

# Stone Gate Homeowners Association

## RULES & REGULATIONS

The Stone Gate Homeowners Association ("SGHOA") is responsible for maintaining a quality of life for the enjoyment of all owners, while at the same time running a fiscally responsible not-for-profit organization and protecting the investment of the owners. In order to maintain the quality status of our property, it is absolutely necessary that all owners, guests and renters adhere to these rules and regulations. Our governing documents include the Declaration of Covenants, Conditions, and Restrictions and any amendments thereto (CC&Rs), which are recorded in the Office of the Iron County Recorder, along with the Association's Articles, Bylaws, and any rules and regulations which are all enforceable by the SGHOA Board of Directors. Please refer to the complete governing documents for more detailed information.

The CC&Rs provide the Association with the right to establish uniform rules and regulations pertaining to the use of the Common Areas. Included in these rules and regulations are expectations for personal conduct of members, tenants and guests in the common area, the parking areas, and describes the rights of the SGHOA to impose fines for the violation thereof.

The purpose in creating these rules and regulations is to emphasize to all members of the community that we have an active Association; intent on keeping our property values high and making our community a nice place to live. Enforcement of these rules and regulations will be the responsibility of all members of the community. Each member is charged with reporting violations of the rules to the management company. Reporting infractions should not be looked at as a way to "get at" your neighbor but should be used constructively to ensure uniformity in the community and to prevent someone from taking advantage of the rest of the community. It would also be helpful if an infraction is noticed to "nicely" remind your neighbor of the rule or regulation. If we work together we can use this policy to make a better community for all.

The attached rules and regulations shall be followed by all persons, including all family of members, all tenants, and all guests of members and tenants.

### HOA Management company:

F1 Property Management  
491 E Riverside Drive, 3B  
PO Box 910069, St. George, UT 84791  
(435) 652-0565 Phone  
(435) 652-0566 Fax  
Email: [yourkey@f1pm.com](mailto:yourkey@f1pm.com)  
[www.f1pm.com](http://www.f1pm.com)

## GENERAL

1. All rules, regulations, and policies of the Board of Directors of SGHOA apply to all owners and tenants; and their children, guests and invitees.
2. Failure to comply with any of these rules and regulations is subject to warnings and/or fines. See the fine schedule below.
3. Parents/Legal guardians shall be responsible to the Association for any property damage to the Common Areas caused by their children or pets.
4. Use of skateboards, roller-blades, roller-skates, scooters, motorized-battery powered toy cars, and bikes must be done so with courtesy and the safety of others in mind. Use of these items in an unsafe or discourteous manner will be disallowed and users will be subject to warning and fines. Use of proper safety gear, such as helmets, is strongly advised. Abandoned Items left in the Common Area are a hazard for others and will be removed or discarded at the owners' expense after reasonable effort to locate the owner.
5. Unlicensed motorized vehicles may not be utilized at any time within the property. Unlicensed motorized vehicles include, but are not limited to, all-terrain vehicles (ATVs), 4-wheelers, motorized scooters, go-karts, and motorcycles. Association maintenance and service vehicles may be used by authorized personnel.
6. Speed limit within the community is 10 mph.
7. If an owner wishes to install a satellite dish, it must be done as inconspicuously as possible. A satellite dish must be mounted to the wall and NOT the roof. No wiring is permitted on the outside of the building.
8. Garbage containers: Each Owner or current tenant shall be responsible for the maintenance and disposal of the garbage generated in each Unit. The garbage containers must be kept out of public view during any period of time garbage is not being collected (brought out the evening before the collection date and removed by the collection date evening). Garbage containers can be stored in the garage or backyard.
9. Exterior decorations are permitted for holidays throughout the year (i.e. July 4<sup>th</sup>, Veterans Day, Memorial Day, etc.) and must be removed within 2 weeks of the holiday. Winter holiday decorations may also be displayed from November 15<sup>th</sup> until January 15th.
10. The outside landscaping, driveway, and entryway of units are to be kept clear of trash, debris, toys, bicycles, cigarette butts, car parts, etc., and are the sole responsibility of the owner and/or tenants living in the unit.
11. Owners shall be responsible to the Association for any damage to Common Areas by themselves, family, guests, renters/lessees, employees, children and pets; and their renters'/lessees' guests, children and pets. Owners shall be liable for all charges for damage along with any reasonable costs to the Association, including charges for recovery of attorney's fees involved in enforcement resulting from actions of such persons.

