



MARCELLA

LANDING AT DEER VALLEY

## **MARCELLA LANDING TOWNHOMES**

### **Rules & Regulations**

September 25, 2024

## **PREAMBLE**

These rules and regulations (“Rules”) have been adopted by the Declarant or the Marcella Landing Townhomes Association Inc., a Utah nonprofit corporation (the “Association”), as contemplated and in accordance with the Declaration of Covenants, Conditions, Restrictions, and Easements for Marcella Landing, recorded in the official land records of the Wasatch County Recorder, State of Utah, as amended (the “Declaration”), the Bylaws of the Association, dated September 10, 2024, as amended (the “Bylaws”), and the Utah Condominium Ownership Act, UTAH CODE ANN. § 57-8-101, *et seq.*, as amended (the “Act”). These Rules are part of the overall Project Documents and may be amended, modified, updated, replaced, and applied from time-to-time in accordance with the terms and conditions of the Declaration, the Bylaws, and the Act. To the maximum extent permitted under the Act, these Rules may be amended exclusively by the Declarant (during the Declarant’s Period of Control) without the requirement of a vote of the Association or the Owners. These Rules are intended to be part of the overall governance of the Units, Commercial Lots, and other applicable areas within the mixed-use commercial and residential project commonly referred to as “Marcella Landing” (the “Project”) and are intended to supplement the respective obligations of the Owners, Occupants, and Permittees provided in the Declaration, the Bylaws, and the Act.

All Owners, Occupants, Permittees, and other applicable third-parties using or occupying the Units, Commercial Lots, or having any rights, title, or interests in the Project are bound by these Rules and by all standards of reasonable conduct whether covered by these Rules or not. Declarant and the Association have the full authority and responsibility of enforcing these Rules. Capitalized terms used in these Rules have the same meanings given to them in the Declaration, except as expressly otherwise provided in these Rules. If inconsistent with these Rules, the Declaration and the Bylaws shall prevail, in that order.

In the course of administering or enforcing these Rules, nothing herein shall be construed as in any way limiting the Declarant’s or the Board of Directors’ of the Association discretion, rights, and/or duties under the Declaration, the Bylaws, the Act, or any applicable laws within the State of Utah.

## **RULES AND REGULATIONS**

1) Drapes and Window Coverings. Draperies, shades, and any other interior window coverings installed in a Unit should present a uniform and consistent appearance with the other Units, as determined by the Declarant (during the Declarant’s Period of Control) or the Board of Directors of the Association, in their sole, absolute, and unfettered discretion, from the outside of the Units.

2) Signage. Except as otherwise provided in the Declaration, no signs advertising Units as being “for sale”, “for rent”, or otherwise available for purchase, rent, or use shall be displayed on or within the Project, without the prior written consent of the Declarant (during the Declarant’s Period of Control) or the Board of Directors of the Association, which consent may be withheld or conditioned on purely aesthetic grounds within their sole, absolute, and unfettered discretion.

3) Clothing. No items or articles of clothing (or the like), outdoor clothes lines, or other clothes drying/hanging facilities shall be hung, utilized, or shaken from any doors, windows, decks, balconies, or patios or placed upon the outside windowsills of any Units and any Limited Common Areas and Facilities within the Project, without the prior written consent of the Declarant (during the

Declarant's Period of Control) or the Board of Directors of the Association, which consent may be withheld or conditioned on purely aesthetic grounds within their sole, absolute, and unfettered discretion.

4) Bicycles and Equipment. No bicycles, skis, exercise equipment, toys, or other personal items or articles shall be allowed to stand in or on any decks, balconies, or patios (including, any Limited Common Areas and Facilities within the Project) or on any of the Common Areas and Facilities within the Project, except in specific areas designated by the Declarant (during the Declarant's Period of Control) or the Board of Directors of the Association, if any. Any such designated areas on or within any Limited Common Areas and Facilities shall be kept in a neat and sanitary condition by the respective Owners at all times.

5) Hot Tub and Furniture. It is anticipated that each Unit will initially be provided with and permitted to have a hot tub and certain patio furniture located on a specific portion of the deck, balcony, and/or patio (i.e., the Limited Common Areas and Facilities) applicable to such Unit. Owners may not place or install additional hot tubs, spas, saunas, or the like on the deck, balcony, and/or patio applicable to such Unit, without the prior written consent of the Declarant (during the Declarant's Period of Control) or the Board of Directors of the Association, which consent may be withheld or conditioned on purely aesthetic grounds within their sole, absolute, and unfettered discretion.

