

**PINEBROOK HOMEOWNERS ASSOCIATION
AMENDED & RESTATED RULES AND REGULATIONS
MARCH 1, 2022**

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 (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 believes that a neighbor or other Association Member (sometimes referred to herein as “Owners”) may not have acted in accord with the Declaration or these Rules and Regulations (sometimes referred to herein 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.

INTRODUCTION

These Rules and Regulations restate and clarify pertinent provisions of the Declaration and Utah Law, as well as the consistent practice of the Association in interpreting the Declaration. The vast majority of residents have complied with the Declaration and these Rules and Regulations even if they were not aware they were doing so, because they describe norms expected in an orderly community. Unfortunately, the activities of a very few residents have resulted in complaints and, when attempts have been made by the Association to inform and enforce the Declaration in certain cases, these residents have persisted in their noncompliance resulting in disturbance to their neighbors, disruption to the community and, often, unnecessary legal costs. These Rules and Regulations are promulgated to limit and hopefully avoid such problems in the future. They are effective as of the date noted in the bottom right corner of each page and shall remain in effect until modified or superseded.

These Rules and Regulations clarify and supplement the Declaration and the Bylaws which govern the Association, and apply to all Members of the Association that include owners of all lots in the following Subdivisions (hereafter referred to as “Pinebrook”):

- Boothill
- Ecker Hill plats A, B, C & D
- Pinebrook Estates
- Pineridge
- Sunridge

RULES

1) HOUSEHOLD PETS: Dogs, cats or other household pets may be kept on Lots provided that they are not kept, bred or maintained for any commercial purpose. Dogs must be contained within the Owner's Lot or on a leash and shall not be allowed to run free throughout the Property. Owners are responsible to pick up waste left by their dog(s) on the trails, streets, and lots owned by others, and must keep their dog(s) from barking to the point of annoyance to other Owners.

2) PROHIBITED ANIMALS AND ACTIVITIES: Except for the household pets described in Rule No. 1, no animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, including but not limited to chickens, pigs and goats. This is, and always has been, an express requirement of the Declaration from the beginning of the development.

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 in the matter of *Pinebrook Homeowners Association v. Pinecrest Drive, LLC*, Third Judicial District Court, Silver Summit Department, 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. 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.

PINEBROOK HOA Amended & Restated Rules & Regulations

- ii. Owners may not rent their dwelling on a routine basis without violating the “from time to time” provisions of the Declaration¹.
- iii. **30-day Minimum.** Minimum rental periods shall require consecutive occupancy by the renter(s) for thirty (30) days or more.
- iv. Owners, occupants, renters, invitees and guests shall comply with all applicable governmental parking restrictions upon any street within Pinebrook, specifically including seasonal limitations.
- 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.

4) DRIVEWAYS / RECREATIONAL VEHICLES: Driveways must be large enough to accommodate two parked automobiles. Driveways may only have operable vehicles parked in them. Recreational vehicles may not be parked in driveways or on any roads within Pinebrook for more than three (3) consecutive days.

5) OVERNIGHT PARKING: As provided in the Declaration, no vehicles of any kind, including but not limited to, automobiles, trucks, buses, tractors, trailers, camping vehicles, boats and boat trailers, snowmobiles and snowmobile trailers, mobile homes, two and three wheeled motor vehicles, or other wheeled vehicles shall be permitted to be parked on any public street within the Pinebrook Subdivision between the hours of 12:00 midnight and 10:00 a.m. or at any time while it is snowing.

6) NOISES AND NUISANCES: Owners, residents and guests are not to make any disturbing noises at any time upon any Lot, nor shall anything be done which may or may become an annoyance or nuisance to the neighborhood as defined by Summit County Noise Ordinance Section 5-3-1, et seq. including all subsequent amendments or replacement ordinances. Construction activities must be restricted to the hours listed herein.

¹ Utah courts have held that five rentals in one year was **more than** “from time to time.”

PINEBROOK HOA Amended & Restated Rules & Regulations

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:

- a. one (1) professional sign of not more than one square foot;
- b. one (1) "for sale" or "for rent" sign of standard size (i.e. not more than five square feet);
- c. signs used by a builder to advertise a property during construction or a sales period;
- d. political signs of not more than 18" x 24" in size placed no sooner than thirty (30) days prior to an election and removed within three (3) days after the election where the candidate whose sign is at issue is defeated or elected; or
- e. a small alarm company signs and/or stickers may be posted upon a Dwelling or Lot.

