

Sunset Hills HOA Information

- A. Sunset Hill Homeowners Association Inc. (HOA) is a legally recognized entity located in American Fork, Utah. Accordingly all of our owners/residents and guests are required to abide by all State, County and Municipal statutes, ordinances and laws. As an owner, resident or guest you agree to abide by the legally established Bylaws, Declaration of Protective Covenants (Declaration) and Community Rules of the HOA (Rules).
- B. We contract with “Total Property Management (TPM)” for professional management services. Contact them directly regarding all issues related to HOA fees and/or fines.
Email: info@tpmrents.com include “Sunset Hills HOA” in the subject line
Phone: (801) 375-6719
Website: tpmhoa.com/sunset for direct access to HOA documents, payment portal or to contact TPM regarding HOA concerns
- C. Please use the following email addresses to communicate with the HOA Board of Trustees (Board) with questions or concerns regarding the operation of the HOA:
Board@SunsetHillsHOA.org
Parking@SunsetHillsHOA.org
Landscaping@SunsetHillsHOA.org
Clubhouse@SunsetHillsHOA.org
Violations@SunsetHillsHOA.org
Visit our website, SunsetHillsHOA.org, for monthly newsletter, copies of Bylaws, Declaration, Rules and other general information
- D. From time to time the HOA Rules may be altered and/or amended by the Board. The foundation for the rules is the legally binding regulations set forth in the Bylaws and Declaration of the HOA.
- E. Legitimate infractions of the Bylaws, Declaration and Rules of the HOA shall be enforced through law, fines, liens or any other means open to the HOA and/or complaining party.
- F. Owners are responsible for insuring that all residents and/or guests know and understand the Rules of the HOA. Owners are responsible for payment of all fines associated with the violation of the Rules, Bylaws and Declaration by all residents and or guests residing and/or visiting in their owned units.

The following HOA Rules effective January 20, 2026 were approved by the Board of Trustees. These rules replace all other versions, the latest of which was revision 8 dated January 2025.

Community Rules of the HOA

Revision 9 effective January 2026

1. GENERAL

- 1.1. **RESIDENCY** – All units shall be used exclusively as Single-Family Residences.
(DECLARATION, Article I, Section I, (d))
 - 1.1.1. A single family is defined as a unit comprised of direct generation family members (parent, child, grandchild relationships)
 - 1.1.2. Units shall not be rented to multiple families/unrelated individuals/tenants
 - 1.1.3. Exceptions to this rule must be approved in writing by the Board
 - 1.1.3.1. Exceptions may include line-in care givers, extended family members, etc.
 - 1.1.3.2. Violations will result in a written warning being issued with a 15 day grace period to come into compliance. Continued violation will be considered an “occupancy violation” and subject to a fine (see fine schedule), renewable in ten day increments.

- 1.2. **ALLOWED USE** – All dwelling units shall be used exclusively for private residential purposes (DECLARATION, Article VII, Section 7)
 - 1.2.1. Commercial activities that would require a commercial business license according to American Fork City code are prohibited
 - 1.2.2. Exceptions to the above must be approved in writing by the Board and must meet all requirements of American Fork Municipal Code Sec 17.5.123. Exceptions are up to the discretion of the Board.

1.3. OCCUPANCY

- 1.3.1. There shall be no more than the equivalent of two persons per legally defined bedroom residing in each dwelling unit
- 1.3.2. All permanent occupants shall be registered with the Board through communication using the Board@SunsetHillsHOA.org email address. Failure to provide accurate occupancy information will be considered an occupancy violation. Include the following information:
 - 1.3.2.1. Name and ages of occupants
 - 1.3.2.2. Relationship to owner/primary lease holder
 - 1.3.2.3. Declaration of occupancy type (member, tenant, etc.)
 - 1.3.2.4. Length of lease if applicable
- 1.3.3. All owners and primary lease holders must acknowledge in writing that they have received a copy of the Rules and agree to abide by them. It is the responsibility of unit owners who operate as landlords to provide tenants with a written copy of the Rules and to obtain from them a signed acknowledgement that they have received said rules. The signed acceptance form must be returned to the Board within 15 days of

new resident move-in date. Acceptance form is available on the SunsetHillsHOA.org website.

