

RIDGESTONE CONDOS HOMEOWNERS ASSOCIATION
RULES AND REGULATIONS
Revised September 12, 2018

As provided in the Declaration of Covenants, Conditions, and Restrictions (The CC&R's) and in the Bylaws of the Association, the Board of Directors are given the authority and duty to establish, and enforce, rules and regulations governing the operation and use of the Common Areas and Facilities by Owners, Tenants and/or Renters, and their Guests. The Board has the responsibility and authority to make and enforce all reasonable rules and regulations covering the operation and maintenance of the Property. The Board also has the authority to establish enforcement procedures, including but not limited to reminders, warnings, fines, and legal action, for the infraction of the CC&R's and of the Rules and Regulations. In addition to any other remedy to the Association, the Association may levy fines for violations of the Declaration, Bylaws, or rules and regulations. Enforcement remedies shall be cumulative and not mutually exclusive.

The below rules may include pertinent information from the CC&R's in addition to approved rules. The direct reference to rules located in the CC&R's will be referenced with an endnote. The intent in including these references is to consolidate all rules and regulations into a singular document for both Owners and Tenants to reference. Unintended omissions of CC&R rules in this document does not eliminate the rule. The rule will still be in full force and once discovered will be added to this document.

The Rules and Regulations are intended to be in the best interest of the majority of the Homeowners, their Families and Guests. The CC&R's, regulations, and rules provide safety, protect the Ridgestone Property and assets, solve conflicts, enforce rights, and to provide order thus preventing chaos. The following rules have been established and approved by the Ridgestone Board of Directors:

1. Common Areas and Units

- a. Nothing shall be done or kept in any Unit or in the Common Areas or any part thereof which would result in the cancellation of the insurance of the Project, or increase the rate of the insurance on the Project, without the prior written consent of the Management Committee.¹
- b. Nothing shall be done or kept in any Unit or in the Common Areas or any part thereof which would be a violation of any statute, rule, ordinance,² regulation, permit, or other validly imposed requirements of any governmental body.
- c. No damage to or waste of the Common Areas or any part thereof shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the

¹ CC&R: *Declaration of Condominium of Ridgestone Condominiums*, Article III, Section 21(c), (b) Miscellaneous Restrictions.

² Ibid.

Management Committee and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his invitee.³

- d. No noxious, destructive, or offensive activity shall be carried on in any Unit or in the Common Areas or any part thereof, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any person at any time lawfully residing in the Project.⁴

2. Limited Common Areas

- a. Each Owner shall keep the Limited Common Areas designed for use in connection with their Unit in a clean, sanitary, and attractive condition at all times.⁵
- b. Nothing shall be stored or kept in the limited common areas including furniture, garbage, junk, or any other item.
- c. An attractive door mat is permissible

3. Owners

- a. An Owner, who rents or leases his property to others, shall provide to his Renter or Lessee a copy of the CC&R's, Bylaws, and Rules and Regulations. Such Owner shall be responsible to see that their renters, tenants, and guests abide by these documents. Any fine on the renter or tenant will be levied against the owner.
- b. No dwelling in Ridgestone Condominiums, whether a primary residence or rental, may be used for commercial business purposes.
- c. Each Owner shall be responsible for family members, agents, guests, tenants and pets who litter, damages, or defaces the Common Area property. The use of the Common Area is intended for the members and their family, and is intended to be for their leisure and recreational use.

4. Parking (Including Handicap Parking Rules)

- a. Each unit shall have the following parking stalls:
 - i. 1 covered parking stall
 - ii. 1 parking stall in front of the unit's building
 - iii. When available, additional vehicles may be parked to the north of the RV parking on the east side of the Ridgestone complex.

³ Ibid.

⁴ Ibid.

⁵ CC&R: *Declaration of Condominium of Ridgestone Condominiums*, Article III, Section 11, Ownership and Maintenance of Limited Common Areas.