8) FIREWORKS / HAZARDOUS ACTIVITIES: Pinebrook is located in a wildland/urban interface area where the danger of wildfires is a constant concern. Accordingly, and in accordance with the general and specific prohibitions of the Declaration, the use of fireworks at any time is prohibited anywhere in Pinebrook, including lots, common areas, parks and trails. Firearms may not be discharged on any lot except for self-defense, and trails and common areas may not be used by for hunting access to surrounding areas.

9) DEAD TREE REMOVAL. Owners have a duty to remove dead trees, branches and shrubs, from their Lots. Failure to do so may be deemed a nuisance under the Declaration.

10) OPEN FIRES, FIRE PITS, CHIMENEAS.

- a. No open fires of any type are permitted.
- b. Fire pits may be permitted if pre-approved by the Architectural Committee. Requirements for fire pits:
 - i. Distance of 25-feet between the fire pit and any structure and/or other combustible type materials (e.g. dwelling, deck, garage, trees and vegetation).
 - ii. Fire pits cannot have a diameter larger than three (3) feet.
 - iii. Fire pits cannot exceed two (2) feet in height.

PINEBROOK HOA Amended & Restated Rules & Regulations

- iv. Fire pits must be constantly attended.
 - v. Fire pits may only be used on a non-combustible area.
 - vi. Each fire pit must have an on-site means to extinguish the fire.
Examples:
 - 1. 5-gallon bucket of water
 - 2. Garden hose connected to a reliable water source
 - 3. 5A:10B:C fire extinguisher
 - vii. Chimeneas: chimeneas are allowed if they have screens and are placed on a flat, fireproof surface such as rock, concrete, bricks or pavers.
- c. The Architectural Committee may revoke its approval based upon nuisance complaints from neighbors.
 - d. Owners, occupants and tenants using fire pits or chimeneas remain responsible for any fire damage and/or fire suppression costs to surrounding areas from use.

11) FIRE PREVENTION AND YARD MAINTENANCE:

- a. Remove branches within 10 feet of your chimney and dead branches that over-hang your roof.
- b. Remove dead leaves and needles from your roof and gutters.
- c. Remove all stacks of construction materials, pine needles, leaves and other debris from yard regularly.
- d. Confirm electrical outlets are designed to handle appliance loads.

12) TRAILS: All biking and hiking trails within Pinebrook are private. Some trails are reserved for the use and enjoyment by Members of the Association; others are owned and open to Members of the Pinebrook Master Association, which also includes all Members of the Association. Although private, area trails are not monitored and those using the trail system do so at their own risk. By using the trails, users acknowledge, understand and agree that:

- a. Owners and all other users assume responsibility for personal safety.
- b. Owners are responsible for picking up their dog's waste, carrying it out, and placing it in a proper trash receptacle.
- c. Bicyclists must yield right-of-way to hikers and uphill traffic.

PINEBROOK HOA Amended & Restated Rules & Regulations

- d. Owners are encouraged not to park in the trailhead lots during snow storms so the lots can be snowplowed.
- e. No motorized vehicles are allowed on the trails.
- f. No smoking or littering.
- g. No on or off-trail tent use, camping or overnight stays are permitted.
- h. No defacement of trail heads or markers.
- i. No hunting is permitted within common areas.
- j. Trails are not patrolled.
- k. Trails may be closed or re-routed when safety requires, or for construction or other events.
- l. Trail conditions are variable with no representation of safety.
- m. Trails may not be used to access hunting areas or public grounds by those who don't live in Pinebrook.
- n. Additional trail information can be found on the website for the Pinebrook Master Association (<http://www.pinebrookmasterassn.org/open-space-trails>).

13) MAINTENANCE OF LOT: As required by the Declaration, residents, including Owners and tenants, are responsible for all maintenance, repairs and general upkeep of Lots to keep them in clean, safe, attractive and slightly condition, and in good repair, specifically including all the exterior of homes and structures, patios, decks, front porches, driveways and walkways. External painting and staining must meet or exceed original standards used on each Dwelling.

14) CONTROLLING NOXIOUS WEEDS: Residents shall be proactive in controlling all weeds on their property, especially noxious weeds identified by Summit County, and avoiding the spreading of weeds to surrounding areas. If Residents fail to take necessary action, the Association reserves the right to enter the Resident's property and take action to treat the weeds. Owners and Residents will be subject to a fine and will bear the costs associated if the Association is forced to step in and initiate weed control service. If the cost remains unpaid, the Association may treat it as an assessment and enforce by lien.

