

THE OAKS AT DEER HOLLOW RULES AND REGULATIONS

1. ASSOCIATION MANAGEMENT:

The Oaks Homeowners Association's Board of Trustees will be elected to oversee the enforcement of these rules and regulations, and bylaws as set forth by the homeowners of the condominium known as the Oaks At Deer Hollow.

2. EMERGENCY PROCEDURES: POLICE DEPARTMENT-MEDICAL AID CALL 911 GIVE NAME, ADDRESS, AND NATURE OF EMERGENCY.

3. INSURANCE:

Through your monthly maintenance fees a master insurance policy will be obtained which covers casualty losses to each residential building structure, liability insurance for common areas and Trustees and Officers liability insurance. The insurance will rebuild your residential building in the event of a major catastrophe including all floor coverings and built in permanent fixtures.

4. RENTING/LEASING OF UNITS:

A. Renting any portion of a residence is prohibited. The entire unit must be included in the rental agreement. Subleasing is prohibited. UNITS ARE FOR SINGLE FAMILY DWELLING ONLY.

B. A unit may be leased or rented once every 12 months and only after the owner meets all of the requirements and a credit or background report by a recognized company providing information about the identity and credit standing of the prospective tenant is authorized in writing by the prospective tenant. Mailing addresses and telephone numbers of both the landlord and the tenant shall also be submitted at this time. In addition, the unit owners are required to notify the Association of any change that occurs and such notices may be mailed to the board of Trustees. THIS INFORMATION IS EXTREMELY IMPORTANT IN THE EVENT OF AN EMERGENCY. Rental or leasing agreements must be in writing and a copy delivered to the Board of Trustees for approval at least 20 days prior to occupancy by the lessee. Rental agreements not in accordance with use restrictions are prohibited and may result in eviction, at the discretion of the Association Trustees.

C. Unit owners are reminded that they are liable and responsible to the Association for any and all violations of the established Rules, Regulation and Declaration by their guest(s), invitee(s), child(ren), renter(s), and pet(s). Owners are also financially responsible for all damage caused by their guest(s), Invitee(s), child(ren), and pet(s).

D. Unit owners are responsible to provide each resident, tenant, or lessee with a complete Copy of the Rules and Regulations and to stress their compliance in the same manner as if the owner(s) were residing on premise. ANY RENTAL OR LEASE AGREEMENT SHALL CONTAIN AN ACKNOWLEDGMENT THAT THE TENANT HAS RECEIVED A COPY OF THE CURRENT RULES AND REGULATIONS AND THE TENANT AGREES TO COMPLY.

E. Any tenant residing at the Oaks At Deer Hollow shall be subject to all Rules and Regulations then in effect as an Owner would be, and subject to suspension or Termination of his/her rights to use the Common Area recreation facilities. Any Owner(s) shall be subject to the payment of fines levied by the Association for any violation(s) of these Rules and Regulations by his/her tenant(s) notwithstanding the failure of the tenant(s) to reimburse the owner(s) therefore.

5. DRIVEWAYS AND PARKING:

The primary parking spaces for vehicles owned and/or operated by residents shall be that unit's garage or driveway. Any adjustment necessary for an owner/renter is the responsibility of the owner to provide for the parking.

A. No vehicular traffic within the complex shall exceed 20 MPH . (Homeowners/tenants will be held responsible for their guests or visitors.

B. Parking on the street overnight is prohibited

C. No Trucks or vans over ¾ ton capacity will be allowed to park on the premises at any time. If parked on the premises, these vehicles are subject to immediate tow at the owner's expense.

D. No trailers of any kind will be parked in driveways or street, or any other common area, within the complex including camp trailers, recreational vehicles and boats with the exception of RV's and trailers may be parked at an owners unit for brief periods (24 hours maximum) while preparing for/returning from a trip. Any other exceptions must be approved by the Board of Trustees.

E. Motorcycles are required to use a block of wood of an adequate size to place under the Kick stand in order to prevent the creation of holes in the asphalt.

F. No abandoned vehicles are permitted in the complex. Such vehicles are subject to removal or towing at the owner's expense. Abandoned and or inoperative vehicles are defined as.

1. Vehicles that are obviously inoperable (flat tires, wrecked, etc.)

2. Vehicles whose plates are expired or missing altogether.

3. Vehicles that have not been moved for fourteen (14) days are subject to a 72 hour notice prior to towing at the owner's expense.

