
**RULES AND REGULATIONS
OF THE
PEAK VIEW SUBDIVISION**

In accordance with Section 6.4 and 7.3(m) of the Declaration of Protective Covenants, Conditions and Restrictions for the Peak View Subdivision Phase 1 (the “Declaration”). The Declarant hereby establishes the following Rules and Regulations (Collectively the “Association Rules” or individually a “Rule”) for the Subdivision effective this 1st day of June, 2021. Except as otherwise provided herein or as may be required by the context, all capitalized terms used herein shall have the same meaning and effect as used and defined in the Declaration.

1. **General.** The Subdivision shall be used only for purposes consistent with the Governing Documents of the same.
2. **Restricted Activities.** Unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board, the following activities are prohibited within the Subdivision:
 - a. Parking of any kind on a Lot other than on designated driveways and in enclosed garages, parking of any kind, for any period of time, on any portion of an alleyway, parking any equipment, equipment trailers, commercial vehicles over 1 ton, golf carts, stored vehicles, or inoperable vehicles on public or private streets or thoroughfares, on any Lot or in places other than enclosed garages, and the parking of recreational vehicles, mobile homes, boats and other watercraft, and trailers on any Lot other than enclosed garages; provided, construction, service, and delivery vehicles shall be exempt from this provision during normal business hours for such period of time as is reasonable necessary to provide service to make a delivery to a Lot or the Common Area, and recreational vehicles, mobile homes, boats and other watercraft and trailers may be parked in driveways or on public or private streets or thoroughfares for no longer that twenty-four hours in any four-day period for the purpose of loading and unloading of the recreational vehicle;
 - b. Raising, breeding, or keeping animals except that the number of dogs, cats, or other usual and common household pets that may be permitted in a Lot is limited to two (2) per species over the age of 4 months. Notwithstanding anything to the contrary, Owners may keep chickens for non-commercial purposes in a number allowed by law. However, those pets which an Owner or resident permits to roam free, or, in the Board's sole discretion, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Lots shall be removed upon the Board's request. If the pet owner fails to honor such request, the Board may seek assistance from municipal authorities to remove the pet. Dogs shall be kept on a leash or otherwise confined in a manner acceptable to the Board whenever outside the dwelling. Pets shall be registered, licensed and inoculated as required by law;

- c. Any unauthorized activity that emits foul or obnoxious odors outside the Lot or creates noise or other conditions that tend to disturb the peace or threaten the safety of the occupants of other Lots;
- d. Any activity that violates local, state or federal laws or regulations; however, the Board shall have no obligation to take enforcement action in the event of a violation;
- e. Pursuit of hobbies or other activities that tend to cause an unclean, unhealthy or untidy condition to exist outside of enclosed structures on the Lot;
- f. Any noxious or offensive activity that in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance or nuisance to persons using the Common Area or to the occupants of other Lots;
- g. Outside burning of trash, leaves, debris, or other materials;
- h. Unauthorized use or discharge of any radio, loudspeaker, horn, whistle, bell or other sound device so as to be audible to occupants of other Lots, except alarm devices used exclusively for security purposes;
- i. Unauthorized use and discharge of firearms or fireworks;
- j. Accumulation of rubbish, trash or garbage except between regular garbage pickups and then only in approved containers;
- k. Discharge or brandishing of firearms provided, the Board shall have no obligation to take action to prevent or stop such discharge;
- l. On-site storage of fuel, except that a reasonable amount of fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment and the Association shall be permitted to store fuel for the operation of maintenance vehicles, generators and similar equipment;
- m. Any activities that materially disturb or destroy the vegetation, wildlife, wetlands or air quality within the Subdivision or that use excessive amounts of water or that result in unreasonable levels of sound or light pollution;
- n. Conversion of any carport or garage to finished space for use as an apartment or other integral part of the living area
- o. Any modification of anything, permanently or temporarily, on the outside portions of the Lot, whether such portion is improved or unimproved, except in strict compliance with the provisions of the Governing Documents. This shall include, without limitation, signs, and swing sets and similar sports and play equipment; clotheslines; garbage cans; woodpiles; sheds, greenhouses, above- ground

swimming pools; docks, piers and similar structures; hedges, walls, dog runs, animal pens or fences of any kind; and satellite dishes and antennas, except that:

- i. an antenna designed to receive direct broadcast satellite services, including direct-to-home satellite services, that is one meter or less in diameter; or
- ii. an antenna designed to receive video programming services via multipoint distribution services, including multi-channel multipoint distribution services, instructional television services and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or
- iii. an antenna that is designed to receive television broadcast signals; (collectively, "Permitted Antennas") shall be permitted on Lots, subject to such reasonable requirements as to location and screening as may be set forth in the Design Guidelines, consistent with applicable law, in order to minimize obtrusiveness as viewed from streets and adjacent property. The Founder and/or the Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna, cable or other communication system for the benefit of the Subdivision, should any master system or systems be utilized by the Association and require such exterior apparatus.