1.3.4. Violation of the occupancy rules will result in a written warning being issued with a 15 day grace period to come into compliance. Continued violation will be considered an occupancy violation and subject to a fine (see fine schedule), renewable in ten calendar day increments.

1.4. **UTILITIES** – Water, Sewer and Garbage collection are provided by the HOA as a portion of the HOA monthly fee.

1.4.1. Culinary Water

1.4.1.1. Excessive water usage, defined as being over approximately 140% (rounded to an even number) of average, will be billed as an additional charge attached to the individual unit's HOA monthly fee

1.4.1.2. It is prohibited to leave water running through an open exterior faucet. Use of a water nozzle with a valve is required when performing outside activities that require the use of culinary water (washing vehicles, etc.)

1.4.2. Sewer

1.4.2.1. It is prohibited to discharge into the sewer any materials or chemicals prohibited by American Fork City

1.4.2.2. Owners are responsible for any damage or blockage associated with the unit/s

1.4.3. Garbage Collection

1.4.3.1. Each residential unit is allowed one garbage can that is covered by their base monthly HOA fee

1.4.3.2. Additional garbage cans can be obtained by contacting TPM for an additional monthly fee

1.4.3.3. A recycling can is available for an additional monthly fee by contacting TPM

1.4.3.4. Garbage cans are to be stored in unit garages, carports or patio areas so as not to be visible from the street when not set out for pickup. Emptied cans should be returned as soon as practically possible.

1.4.3.5. Garbage cans placed on the street for pickup need to be spaced a minimum of two feet from each other to allow for automated pickup

1.4.3.6. Additional cans that are no longer desired can be returned by contacting TPM for return instructions

2. COMMUNITY STANDARDS

2.1. Each owner shall maintain their unit/s in a good state of preservation and cleanliness

2.1.1. Exposed exterior spaces including porches, entryways, patios, driveways, sidewalks and carports shall be kept clean and orderly

2.1.2. The HOA assumes no liability for the loss or damage to articles stored or placed in exterior locations

- 2.2. The entryways, greens and walkways in front of the dwelling units shall not be obstructed or used for any purpose other than ingress to and egress from the dwelling
- 2.3. No bicycles, scooters, baby carriages, toys or other personal articles shall be allowed to stand in any of the common areas
- 2.4. Owners/residents are personally responsible for the supervision and conduct of children and guests and are liable for any damages that they may cause
- 2.5. No owner/resident shall make or permit any unreasonable noise that disturbs or annoys the occupants of other units, or permit anything to be done which interferes with the rights, comfort or convenience of other occupants. **Quiet will prevail from 10:00pm to 8:00am.**

3. PRECAUTIONS

- 3.1. Owners are responsible for any damage that they, their tenants or guests may cause to community property or adjacent units
- 3.2. The posted speed limit on HOA property is 15 mph. Excessive speed or hazardous driving will result in the imposition of fines
- 3.3. No owner/resident shall use or permit to be brought into the dwelling units any flammable materials such as gasoline, kerosene, propane, or other explosives or articles deemed extra hazardous to life, limb or property in accordance with AF City code requirements
- 3.4. The gated entrance on the East end of 990 North is for the use of owners/residents and immediate family members. It is accessed by the use of coded pass cards that are available for a \$25 deposit per card.
- 3.5. Pets must be on a leash or carried when on HOA common property
 - 3.5.1. Any pet droppings should be immediately removed by the pet owner
 - 3.5.2. Pet owners shall indemnify the HOA and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any pet in common areas
 - 3.5.3. If a pet becomes obnoxious to others, the pet's owner must correct the problem. If it is not corrected to an acceptable standard, the owner upon written notice by the Board, will be required to remove the pet from the community
 - 3.5.4. Pets with aggressive behavior should be reported immediately to American Fork City Animal Control
- 3.6. Fireworks and open fires are prohibited on HOA property
- 3.7. No unlicensed vehicles are allowed to be driven on HOA property (mini-bikes, dirt bikes, go carts, etc.)

