

**AMENDED AND RESTATED  
RULES AND REGULATIONS  
FOR  
PUESTA DEL SOL**

*Effective December 10, 2020*

The Puesta del Sol Master Homeowners Association, Inc. (the “Association”), by and through a unanimous vote of its Board of Directors (the “Board”), pursuant to Utah Code § 57-8a-217, hereby adopts these Amended and Restated Rules and Regulations on December 10, 2020, which shall supersede and replace all those prior rules and regulations, including the Amended and Restated Rules and Regulations dated March 13, 2019; the Architectural Guidelines dated January 1, 2017; June 19, 2015; and March 8, 2000; the First Amendment to the Architectural Guidelines dated March 23, 2015; and the Amended and Restated Rules and Regulations dated March 13, 2019. All such prior rules and regulations and Architectural Guidelines are hereby void and of no further force or effect.

**RECITALS**

A. All Lots in the Puesta del Sol Subdivision are subject to the Master Declaration of Covenants, Conditions and Restrictions of Puesta Del Sol, recorded on March 6, 1997 at Entry No. 439136 in the real property records of Grand County (the “Declaration”);

B. Section 5.3.13 and Article X of the Declaration grants to the Association architectural control over all Improvements constructed in the Puesta del Sol subdivision.

C. Sections 1.26, 1.27, 3.12, and 10.3 allow or require the Association to adopt Rules and Regulations, including Architectural Guidelines, to further govern the use and enjoyment of Lots within the Project and reserve the natural beauty of the Project through a coordinated plan of development, which will enhance the Project by preserving property values and enjoyable living conditions in Puesta del Sol.

D. Section 57-8a-217(2) of the Utah Code requires the Board to (1) give notice to lot owners at least fifteen (15) days before the Board meets to consider an amendment to these Rules and Regulations that the Board is considering said amendment; (2) provide an open forum at the Board meeting giving lot owners an opportunity to be heard at the Board meeting before the Board adopts the amendment; and (3) give a copy of the amendment approved by the Board to the lot owners within fifteen (15) days after the date of the Board meeting.

E. Under Section 57-8a-217, the Board’s adoption of these Amended and Restated Rules and Regulations is subject to the right of the lot owners to disapprove them. These Amended and Restated Rules and Regulations will be disapproved if within sixty (60) days after the date of the Board meeting where they were adopted, there is a vote of disapproval by at least fifty-one percent (51%) of all the allocated voting interests of the lot owners in the Association and the vote is taken at a special meeting called for that purpose by the lot owners under the Declaration, Articles, or Bylaws.

**NOW THEREFORE**, in consideration of the recitals above, the Association hereby adopts the following:

**I. CONSTRUCTION AND REPAINTING GUIDELINES**

1. Improvement. As used herein, “Improvement” shall mean any Dwelling, Garage, Building, Accessory Yard Structure, and plants and landscaping of every kind. “Improvement” shall also mean any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow or surface or subsurface water from upon, under or across any portion of the Project. “Improvement” shall also mean any utility line, conduit, pipe or other related facility or equipment.

2. Dwelling. As used herein, “Dwelling” shall mean a residential dwelling unit together with garages and/or other attached structures on the same lot.

3. Accessory Yard Structure. As used herein, “Accessory Yard Structure” shall mean any structure subordinate to a Dwelling, including but not limited to poured concrete work, driveways, walkways, porches, patios, decks, sheds, greenhouses, bathhouses, recreational courts, pools, fences, landscaping and decorative walls, poles, signs, antennas, and satellite dishes.

4. Submission of Plans for Improvement and/or New Painting or Staining. Prior to construction or improvement (including painting, staining, or installation of solar panels/collectors or antennae) of any Improvement, or exterior part thereof, the Owner shall submit a written Application Package to the Architectural Control Committee (the “Committee”); provided, however, that if the Committee has approved an exterior paint or stain color in writing before, an Owner may maintain that paint or stain without further application or approval of the Committee. The Application Package shall consist of the following information. Forms are available on Puesta Del Sol’s website at [www.pdsmoab.com/documents/](http://www.pdsmoab.com/documents/).

