



SKYRIDGE
MOUNTAIN COMMUNITY

ASSOCIATION RULES AND REGULATIONS

AUGUST 2021

TABLE OF CONTENTS

1. INTRODUCTION.....	3
2. SKYRIDGE MOUNTAIN COMMUNITY ASSOCIATION	4
A. SKYRIDGE GUIDELINES.....	4
B. PUBLIC ACTIVITIES	5
C. HIKING, BIKING AND EQUESTRIAN TRAILS.....	8
D. MISCELLANEOUS RULES.....	9
E. TRASH AND OTHER MATERIALS.....	10
F. LEASING OF RESIDENCES	11
G. VEHICLES AND PARKING.....	12
H. ANIMAL GUIDELINES.....	15
I. SIGN GUIDELINES.....	16
3. ENFORCEMENT GUIDELINES.....	18
A. ENFORCEMENT POLICY.....	18
B. TRAFFIC VIOLATION FINE SCHEDULE.....	19
C. DELINQUENCY POLICY.....	21
4. DEFINITIONS	22

1 - INTRODUCTION

Welcome to SkyRidge!

SkyRidge Mountain Community Association, Inc. (the “Association”) has been created to provide for the maintenance and beautification of our community’s common elements and provide our residents with convenient ingress and egress to and from the community. Its responsibilities include, among others, care of the private roads and certain roadway landscaping, maintenance of the Common Areas and Association Facilities. The Association exists to serve the best interests of SkyRidge Owners/Members and to be responsive to their needs and interests. It will work effectively in partnership and cooperation with SkyRidge Development, LLC. ("Declarant") to provide excellence in community services, leadership, and governance.

Like all successful communities, SkyRidge depends on its good people to be good neighbors – that is, sharing in the mutual protection of each other’s best interests. To aid in realizing that goal, the Declaration of Covenants, Conditions and Restrictions for SkyRidge (as amended or supplemented from time to time, the “Declaration”) has been recorded against each residential property. The Declaration contains necessary standards and restrictions concerning the development, maintenance, and Use of Residential property and Common Areas, and the responsibilities and authority of the Association. We recommend that each Owner/Member review the Declaration.

The rules and regulations set forth below, as they may be amended from time to time, shall supplement the Declaration relating to the governance of the property subject to the Declaration (the “Property”), and the Use of the Property by the Owners/Members and Residents.

The community that surrounds us is an element of the place we think of as our “home.” It is in that sense that SkyRidge desires to be a place where our heart is.

Welcome home to SkyRidge.

Board of Directors

SkyRidge Mountain Community Association

2- SKYRIDGE MOUNTAIN COMMUNITY ASSOCIATION

A. ASSOCIATION MANAGEMENT

The Declarant has contracted Coopers HOA Management to professionally manage, under the direction of the Association's Board, the Association, in accordance with the Governing Documents and applicable law.

The Association's Management Office is located at:

Coopers HOA Management
1750 Sun Peak Drive, Park City, UT 84098
Email: Info@CoopersHOA.com
Telephone: (435) 649-5351

3 - SKYRIDGE GUIDELINES

A. GENERAL GUIDELINES

1. Rules and Regulations. The SkyRidge Mountain Community Association Rules and Regulations (the "Rules") are in addition to the terms, covenants, conditions, restrictions, and agreements contained in the Declaration, the Articles of Incorporation for the Association, and the By-laws of the Association. In the event of any conflict between these Rules and any of the other Governing Documents, the Governing Document in question shall control. These Rules may be revised and/or supplemented from time to time by the Board of Directors of the Association (sometimes herein referred to as the "Board"), as provided for in the Declaration. Capitalized terms used herein which are not defined herein, shall have the meaning given to them in the Declaration, covenants, conditions, restrictions, and Architectural Guidelines.
2. Enjoyment. These Rules are intended to facilitate the enjoyment of the SkyRidge community ("Community") by Owners and Residents.
3. Applicable Laws. All applicable laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. Violations of laws, orders, rules, regulations, or requirements of any governmental agency having jurisdiction relating to SkyRidge community or Homesites shall

be corrected by, and at the sole expense of, the responsible Owner and, as appropriate, the violator.

4. Enforcement. The Association may waive any one or more of these Rules for the benefit of one or more Owner, but no such waiver by the Association shall be construed as a waiver of any other Rule in favor of such Owner(s) nor prevent the Association from thereafter enforcing any of these Rules against the Owner(s).
5. Rights Reserved. The Association, through the Board of Directors, reserves the right to adopt such other rules and regulations as may from time to time be necessary or desirable for the safety, security, care and cleanliness of the Community, the preservation of good order therein, or for the governance thereof by the Association.
6. Delegation of Rights. The Association may delegate any or all of its rights set forth in these Rules to a Manager. The Association reserves the right to enforce and to initiate legal and/or any other proceedings permitted against any Owner or Resident for breach of any of these Rules.
7. Manager. Wherever in these Rules reference is made to the Association, such reference shall include the Manager, if applicable, when acting on behalf of the Association and within the scope of its duties.
8. Rules Available. The Association will be responsible for keeping an updated copy of the Rules in effect available to any Owner upon request.