4. EXTERIOR MAINTENANCE

- 4.1. No changes, improvements, alterations, or additions to building unit exteriors, roofs or common areas shall be made without the prior written approval of the Board. Requests should be made using the Board@SunsetHillsHOA.org email address.
- 4.2. No owner shall do any painting on the exterior of the dwelling units, patios, fences, garage, carport or storage areas without the written approval of the Board

- 4.3. Owners are responsible for all exterior walls that are adjacent to the interior of their dwelling unit/s, garages and/or carports
- 4.4. Owners are required to maintain the exterior of their units in good condition. Written notice of a “need to maintain” will be provided by the Board when required maintenance is observed. The owner will have 30 days to provide the Board with an acceptable plan to correct the needed maintenance. Failure to provide an acceptable plan may result in the Board contracting for the needed maintenance/repairs with the associated costs charged to the owner.
- 4.5. No radio, television, amateur radio, or satellite antenna shall be installed on the outside of any building without the prior written approval of the Board.
- 4.6. Cables installed for internet or TV service must be buried by the installer within 14 days of installation with the landscaping returned to an acceptable condition

5. COMMON AREAS

- 5.1. **DEFINITION** – All areas not directly under the individual dwelling units, attached garages/carports and adjacent driveways are common areas and subject to the established rules for common areas
 - 5.1.1. Landscaping service and other care of common areas is contracted to outside entities by the Board. Contact the Board through the Board@SunsetHillsHOA.org email address to report issues related to the common areas.
 - 5.1.2. Fenced in patios and entry ways are considered common areas but set aside for personal use of residents
 - 5.1.2.1. Care of fenced in patios and entry ways is the responsibility of the unit’s owner
 - 5.1.2.2. Areas are to be kept clear of debris and materials that would impede access to the unit through doors and windows
 - 5.1.2.3. Entry into an enclosed patio or entry way is permitted by all individuals whose exterior of their unit is enclosed in the patio or entry way (Declaration Article 7, section 8 (g))
 - 5.1.2.4. If the entry into the enclosed patio requires passage through the interior of another unit, entry must be coordinated with the occupants of the other unit. Failure to provide access with a reasonable period of time (no longer than 7 days) will be considered an “occupancy violation” and a fine may be imposed.
 - 5.1.2.5. Board members have the right to inspect enclosed patio and entry ways
 - 5.1.3. No signs, flags, notices or advertisements shall be placed in common areas without the approval of the Board
 - 5.1.4. Personalized decorations are allowed in common areas immediately adjacent to individual units so long as they are not deemed to be excessive or offensive. The Board has the right to make that determination.
 - 5.1.5. No shades, awning, window guards, ventilators, fans or air conditioning devices shall be installed on the exterior of units without the written approval of the Board

- 5.1.6. Modification to the landscaping around individual units requires written approval of the Board.
 - 5.1.6.1. Personalization of flower beds around individual units is permitted so long as the owners/residents participate in the care of these beds
 - 5.1.6.2. Recreational use of common area facilities (pickle ball, basketball, picnic area, etc.) is for owners/residents and invited guests