- b. Handicap parking
 - i. Each building has designated handicap parking stalls which are reserved parking space for the disabled.
 - ii. Designated handicap parking stalls are reserved exclusively for automobiles, including vans, displaying state issued disability license plates or permits.
 - iii. Violators parking in handicap parking stalls will be towed at the owner's expense. No warning shall be given.
 - iv. A vehicle owner shall be considered in violation if their vehicle is parked in a handicap parking stall without a state issued disability license plate or permit.
- c. No trailer, recreational vehicle, including but not limited to campers, boats, motor homes, off-road vehicles, and similar equipment not used on a regular basis shall be permitted to be parked upon any portion of the Common Area, except during short periods of active loading or unloading.⁶
- d. No Owners or occupants shall repair or restore any motor vehicle of any kind upon Common Area, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.⁷
- e. Motor Vehicles parked in unauthorized areas, or in violation of the parking rules and regulations established by the Board, may, at owner's expense, be towed away. The Board shall be required to follow all municipal ordinances and codes regarding towing enforcement prior to towing a vehicle.⁸

⁶ CC&R: *Amendment to the Declaration of Condominium of Ridgestone Condominiums*, Article II, Section 21(b) shall be amended, (b) Parking Restrictions.

⁷ Ibid.

⁸ Ibid.

- f. All parking spaces shall be used for the purpose of parking operable and licensed motor vehicles and shall not be used as storage facilities.⁹ Proper proof of registration must be visible.
- g. There are 22 RV parking stalls which are available on a first come, first serve basis at \$25 per space per month payable to Ridgestone HOA. RV parking stall rent will go to the general HOA fund. You must apply with the HOA to rent an approved space. The \$25 needs to be paid on the 1st of each month WITH your monthly HOA dues. Only homeowners that are current on their HOA dues will be able to reserve a spot. Failure to keep current on the aforementioned rent will result in removal of your vehicle or item from the RV parking area.

5. Patios

- a. Patios must be kept clean, orderly, and free of clutter, garbage, and junk and not used as storage. Blinds, netting, fencing, and/or curtains shall not be installed in the patio area.
- i. Flowers, plants, a BBQ grill, patio furniture (designed to be outdoors), and up to 4 bicycles are the only items allowed on the patios/balconies.

6. Pets

- a. No animals may be kept outside any Unit.¹⁰
- b. Whenever pets are taken outside they must be under physical leash and in the possession and control of the owner at all times.¹¹
- c. Barking and other disturbing behavior by pets is not allowed.¹²
- d. Pets must not be allowed to defecate or urinate anywhere on the common areas.¹³
- e. Pets, pet messes, and damages caused by pets are the responsibility of the pet owner or Unit owner.¹⁴
- f. Exotic, illegal, or non-domestic animals are prohibited.
- g. All dogs must be registered with the HOA. Owner is responsible for registration fee of \$50 per dog.

7. Pool and Spa

The following rules have been created for 2 primary reasons: 1) to ensure the safety of all pool patrons, and 2) to ensure the clubhouse and pool areas are cared for by responsible individuals.

- a. Pool and Spa users are expected to read, know, understand, and comply with all pool and spa rules.

⁹ Ibid.

¹⁰ CC&R: *Declaration of Condominium of Ridgestone Condominiums*, Article III, Section 21(d), Animals.

¹¹ Ibid.

¹² Ibid.

¹³ Ibid.

¹⁴ Ibid.

- i. Per HOA rules, clubhouse keys will be confiscated (For a period of time) and a fee must be paid before the key will be returned for pool violations. Other penalties may be levied including a permanent ban from the pool and clubhouse for repeat violations. Illegal activity will be referred to the police for prosecution.
- b. WARNING –No lifeguard is on duty at Ridgestone therefore use common sense and caution when using the pools.
- c. Bathers should not swim alone.
- d. *Children under 18 shall not use the pool without responsible adult supervision.*
- e. *Children under the age of 12 are prohibited from using the spa.*
- f. General rules, including those above, which apply to both the pool and spa (Pool refers to both the pool and spa unless otherwise noted):
 - i. All animals with the exception of guide animals for the handicapped are prohibited from entering the Pool area.
 - ii. All bathers must shower before entering the Pool.
 - iii. Any person suspected of being under the influence of alcohol or drugs is prohibited from entering the Pool.
 - iv. Bottles, glass and other hazardous objects are prohibited within the Pool area or bathroom facilities.
 - v. Consumption of food, beverages, and tobacco products in the swimming Pool is forbidden.
 - vi. No diving is permitted in the Pool or spa.
 - vii. No person shall bring or throw into the Pool, walkways, aisles, or locker rooms, any object that may in any way endanger the safety of any person.
 - viii. No rough play, horseplay, or engaging in unsafe activities is permitted in the Pool area except for supervised water sports.
 - ix. No running.
 - x. No spitting or bodily fluids in the Pool.
 - xi. People who appear to be afflicted with cuts, skin disease, communicable diseases, colds, fever, infection or other physical ailments are prohibited from entering the water.
 - xii. Bathers should not use the spa alone.
 - xiii. Pregnant women should not use the spa without consulting their physicians.