- a. Owner name and contact, including phone number and email address;
- b. Contractor name and contract information;
- c. Description of the project;
- d. Project timeline;
- e. Application Fee, as set by the Association’s Fee Schedule;
- f. List of all materials and colors to be used, named with specificity to brand, collection, number, and color, as appropriate, for all Improvement(s);

- g. Two (2) complete sets of Construction Plans for any Improvement, which shall include the following, which requirements may be supplemented by the Committee:
  - i. Site plan showing the dimensions and placement of the proposed Improvement(s), together with the dimensions and placement of all planned or existing improvements, such as the driveway, landscaping, and fencing, at a minimum scale of 1/8 inch = 1 foot;
  - ii. Elevation Sketch Plan of the proposed Improvement(s) with exterior renderings from each direction;
  - iii. Floor plan showing total square feet of the Improvement(s), at a minimum scale of 1/4 inch = 1 foot;
  - iv. Exterior lighting plan if not otherwise integrated into the plans required above; and
  - v. Landscaping plan, showing the size, species, and location of all plants, trees, and shrubs;
- h. For any landscaping, including planting, an Application for Approval of Landscaping/Planting Plan, available on the website; and
- i. For any solar panel or solar collector installation, an Application for Solar Panel Installation, available on the website.

5. Determination of Completeness. Within thirty (30) days of an Owner's initial submission of the Application Package, the Committee shall either a) approve the project with conditions, as appropriate; b) deny it; or c) provide written notice that the Application Package is incomplete, which determination shall be made in the Committee's sole discretion and request additional plans or specifications. An Application Package shall not be deemed submitted until complete. Upon approval of the plans, one set of Construction Plans shall be returned to the Owner and the other set shall be retained by the Committee as a permanent record.

6. Refundable Deposit. Approval of any application for New Construction, which means new Dwellings, Landscaping, Fencing, or Accessory Yard Structures, shall be conditional on a refundable deposit of \$500 paid by Owner no later than two weeks after the Committee provides Owner written Notice of Approval and prior to commencement of any New Construction. The Deposit shall ensure Owner's compliance with the Construction Plans, as approved. The Committee shall return the Deposit to Owner upon completion of the New Construction, so long as the Committee determines, in its sole discretion, that Owner has not substantially deviated from the plans approved

by the Committee. In the event the Refundable Deposit is not paid within two weeks of Notice of Approval, the approval shall lapse. A deposit shall not be required for any Remodels, Additions, or changes requested after the Committee approves an application.

7. Street Protection. For new construction on a vacant lot, Owner shall ensure, immediately upon completion of any dwelling floor slab, that four (4) inches of approved “road base” are placed and compacted at all excavated areas of the driveway shown in the Construction Plans.

8. Street Parking of Construction Vehicles. Vehicles used for Improvements shall not remain parked on any street within the Subdivision for a period longer than twenty-four (24) hours. Trailers shall not be parked on any street and must be parked on the Owner’s lot during construction. Upon obtaining a Certificate of Occupancy, all trailers must be parked in the Owner’s garage or stored behind fencing and screened from view, pursuant to section III.1, below.

9. Compliance with Grand County Code. All Improvements within Puesta del Sol shall also be built in accordance with and permitted under Grand County Code.

10. Construction Timeframes. All construction of Improvements must be completed within eighteen (18) months of the date of the Notice of Approval. Owner’s failure to begin residential construction within eighteen (18) months of purchase shall result in a fine of one thousand five hundred dollars (\$1,500) per year. Extensions shall only be granted as provided in the Master Declaration of Covenants, Conditions, and Restrictions of Puesta Del Sol, section 10.4, dated February 27, 1997.

## II. ARCHITECTURAL GUIDELINES

1. General Design: Low-profile Southwestern, Spanish (Santa Fe), or Western Ranch architectural designs are preferred. All Improvements shall harmonize with the existing Improvements in the Project as well as the surrounding desert and red rock landscape, in design and color.

2. High Quality Residential Nature: To preserve the high quality single-family residential nature of the Project, accessory buildings are prohibited.

3. Exterior Materials: Exterior surfaces and siding shall be limited to brick, stone and stucco. Aluminum, vinyl, wood, log, pressed wood, or other embossed materials are prohibited. All construction shall be comprised of new materials, except that used brick may be used with prior approval of the Committee. The use of aluminum for gutters, down-spouts, soffits, and fascia is permitted.