## FINE SCHEDULE

1. General Schedule of Fines: Unless otherwise noted, fines will be assessed as follows for any violation or non-compliance with the Association's Governing Documents. Depending on the nature of the violation, the Association may assess fines on a weekly or monthly basis rather than a per violation basis.
2. Exceptions to General Schedule of Fines: Notwithstanding the schedule of fines above, the following violations will be subject to the fines specified below:
  - a. Any dangerous, hazardous violation of the governing documents, including vandalism, use of aerial fireworks under purview of local authorities, etc. or any damage caused will

result in an immediate fine of \$100 with no warning given other than these Rules and Regulations.

3. Variance Requests: If an owner wishes to obtain a variance to any item, a written request must be submitted to the management company for review by the Board of Directors. The request should state the reason for the variance and, if applicable, the timeframe for the variance.

First Violation:	Warning and at least 48 hours to correct the violation
Second Violation:	\$25 Fine
Third Violation:	\$50 Fine
Fourth and Ongoing Violations:	\$100 Fine

\*Fines will be assessed for violations continuing within one year of the warning

## ASSESSMENTS

1. HOA fees are due on the first (1) of the month and late after the twentieth (20). This due date applies whether or not statements have been received by the owner.
2. A late fee of \$4 will be assessed for payments received after the 20<sup>th</sup> of the month.
3. Accounts past due more than 20 days will be sent a late notice by US mail. Accounts past due more than 100 days may be sent to the association attorney. A lien may be filed with the county. Attorney fees and collection fees will be assessed. Assessments may be accelerated for a full year.
4. A processing fee of \$20 will be imposed for checks or automatic withdrawals not honored by the bank. Applicable late fees will be assessed if not collected by the due date.

## LEASED RENTAL UNITS

1. For any unit not occupied by its owner (managed units), contact information (name, address, phone, and email) of the managing company must be provided to the association management within 15 days of signing a lease with tenants. Notification(s)/warnings are given on each statement issued to the owner. No additional warnings will be given for non-compliance, and a \$50 fine will be assessed. Additional fines (increasing amounts) may be added each 30 days until full compliance is reached. All correspondence will be made to the Owner's address of record unless a written request is received with other instructions.
2. Leases must specify that tenants are responsible for adhering to the CC&Rs, Bylaws, the Rules and Regulations, and Policies. (Specific required language is included in CC&Rs.)
3. No Unit or any part thereof shall be used or occupied by any persons not coming within the definition of "Family" as such term is defined and intended in the Cedar City ordinances of the date hereof; provided; however, not more than three (3) non-related persons may live with the residing family as such term is therein defined.
4. Updated owner contact information (address, phone and email, etc.) must be provided to the Association Management.
5. Owners are responsible for providing copies of the CC&Rs, Bylaws and these Rules & Regulations to tenants.
6. Owners are responsible for the actions of their tenants and their guests and invitees.

## NOISE

1. No one shall make any excessive noise that will disturb or annoy the occupants of any of the units or permit anything to be done which interferes with the rights, comfort, convenience or quiet enjoyment of the other unit occupants.

2. Social gatherings inside or outside units including construction/home improvements shall abide by the local city noise ordinance.
3. Residents are reminded to be considerate of their neighbors at all times regarding noise from music, cars, pets, etc.

