

Deer Haven Owners Association

GENERAL RULES

Effective as of October 5, 2025

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. 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 Deer Haven CC&Rs. A copy of the Deer Haven CC&Rs is available on the Deer Haven 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, motorcycles, and ATVs, 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. **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.
- D. **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 should be designed and located in a way that maintains the appearance of a single residence from the street. (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)

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

F. **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, other off-street parking, or parking on public streets in compliance with Eagle Mountain City ordinances (especially between November 1 and March 15 of the following year for snow removal). Parking on the lawn is prohibited. Nothing should be parked to block access to any Lot or to create an obstacle. 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)

G. **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 ("ARC"). 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)

- H. **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)
- I. **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. (See CC&R's Section 8.16)
- J. **SIGNS/ADVERTISING:** A "For Sale" sign no larger than 3' x 2' is permitted on a Lot during the time the Lot is actively for sale and must be removed as soon as the Lot is not actively for sale. One (1) political sign (defined as a sign that advocates for (i) the election or defeat of a candidate for public office or (ii) the approval or defeat of a ballot proposition) per candidate and/or ballot proposition that is no larger than 3' x 2' is allowed on a Lot beginning thirty (30) days before the election and must be removed two (2) days after the election. All other signs may only be erected or maintained in the Project with the prior approval of the Board. All signs must be placed in accordance with local City sign ordinances that are in effect. (See CC&R's Section 8.7)
- K. **FLAGS:** An American Flag and one (1) additional flag may be displayed on a Lot or attached to a Living Unit. The additional flag may not exceed 3' x 5' and may not contain obscene, profane, or commercial content. All flags must be attached to a flagpole and must be kept in good repair.
- L. **AERIALS, ANTENNAS, AND SATELLITE DISHES:** Aerials, antennas and satellite dishes, greater than 1 meter in diameter, are prohibited. Only one (1) is allowed unless given approval from the Board. None of these are allowed on the front roof or elevation of any Living Unit. HAM radio antennas may be allowed, provided that the location and size are approved by the ARC.
- 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, barbeques, 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 Living Unit. No stickers or non-holiday decoration are permitted in windows 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. Owner 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 Living Units 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.) on the Lot of another.
 - d. Each Owner of pets and animals shall be financially responsible and liable for any damage caused by said Owner's pets and animals.
 - e. Each Owner of pets and animals shall comply with all applicable city and county ordinances.
- T. **OWNER MAINTENANCE RESPONSIBILITIES:** Owners shall maintain, repair, and replace their Lots, Living Units, and all improvements thereon, including landscaping. The same shall be kept in good repair. Owners and residents shall perform snow removal on all walkways, driveways, and sidewalks located on or adjacent to their Lots. (See CC&R's 5.2).
- U. **CONSERVATION EASEMENT:** Lots 103-110 in Deer Haven are subject to a recorded Conservation Easement. The Owners and tenants of such Lots shall ensure the use of such Lots complies with all terms and restrictions contained in the Conservation Easement.

2. COMPLAINTS:

In order to promote a harmonious community and provide a peaceful and quiet environment for all Owners 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.

3. 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 Deer Haven Owners Association. Owners and residents are bound by all governing documents, including but not limited to the General Rules, Design Guidelines, Bylaws, and the CC&Rs. 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 thirty (30) 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.

4. RULES AND REGULATION CHANGES:

These rules and regulation have been adopted by the Board of Directors for the protection of each Owner, resident and guest. Any suggested changes to the rules and regulations may be proposed to the Board.

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

Scot Hazard

President

Deer Haven Owners Association

Date: 09 / 05 / 2025