, unless the email is returned as undeliverable within 48 hours, at which time an alternate method of notice shall be used, or (3) online messaging portal where Member’s receipt of delivery can be tracked.

21) **[MEETINGS:]**

a. **[Place of Meetings.** As provided for in Section 5.1 of the Bylaws, all meetings of the Members, annual or special, however called, shall be held at the principal office of the Association unless the Board designates another place for any meeting, either within or without the State of Utah.]

b. **[Electronic Meetings.** Members and the Board may convene and conduct electronic meetings by “Means of Electronic Communication” so long as the requirements contained in this section are met. Participation in an electronic meeting shall qualify as participating in person. Means of “**Electronic Communication**” shall mean an electronic system that allows individuals to communicate orally in real time by web conferencing, video conferencing or telephone conferencing.]

a. **[Electronic Meeting Requirements.** The Association may hold an electronic meeting if:

i. The Board makes a resolution that (A) there is a substantial risk to the health and safety to Members who may be present at a meeting, (B) it is unreasonable, impracticable or impossible for the Association to hold a meeting where Members participate in person, or (C) it would be convenient to a majority of the Members likely to participate in the meeting and fair and reasonable notice consistent with the circumstances could be given prior to the meeting consistent with these rules and the Bylaws;

1. The notice of the electronic meeting contains the facts upon which the resolution is based and includes instruction on how Members may join the meeting;

2. The facts upon which the resolution is based is read at the beginning of the electronic meeting;

3. A quorum is established at the beginning of the meeting by Means of Electronic Communications;

4. Members have the ability to communicate, either verbally or electronically, so that all participants can hear or observe the communication;

5. The electronic meeting shall be recorded from the commencement of the meeting through the adjournment of the meeting; and

6. Meeting minutes shall be taken during the electronic meeting and approved by the Board at the next subsequent meeting of the Board.]

**22) (PARAGRAPH 21 RENUMBERED) FINES:** Violations of the covenants, conditions or restrictions described in the Declaration, as well as these Rules and Regulations [(collectively referred to as “Rule” in this section only)], by [an] Owner, tenant or guest of an Owner or tenant of any Lot [(collectively referred to as “Owner” in this section only)], subjects [an] Owner to fines.

a. [Warning; Fines after Warning]. Before a fine will be assessed, an Owner will receive a written warning [(sometimes referred to herein as the “Notice of Violation”)] that describes the violation, states the Rule or provision of the Association’s governing documents that the Owner’s or resident’s

conduct violates and states that the Board of [Directors] ~~Trustees~~ may assess a fine against the Owner:

- i. If a violation is not cured within a time that is not less than 48 hours after the day the Board gives the Owner the Notice of Violation ~~written warning~~ by which the Owner shall cure the violation or continues for 10 days or longer after the Board assesses a fine (“**Continuing Violation**”<sup>5</sup>) or
- ii. If the Owner commits the same violation within one (1) year after the day on which the Board gives the Owner the ~~written warning~~ [Notice of Violation] or assesses a fine against the Owner (“**Repeated Violation**”<sup>6</sup>).

b. [Fines for Continuing or Repeated Violations]. After the Board assesses a fine against an Owner, the Board may, without further warning or notice, assess additional fines against the Owner each time the Owner:

- i. Commits a Repeated Violation of the same Rule within one (1) year after the day on which the Board assesses a fine for a violation of the same Rule, or
- ii. Allows a Continuing Violation to continue for 10 days or longer after the day on which the Board assesses the fine.

c. [Appeal / Informal Hearing]. An owner who is assessed a fine may request an informal hearing before the Board to protest or dispute the fine within thirty (30) days from the day the Owner receives notice that the fine is assessed. At the hearing, the Board shall provide the Owner a reasonable opportunity to present the Owner’s position and allow the Owner, a Board Member, or any other person involved to participate in the hearing by Means of Electronic Communication. If the Owner timely requests the hearing, no interest or late fees will accrue until after the hearing has been conducted and the Owner receives a final decision.

d. Payment of Fines. Fines will be due for payment fourteen (14) days from the date the fine is assessed. Unpaid fines will be collected as an unpaid Individual Assessment and will accrue interest and late fees as provided for in the Declaration. Any attorney’s fees or costs incurred by the Board of Trustees to

---

<sup>5</sup>A “**Continuing Violation**” is a violation that the Owner fails to correct or cure within the time period provided by the Board in its notice to the Owner, not less than 48 hours after delivery, or continues for 10 days or longer after the Board assesses a fine. See Rule #20 re: when notice is deemed delivered.

