Rules and Regulations of Bridgestone HOA 2021

Fines may be assessed for violations of the following:

I. Definitions:

- **Unit**—Any Lot with a dwelling and physically enclosed space upon it.
- **Exterior**—Outer building brick and stucco, roofs, drains and downspouts of Units but not cement, faucets, air conditioners, windows, or roof apparatus such as solar panels or satellite dishes.
- **Common Area**—All grounds, including grass and flower beds around buildings, are the property of the Home Owners Association. No property is individually owned. The clubhouse, streets and common walkways are considered Common Area. Porches and stairs are not Common Ground.
- **Limited Common Areas**-- Area that services all occupants in a building, such as underground garages or building hallways but not the community as a whole.
- **Rental Limits**--40% or less of the Bridgestone units are allowed to be rented at one time. Units may not be sold as rentals. Owners must live in Units for at least two years and may not rent out their unit until the two-year residency requirement is fulfilled. The HOA must approve all prospective rentals.
- **Owner**—The loan or title holder registered and recognized by the state. All Owners are members of the Bridgestone Home Owners Association (HOA). Owners are liable for assessments for projects, repairs, damage, or fines pertaining to the owned Unit as determined by the HOA.
- **Rental Owner**--An Owner who has fulfilled the two-year residency rule and is approved by the Board.
- **Occupants**—Any person, other than the Owner, living in the residence such as family members, lessee's, or renters. Occupants are bound by the Governing Documents and shall be liable for any fines.
- **Two-year Residency Rule**—All new Owners must occupy a purchased Unit for no less than two years before applying for Rental Status to the HOA Board.

II. Management of Sales and Rental Limits:

Rental Owners must:

1. Provide occupants with all Governing Documents.
2. Assure that occupants abide by all regulations.
3. Provide the HOA with Owner information including name, home address, phone number and email.
4. Provide the HOA with a copy of each new lease agreement, including occupant address, email, phone number and number and type of vehicles within one month of occupancy.

HOA Board must:

5. Oversee Advanced Community Services (ACS) who is responsible to record documentation of sales and rental transactions. ACS will maintain an up-to-date list of owners and lessee's which includes mailing addresses, with personal information, and contracts and changes as they occur.
6. Monitor sales and rentals through neighborhood observation/interaction and keep generated by ACS.
7. Approve/deny applications to lease property dependent on 40% limit and owner status.
8. Field questions and inquiries pertaining to rental limits.

III. Maintenance, Care and Use of Bridgestone

A. Use of Units:

1. Units may only be used as single-family dwellings for residential purposes.

2. All Units must maintain the decorative dignity of the Bridgestone community and preserve the traditional setting of the development.
    a. Each unit exterior must be clean and void of excessive decoration.
    b. Storage or clutter on decks and porches is prohibited.
    c. Adding porches, decks, patios, pet runs, decorative tiles, or pavers is not permitted.
    d. Bushes, trees, or structures may not be added to the exterior.
3. Interior construction must be approved by the HOA Board prior to beginning a project.
4. Exterior attachments (solar panels, antennae, satellite dishes, lights, flagpoles, etc.) cannot be installed without prior approval from the HOA Board. The cost of installation, maintenance and repair must be assumed by the owner. Only licensed technicians may climb on the roof of any Bridgestone Unit.
5. No outdoor, free standing signs of any kind are allowed (including business or political). One "For Sale/Rent" sign can be displayed in the window of a unit but cannot exceed 24" by 24."
6. It is unlawful to discharge firearms, or any instrument capable of bodily harm (BB or pellet guns, bow and arrow, blow gun, wrist rocket, etc.) within Bridgestone or the city limits. Non-stationary fireworks are not allowed in any area of Bridgestone. Explosive or caustic substances are not allowed in Units or any Common Area. Cedar Hills city code 5-3-2

B. Use of Garages:

1. All common garages are under the direction/control of the HOA Board. Limited personal storage is allowed but must never impede the ability to park two vehicles.
2. Private garages are only to be used for parking and not to store products, conduct business or for excessive storage.
3. No vehicles are allowed to park in driveways for longer than 48 hours.
4. Bridgestone is not responsible or liable for any vehicle or stored item in the garage.
5. Storage of flammable materials is strictly prohibited, with the exception of a limited amount of commercially bottled gas for camp stoves, heaters and grills which comply with the codes Cedar Hills and the State of Utah (1997 UFC 7902.5).
6. Items that attract rodents/pests must not be stored in the garage.
7. Garages must be orderly. Leaks must be contained; material must be put under the car to prevent fluid from permanent, spreading stains. For those units with common garages, vehicles must not impede other residents being able to pull in or out of the garage.
8. Complex repairs on motor vehicles of any type are not allowed in the garage or driveway.
9. The garage may not be used to store an inoperable vehicle or one needing extensive repairs.
10. All garage doors must be closed except when in immediate use. Man-doors must be locked.

C. Care, Maintenance and Repair of Units:

1. Maintenance and repair of Units will be made at the owner's expense for the interior and Limited Common Area defined as, but not limited to storm doors, windows and window wells, patios/decks, railings, porches/stairs, air conditioners, including connections and pad, personal storage and individual garage parking areas.
2. The HOA is responsible to maintain Common Areas for landscaping, clubhouse, walkways, and building exteriors in keeping with the Matrix of the CC&R's.
3. The HOA is not responsible or liable for builder errors.