8. Signs

- a. No one shall display "for sale", "for rent", "for lease", or any other signs within the Ridgestone Complex, on the Common Area property, or on any building, fence, or other structure.
- b. Owners may display signs within their unit's windows advertising the sale, rent, or lease of their unit.

9. Smoking

- a. Smoking shall not be done within 25 feet of any entrance-way, exit, open window, or air intake of a building at the Ridgestone complex.¹⁵

¹⁵ Utah HOA Laws, <http://hoalaw.x10.mx/CommAssnAct218.html>, 57-8a-218, 6.b.ii.F

- b. Smoking shall not be done within 100 feet of unenclosed areas primarily used by children and unenclosed areas with improvements that facilitate physical activity including playgrounds, swimming pools, and outdoor basketball / volleyball courts.
- c. Smoking shall include the inhaling, exhaling, burning, or carrying of any lighted product including the following:
 - i. Cigars
 - ii. Electronic Cigarettes
 - iii. Illicit or illegal Cigarettes
 - iv. Pipes
 - v. Tobacco products of kind that is burned or lighted
 - vi. Vaporized Cigarettes
- d. Smoking may currently be done within a personal condominium with the owner's permission
- e. No resident (owner or renter) moving into Ridgestone after August 1, 2018 shall smoke anywhere on Ridgestone Property.

10. Vehicles

- a. Vehicles that are being mechanically worked on, or inoperable vehicles that do not run and operate, will not be allowed to reside within the Ridgestone property. Any vehicles that are not in use, broke down, inoperable, or under repair will be towed at the owner's expense. The owner may also be assessed a fine by the committee. Vehicles to be towed and fines to be assessed are solely under the discretion of the committee management.
- b. No trailer, motor home, camper, boat or similar equipment shall be permitted to be parked, stored or remain on street or in any parking stalls or areas within the Ridgestone complex unless parked within the designated RV parking on the east side of the complex. Parking stalls are available for a monthly fee of \$25.

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- (a) (6) (a) A rule may not interfere with an activity of a lot owner within the confines of a dwelling or lot, to the extent that the activity is in compliance with local laws and ordinances.
 - (b) Notwithstanding Subsection (6)(a), a rule may prohibit an activity within a dwelling on an owner's lot if the activity:
 - (i) is not normally associated with a project restricted to residential use; or
 - (ii) (A) creates monetary costs for the association or other lot owners;
 - (B) creates a danger to the health or safety of occupants of other lots;
 - (C) generates excessive noise or traffic;
 - (D) creates unsightly conditions visible from outside the dwelling;
 - (E) creates an unreasonable source of annoyance to persons outside the lot;or
 - (F) *if there are attached dwellings, creates the potential for smoke to enter another lot owner's dwelling, the common areas, or limited common areas.*
 - (c) If permitted by law, an association may adopt rules described in Subsection (6)(b) that affect the use of or behavior inside the dwelling.

- c. No commercial vehicles shall be parked upon any lot, street or driveway within the Ridgestone complex.
 - i. A commercial vehicle, as applied to this paragraph, is defined as any vehicle that exceeds $\frac{3}{4}$ ton, displaying commercial signage or any vehicle obviously designed for commercial work, i.e. plumbing trucks, flat beds, trucks with ladders, cleaning equipment or supplies.
- d. See also "Parking" in this section

FINE PROCEDURES

Violation of any of the governing documents can result in fines being assessed as per the attached schedule. In case of any conflict between these "Rules and Regulations" and the "Declaration of Covenants, Conditions and Restrictions", the Declaration shall control.

