

STONE CREEK CANYON HOMEOWNER'S ASSOCIATION GENERAL RULES

Effective Date: January 1, 2019

Common Areas and Facilities are shared by all residents and because of the sharing; community rules are a necessity. These rules have been established under the authority of Stone Creek Canyon Homeowner's Association Covenants, Conditions & Restrictions (CC&R's), recorded with the Weber County Recorder's Office, to assure the maximum use of the facilities for the benefit of the community as a whole. The General Rules are only a sampling of the most common rules and restrictions; and in no way should be considered to be a definitive list. For additional information consult Stone Creek Canyon HOA CC&R's and Bylaws, or you may contact the Management Company via the community website at www.stonecreekcanyonhoa.org through the Action Items tab.

GENERAL

- Residential use only
- Each of the units shall be occupied only as a residence
- No business shall be operated in or from any unit

COMMON AREAS; LIMITED COMMON AREAS

- The Common Areas and Facilities shall be used only for the purposes for which they are intended. Each unit owner shall at his own cost keep the Limited Common Areas designated in connection with his unit in a clean, sanitary, and attractive condition at all times.

PARKING

- No vehicles shall be parked at any time on any of the streets, sidewalks or grass.
- All parking stalls in Visitor Parking Areas are considered to be guest parking or resident pass parking. Guest vehicles must not be parked in a stall for more than 24 hours without a visitor parking pass. Visitor parking pass site <http://bit.ly/SCCGuestpark>
- Each parking space shall be used for the parking of currently licensed, registered and operable motor vehicles of a size no larger than a standard automobile or a standard truck and for no other purpose. Residents must utilize their Designated Parking Areas
- Designated Parking Areas for home owners are garage and driveway only
 - One car garages are allowed one car in the driveway for a total of two parking spaces Two car garages are allowed two cars in the driveway for a total of four parking spots No more than one (1) vehicle may be parked in any parking space at one time.
- No trailers, boats, racks, snowmobiles, motor homes, recreational vehicles or any other type of vehicle shall be stored in parking spaces
- Violators will be towed
- No repairs or maintenance work shall be done on any vehicle, including mobile oil changes, other than for emergency repairs.
- No vehicles shall be parked in Stone Creek Canyon with "For Sale" signs, except when the vehicle is driven regularly with proper registration.
- No vehicles shall be parked in any manner that impedes access to the buildings, fire lanes, or restricts any legal parking place.
- Driveways are to be kept clean and free of debris. Any stains from vehicle leaks are to be cleaned up immediately.
- A designated number of parking passes for homeowners that may require additional parking to meet their needs are available on a first come-first served basis. A permit can be purchased. The current cost can be found on the simplified fee schedule. This cost will be assessed on an automatic basis each month unless the HOA is notified via an Action Item that it should be cancelled. The pass must be displayed in the vehicle at all times.
- The purchase of a monthly parking pass does not allow for "unlimited" storage of a vehicle. Vehicles parked with a parking pass must be moved every 7 days. Failure to comply may result in your vehicle being towed.

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INSURANCE RATES; COMPLIANCE WITH LAWS

- Nothing shall be done or kept in any unit or in the common areas and facilities which will increase the rate of insurance on the building or contents thereof beyond that customarily applicable for the use authorized for such unit, or will result in the cancellation of insurance on the building, or the contents thereof, without the prior written consent of the association.
- No unit owner shall permit anything to be done or kept in his unit or in the common areas and facilities which is in violation of any law or regulation of any governmental authority.