4. If damage to a Limited Common Area or Unit interior is due to faulty exterior maintenance or materials (sprinklers, downspouts, or leaking roofs) the malfunctioning part will be repaired by the HOA.
    a. Interior damage (including water) is the responsibility of the owner, no matter the cause, and will normally be covered by personal insurance. (Owner's personal insurance should have no less than a $10,000 deductible).
    b. The Bridgestone general insurance deductible is $10,000. Personal insurance seldom covers flood damage from natural occurrences (rain) but will cover damage from leaks within the interior. Bridgestone does not cover flood damage but has limited earthquake coverage.
    c. Soil settling of steps, porches, railings and private sidewalks and driveways is considered normal wear and tear. The resulting damage will not be repaired or paid for by the HOA.

D. <u>Use of Common Areas</u>

1. Common areas are for the enjoyment of the community. In the case of rental owners and tenants, one or the other has the right to use common areas, but not both. Most owners relinquish their rights to renters.
2. Recreational items used in common areas must be removed after each use and cannot interfere with sprinkling systems or landscaping. Trees cannot be climbed on or used for hammocks, swings or as connectors for game nets.
3. The Bridgestone clubhouse, including the grounds, must be reserved, but can be used free of charge, for social events (but not for business purposes). A resident must be onsite at all times. One major holiday can be reserved per unit, per year, on a first come, first-serve basis. Children must always be supervised, and the facility must be fully cleaned—inside and out--after an event. The flower garden wall behind the building is not to be climbed on.
4. Bridgestone has three retention ponds (property of Cedar Hills) to prevent flash-flooding. The ponds are not to be used as play areas at any time. The ponds are located in the overflow area south of the last Bridgestone Dr. building; at the southeast corner behind the clubhouse beyond the large pine trees (not directly behind the clubhouse); and on the west side of 4500 between old Bridgestone south of Perry.
5. Bikes or motorized vehicles cannot be ridden on grass. Riders must abide by safety laws, (speed limits, intersections, and riding on the correct side of the street).

E. <u>Animal Regulations:</u>

1. No more than two indoor animals can live in a Unit at any time. Exotic pets are not allowed.
2. Animals must be licensed by the city of Cedar Hills.
3. Animals are prohibited from running at large; they must be under supervision and kept on a leash when they are outside.
4. Owners <u>MUST</u> clean up animal waste at the time it is deposited-- or risk steep fines.

F. <u>Parking Rules</u>

1. Residents must park in the allotted spaces in their garages, or in rare exceptions in their driveways. Limited parking is exclusively designated for guests.
2. Parking on private or public roadways is limited to 48 hours, per city ordinance.
3. Warnings will be issued to violators of parking regulations. If infractions continue, owners, including those who rent out Units, are responsible and will be fined or possibly towed. The HOA Board will determine the fine amount. Billing and payment will be through ACS. If the owner of a vehicle in violation cannot be determined, the vehicle will be towed.

4. If no extra residential parking is available, as determined by the Board, vehicles must be stored off-site.
5. No large vehicles, machinery, trailers, boats or recreational vehicles shall be parked, or maintained on the street or in the driveway in front of a Unit overnight except for construction or repair vehicles during the period of construction.
6. Recreational/work vehicles must be parked in Bridgestone's designated RV parking and shall never be used as a temporary or permanent dwelling. All such vehicles must be registered with the HOA Board. If there is not room in the RV parking area, the request will be placed on a yearly rotation and owners will be notified when a spot is open. Until a space is available, vehicles must be parked off-site.
7. Vehicles may never be parked or maintained on any undeveloped area in Bridgestone.

G. Care and Maintenance of Landscaping

1. All land adjoining Bridgestone buildings is common HOA property (owned by all residents, not individuals). With the help of landscaping vendors, the HOA Board oversees landscaping care and maintenance of all grassy areas, sprinkling systems and trees, shrubs, and original plants in flower beds.
2. Hammocks, swings, decorative or recreational items cannot be used on Bridgestone common area, including trees, shrubs or plants.
3. No shrubs, trees, bushes, or plant of any kind can be planted in the grassy area. Residents may add a limited number of flowers (but not shrubs or trees) to the flower beds, but only as many as the sprinkling system can cover. Many beds have drip systems which are designed to water specific plants. Additional sprinklers will not be provided, but owners may hand water at any time. Thorny plants such as roses are prohibited. If sprinklers are damaged when items are added to the flower beds, the repair will be at the expense of the owner.
4. The use of artificial flowers, plants, shrubs, or trees is not allowed.
5. Changing or adjusting automatic sprinkler clock settings or sprinkler heads is strictly prohibited.
6. Pest control is handled by the HOA.

H. Dumping, Garbage and Storage

1. No rubbish, ashes, scrap, building materials, storage containers or inoperative vehicles are allowed on any portion of any lot or in any Common Area garages.
2. All waste must be stored in city provided trash containers with no more than two per Unit.
3. Trash containers must be kept clean and stored in garages except on the trash pickup day.

I. Grievances or Neighbor Concerns

1. Individual HOA board members, including the president, do not have the authority to make independent decisions regarding formal complaints nor do they have the right to stipulate any Board action without approval from the entire Board.
2. Fines will be assessed according to the Fine Resolutions as set forth by the HOA.
3. Residents are expected to resolve private differences with neighbors. All formal complaints, including neighborhood disputes or issues regarding repairs or operations of Bridgestone, must be submitted in writing to the Action Items on the website: https://bridgestone.hoa.emphoa.com. All decisions regarding formal complaints will be made by the consensus of the HOA Board.