RESOLUTION OF
THE SUNSET HILLS ESTATES HOMEOWNERS ASSOCIATION
BOARD OF DIRECTORS
PARKING POLICY

WHEREAS, the Board of Directors (“Board”) of the Sunset Hills Estates Homeowners Association (“Association”) desires to formally adopt a uniform policy regarding Parking within the Project consistent with the provisions of the Associations Declaration of Covenants Conditions and Restrictions (“CC&Rs”) on record with the Salt Lake County Recorder as entry number 10715287 and other governing documents;

WHEREAS, members of the Association have inquired regarding the Association’s authority to enforce rules and regulations related to parking and towing;

WHEREAS, Section 3.2 of the CC&Rs establishes that the affairs of the Association shall be conducted by the Board.

WHEREAS, Section 5.1 of the CC&Rs authorizes the Association to manage Common Areas and Open Space within the Project, which Common Area includes the private roads;

WHEREAS, Section 5.3 of the CC&Rs authorizes the Board to adopt resolutions and make findings regarding the Owners proper use of the property, and to take any necessary action to enforce the same;

WHEREAS, Section 10.1 of the CC&Rs authorizes the Board with the exclusive right to construe and interpret the provisions thereof;

WHEREAS, Sections 6.2 and 10.4 of the CC&Rs authorize the Board to enforce its provisions and to adopt and enforce rules and regulations consistent with the CC&Rs;

WHEREAS, Section 8.10 of the CC&Rs clearly and plainly prohibits vehicles from parking on any street location within the Property, except for brief visitor parking; and, restricts overnight parking of vehicles to driveways;

WHEREAS, Section 8.23 of the CC&Rs outlines additional parking restrictions on and around owner Lots;

WHEREAS, the Board desires to fulfill its responsibility to fairly and reasonably enforce the provisions of the CC&Rs, including provisions related to parking;

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NOW THEREFORE BE IT RESOLVED that the Association hereby establishes and adopts the following rules and regulations to be observed with respect to Parking within the Project:

Parking Restrictions

1. Parking on private roadways and streets within the Project Boundaries is prohibited, except as follows:

   a. Temporary guest and visitor parking is allowed on private roadways or streets within the Project boundaries, and such parking shall not exceed 24 hours of continuous parking.

   b. Residents may temporarily park on the private roadways or streets within the Project boundaries as is reasonably necessary to (i) perform regular cleaning, maintenance, and upkeep of their home and lots; (ii) to allow residents to move-in or move-out; (iii) to load or unload a trailer, camper, or recreational vehicle, or (iv) under special circumstances as approved by the Board;

   c. The Board may approve temporary overnight street parking under special circumstances, including, without limitation, overnight parking of a trailer, camper or recreation vehicle in advance of a resident leaving town and to facilitate move-ins and move-outs of new residents.

2. No vehicles shall be parked on private roadways or streets within the Project boundaries while there is an accumulation of snow or ice of one inch or more on the roadway.

3. The prohibitions in this resolution apply to all vehicles, including but not limited to, automobiles, trucks, buses, tractors, camping vehicles, boats, bus trailers, snowmobiles, mobile homes, two, three or four wheeled motor vehicles, or other wheeled vehicles.

4. Except as authorized by the Board, overnight parking of passenger vehicles is confined to driveways appurtenant to a Lot or consistent with the provisions of 8.23 of the CC&Rs.

5. Vehicles parked in driveways may not extend into the street or onto any landscaped area.
6. Vehicles that are inoperable, unregistered, or in extreme disrepair as reasonably determined by the Board shall not be abandoned or remain parked in any location visible from anywhere within the Project.

**Rules Enforcement Process**

1. **Complaint.** A resident may file a written complaint with the Board or Association manager regarding a violation of this Resolution.

2. **Investigation.** After receiving a complaint, the Board or Association manager may investigate the complaint and determine if it is valid. If the Board or Association manager witnesses a violation they may proceed to #3 below.