5.2. CLUBHOUSE and POOL

- 5.2.1. All owners/residents and guests are expected to make every effort to maintain the clubhouse and pool areas in good order. Please clean up all areas where you have held activities and report immediately any issues to the Board using the Board@SunsetHillHOA.org email address. Do not attach anything to the walls of the clubhouse.
- 5.2.2. Items not permitted in the clubhouse or pool areas:
 - 5.2.2.1. Alcoholic beverages
 - 5.2.2.2. Tobacco products including vaping
 - 5.2.2.3. Pets
- 5.2.3. Youth under the age of 18 are not permitted to use the Clubhouse or Pool without an authorized adult in attendance
- 5.2.4. All entrances to the Clubhouse and Pool area are to remain locked with the exception of the entrance from the Pool area to the restroom hall which is to remain unlocked during pool hours of operation
- 5.2.5. The Pool gate is to remain locked at all times as mandated by Utah County Heath Department regulations. All authorized users are required to have a gate key for use of the pool area. Lost keys are subject to a \$50 replacement fee.
- 5.2.6. The pool season starts the Saturday before Memorial Day and ends on Labor Day. Pool hours are 7am to 9pm. All pool users are required to follow the specific pool and safety rules posted in the pool area.
- 5.2.7. Pool use is for owners/residents and their guests. An owner/resident or immediate family member over the age of 18 **must be present at all times** when the pool is in use. The attending adult is responsible for all members of their party. Larger parties require a minimum of one adult per five children under the age of 14. At no time may anyone under the age of 14 be in the pool without a supervising adult in the lower pool area.
- 5.2.8. No one is allowed to handle or play with the safety or pool operation equipment
- 5.2.9. Pool users shall be considerate of other pool users
 - 5.2.9.1. Noise shall be held to a minimum. Music is allowed in the pool areas but must be turned off upon the request of any other pool user
 - 5.2.9.2. Excessively revealing swimwear is prohibited

- 5.2.9.3. All owners/residents have the authority to enforce the posted pool and safety regulations. Please contact the Board about pool users who refuse to comply with the posted regulations.
- 5.2.10. Food shall be confined to the upper (covered) portion of the deck and served with plastic utensils in plastic or paper containers. No glass is allowed in the pool area. No Exceptions
- 5.2.11. Violation of pool rules shall be just cause for fines and/or revocation of privileges
- 5.2.12. Use of Clubhouse and Pool are for owners/residents in good standing (no outstanding fines and/or late fees past due more than 30 days)

5.3. CLUBHOUSE RESERVATIONS

- 5.3.1. The Clubhouse may be reserved for owner/resident sponsored activities on a first come basis
- 5.3.2. Requests for reservations are made through the HOA website SunsetHillsHOA.org Reservation is not in place until the fee is received and a receipt acknowledged by the supervising Board member. The fee can be paid by credit card through the portal on the website. Manual payment using cash or check may be made as defined on the website.
- 5.3.3. The following fees apply to all reservations:
 - 5.3.3.1. \$25 for a six hour block (defined on the website)
 - 5.3.3.2. \$50 for a full day
 - 5.3.3.3. No refunds will be made if cancelled within 14 days of the reservation
 - 5.3.3.4. Cancelled reservations are subject to a \$5 processing fee
- 5.3.4. **Users are required to clean up using the checklist** located in the left-hand top drawer in the kitchen (a clipboard is provided). The signed and completed checklist is to be left attached to the clipboard and returned to the same drawer. Failure to adequately clean will result in a minimum cleaning charge of \$25 with a maximum of \$125. Users are responsible for all damage that occurs during their use of the facilities. Any damage must be immediately reported to the Board.

6. PARKING and VEHICLES

- 6.1. **COMMON AREA PARKING** – Includes all on-street parking and parking in designated spaces adjacent to streets (does not apply to garage/carport parking or attached driveways)
 - 6.1.1. Parking is for in-use motor vehicles only. Vehicles parked for longer than 15 days without use may be towed and impounded at owner's expense
 - 6.1.2. Parking in common areas is limited to a maximum of two vehicles per residence for overnight parking. Exceptions to this rule must be approved by the Board. Vehicles exceeding this limit may be towed and impounded at owner's expense if parked for more than seven nights. Requests for exceptions should be made to Parking@SunsetHillsHOA.org