VISIBLE CHANGES; SIGNS SATELLITE DISHES

- Nothing can be displayed on exterior walls or roof of any building or any part thereof, or on the outside of windows or doors.
- Decorations may not be attached to any exterior portion of the home
- Freestanding decorations such as a chair or small table, as long as they are not generally offensive, are allowed.
- Since maintenance of the exterior doors is the homeowner's responsibility, decorations on the doors with a hanger over the top of the door or with another type of temporary hanger are allowed.
- One "For Sale" or "For Rent" sign, of a size no greater than five (5) square feet, may be displayed in public view on or from any Unit or the Common Areas and Facilities.
- Stone Creek Canyon encourages the use of Xfinity offered through Comcast for your cable, internet, phone and home protection needs.
- If you have Dish or DirectTV, you must request installation through the HOA's approved vendor in order to ensure proper placement in accordance with the HOA's guidelines. Sunrise Satellite can be reached at 801-728-3474. Any damage to the exterior of the building would become the responsibility of the homeowner and/or installation company to repair.

ALTERATIONS TO UNITS

- No Unit shall be altered without the prior written approval of the Board, Architectural Committee or other duly authorized agent of the Board. In the event such alterations set forth in the preceding sentence require West Haven City approval, the owner of the applicable Unit shall, in addition to obtaining the prior written approval of the Board or its agent, obtain proper approval from West Haven City.
- All duly approved alterations shall be completed in a professional, workmanlike manner, within a reasonable period of time, at a minimal inconvenience to the owner's neighbors, and all such alterations shall be architecturally compatible with the rest of the Project.
- All requests are reviewed on a case-by-case basis.

ARCHITECTURAL CONTROL

- No building, fence, wall or other structure shall be maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board. Please allow enough time for the Board to work through the approval process. This can take up to 10 business days. In the event any improvement to the Properties requires the approval of West Haven City, the owner shall not commence the construction of any such improvement until West Haven City and the Board or its authorized agent have granted written approval. Once duly approved, all such improvements shall be constructed in a good and workmanlike manner in accordance with such approvals.

OFFENSIVE ACTIVITIES; NUISANCES; SMOKING

- No noxious or offensive activity shall be carried on in any unit or in the common areas and facilities, nor shall anything be done therein which may be an annoyance or nuisance to the other unit owners or occupants.

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- Owners shall keep their units and limited common areas in a clean and orderly condition at all times. Smoking has been classified as a nuisance, and rights of ownership do not grant exclusive right to smoke in any common or limited common areas, where drifting smoke becomes a nuisance to any other person.
- Meat smokers are not allowed because of drifting smoke.
- Smoking in Common or Limited Common Areas is prohibited.

STRUCTURAL INTEGRITY

- Nothing shall be done in any Unit or in, on or to the Common Areas and Facilities which will impair the structural integrity of the building or any part thereof or which would structurally change the building or any part thereof except as otherwise provided herein.

PETS

- No animals, livestock, or poultry of any kind shall be permitted on any lot or within any unit except such domesticated household pets or birds as are allowed pursuant to applicable West Haven/Weber County leash and other animal control laws, or other rules adopted by the Board.
- All pets shall be kept on a hand held leash except when in an owner's unit.
- Pets should not be tied to any permanent structures, nor allowed to linger unattended in any part of the Common Areas.
- Pet owners are fully responsible for personal injuries and/or property damage caused by their pet to any common area, including grass and landscaping.
- Homeowners must immediately clean up after their pets on all limited or common property. Owners that do not pick up after their pets will be subject to severe fines without warning. Please refer to the simplified fee schedule for fee structure.

DEBRIS AND UNSIGHTLY ARTICLES

- The common areas and facilities shall be kept free and clear of all rubbish, debris and other unsightly materials.
- Obstructions of the common area are not allowed, and nothing shall be stored in the common area. No portion of any unit, the common area or the limited common area shall be used as a dumping ground for trash, garbage or other waste, nor shall any such refuse be incinerated within the properties.
- Each Unit shall be kept free of long-term trash, garbage or other waste by the owner of each unit porches, patios, driveways, walkways, and parking stalls are not to be used for general storage. Bikes, toys and athletic equipment may not be stored on the front porch, driveway or walkway areas. Personal items such as planters, wind-chimes, and bird feeders are allowed on porches and patios
- within reason and at the sole discretion of the board to request removal of any personal items for any reason at any time.
- Holiday decorations are allowed on porches and patios as long as they are hung with non-penetrating hooks, twist ties, or suction cups, etc. and does not infringe upon any common areas.
- Decorations must be removed within two weeks after the holiday has passed.
- Hanging of any other items such as: laundry, clothing, rugs, signs, blinds, awnings, canopies, shutters, window guards/ light reflective materials, and any unattractive or offensive articles is not allowed.