4. Home Color and Exterior Paint: All exterior colors shall harmonize with the surrounding landscape; provided, however that white and cream colors (excluding window casing) are prohibited. The neighborhood color scheme shall be contrasting amongst properties, meaning that homes that are located adjacent to and across the street

from each other shall have varied color schemes, subject to advanced approval of the Committee.

5. Parapet Color: The color of any parapet shall be uniform on both its outward-facing and inward-facing side.

6. Roof Design: Pitched roofs shall be covered with clay tile, or architectural grade or better asphalt shingles. Flat roofs are permitted if constructed with a perimeter parapet wall having a minimum height of eight (8) inches and a maximum height of forty-eight (48) inches. Construction utilizing a sealed neoprene rubber membrane roofing system is strongly encouraged for any flat roofs.

7. Minimum Square Footage: Residential dwellings shall comply with the following minimum finished square foot Living Area requirements, which shall be calculated exclusive of garages, porches, decks, and basements. "Living Area" shall mean a level having a floor elevation of two (2) feet or less below finish lot grade. A basement does not qualify as Living Area.

- a. One Story Dwelling (Rambler): The minimum main floor square foot Living Area shall not be less than 1,400 square feet.
- b. Two Story Dwelling: The combined Living Area of the two stories shall not be less than 1,800 square feet.
- c. Multi-Level Dwelling: The combined Living Area of the ground level and the adjoining levels (which qualify as Living Area) shall not be less than 1,800 square feet.

8. Garages: Each residence shall have an attached and enclosed garage. Detached garages and open carports are not permitted. Garages shall not have more than three (3) street-facing garage doors. The maximum width for any garage door shall be twenty (20) feet. In no event shall the aggregate width of all street-facing garage doors exceed thirty-two (32) feet. Non-street-facing garage doors are permitted only upon prior written approval of the Architectural Committee. "Garage door" or "garage doors," as used herein, shall not mean man door or man doors.

9. Height Restrictions: The minimum height from finish lot grade for any residence is twelve (12) feet and the maximum height is thirty (30) feet.

10. Fencing: Fences shall be constructed to harmonize with the architecture, design, and materials of the existing Improvements, in both design and materials. Fencing shall comply with the height restrictions and permitting requirements in the Grand County Land Use Code. Chain link and wire fencing is prohibited.

11. Air Conditioning: Air conditioning may be refrigerated or evaporative in nature. Evaporative cooling units are to be mounted on the rear roof areas of pitched roofs as far below the ridge of the roof as possible. The use of low-profile cooling units is encouraged.

12. Landscaping: The front and side yard area of each Lot must be landscaped within one (1) year from the time the residence is occupied, or the issuance of the Certificate of Occupancy, whichever is earliest. Landscaping shall consist of a diversity of trees, vegetation and plants, which are native and/or xerophytic that can be sustained by natural precipitation are preferred. Drip irrigation systems are recommended. Lawn areas of grass should be kept to a minimum and utilized primarily around patios and courtyards. The Committee may deny, in its sole discretion, a landscaping plan that utilizes lawn sprinklers and vegetation requiring extensive additional amounts of water.

13. Accessory Yard Structures - Permeable Surfacing: No more than twenty-five percent (25%) of each Lot shall be impervious, including the residence. Concrete pavers, brick, and flagstone, rather than poured concrete, is recommended for walkways, courts, patios, and decks to reduce precipitation run-off and preserve natural drainage channels.

14. Temporary Structures: No structure of a temporary character or nature, such as a trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence temporarily or permanently. Up to one (1) construction trailer may be present on the Lot during the period of construction for storage of materials only and shall otherwise comply with sections I.8 and III.1 of these Rules and Regulations.

15. Outside Lighting: All exterior lighting shall be full cutoff, downward directed, and fully shielded so that neither glare nor reflection reaches neighboring properties and night lighting of the sky is minimized. There shall be no sag or drop lenses, side light panels, or uplight panels. Maximum exterior wattage is 100 incandescent watts (or the LED equivalent), per light fixture, or as restricted by County Ordinance, with warm lamps preferred.