G. Vehicles, equipment or materials that are considered abandoned, unauthorized or inappropriate will have a removal notice posted on it, and if the violating item is not removed within 72 hours, it will be towed or removed at the owners expense. Retrieval, storage and towing costs will be the responsibility of the violator.

H. Due to the corrosive and destructive nature of petroleum products, maintenance (i.e. Oil changes/major repairs) of any vehicles on any driveway or roadway is expressly prohibited. Owners/tenants found performing vehicle maintenance as described would be fined per occurrence. NOTE: Owners are financially responsible for the actions of their renters.

I. Any and all vehicles are prohibited from driving on any turf or landscaped area.

J. Parking in someone else's designated parking space is prohibited and vehicle can be immediately towed without notice at owner's expense

6. CONTROL OF PETS:

- A. Household pets may be kept as long as they do not become a nuisance, are cleaned up after, are on a leash at ALL TIMES, (Cats included) and are not used for commercial purposes. All dogs and cats, six (6) months or older, are required to have yearly required vaccinations. (NO BREEDING OR KENNELING OF ANIMALS ON PREMISES.)
- B. Limit one pet (1) dog (1) cat. Dogs and cats will be licensed by laws set forth by the Tooele City ordinances. No pet shall be owned that is deemed illegal by law.
- C. Pets, when outside the residence, will be on hand-controlled leashes, not to exceed ten (10) feet in length.
- D. It is prohibited to leash or confine any dog to any stationary object on or in the common area. No patio should be changed to accommodate pets by erecting gates.
- E. Pet feces on common areas including roadways will be removed IMMEDIATELY by the person having control of the pet.
- F. EXCESSIVE BARKING MAY BE DEEMED A NUISANCE.
- G. VICIOUS ANIMALS ARE NOT TO BE OWNED OR KEPT ON PREMISES.
- H. Pet feces in patios, garages will be removed by the person having control of the pet. The feces will not be allowed to be swept or washed outside onto the common area.
- I. Owners of pets who damage shrubs, trees, grass, or exterior of buildings will be charged for repairs and/or replacement of materials and labor.
- J. Pet owners are responsible for any property damage, injury, or disturbance(s) their pets may cause or inflict. Any pet which endangers, disturbs or creates a nuisance for residents may be removed upon the order of the condo Board of Trustees. If the pet presents an immediate threat, the Trustees can remove it immediately without prior notice to the pet's owner.

7. SWIMMING POOL RULES:

- 1. Pool hours: 8:00 AM--10:00 PM. (Opening is Memorial Day -- Closing is Labor Day)
- 2. NO LIFEGUARD is on duty. SWIM AT YOUR OWN RISK.
- 3. Guests--The pool area is primarily for the use of the home owners. Home owners must always accompany their guests in the pool area and are responsible for the conduct of their guests. Anytime the pool becomes overcrowded it is the homeowners obligation to limit the number of guests to 6 (six), or less.
- 4. NO cutoffs, tennis attire, or nude bathing. NO BABIES WITH DIAPERS IN THE POOL.
- 5. NO sharp objects or glass containers.
- 6. NO food in the pool area
- 7. NO large rafts or other large "water toys"
- 8. No running, roughness, or splashing.
- 9. NO bicycle, tricycles, skateboards, or roller-skates in the pool area.
- 10. No alcohol or smoking in the pool area.
- 11. Cleanliness--Homeowners, residents and guests are responsible for removal of all articles brought there by them including, but not limited to, clothes, towels, newspapers, magazines, and will dispose of trash properly.
- 12. Pool gate is to be kept locked at all times.

13. An adult member must accompany children under 16 years of age.
14. Radios, LOW VOLUME ONLY. (as not to disturb others.)
15. Lifesaving Equipment--The lifesaving equipment is for emergency use only. It is not to be used except in actual emergency situations.
16. Any use of vulgar or obscene or hateful remarks will cause the offender to be removed from the pool.
17. DO NOT LET ANYONE INTO THE POOL AREA WHO IS NOT AUTHORIZED.
18. No one may use the pool after dark. Should you observe anyone trespassing on the premises or suspect vandalism, particularly in the pool area after hours, please call the Tooele City Police Department immediately, if necessary have police call a member of the Board of Trustees

POOL KEY SPECIFICS

- A. One key will be issued to each home, free of charge. Lost keys or extra keys will cost Twenty-Five (25) dollars per key.
- B. Identification, such as a driver's license, is necessary to pick up a key.
- C. No homeowner who is delinquent will be issued a key.
- D. RENTERS-a pool key will not be issued to a renter without owner approval. If you rent your home at The Oaks, please call your owner. That owner needs to call the Association's Trustees. The owner will need to give his or her:
 - (A) Full Name
 - (B) Social Security Number
 - (C) Name of renter who will be picking up the key. (The renter will need to supply the association with identification also.)