STORAGE OF GARBAGE RECEPTACLES

- Trash cans are to be stored out of sight. Options for homeowners are: backyards, inside garages, or the side of the home behind the fence. Noncompliance will result in the levying of fines
- Cans may be placed on the street the day before garbage pick-up, and must be brought in the by noon the following day.

ADMISSION FEES

- No admission fees, charges for use, leases or other income-generating arrangement of any type shall be employed or entered into with respect to any portion of the common areas and facilities without the prior written consent of the association.

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EXCEPTIONS

- Exceptions may be made to the rules for violations; however, all requests must be submitted in writing to the Board who will then make a final decision regarding any specific exceptions and/or removal of fines.

CLUBHOUSE, POOL AND HOT TUB

- The use of the pool, hot tub, clubhouse and fitness room ("recreation areas") is a privilege granted to all qualifying, financially current owners. Access may be restricted for late payment of assessments, violations of governing documents, and/or violation of recreation area rules. These privileges are transferable only to a current rental tenant (and their guests) and may be revoked at any time, at the discretion of the Stone Creek Canyon Board of Directors.
- The clubhouse is available for rent — the current cost can be found on the simplified fee schedule. Hours should be worked out with HOA through the action items so the clubhouse can be available to 2 residents per day.
- Access to the recreation areas is granted through fobs. Each owner is entitled to one (1) free fob. Replacement fobs the current cost can be found on the simplified fee schedule. Continuous use of the recreation areas requires compliance with the following rules – persons violating these rules will be subject to citations, fines, and loss of recreational area privileges:
- Pool hours are 8:00 am – 10:00 pm daily.
- The pool and hot tub will be open between Memorial Day and Labor Day each year, or at the discretion of the Board, weather and other factors permitting. If the pool is closed due to weather, the hot tub will also be considered closed until the pool re-opens. Please be advised that there is no lifeguard at the pool. Swimming is at your own risk.
- No running, jumping, diving, or walking on the pool cover at any time.
- Standard size swim rafts and toys are permitted in the pool, provided they do not interfere with another person in the pool. Persons using flotation devices shall understand that they are using at their own risk.
- The pool is available to Stone Creek Canyon HOA residents and their invited guests only.
- Residents must have and use their fob to enter the pool area. Residents should not open the gate for anyone without a key.
- Each resident must accompany any and all guests in the pool area at all times. If at any time a pool user is approached and cannot verify residency or that the resident that is with them, they will be asked to leave as it is considered trespassing.
- The number of guests allowed in the pool or pool area at one time is 7. Stone Creek Canyon HOA reserves the right to limit the total number of guests using the recreational facilities at any one time. Health Code requires that every swimmer MUST rinse off in the shower provided before entering the pool or hot tub.
- The pool cannot be reserved for private parties.
- The clubhouse will not be available for use to anyone concurrently utilizing the pool facilities.
- Food and beverages allowed in the designated areas of tables and pergolas only.
- No food or beverage allowed within 10 feet of the pool
- No smoking in the pool area (this also includes electronic, or e-cigarettes of any kind).
- No glassware or aluminum cans allowed near the pool area.
- Swimming attire must conform to conventional swimwear.
- Children under the age of 5 must wear swim diapers and plastic pants. Accidents in the pool without proper protection could cause a closure of the pool for a number of days, which affects everyone.
- For safety reasons, children under the age of 14 will not be allowed in the pool area without the supervision of an adult 18 years of age or older.
- No pets allowed in pool area.
- Significant pool rule infractions can by pass standard warning practices as the board sees fit depending on the infraction and could result in an immediate fine and loss of pool privileges.
- Due to safety requirements, the pool enclosure may be closed during rain, thunder and lightning and high wind events. This is up to the discretion of those that maintain the pool area; however, personal safety is ultimately the sole responsibility of the user. When the pool cover is on the pool, the hot tub is also considered to be closed and no one should be in the pool enclosure area.
- Please notify the HOA if you witness any violations of the pool rules. Please report rules violations so they can be documented and followed up on.