15) NO STORAGE ON LOTS. No vacant lot may be used for material storage of any kind, except during the construction period.

16) LIGHTING. All new and replacement exterior lighting must comply with Summit County ordinances, including cut-off features to keep light from bleeding outside of lots as described in Rule 17(j), below. Owners of existing, non-compliant fixtures are encouraged to replace them with compliant fixtures, and to be respectful of their neighbors in the operation and timing of the use of all outdoor lighting.

17) ARCHITECTURAL COMMITTEE RULES RE: CONSTRUCTION AND IMPROVEMENTS: As referenced in Article VII Section 8 of the Declaration, the Board of Directors and the Architectural Committee may adopt, amend and repeal these Architectural Committee Rules, which currently include the following:

- a. Any exterior construction or improvement to be installed, constructed or performed upon a Lot or Dwelling must be pre-approved by the Association's Architectural Committee. Those who do not obtain prior approval by the Architectural Committee before initiating construction or an improvement face a fine and possible removal of the improvement.
- b. Application for Architectural Committee Approval: The Architectural Committee meets the 1st and 3rd Thursday of each month when Applications have been submitted. All Application submittals must be received not later than 3:00 PM on the Tuesday prior to the Thursday meeting in order to be placed on the Agenda. See Article VII of the Declaration for more information concerning Architectural Committee approval, as well as *Pinebrook Homeowners Association Application for Structural Alteration or Architectural Change to Lot or Home: SUMMARY OF PROCESS*, which is available online at <http://www.pbhoa.org/phoa-boards/documents-applications/>.
- c. New home construction and exterior remodeling require the submission and approval by the Architectural Committee with the Committee and the homeowner entering into a *Construction Plan Approval Agreement for Construction of Home, Structural Alteration or Architectural Change Application (Construction Plan Approval Agreement)*. Owners are encouraged to refer to the Application for Structural or Architectural Change to Lot or Home and its related checklists that are available online at <http://www.pbhoa.org/phoa-boards/documents-applications/>.
 - i. The *Construction Plan Approval Agreement* must be signed by an authorized representative of the Committee, Owner and Contractor.
 - ii. Owners shall obtain a building permit from Summit County, after first obtaining approval from the Architectural Committee, and must obtain appropriate insurance naming the Association as an additional insured prior to commencing construction.
- d. Construction activities and related noise shall be limited to:

PINEBROOK HOA Amended & Restated Rules & Regulations

- i. Monday through Thursday: 7:00 a.m. to 7:00 p.m.
 - ii. Friday and Saturday: 7:00 a.m. to 7:00 p.m.
 - iii. Sunday indoor construction: 12:00 p.m. (noon) to 6:00 p.m. (Sunday outdoor construction is strictly prohibited).
 - iv. National holidays: no construction work is allowed.
- e. Building and Landscaping Time Restrictions. Unless otherwise agreed to in writing:
- i. The construction of a new home must be completed in no more to two (2) years from the date that such construction is first started;
 - ii. A remodel must be completed in no more than one (1) year from the date that construction work on such remodel is first started;
 - iii. Front-yard shall be landscaped within one (1) year following completion or occupancy of the dwelling, whichever is sooner;
 - iv. Side and rear yards shall be landscaped within two (2) years following completion or occupancy of the dwelling, whichever is sooner;
 - v. Areas covered with natural foliage (e.g. scrub oak, aspen, grass, sagebrush, etc.) will be considered landscaped.
- f. Natural Foliage: Prior written approval from the Architectural Committee shall be granted before any trees, shrubs, bushes or other natural foliage can be removed. Removal of any such natural foliage must be necessary for the ingress and egress to a lot and/or the construction of a dwelling and other permitted structures.
- g. Re-contouring: no lot shall be re-contoured in excess of two feet without prior written approval of the Architectural Committee.
- h. Encroachment: The Owner shall not encroach upon or cause any damage to another lot or the common area.
- i. Roofs: no reflective metal roofs may be used.
- j. Lighting: lighting used to illuminate garages, patios, parking areas or for any other purpose shall be shielded, down-ward facing and arranged to

PINEBROOK HOA Amended & Restated Rules & Regulations

reflect light away from adjacent dwellings and away from the vision of passing motorists