The Rules and Regulations were adopted by vote of the Board of Directors of the Ridgestone Condominium Homeowners Association this 6th Day of February 2017

Section 57-8-37¹⁶ of the Utah revised statutes empowers the Board of directors of a common interest community to impose fines for violation of the governing documents. The following rules will be followed by the Board when issuing fines:

1. Unit Owners Assessed.

- a. The Management Committee may assess a fine against a unit owner for a violation of the association of unit owners' governing documents and rules and regulations.
- b. Governing Documents shall include the CC&R's, Rules and Regulations, and other official documents approved by the Owners and Board of Directors. Statements below regarding unit owners shall apply to the owner's tenants, renters, residents, and guests.

2. Enforcement Through Owners.

- a. If an owner or the owner's tenants, residents, or guests violates the Governing Documents of the Association the owner will be informed along with the expectation that the owner will provide the enforcement as the landlord. If a penalty or fine is levied, the owner will be assessed the fine. It's the responsibility of the owner to get reimbursed from the tenant, resident, or guest.
- b. Failure of the owner to hold their tenants, residents or guests responsible for violation of the rules may result in further action including but not limited to eviction of the tenant and / or legal action.

3. Communication Through Owners.

- a. All communications for fines shall go through the owners.

4. Owners To Include.

- a. Unit Owners below shall include the owners tenants, residents, and guests.

5. Violation Procedures.

- a. Before assessing a fine, the management committee shall give the resident/owner a written warning that:
 - i. describes the violation;
 - ii. states the rule or provision of the association of unit owners' governing documents or rules and regulations that the unit owner's conduct violates;

¹⁶ Utah State Legislature, Title 57, Chapter 8, Section 37,
https://le.utah.gov/xcode/Title57/Chapter8/57-8-S37.html?v=C57-8S37_2015051220150512

- iii. states that the management committee may, in accordance with the provisions of this section, assess fines against the unit owner if a continuing violation is not cured or if the unit owner commits similar violations within one year after the day on which the management committee gives the unit owner the written warning or assesses a fine against the unit owner under this section; and
 - iv. states that if the violation is not corrected within 10 days a fine will be levied and;
 - v. states the amount of the fine if the behavior continues
- b. A management committee may assess a fine against a unit owner if:
- i. within one year after the day on which the management committee gives the unit owner a written warning described above, the unit owner commits another violation of the same rule or provision identified in the written warning; or
 - ii. for a continuing violation, the unit owner does not cure the violation within the time period that is stated in the written warning described above.
 - iii. The unit owner shall be charged a \$10.00 handling fee in addition to the fine each time a fine must be assessed.
- c. If permitted by the association of unit owners' governing documents, after a management committee assesses a fine against a unit owner under this section, the management committee may, without further warning, assess an additional fine against the unit owner each time the unit owner:
- i. commits a violation of the same rule or provision within one year after the day on which the management committee assesses a fine for a violation of the same rule or provision; or
 - ii. allows a violation to continue for 10 days or longer after the day on which the management committee assesses the fine.
- d. The aggregate amount of fines assessed against a unit owner for violations of the same rule or provision of the governing documents may not exceed \$500 in any one calendar month.

6. Fines to be Documented

- a. A fine assessed shall:
- i. be made only for a violation of a rule, covenant, condition, or restriction that is in the association of unit owners' governing documents;
 - ii. be in the amount provided for in the association of unit owners' governing documents; and
 - iii. accrue interest and late fees as provided in the association of unit owners' governing documents.

7. Formal hearing

- a. A unit owner who is assessed a fine may request an informal hearing before the management committee to dispute the fine within 30 days after the day on which the unit owner receives notice that the fine is assessed.

- b. At a hearing, the management committee shall:
 - i. provide the unit owner a reasonable opportunity to present the unit owner's position to the management committee; and
 - ii. allow the unit owner, a committee member, or any other person involved in the hearing to participate in the hearing by means of electronic communication.
 - iii. If a unit owner timely requests an informal hearing, no interest or late fees may accrue until after the management committee conducts the hearing and the unit owner receives a final decision.