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LEASING UNITS

- The following guidelines shall apply to any unit that is rented or occupied by a party other than the responsible party on title:
- Homeowners wishing to rent their units must submit a copy of the lease and tenant contact information to the HOA Board.
- Homeowners are responsible to inform renters of the guidelines of all governing documents, rules, and/or changes in the rules.
- The legal owner takes full responsibility of any and all of their tenants and guest's damages and/or fines.
- No owner shall be permitted to lease his unit for transient or hotel purposes. No unit shall be leased for a period of less than twelve (12) months.
- No owner shall lease less than the entire unit.

SUPERVISION AND RESPONSIBILITIES

- There is no supervision of the pool amenities or other Common Areas. These shall be used at the sole risk and responsibility of the members and their guests, invitees, or tenants. Each homeowner is personally responsible for any damage(s) to the Common Areas as defined in section (T). The supervision of all children is the responsibility of the children's parent and/or guardian and should not be allowed to roam/play without adult supervision. Children are discouraged from playing in parking lots, parking stalls, staircases, breezeways, roadways and in or around the clubhouse.

MAINTENANCE RESPONSIBILITY

- It is the responsibility of the Association to maintain, replace or repair certain Common Areas and facilities from time to time.
- The attached Maintenance Schedule lists further detailed maintenance responsibilities for both the HOA and Unit owners.

DAMAGES

- Homeowners are responsible for any and all damages to any common area or common facility, made by the homeowner, members, renters, leasers, visitors, guests, and/or pets of their unit. No warning will be given for damages and/or repairs. The management company will provide timely notice, written or electronic, to the homeowner responsible for any damages and/or repairs.

ELECTRONIC NOTICE

- The HOA may elect to provide any notice electronically in lieu of or in addition to physical notices delivered by USPS mail. This includes notices of Board meetings, rules adjustments, and any other notice requirements outlined in the governing documents or the Act.

ASSOCIATION MEMBERSHIP, ASSESSMENTS AND COLLECTIONS

- Assessments: Assessments are collected from all members to fund the following:
- Common utilities (water, sewer, electricity & gas[Common Area elements only])
- Maintenance and repair of common grounds and amenities
- Administrative expenses
- Enforcement
- Insurance
- Legal expenses
- Reserve Funding
- Improvements

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- Assessments are due each month on the 1st and become late if not received on or before the 10th day of the month. Late fees will be assessed monthly until the account is no longer delinquent. The current cost can be found on the simplified fee schedule. Access to Common Facilities will be disabled immediately upon non-payment of assessment fees. Monthly Assessments are the responsibility of the Homeowner and not the renter. Should any account become 60 days past due you will receive a final notice of intent to collect. After 90 days of delinquency, your account will be sent to an attorney for collections and a lien will be placed on your unit.
- Any third party costs as a result of collection efforts will become the responsibility of the homeowner. Homeowners are encouraged to contact the management company immediately when dues and/or fines are past due.