- k. Exterior colors: exterior colors shall be earth tones and colors indigenous to the area that are established by the Architectural Committee.
- l. Solar: solar collection systems must be approved by the Architectural Committee before installation. The Committee will consider, among other things, the proposed location, manner of placement and whether the system is within the limitations of the current net metering code. Owners considering a solar collection system should consider the following before submitting an application to the Architectural Committee:
 - i. Panels shall be non-reflective and installed as close to flat on the roof as possible (parallel to roof surface and flush mounted).
 - ii. The preferred installation shall be to the rear of the house if this does not interfere with usefulness of the solar energy collecting device (in terms of orientation).
 - iii. Wiring and other components shall be concealed as much as possible.
- m. Fences: fencing is not allowed in front yards. Fencing along other perimeters require pre-approval by the Architectural Committee. Fences or walls, if approved, shall be of wood or brick and shall not exceed six feet in height.
- n. Mailbox: Owners at the time of construction shall be required to furnish, install and maintain a mailbox if postal delivery is not available to an existing central mailbox facility in Pinebrook (the type and location of the mailbox shall be pre-approved by the Architectural Committee).
- o. Storage, Dumpsters and Portable Toilets During Construction: A vacant lot may only be used as storage of any kind during the construction period. The Owner shall provide a particular location to the Association for the following items:
 - i. A secure dumpster or container for construction debris, trash, rubbish and the like;
 - ii. A portable toilet facility.
- p. Owner shall clean up all work materials, supplies and debris from common areas daily, and leave the construction area attractive, clean and safe. A collection of trash may be maintained on the Lot provided such trash is

stored in a secure container, the container is emptied promptly when full, and any trash which escapes from the Lot is picked-up and properly disposed of immediately.

- q. More descriptive land use and permitted building specifications are outlined in Article X of the Declaration. Additional improvement conditions may also exist on the Plat Map and Owners must abide by any such conditions.

18) SUSPENSION OF OWNER'S VOTING RIGHTS: If an Owner fails to pay any Assessment when due or fails to cure a violation of any covenant, condition, restriction, rule or regulation, the Board may suspend the Delinquent Owner's voting rights without notice. All suspensions will be lifted upon the curing of any violation or the receipt of payment in full of outstanding account balance, including, but not limited to, all past due Assessments, Association fees, late charges, fines, interest, attorney's fees and costs, if applicable, and all other collection charges.

19) KEEP CONTACT INFORMATION CURRENT: Each Member shall keep his or her current contact information on file with the Association, specifically including a preferred phone number(s), mailing address and email addresses. Such registered information may be changed from time to time by notifying the Association in writing.

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. By Mail: If mailed, notice is deemed delivered when deposited in the United States mail or with a common carrier, addressed to the Member at his address as it appears in the Association's records, with postage prepaid. A Member may require that notice be given by first class mail.
- b. Personal Delivery: 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) sent directly to the Member through an online messaging portal or service.

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.

i. Electronic Meeting Requirements. The Association may hold an electronic meeting if:

ii. 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 Communication;

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

22) 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, occupant, tenant or guest of an Owner, occupant or tenant of any Lot (collectively referred to as “Owner” in this section only), subjects the Owner of the Lot 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 (1) describes the violation; (2) states the Rule or provision of the Association’s governing documents that Owner’s conduct violates; and (3) warns that the Board of Directors may assess a fine against the Owner if the violation is not cured.
 - i. If a violation is not cured by the time specified in the Notice of Violation that is not less than 48 hours after the day the notice is delivered or continues for 10 days or longer after the Board assesses a fine (“Continuing Violation”), or
 - ii. If the Owner commits the same violation within one (1) year after the day on which the Board gives the Owner the Notice of Violation or assesses a fine against the Owner (“Repeated Violation”).
- b. Fines for Continuing or Repeated Violations: After the Board of Directors 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 or provision within one (1) year after the day on which the Board assesses a fine for a violation of the same rule or provision, or
 - ii. Allows a Continuing Violation to continue for 10 days or longer after the day on which the Board assesses the fine.
- c. Owner 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 a hearing is timely requested, no further 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 Assessment and will accrue interest and late fees as provided for in the