<sup>6</sup>If the Owner commits a violation that is same to the one that is the subject of the notice of warning sent by the Association to the Owner, whether or not it is continuing, within one (1) year of the day of the notice, such a violation shall be referred to herein as a “**Repeated Violation**.”

collect fines will also be collected as an unpaid Individual Assessment. The Association may record a lien against the Owner's interest in a Lot consistent with the Declaration and the Community Association Act and the lien is subject to foreclosure.

e. [Fine Schedule.] The following fine schedule has been approved by the Board of Trustees:

**NEW SECTION<sup>7</sup>: [NIGHTLY RENTAL VIOLATIONS:]**

<b><u>ACTION AFTER WARNING</u></b>	<b><u>BOARD RESPONSE</u></b>
<p><b><u>Warning; Notice of Violation; Curing Violation After Notice:</u></b> The Board will serve a Notice of Violation upon an Owner pursuant to Section 22(b) herein once confirming the existence of an advertisement for a Nightly Rental of the Owner's Lot or evidence supporting a Nightly Rental of the Owner's Lot with or without advertisement. Owner will have at least 48 hours after the day the Notice of Violation is given to cure the Violation before fines will be assessed.</p> <p><u>To cure the Violation, Owner must cease and desist the violation(s) identified in the Notice of Violation by the deadline provided in the Notice (no less than 48 hours of the Notice's delivery), sign and return the Resolution Agreement attached to the Notice of Violation in the same manner as the Notice within seven (7) calendar days from the date the Notice of Violation is delivered to Owner unless otherwise provided. In the Resolution Agreement, the Owner shall affirm and agree to, among other things, the following:</u></p> <ol style="list-style-type: none"> <li><u>1. Removal of all advertisements related to the Nightly Rental property prior to execution of the Declaration, including but not</u></li> </ol>	<p><u>No fine assessed.</u></p>

<sup>7</sup> All unamended portions of fine schedule shall remain in force and effect.

<p><u>limited to, internet, print and social media advertisements.</u></p> <ol style="list-style-type: none"> <li>2. <u>Cancellation of <b>all</b> existing Nightly Rental guest reservations within seven (7) calendar days.</u></li> <li>3. <u>Refund of <b>all</b> deposits held for future Nightly Rental guest reservations within seven (7) calendar days.</u></li> <li>4. <u>Observe in future of all rules related to rentals as specified in the Pinebrook Rules and Regulations.</u></li> </ol> <p><u>Breach of Resolution Agreement: If Owner breaches any terms of the Resolution Agreement, the Association will exercise any available remedy under the agreement, Utah law, the Declaration and these Rules and Regulations including the assessment of fines and filing suit for an injunction and/or the collection of fines and monetary damages.</u></p>	
<p><b><u>Continuing Violation After Notice of Violation:</u></b> <u>Failure to cure the violation(s) described in the Notice of Violation and return a signed Resolution Agreement within the seven (7) calendar day period following the day the Notice of Violation is delivered or considered delivered under these Rules, may result in fines being assessed for each day the Violation has occurred or continues to occur.</u></p>	<p><u>Daily fine of .1% of “Actual Value” of Owner’s Lot as reflected on the Summit County Recorder’s Tax Account website as of date of Notice, plus interest, late fees and attorney’s fees and costs.</u></p>
<p><b><u>Repeated Violation (Subsequent Offenses) Within One-Year of Notice of Violation:</u></b> <u>If the Owner violates the same Rule within one (1) year of the date the Notice of Violation, fines may be assessed without additional warning or notice for each day the Violation has occurred or continues to occur. Fines can be suspended once the Violation is cured.</u></p>	<p><u>Daily fine of .2% of “Actual Value” of Owner’s Lot as reflected on the Summit County Recorder’s Tax Account website as of date of witnessed Violation, plus interest, late fees and attorney’s fees and costs.</u></p>