COMPLAINTS

- In order to promote a harmonious community and provide a peaceful and quiet environment for all homeowners and residents, we hope that any conflicts between neighbors will be handled in a neighborly fashion, between neighbors. When that is not possible, please contact the management company through an action item, document it with a dated picture and when necessary call the Police Dept. When reporting a violation, be prepared to describe in detail the violation, dates, times, your name and violator contact information that you have accumulated. Certain violations, including unsightly complaints and garbage related complaints, may require photo documentation; to be received within 24 hours of the complaint or the complaint will not be recorded or pursued. All complaints must be reported to the Management Company for proper follow up in accordance with the community's governing documents. Violations reported to the management company will be kept confidential.

FINES, EXCEPTIONS AND APPEALS PROCESS

Fines imposed for any violation will follow these general guidelines, unless specified differently in the items above. Fines will be imposed to both the owner and the renter if and when applicable.

- **FIRST NOTICE / WARNING-** A written warning shall be issued upon notice to the Management Company regarding any violation to these rules. First notice and warning shall be a written letter, sent from the Management Company advising the owner of the violation. This notice will provide owners and/or residents at least 2 business days after receipt of the notice to resolve the problem before receiving additional notices and a fine. The Board may decide to waive the warning and fine for violations to the following sections: Smoking, Unsightly Articles, Trash, Pet Rules or Pool/Hot Tub related violations.
- **SECOND NOTICE-** Upon the second violation of the same type after a warning in any one-year time period, or a continuing uncorrected violation after the initial 48 hour warning period, a fine shall be imposed on the owner and a second notice to correct the violation shall be issued. The current cost can be found on the simplified fee schedule. The Board of Trustees may offer a settlement at this time.
- **THIRD NOTICE-** Upon the third violation of the same type after a warning in any one year time period, or a continuing uncorrected violation after the assessment of the second violation and fine, or if the settlement conditions were not met (if a settlement was offered), a fine shall be imposed on the owner and a third notice to correct the violation shall be issued. The current cost can be found on the simplified fee schedule. The Board of Trustees may offer a settlement at this time. All fines and/or fees incurred will accrue and be the responsibility of the homeowner.
- **FOURTH AND SUBSEQUENT NOTICES-** Upon the fourth violation and each additional violation of the same type within a one-year period, or each continuing violation of at least 48 hours after the assessment of the third and each subsequently assessed fine, or if the settlement conditions were not met (if a settlement was offered), a fine shall be imposed on the owner and subsequent notices shall be issued. The current cost can be found on the simplified fee schedule. Each subsequent notice will accompany an additional fine, not to exceed amount listed on simplified fee schedule. All fines and/or fees incurred will accrue and be the responsibility of the homeowner. Notices will expire after twelve-months of no further complaints.
- **COLLECTION OF FINES:** Pursuant to the CC&R's the Board reserves the right to collect any unpaid fines as an unpaid assessment, including the filing and foreclosing of a lien, and to seek all costs, expenses and attorney fees from the offending Owner(s)/Resident(s). Fines shall be collected as authorized by the Declaration and law. However, interest and

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late fees shall not accrue on fines until after the time for hearing has passed, or, if a hearing is conducted, after a final decision has been rendered.

- If your account goes past due 45 days your amenity key fob will be deactivated until your account is brought current. An administrative fee will be charged to reactivate your key fob. Please refer to simplified fee schedule.

EXCEPTIONS

- Exceptions may be made to the rules and/or fines for violations; however; all requests must be submitted in writing to the Board who will then decide on any specific exception and/or removal of fines. Exceptions will be reviewed at the next regularly scheduled Board meeting.

APPEALS PROCESS

- Owners or Residents of Stone Creek Canyon may appeal any fine by submitting in writing a request for a hearing on the matter to the Board of Trustees within thirty (30) days from the date the fine is levied. If a request for hearing is not received by the Board of Directors, or their designated agent, within seventeen (17) days from the date the fine is levied, the fine shall be deemed to be uncontested and the Owner forfeits their right to hearing. The hearing shall be conducted in accordance with the procedures adopted by the Board of Directors.