3. **Violation and Notice.** If the Board believes that a violation has occurred or is continuing to occur, the Board shall send notice of the violation to the responsible Owner, Renter, Guest, and/or Visitor. The notice will provide that the Board may assess fines if: (1) the violation is repeated within the next 1-year period of time, or (2) a continuing violation is not cured. If the violation is a continuing violation, then the notice shall give the Owner at least 48 hours to cure the violation.

4. **Fines.** The Board may impose fines for violations of this Resolution. Fines for the first violation shall be $25. If the violation is repeated anytime within the next 1-year period of time or if the violation is not cured or ceased within the time specified in the notice described in paragraph 3, a second fine may be levied in an amount not to exceed $100. The board may levy a fine in an amount not to exceed $300 for any third or subsequent violation. For continuing violations remaining uncured, fines may continue to be levied as provided herein or as directed in the notice from the Association, but no more frequently than every 10 days.

5. **Towing.** In addition to, or in instead of, any other enforcement remedy or provision set forth in this Resolution, the Association may cause a vehicle in violation of the provisions of this Resolution to be towed or otherwise removed from the premises at any time, with or without notice, and may assess the expense of such removal to the respective Owner.

   a. The Board may contract with a towing business to remove any vehicle in violation of these Rules and Regulations. Such
towing business shall be certified and licensed pursuant to all relevant state and local laws and regulations.

b. The costs of towing and impoundment shall be the personal obligation of the vehicle owner or possessor of the vehicle. If the vehicle owner or possessor of the vehicle is a Guest of an Owner, such costs shall also be the personal obligation of such Owner. If the Owner does not reimburse the costs of towing and impoundment and any other parking fines imposed by the Association for violation of the parking rules upon demand by the Association, then such costs shall be an assessment lien on the property.

6. **Hearing.** The responsible Owner has the right to request an informal hearing with the Board within thirty (30) days from the date the notice is provided to the Owner stating that a fine has been assessed by the Association. If requested, the Owner may present testimony or evidence regarding the violation at the next Board meeting.

**Repeat Violations**

As provided above, the Board may impose fines outlined above if the violation is repeated anytime within the next 1-year period of time. Owners who repeat any violation during this time period are not entitled to an additional hearing, regardless of whether or not the Owner participated in a hearing as a result of the first violation. For such repeat violations, the Board may automatically begin fines as outlined above.

**Continuous Violations**

As provided above, for continuing violations remaining uncured at the deadline provided in the notice or as provided herein, fines may continue to be levied as directed in the notice or as provided herein, but no more frequently than every 10 days.

**Other Legal Remedies**

1. **Board Actions.** In addition to levying fines, action by the Board may include, but need not be limited to:

   a. Seeking injunctive or declaratory relief action against any alleged offending Owner, Guest, or other occupant of the Owner’s Unit; and/or;
b. Taking immediate legal action, as the Board finds reasonably necessary, to stop conduct which it determines is in violation of the Declaration, Bylaws, Rules and Regulations or applicable state or federal law.

**Owner Responsibility for Tenants, Guests, Invitees, etc.**

Owners shall be responsible for the conduct of and the violations of any renter, tenant, invitee, guest, or family member who violates any portion of the Declaration, Bylaws, or these Rules and Regulations, including but not limited to, paying all fines or costs imposed by the Association as a result of the renter, tenant, invitee, guest, or family member’s actions or behavior. All renters and tenants are jointly and severally liable for violations and resulting fines or costs.

**BE IT FURTHER RESOLVED** that:

1. The foregoing Rules and Regulations are adopted by the Board of Directors.

2. A copy of these Rules and Regulations will be sent to each Owner at the address shown in the records of the Association.

3. Each Owner and/or occupant of a Lot shall be responsible for notifying any household member, renter, guest, or other visitor of the restrictions, limitations, and prohibitions contained above.

Date: ________________________________

ATTEST:

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Board of Directors
Sunset Hills Estates Homeowners Association

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Board of Directors
Sunset Hills Estates Homeowners Association

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