8. CLUBHOUSE RULES:

- A. The clubhouse area is primarily for the use of the residents/tenants. Residents/tenants must always accompany their guests in the clubhouse area and are responsible for the conduct of their guests. Anytime the clubhouse becomes overcrowded due to the Fire Code Limit of occupants it is the responsibility of the homeowner/tenant to limit the number of guests.
- B. When clubhouse is reserved for a private party, reservation must be made through the person designated by the Trustees to be responsible for reservations and a Clubhouse Agreement signed. A \$100.00 cleaning and damage deposit will be required. If the clubhouse is cleaned properly and no damaged observed the deposit will be refunded. All reservations will be made on a "First Come First Serve" basis, and the resident signing the Agreement must be present at all times at any event.
- C. No pets. in the Clubhouse.
- D. No activities beyond 11: 00 P.M.
- E. No commercial use of the clubhouse .
- F. Nothing shall be attached to the walls or ceilings (with either nails, tape, pins, glue etc.)
- G. No alcohol
- H. No smoking
- I. No amplifying equipment/speakers allowed outside of clubhouse.
- J. There will be no admittance into the pool area.
- K. Failure to follow rules will result in termination of the event

9. UNIT MAINTENANCE:

Owners/tenants are responsible for the maintenance and repair of the following items.

- A. All windows and doors, including screen door, security doors, entrance door side panels and window screens, and patio repair.
- B. Overhead garage doors.
- C. Porch lights and lights attached to rear and/or side of unit(s) . (replacement must be approved by Board of Trustees.)
- D. Window well covers.

If the Board of Trustees is notified that any of these items require repair or replacement, the owner will be notified and given thirty (30) days to make necessary repairs. In the event that repairs or replacements are not made in a timely manner, the Board of Trustees will perform the necessary work and assess the owner for all costs invoiced therefore.

10. COMMON AREA:

The Common Area shall mean all real property owned by the Association. This includes but is not limited to, shrubbery, trees, lawns, roads, sidewalks, clubhouse, and swimming pool. The use of all common area facilities, including the Swimming Pool, is at user's own risk. Owners are responsible for any damage to "limited common" or "common" elements caused by tenants. Costs for repairing damage caused by tenants will be assessed against unit owner.

A. **CHANGES TO COMMON AREA AND EXTERIORS OF UNITS:** Alteration, additions or repairs will not be made to Common Areas or exteriors of units without written permission from the Board of Trustees of the Association. Requests for changes should include plans, specifications and/or blueprints, where appropriate. All requests should be MAILED BY CERTIFIED MAIL, to the Board of Trustees of the Association. Changes undertaken without prior approval will be subject to removal at owner's expense in the event the Board of Trustees fails to approve /disapprove any adequately detailed written proposal for exterior alteration, additions, or repairs within thirty (30) days after proper submission, approval will not be necessary and alteration, addition, or repair will be deemed approved. Damage to unit exteriors or Common Area caused by private actions will be repaired and/or returned to acceptable standards by the Association, and cost thereof will be charged to the person responsible therefore (owner in case of a renter). No structure may be placed upon the Common Area/unit exteriors. This includes roof, front door steps (porches), and porch posts, asphalt driveways, parking areas adjacent to units. Structures included but are limited to doghouses, fences, hedges, permanent fixture picnic tables, tents, sports equipment and nets, etc., except portable items removed to private property immediately after each use. Only one (1) "For Sale" or "For Rent" sign, no larger than three (3) feet square, may be placed in a window or in common area. All other signs are prohibited. No signs will be attached to any building structure or fence.

THE FOLLOWING EXCEPTIONS ARE MADE without prior approval from the Board of Trustees. Storm doors, (as long as the door conforms to the building color scheme and building design), bubble covers for basement window wells, air conditioners adjacent to units, or address numbers. IF ANY DOUBT EXISTS, ASK THE BOARD OF TRUSTEES FIRST. In the event prior permission is not obtained, the BOARD reserves the right to have the item modified/removed at owners expense to conform to appropriate standards.