RULES AND REGULATION CHANGES

- These rules and regulations have been duly adopted by the Stone Creek Canyon Board of Trustees for the protection of each homeowner, resident and guest and to help safeguard the community against public nuisances and to promote a harmonious community, in accordance with the community's governing documents.
- Any changes to the rules and regulations may be proposed to the Board of Trustees at any time. These rules will be reviewed from time to time on an as needed basis by the Board and/or designated committee. Newsletters and/or notices left at the door of the Unit shall constitute an acceptable form of delivery and notification of changes.

BUILDING & PROPERTY

Maintenance Schedule

The following chart defines the division of responsibility for maintenance and repair of property in the project/subdivision between the Association and Owner. The information contained in this maintenance schedule was taken directly from the community's recorded documents / CC&R's.

	EXTERIOR – Buildings & Grounds	HOA	OWNER
1	Maintenance, repair and replacement of roof, siding (stucco), exterior walls.	X	
2	Maintenance, repair and replacement of rain gutters and down spouts.	X	
3	Maintenance, repair and replacement of exterior rockwork.	X	
4	Maintenance, repair and replacement of front steps, sidewalks, driveways, curb & gutters.	X	
5	Maintenance, repair and replacement of roadways and parking lots.	X	

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6	Maintenance, repair and replacement of concrete foundations and entrees.	X	
7	Maintenance, repair and replacement of vinyl fences, brick retaining wall (along Midland Drive), and entrance marquees.	X	
8	Maintenance and repair of exterior lighting systems & fixtures (not powered by an individual Unit) – clubhouse, mail pick-up area, community entranceways	X	
9	Maintenance of lawn and landscaping in the common areas – includes lawn behind gated fenced areas, but not flowerbeds adjacent to any Unit.	X	
10	Maintenance and repair of underground watering system and sprinklers.	X	

11	Replacement, maintenance and repair of all exterior doors (including garage doors); hinges, frames, thresholds, locks, doorbells and chimes.		X
12	Replacement, maintenance and repair of all windows, glass doors, screens, screen doors, and frames (in accordance with approved exterior frame type and color as determined by the Board).		X

13	Replacement, maintenance and repair of window wells & window well covers.		X
14	Replacement, maintenance and repair of patio, deck, balcony, back steps, or any other modifications authorized by the Board.		X
15	Replacement, maintenance and repair of any utility system, appliance, fixture or equipment (including pipes, wires & conduits) serving only one Unit. i.e., plumbing, heating, electrical, central air, exterior lighting (garage & porch)		X
16	Unit owner improvements: windows, awnings, attic vents and similar items.		X

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	INTERIOR	HOA	OWNER
17	All interior painting, decorations and furnishings from the inside of the unfinished walls and ceilings. This includes all appliances such as dishwashers, garbage disposals, ranges, refrigerators, furnaces, exhaust fans, attic vents, air conditioners, water heaters, and intercom, telephone, and computer networks.		X
18	Maintenance, cleaning and repair of HVAC systems, ducts & venting, air conditioning unit systems, chimneys and fireplaces.		X
19	Maintenance, repair and replacement of electrical system from the power meter to the breaker panel, and all wiring to outlets switches & fixtures.		X
20	Maintenance, repair and replacement of plumbing fixtures such as sinks, basins, toilets and all interior pipes and valves. Water pipes and drainage pipes that serve only one unit are the responsibility of the owner to the point they join a shared pipe.		X
21	Maintenance and repair of any and all shared walls (walls common to two Units). Both Units share responsibility extending to the center of such partition wall.		X
22	Repair of cracks or any other damage to all interior walls, floors or ceilings.		X

23	Repair of damage resulting from static water or seepage of water from any source.		X
24	Repairs of damage resulting from surface water.		X

	OTHER	HOA	OWNER
25	Maintenance and repair of swimming pool and equipment.	X	
26	Maintenance and repair of clubhouse and equipment.	X	

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27	Garbage collection; included in HOA fees.	X	
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