PINEBROOK HOA Amended & Restated Rules & Regulations

Declaration. Any attorney’s fees or costs incurred by the Board of Directors to collect fines will also be collected as an unpaid 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 Directors:

i. **NIGHTLY RENTAL VIOLATIONS:**

<u>VIOLATION ENFORCEMENT PROCEDURE</u>	<u>BOARD RESPONSE</u>
<p>Notice of Violation; Warning; Request to Cure Violation: The Board will serve a Notice of Violation upon an Owner pursuant to Section 22(a) 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>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 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:</p> <ol style="list-style-type: none"> 1. Removal of all advertisements related to the Nightly Rental property prior to execution of the Resolution Agreement, including but not limited to, internet, print and social media advertisements. 	<p>Warning – No fine</p>

PINEBROOK HOA Amended & Restated Rules & Regulations

<p>2. Cancellation of all existing Nightly Rental guest reservations within seven (7) calendar days.</p> <p>3. Refund of all deposits held for future Nightly Rental guest reservations within seven (7) calendar days.</p> <p>4. Observe in future of all rules related to rentals as specified in the Pinebrook Rules and Regulations.</p>	
<p>Continuing Violation After Notice of Violation: 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.</p>	<p>Daily fine of 0.1% of “Actual Value” of Owner’s Lot (including Land and Improvements) 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.</p>
<p>Repeated Violation (Subsequent Offenses) Within One-Year of Notice of Violation: 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.</p>	<p>Daily fine of 0.2% of “Actual Value” of Owner’s Lot (including Land and Improvements) 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.</p>

ii. **OTHER VIOLATIONS THAT ARE NOT CONSTRUCTION RELATED:**

<p>Notice of Violation; Warning; Request to Cure Violation: The Board will serve a Notice of Violation upon an Owner pursuant to Section 22(a) herein once confirming the violation. Owner will have at least 48 hours after the day the Notice of Violation is given</p>	<p>Warning – No fine</p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------

PINEBROOK HOA Amended & Restated Rules & Regulations

<p>to cure the Violation before fines will be assessed.</p> <p>To cure the Violation, Owner must cease and desist and/or cure or cause to be cured 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) and sign and return the Resolution Agreement if attached to the Notice of Violation within seven (7) calendar days from the date the Notice of Violation is delivered to Owner unless otherwise provided.</p>	
<p>Continuing Violation After Notice: Continuing Violation after the deadline to cure imposed by the Board in a Notice passes.</p>	<p>\$50.00 to \$100.00 per day initial fine, plus interest, late fees and attorney's fees & costs</p>
<p>Continuing Violation After Fine (No Notice Necessary): Continuing Violation that continues 10 days or longer after the day on which the Board assesses a fine.</p>	<p>\$100.00 to \$150.00 additional fine per day, plus interest, late fees and attorney's fees & costs</p>
<p>Repeated Violation (Subsequent Offenses) Within One-Year of Notice of Violation - No Notice Necessary): If the Owner violates the same Rule within one (1) year of the date of 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.</p>	<p>\$50.00 to \$250.00 per day fine, plus interest, late fees and attorney's fees & costs</p>

iii. **CONSTRUCTION RELATED VIOLATIONS NOT GOVERNED BY A CONSTRUCTION PLAN APPROVAL AGREEMENT:**

<p>Notice of Violation; Warning; Request to Cure Violation: The Board will serve a Notice of Violation upon an Owner not bound by a <i>Construction Plan Approval Agreement for Construction of Home, Structural Alteration or Architectural Change</i></p>	<p>Warning – No fine</p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------

PINEBROOK HOA Amended & Restated Rules & Regulations

<p><i>Application</i> pursuant to Section 22(a) herein once confirming the violation. 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>To cure the Violation, Owner must cease and desist and/or cure or cause to be cured 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) and sign and return the Resolution Agreement if attached to the Notice of Violation within seven (7) calendar days from the date the Notice of Violation is delivered to Owner unless otherwise provided.</p>	
<p>Continuing Violation After Notice: Continuing Violation after the deadline to cure imposed by the Board in a Notice passes.</p>	<p>\$250.00 per day fine, plus interest, late fees and attorney's fees & costs</p>
<p>Continuing Violation After Fine (No Notice Necessary): Continuing Violation that continues 10 days or longer after the day on which the Board assesses a fine.</p>	<p>\$250.00 per day fine, plus interest, late fees and attorney's fees & costs</p>
<p>Repeated Violation (Subsequent Offenses) Within One-Year of Notice of Violation - No Notice Necessary): If the Owner violates the same Rule within one (1) year of the date of 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.</p>	<p>\$250.00 per day fine, plus interest, late fees and attorney's fees & costs</p>

iv. **Breach of Resolution Agreement:** If Owner breaches any terms of a 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.