6) Decks, Balconies, and Patios; Snow Removal. Loud or unusual noise, music, or other inappropriate activities are prohibited on the decks, balconies, and/or patios (including, any Limited Common Areas and Facilities) within the Project. Snow may not be thrown or shoveled from the decks, balconies, and/or patios (including, any Limited Common Areas and Facilities) within the Project in a manner that would harm or adversely impact any neighboring Units or Buildings.

7) Noises and Disturbances. In addition to those restrictions, requirements, and standards set forth in the Declaration, no Owner shall make or permit any noise or conduct any actions that will disturb or annoy the Owners, Occupants, or Permittees of any other Unit or Commercial Unit within the Project or do or permit anything to be done which will interfere with the rights, comfort, or convenience of other Owners within the Project. In addition, no Owner, Occupant, or Permittee may play upon or suffer to be played upon any musical instrument or operate or suffer to be operated a stereo system or music player, computer, television, radio, or electronic device in the Units or any part of the Project in a manner which causes a material disturbance or annoys other Owners, Occupants, or Permittees.

8) Nuisances. In addition to Section 4.2 of the Declaration, no part of the Project may be used or occupied by any Owners or their respective Occupants or Permittees for any use or activities that are or may become unsafe or hazardous to any person or property within the Project, including, the unlawful or hazardous storage or use of any flammable, combustible, or explosive fluids, materials, chemicals, or substances within a Unit.

9) Access to Unit. The authorized agents of the Declarant (during the Declarant's Period of Control) and the Association, including, each of their agents, employees, contractors, subcontractors, workers, and other authorized personnel (for example, the Manager) may enter any Unit at any reasonable hour of the day for any purposes permitted under the terms of the

Declaration, the Bylaws, the Project Documents, the Act, or as otherwise permitted by law. Except in case of an emergency or as otherwise described in the Declaration, entry by Declarant and/or the Association and its authorized parties will be made by pre-arrangement with the Owner.

10) Roadway Signs. Any and all traffic flow markings and signs within the Project regulating traffic shall be strictly observed by the Owners, Occupants, and/or Permittees of any Unit or Commercial Unit within the Project.

11) Restrictions on Common Areas and Facilities. Except for any playgrounds and designated play areas within the Project, the riding of skateboards, skate shoes, scooters, or rollerblades is prohibited within the Common Areas and Facilities. Bicycles and other permitted recreational equipment must be stored in the Owner's Unit. Any snowboard and/or ski equipment must be stored in the Owners Unit. No snowboarding or skiing equipment is permitted to be stored, left, or placed upon any Common Areas and Facilities.

12) Damage to Common Areas and Facilities. Any damage or disturbance to the Common Areas and Facilities within the Project caused by the action or inaction, willful misconduct, omission, or negligent act or acts of any Owners, Occupants, and/or Permittees of a particular Unit shall be repaired, restored, and/or replaced at the cost and expense of such Owner.

13) Keys and Passcode. The Declarant (during the Declarant's Period of Control), the Association, and the Manager (as selected pursuant to the terms of the Declaration) may retain a physical key and have access to any passcodes to each Unit. No Owner shall change or alter any lock or install a new lock, panel, or passcode on any door leading into the Unit without providing a new physical key and passcode for the use of the Declarant, Association, and Manager.

14) Playground and Designated Play Areas. The Project may have certain playgrounds and other designated areas within the Common Areas and Facilities where Owners, Occupants, and Permittees are permitted to play. Owners and their Occupants and Permittees are responsible for the actions and conduct of any and all children and people under their charge while present in such areas. For safety reasons, children under the age of fourteen (14) must be accompanied at all times by an adult when in the playgrounds and any other designated areas within the Common Areas and Facilities. Any playgrounds and play areas within the Common Areas and Facilities are being made available as a courtesy only and shall be used at all times at the own risk of the Owners, Occupants, and Permittees. Owners, Occupants, and Permittees are not permitted to play in any walkways, stairways, roadways, limited common areas and facilities, or other areas, except for those playground and areas specifically designed and designated for that purpose.