- 6.1.3. No parking of non-motor vehicles is allowed in common areas outside of the overflow lot or in driveways for a period of over 48 hours (trailers, boats, non-operating vehicles, etc.)
- 6.1.4. No major vehicle repairs are permitted outside of garages or carports. Major repairs are defined as requiring the removal of major components (wheels, engine components, etc.) or the raising of the vehicle
- 6.1.5. No commercial vehicles are allowed to be parked in HOA common areas
- 6.1.6. It is prohibited to drain waste materials from vehicles into storm drains, driveways or parking areas on HOA property
- 6.1.7. Creation of excessive noise from vehicles is prohibited including honking of horns, unmuffled exhaust, loud music, etc.
- 6.1.8. It is prohibited to store inoperative, unregistered, abandoned, wrecked or dismantled vehicles or vehicle parts including recreational vehicles on HOA common property or municipal streets adjacent to HOA property (see AF numicipal code Sec 8.08.030 N). Violators may be subject to a fine and/or towing at owner's expense.

6.2. OVERFLOW LONG TERM PARKING located at West end of 990 North

6.2.1. PARKING BY ANNUAL PERMIT ONLY

- 6.2.1.1. \$60 per year for first resident/member permit (first come basis)
- 6.2.1.2. \$60 per year for additional resident/member permits (space available basis)
- 6.2.1.3. Vehicles exceeding 30' in length are subject to a 50% additional charge and are subject to space availability
- 6.2.1.4. Vehicles without a permit are subject to immediate towing to an impound lot with vehicle owner's responsible for all towing and storage fees

6.2.2. PERMIT PROCESS:

- 6.2.2.1. Permits available starting January 1st of each year, required on all vehicles by January 30th. Apply using the HOA email Parking@SunsetHillsHOA.org
- 6.2.2.2. Mid-year permits may be purchased on a pro-rated basis and are subject to available space
- 6.2.2.3. Vehicle owner must provide a copy of title showing ownership by resident or member (resident members have priority if space is limited)
- 6.2.2.4. Second and third permits will be available after the annual membership meeting typically held on the 2nd Tuesday of January and are subject to available space. Requests may be made starting on January 1st and are available on a first come basis.
- 6.2.2.5. Permit stickers are to be attached to non-motor vehicles on the frame near the towing hitch
- 6.2.2.6. Permit stickers are to be located on the inside of motor vehicles in such a way that they are clearly visible through the windshield

6.2.2.7. Temporary permits are available (space available basis) for a \$30/month fee through the HOA email Parking@SunsetHillsHOA.org Temporary permits may be used for non-resident/non-member vehicles with written approval of the board (subject to space availability) so long as they are sponsored by a resident/member.

6.2.2.8. Transfer of permits is only permitted by authorization of the Board through the use of the HOA email Parking@SunsetHillsHOA.org and are subject to verification of ownership per 6.2.2.3.

SUNSET HILLS HOMEOWNERS ASSOCIATION, (INC.)

A Non-profit Organization

January 20, 2026

Approval of **Community Rules of the HOA**, Revision 9

Board of Trustees

Clyde Morrell, Chairperson

Jay A. Ballard, Assistant Chairperson

Jessie Simms, Secretary/Treasurer

Joan Goulding, Board Member

Rick Lesser, Board Member

SUNSET HILLS HOMEOWNERS ASSOCIATION, (INC)

A Non-profit Organization

OCCUPANCY FORM

As of _____ (date)

Household Name _____

Address _____

Email _____ Mobile _____

Members of the Household: (use back of page to list additional household members)

Name _____ Relationship _____

I/We hereby agree with the following:

Sunset Hill Homeowners Association Inc. (HOA) is a legally recognized entity located in American Fork, Utah. Accordingly, all of our owners/residents and guests are required to abide by all State, County and Municipal statutes, ordinances and laws. As an owner, resident or guest you agree to abide by the legally established Bylaws, Declaration of Protective Covenants (Declaration) and Community Rules of the HOA (Rules).

As an owner/primary resident I have received a copy of the Community Rules of the HOA, Revision 9 effective as of 20 January 2026, and accept the responsibility to hold all members of my household and invited guests to follow the established Rules.

I became a resident of the HOA on _____, _____ (move in date)

I am the: Owner or Co-owner

Principle Lease Holder _____

Primary Tenant _____

Signature _____ date _____