8. Civil Action

- a. A unit owner may appeal a fine assessed to a civil authority within 180 days after:
 - i. if the unit owner timely requests an informal hearing, the day on which the unit owner receives a final decision from the management committee; or
 - ii. if the unit owner does not timely request an informal hearing, the day on which the time to request an informal hearing expires.

9. Delegation to Managing Agent

- a. A management committee may delegate the management committee's rights and responsibilities under this section to a managing agent.
- b. A management committee may not delegate the management committee's rights or responsibilities to hold a hearing on behalf of a person who has violated the rules and been fined.

10. Fine Limits and Collection

- a. Maximum fine per incident shall be \$100
- b. Maximum accrued fines shall be \$500
- c. Once fines reach \$500 the account will be referred to the Board for approval and forwarded to the Association's Attorney for additional action. These actions may include, but are not limited to: formal notice of intent, arbitration, court injunction, property lien, and/or any judicial action that may be prudent. All additional legal costs for these actions will become the responsibility of the Owners as specified in the schedule below.
- d. The limitations on the amount of the fine do not apply to any interest, charges, or costs that may be collected by the Association should the fine become past due nor do the limitations apply for continuing violations or health and welfare violations.

FINE SCHEDULE

Any homeowner whom the Board deems to be in violation of the governing documents will receive a notice of violation to include a minimum of ten(10) days to comply and an opportunity to attend a hearing with the Board of Directors. Should the violation continue after the conclusion of the time frame, the Board will assess a fine by the following schedule and a \$10.00 handling fee will be added to the balance. Additional fines may then be assessed for each seven-day period that the violation is not cured. Additional fines may be posted without notice and an opportunity to be heard.

CATEGORY	OFFENSE	FINE
Handling Fee	All	\$10 for each occurrence
Late Fee	All	\$10
Interest	Interest	12%
Maximum Fine Amount	Rule Violations	\$100
Maximum Accrued Fine Amount	Rule Violations	\$500
Maximum Attorney or Collection Fees	All	No limit
Maximum # of tows for parking violations	Parking / Vehicle	No limit

CATEGORY	OFFENSE	FINE
Common Areas	1 st	Warning
	2 nd	\$25
	3 rd and Subsequent	\$25 per week

CATEGORY	OFFENSE	FINE
Parking in Handicapped	All	Tow
Parking in another units covered parking	All	Tow
See also "Vehicles" below		

CATEGORY	OFFENSE	FINE
Patios	1 st	Warning
	2 nd and subsequent	\$50 per week

CATEGORY	OFFENSE	FINE
Pets	1 st	Warning
	2 nd	\$50
	3 rd and subsequent	\$100

CATEGORY	OFFENSE	FINE
Dog Non-Registration	1 st	Warning
	2 nd	\$150
	3 rd and subsequent	\$300 per week

CATEGORY	OFFENSE	FINE
Pool	1 st	Warning
	2 nd	\$50 and 1 month key suspension
	3 rd and Subsequent	\$100 and 3 month key suspension

CATEGORY	OFFENSE	FINE
Signs	1 st	Warning
	2 nd	\$25
	3 rd and Subsequent	\$25 per week

CATEGORY	OFFENSE	FINE
Vandalism or Damage	1 st	Warning + cost of repair
	2 nd and subsequent	\$100 + cost of repair

CATEGORY	OFFENSE	FINE
Vehicles	1 st	Warning
	2 nd	\$50
	3 rd	Tow

CATEGORY	OFFENSE	FINE
Smoking	1 st	Warning
	2 nd	\$100
	3 rd	\$200
	4 th and subsequent	\$400

DOCUMENT REVISION HISTORY:

Version	Date Modified	By	Comments
1.0	February 4, 2017	Maurice Rokovitz, Board Member	Initial Document Creation
1.1	February 6, 2017	Maurice Rokovitz, Board Member	Minor Document Revisions
1.2	April 2, 2018	Amber Bird, HOA Manager	Patio Rule Revisions
1.3	June 29, 2018	Amber Bird, HOA Manager	Pets & Smoking Rule Update
1.4	September 12, 2018	Amber Bird, HOA Manager	Fines Update

ENDNOTES