## COMMON AREAS

1. Common and limited common areas include parking areas, grounds, walkways, and all landscaped areas, etc. as noted on the plat map. These are areas not owned by the homeowner individually, rather owned as an association.
2. Clothes lines, gym equipment, sand boxes, dog houses, portable swimming pools, permanently installed umbrellas, antennas and other similar pieces of equipment shall not be allowed on the Common Areas.
3. The common areas shall not be littered, defaced or misused in any way including the adding of any personal property, landscaping materials, and sidewalk chalk. Violation warnings and/or fines may be assessed.
4. Owners will be billed directly for any and all damages to common areas as a result of actions of owners, renters, guests or pets.
5. Residents are not to store anything in, or drive any type of vehicle on or across, any of the landscaped areas.
6. Front Porch – Outdoor furniture of decorative nature are acceptable. No shoes or other personal items may be stored on the front porch.
7. Front Porch/Area - The outside landscaping, driveways, and entryways of units are to be kept clear of bikes, toys, scooters, skateboards, debris, and car parts etc.
8. Back Patio - Chairs and tables may be placed on the back patio within reasonable limits. These must be of an outside nature (patio furniture).
9. Back Patio - Bikes are allowed on back patios but may not be driven through the landscape areas to be placed there.
10. Back Yard/Patio - Garbage may not be placed or stored on patios.
11. Back Patio - No RVs, 4 wheelers, motorcycles, mopeds, or motorized vehicles of any kind on back patios.
12. Window Coverings- Solar screens and outdoor window treatments must be HOA approved. Blinds, and curtains are allowed. No foil, newspapers, sheets, or blankets can be used as window coverings. No stickers or decals are to be exposed from the outside.

## PARKING

1. Each unit may park in the garage or driveway of their unit only. Additional vehicles must be parked outside the development area.
2. Resident vehicles will be towed or booted without notice and fines may be assessed to the unit if parked in visitor parking, common areas including on rocks/sidewalks/curbs, or blocking another unit. In the case of towing and booting, fees must be paid by the owner before the car will be released to the owner. Tow pick up fees will also be billed to the owner.
3. Spaces marked for 'Visitor Parking' may not be used by owner/tenant vehicles and will be towed and/or booted if found in these areas. Cars parked in visitor parking areas for more than 72 hours will be towed at the discretion of the HOA. Contact the management company for visitor extensions.
4. Vehicles may not be parked in such a manner as to prevent ready access to any parking spaces.
5. Repair AND/OR washing of vehicles is not allowed in the visitor parking, and common areas.
6. No person shall bring or keep within the common areas any boat, recreational vehicle, mobile home or trailer, or any vehicle too large to fit in one parking space (including limousines).

7. Junk vehicles, inoperable vehicles or vehicles without current registration plates, licenses or inspection stickers are not allowed in the common areas and may be towed without notice.
8. No person shall bring or keep within the development any vehicle not equipped with the proper muffler in good working order, or which causes an unreasonable amount of noise for any reason. Diesel trucks/cars can be an annoyance and obtrusive when parked in areas close to habited areas. If you require an earlier departure than 8:00am and your car/truck is noisy in any way, please plan ahead and park outside the area.
9. Moving vans and other trucks used to move household items in and out of units are allowed for reasonable periods of time.
10. Each vehicle shall be parked within the lines of the parking spaces.
11. The Association reserves the right to tow or boot, at any time and without notice, any vehicles found to be in violation of these Parking Regulations, at the risk and expense of the owner of the vehicle.

## PETS AND ANIMALS

1. An Owner may keep and maintain in their Unit up to three domesticated pets such as dogs, cats, or other usual and ordinary household pets, provided that they are not kept, maintained or bred for any commercial purposes. Pets must not be tied up outside in the common area for any length of time. When outside their respective premises, pets must be kept on leashes and all waste left by pets shall promptly be cleaned up.
2. No pets may be kept on the premises which result in an annoyance or are obnoxious to other Owners or occupants.
3. Any Owner, Tenant, or association management personnel may cause any unleashed dog, or unattended tethered dog, and or any other such animal found within the Community to be removed to an animal shelter under the jurisdiction of Cedar City or Iron County by calling the appropriate authorities, whereupon the Owner may upon payment of all expenses connected therewith, to repossess the dog or other such animal.
4. No dog whose barking disturbs other Owners or occupants shall be permitted to remain on the Property. Report all incidents to Cedar City Animal Control.