The use of roof areas above units is restricted to repair or maintenance work by the Association. These areas are not to be used by individual(s). Shrubs and/or flowers may be planted adjacent to units, only in designated areas. Owner(s)/resident(s) are responsible for the maintenance of said plantings.

11: COMMON AREA RULES:

The common areas are for normal use of the Oaks residents and their invited guest(s) only. Homeowners privileges to the common area are not transferable. Guest(s) is defined as anyone not living with homeowners/tenants.

1. PERSONS WHO DAMAGE COMMON AREAS OR COMMON PROPERTIES OF THE ASSOCIATION WILL BE CHARGED FOR THE REPAIR OF ALL DAMAGES.

Residents are asked to report individuals seen damaging lawns, trees, shrubs, or windows.

2. Automobiles, bicycles, tricycles, scooters, and other wheeled vehicles are not permitted on lawn areas. Due to safety precaution, no one is permitted to play in the driveway areas.

3. Barbecues, picnic tables, lawn chairs, chaise lounges, pillows, blankets, toys, trash, and all personal property must be removed when leaving the Common Area. Items left in common areas will be removed and disposed of. Cold barbecue ashes must be disposed of properly.

4. Rugs, mats, or other articles are not to be hung on any fences or patio rails.

5. All patios, limited and general common elements will be kept clean and neat at all times, and shall not be used for storage.

6. Only one (1) exterior television/radio antennas are allowed on or above land or in air space occupied by resident(s).

7. Basketball backboards are not to be erected on exterior wall or common areas.

12. OWNERS RESPONSIBILITY:

A. Owners/occupants shall not create any situation wherein their actions or conduct, as determined by Association, represents a nuisance or disturbance to other residents.

B. Owners are responsible for informing their renters of the Rules and Regulations. Failure of renter to abide by THE OAKS HOMEOWNER'S ASSOCIATION RULES AND REGULATION WILL BE THE FINANCIAL BURDEN OF THE OWNER TO PROVIDE RESTITUTION TO THE ASSOCIATION.

C. No commercial or private business may use either the common area or individual unit.

D. No rubbish, trash, garbage, recycled materials, or other waste materials may be placed outside the exterior walls except from 6 P.M. The night before pickup. Trash cans must be stored the same day as pickup.

E. No part of the Condominium shall be used for any purpose except housing and the Common purposes for which the Condominium was designed. Each unit shall be used as a residence for a single family dwelling.

F. No garage under any circumstance shall be used as a living space of any type whatsoever. Expressly prohibited is the use of the garage for living accommodations such as an additional spare room or bedroom.

13. DELINQUENCY POLICY FOR HOMEOWNER DUES:

The Oaks Homeowner Association's business and its financial existence depends entirely upon proper and efficient collection of maintenance assessments from unit owners.

PROMPT COMMUNICATION WITH BOARD OF TRUSTEES FOR THE HOMEOWNERS ASSOCIATION IS ESSENTIAL IF YOU ANTICIPATE BEING LATE WITH DUES. PLEASE LET THE ASSOCIATION KNOW IF A PROBLEM ARISES.

Your monthly homeowners dues are due on the **FIRST** of each month. If your payment is not postmarked by the **TENTH (10th)** of the month a **TWENTY (\$20.00)** late charge will be assessed to your account. If homeowners dues continue to remain unpaid, the Board of Trustees for the Oaks Association will take legal action.

14. COMPLAINTS, WARNINGS, FINES:

From time to time as determined by The Oaks Board of Trustees for the Association a schedule of fines may be adopted for the violation of Rules and Regulations, Declaration, and Bylaws of the Association. In addition, the Association and owners shall have all rights and remedies available under the Association Rules and Regulations and, Bylaws and by law, including without limitation injunctive relief. Owners may be held responsible and liable for the actions of their tenants and occupants of their unit(s). Compliance with the standards of the complex is important for everyone to insure a quality living environment.

A. COMPLAINTS-Complaints involving violation for the Rules and Regulations by homeowners/tenants. Violations of the rules is alleged in a written complaint to the Board, the Board will notify the alleged violator in writing to cease and desist from the violation. This notification will include: (a) the nature of the alleged violation; (b) the action required to remove the violation, and (c) notification of a grace period of ten (10) days, within which the violation may be removed without penalty. Should the violation continue beyond the grace period, a fine will be imposed.