An unapproved modification, otherwise restricted by this subsection, may receive approval if:

- i. the unapproved modification (1) is over five years old, (2) the Owner has documentary evidence (photos, invoices, etc.) that the modification is over five years old, and (3) the unapproved modification would have been approvable at the time it was installed; or
- ii. a subsequent purchaser of the Lot on which the unapproved modification was made (1) had requested, prior to closing on the Lot, a property inspection by the management of the Subdivision, (2) had closed on a Lot in reliance on the property inspection wherein the management of the Subdivision did not discover the unapproved modification prior to closing on the Lot, and (3) the modification is compliant with local regulations at the time of installation.

If the Owner cannot provide documentary evidence that an unapproved modification is over five years old, the Owner may submit the modification to the Subdivision's Architectural Control Committee for approval, as if it was a new request. The request will then follow the same guidelines and procedures outlined in the Governing Documents. This clause does not apply to unapproved modifications that have been previously denied by the review process. This clause does not limit the application of the Governing Documents to any unapproved modification, nor does this clause limit the Reviewer's discretion to approve or disapprove a modification. Neither management of the Subdivision, nor the Association are responsible to ensure compliance with state or local laws. The burden to demonstrate that an

unapproved modification under this clause should receive approval is on the party seeking approval for the unapproved modifications.

- p. Unauthorized use of a Drone within the Subdivision is expressly prohibited; and
- q. Discussing or communicating with any person or entity (other than the Declarant, the duly appointed Manager of the Association, or the General Contractor) or otherwise posting online, any matter regarding the Subdivision or the Association (potential, present, or resolved) that could have a detrimental impact on the financial value of individual homes, the Association, or the Subdivision, is expressly prohibited. If such an issue exists, the aggrieved party shall communicate the grievance to (i) the Manager of the Association for issues regarding the general welfare of the Subdivision, or (ii) the General Contractor for all issues related to build quality and any potential warranty claims.

3. **Prohibited Conditions.** The following shall be prohibited within the Subdivision.

- a. Plants, animals, devices or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the Subdivision;
- b. Structures, equipment or other items on the exterior portions of a Lot which have become rusty, dilapidated or otherwise fallen into disrepair; and
- c. Permanent basketball goals, portable basketball goals, basketball standards or backboards which are or would be visible from any street or Common Area; provided, permanent basketball goals may be placed on a Lot without prior approval of the Board, but may only be placed or installed on the garage of a Lot so that it is not visible from the street. Freestanding pole-mounted or portable backboards, whether permanent or sleeve-set, shall be prohibited on the Lot; provided, freestanding pole-mounted or portable backboards may be placed on a Lot, if placed more than 30 feet from the curb adjacent to the front yard of the Lot and to the side yard of a Lots located at the intersection of two streets or alleys.

4. **Fines.** Failure to adhere to any of the Association Rules will result in the offending Owner receiving a written warning regarding the same. If the offending owner does not resolve the issue, or continues to violate the Association Rules, the Association may fine such Owner one-hundred dollars (\$100) per day or per occurrence (whichever is greater) until the issue is thereby resolved in a manner acceptable to the Association, in the Association's sole discretion.

[Signature Page Follows]

DATED effective as of the date first mentioned above.

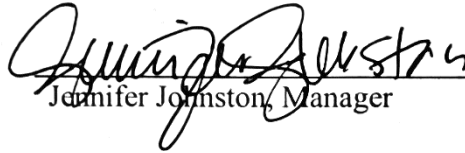
DECLARANT:

PEAK VIEW DEVELOPMENT LLC
a Utah limited liability company

BY: BLACK SHEEP DEVELOPMENT COMPANY LLC
a Utah limited liability company, Manager



Terill Johnston, Manager



Jennifer Johnston, Manager