16. Slope and Drainage Control: No structure, planting, or other material shall be placed or permitted to remain, or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each Lot and all Improvements thereon shall be maintained continuously by the Owner of the Lot, except for those Improvements for which a public authority or utility company is responsible.

17. Solar: Reasonably-sited solar panels and collectors are permissible, upon submission of plans and fees to the Committee and advanced approval thereby, in

accordance with Article I herein and the Project Documents. A solar project shall be deemed reasonably-sited when

- a. it is installed in a manner which minimizes visual impact to roadways within the Project;
- b. frames and hardware are the same color as the panels;
- c. the highest point of any panel or frame is not higher than one (1) inch below the height of either the lowest parapet or the sections of roof on which the panel is located, whichever is lower;
- d. all conduit is either hidden or painted to match the roof or adjacent stucco; and
- e. no conduit runs up and over any parapet or down any exterior sidewalls.

### III. GENERAL RULES AND REGULATIONS

1. On-Lot Storage: To preserve the high quality single-family residential nature of the Project, all recreational vehicles; trailers; large recreational equipment including UTVs, ATVs, boats, kayaks, and stand-up paddleboards; trash and garbage receptacles; construction equipment and materials; and any other unsightly articles must be stored in the enclosed garage or behind fencing that is as tall or taller than the article being screened, in a manner which entirely shields said articles from neighboring residences and roadways in the Project. All fencing shall be consistent with the fencing guidelines above.

2. Parking: Overnight parking along roadways in the Project is prohibited.

3. Vehicle Condition. All vehicles (including recreational vehicles), trailers, and large recreational equipment, including UTVs, ATVs, boats, parked or stored in the Project must be in running condition, properly licensed, and without missing parts.

4. Nuisance: No noxious, illegal, or offensive activities shall be carried on in any Lot, Dwelling, or other part of the Project, including the roadways within the Project, nor shall any activity be carried on which becomes an annoyance to or disturbs the quiet enjoyment by an Owner, his guests and invitees, of his Lot or Dwelling. Noise and vibrations between the hours of 9:00 pm and 9:00 am that are persistent for a period of 10 minutes or more and audible within ten feet (10') of the exterior wall of any other Dwelling shall constitute a Nuisance.

5. Violation and Enforcement: Any violation of these Rules and Regulations shall be considered a breach of the Declaration, subjecting the Owner to all of the remedies and relief provided in the Declaration.

6. Fee Schedule. The Board has adopted a Fee Schedule, of even date herewith, which Fee Schedule states certain fees and fines that shall apply to lot owners in violation of the terms provided within said Fee Schedule, these Rules and Regulations, or the Declaration. The Fee Schedule, as amended, is incorporated in its entirety herein by reference.

7. Definitions. All undefined terms herein shall have the meaning ascribed to them in the Declaration. If an Architectural Control Committee has not been appointed, all such references to the Committee hereunder shall mean the Board of Directors.


8. Amendment: These Rules and Regulations may be amended and modified, from time to time, at the sole discretion of the Board of Directors.

9. Conflict: In the event of any conflict or inconsistency between the provisions of these Rules and Regulations and the Declaration, the Declaration shall control.

These Rules and Regulations were unanimously ADOPTED by the Board of Directors on the date first stated above.

**PUESTA DEL SOL MASTER HOMEOWNERS ASSOCIATION, INC.**

**ATTEST:**

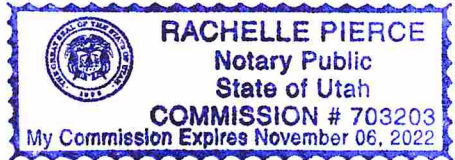
  
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Daniel W. Boyer  
The Sloan Law Firm, PLLC, President

  
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Gerard Klaes, Vice President  
Board of Directors

STATE OF UTAH            )  
                                          ) ss  
COUNTY OF GRAND    )

The foregoing Amended and Restated Rules and Regulations were acknowledged and sworn to before me this 10<sup>th</sup> day of December 2020 by Daniel W. Boyer, The Sloan Law Firm, PLLC, as President, and Gerard Klaes, as Vice President, of Puesta Del Sol Master Homeowners Association, Inc.

WITNESS my hand and seal.



  
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NOTARY PUBLIC, Rachelle Pierce