B. FINES. (FOR EACH VIOLATION.) TO BE DETERMINED BY THE BOARD OF TRUSTEES.

1. 1st offense: Warning letter plus any damages.
2. 2nd offense: Same Rule-\$25.00 fine plus any damage.
3. 3rd offense: 3rd and subsequent offense: Same rule \$50.00 plus damages. Within two (2) business days after receipt of a claim, The Board of Trustees will mail a notice of the offense to the following individuals.
 - (A) Owners of the Unit.
 - (B) Renter of the Unit (if applicable).

15. APPEAL PROCESS:

In the event an offense occurs that is subject to a fine, The unit owner should call the Board of Trustees to be placed on the agenda. At that time the owner will be permitted to explain or illustrate why he or she should not be fined for the offense. If the owner fails to appear at the meeting, the fine will stand as levied. If a fine becomes permanent, owner will be given thirty (30) days in which to pay. If a fine remains unpaid after the thirty (30) day period, the Board will take appropriate steps to collect the debt.

16. GENERAL PROVISIONS:

A Failure of the Association, the Board of Trustees or any person to enforce any provision of these Rules and Regulations shall in no event be deemed to be a waiver of the right to do so thereafter.

B. The provisions of these Rules and Regulations shall be deemed to be independent and severable, and the invalidity of any one or more of the provisions hereof. Or any portion thereof, by judgment or decree of any court of competent jurisdiction, shall in no way affect the validity or the ability of enforcement of the remaining provisions, which shall remain in full force and effect.

C. Unless the context provides or requires to the contrary, the use of the singular therein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include all genders.

D. The captions in sections are inserted herein only as a matter of convenience and reference, and are in no way to be construed so as to define, limit or otherwise describe the scope of these Rules and Regulations or intent of any provision hereof.

These rules and regulations are not meant to replace the declaration of covenants for The Oaks, but to be used in conjunction with said covenants, if there is a conflict between rules and covenants. The covenants shall prevail.

M. R. Arbshay

Matthew R. Arbshay

Trustee

WILLIAM E PITT

William E Pitt

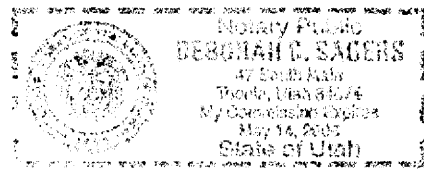
TRUSTEE

Carl D. Kerbit

Trustee

Subscribed and sworn before me this
16th day May, 2003

Deborah Sagers



THE OAKS AT DEER HOLLOW, PHASE I, Planned Unit Development,
According to the official subdivision plat map thereof on file in the office of
the County Recorder, Tooele County, State of Utah, but excepting therefrom
those lots identified as Numbers 1 through 44 inclusive to the official plat
map.

And which is more particularly described as:

BEGINNING AT A POINT WHICH LIES S01°02'05"W, ALONG THE SECTION LINE 16.50 FEET FROM THE NORTHEAST CORNER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE S01°02'05"W ALONG THE SECTION 741.25 FEET; THENCE N77°53'24"W, 17.02 FEET; THENCE S37°30'05"W, 173.87 FEET TO A POINT ON A 280.00 FOOT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS S37°30'05"W; THENCE ALONG THE ARC OF SAID CURVE 167.49 FEET, THROUGH A CENTRAL ANGLE OF 34°16'24"; THENCE N03°13'40"E, 135.00 FEET; THENCE N34°32'24"W, 260.35 FEET TO THE SOUTHEASTERLY CORNER OF LOT 18, DEER HOLLOW SUBDIVISION PHASE I; THENCE N19°50'51"W ALONG THE EASTERLY LINE OF SAID SUBDIVISION, 82.64 FEET; THENCE N01°19'34"W ALONG SAID SUBDIVISION LINE, 73.22 FEET; THENCE N45°08'32"W ALONG SAID SUBDIVISION LINE, 43.44 FEET; THENCE S89°51'28"W ALONG SAID SUBDIVISION LINE, 100.00 FEET; THENCE N00°08'32"W ALONG SAID SUBDIVISION LINE, 245.51 FEET TO THE POINT OF CURVE OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT, RADIUS POINT BEARS N89°51'28"E; THENCE ALONG THE ARC OF SAID CURVE AND SAID SUBDIVISION LINE 23.51 FEET, THROUGH A CENTRAL ANGLE OF 89°48'00"; THENCE N00°20'32"W ALONG SAID SUBDIVISION LINE, 23.50 FEET; THENCE N89°39'28"E, 576.98 FEET TO THE POINT OF BEGINNING.

CONTAINS: 8.286, ACRES MORE OR LESS