B. PUBLIC ACTIVITIES

1. Altering Landscaping. Owners are prohibited from destroying, removing, or altering the landscaping on property owned by other Owners.
2. Solicitation. Solicitation is not permitted within SkyRidge. Canvassing, soliciting, distribution of handbills, advertising materials, pamphlets, newspapers, or any other printed material, or peddling in on, or about the Community or placed on any vehicles.
3. Offensive Activities. No noxious or offensive activities or nuisance as determined by the Board shall be permitted to exist upon or emanate from any Homesite so as to be offensive or detrimental to any other Neighboring Property or to its Residents.
4. Security Cameras. Private security cameras are permitted, with ARC prior approval, to be installed

on a private Residence. Security cameras may not be used if they have the ability to monitor (view, hear) activities from Neighboring Properties or public areas. The camera shall not be directed so as to unreasonably infringe on anybody else's privacy. Security cameras may not be mounted on free standing poles.

5. Drones. The use of drones for commercial purposes is prohibited unless prior approval is granted by the Association. The use of any drone on or over Common Areas or Neighboring Properties is prohibited unless prior approval is granted by the Association. The use of drones is prohibited if such use infringes on the privacy of other individuals or creates a nuisance. The responsible Owner and drone user shall be liable for any damage to person or property arising out of the permitted use of a drone and shall indemnify and hold harmless the Association, SkyRidge Development, LLC., their respective successors and assigns, and their respective officers, directors, members of any limited liability company, shareholders, partners, employees and agents for all claims, loss, cost, liability, damages, expenses and the like (including without limitation, reasonable attorney's and para-professional fees and costs through all appeals) any of them may suffer or incur relating to any such use.
6. Weeds. No weeds or other unsightly growth shall be permitted on any Homesite.
7. Alarms. Residential alarm systems shall be monitored by a certified alarm company. Contact information for the alarm company must be provided to the Association, and the Association (or its designee) must be registered with the alarm company. In the event an alarm is set-off and not addressed within a reasonable amount of time, the Association personnel may enter the Residence and take all actions necessary to quiet the alarm. Additionally, if any Residence will be left unattended for any extended period of time, the applicable Owner must arrange for a local contact to be available to address emergencies or other alarm issues. All burglar alarms must be silent alarms.
8. Appropriate Attire. Attire appropriate for public wear (including shirts and footwear) and befitting the surroundings and atmosphere provided in the setting of the Community shall be worn at all times.
9. Certain Activities. No Owner or Resident, or invitee thereof, shall do anything within the Community, or bring or keep anything therein, which would in anyway
 - a. increase or tend to increase the risk of fire,
 - b. conflict with any rules or ordinances established by any governmental agency,
 - c. materially threaten or destroy the vegetation or wildlife within the Community,

- d. result in unreasonable levels of sound or light pollution,
- e. emit foul or obnoxious odors,
- f. cause an unclean, unhealthy, or untidy condition to exist.

10. Dumping Prohibited. No person shall discharge into the Community's sewer system, sinks, or storm drains any toxic or noxious matter in such concentrations as to be detrimental to or endanger the public health, safety or welfare of others or violate any law, ordinance or regulation. Failure to adhere to this restriction may subject the violating Owner to liability under local, state and federal laws, ordinances or regulations for any clean-up, personal injury or damage caused to another Homesite or any other portion of the Community.
11. Electrical Equipment. No Owner or Occupant shall, without the prior written approval of the ARC install any wiring for electrical installations, television antennae, machines or air conditioning units, or other equipment or appurtenances whatsoever on the exterior of any Residence or protruding through the walls, windows or roof thereof.
12. Fireplaces, Fire Pits and Outdoor Cooking. To preserve the high quality of the mountain air at SkyRidge natural gas fireplaces are highly encouraged. Each Homesite is allowed one interior wood burning fireplace.
 - a. Only natural gas outdoor fire pits are allowed.
 - b. Portable barbecues will only be permitted if they have lidded cookers.
 - c. Any and all permanently installed barbecues must be pre-approved by the ARC.
13. Hazardous Materials. No hazardous, toxic, noxious, contaminated materials nor any materials that may cause noxious odors shall be stored, placed or used anywhere within the Community. Any Owner who receives written notice from the Association indicating an item in or on their Homesite (or in their possession) violates this restriction must take all necessary actions to remove such item within twenty-four (24) hours of receiving such notice. In the event the item(s) is (are) not removed within twenty-four (24) hours, the Association (or its designee) may enter the Homesite and remove or cause the item(s) to be removed and charge the applicable Owner for any costs associated with such removal.
14. Noise. Please use common sense and courtesy in regard to voice levels, unnecessary noises and boisterous conduct that may disturb other Owners or Residents. This includes, but is not limited to, stereos, wind chimes, cell phones and/or sound emitting devices. Keep the volume of all such

devices and electronics at a reasonable level, considering the time of day, so other Owners and Residents are not disturbed.

15. Personal Property. Each Owner benefits from the equipment and furnishings within the Common Areas. Therefore, Owners may not borrow or remove any equipment or property belonging to the Association.

C. HIKING, BIKING AND EQUESTRIAN TRAILS

1. Trails. The SkyRidge hiking, biking, and equestrian trails located on Common Areas are subject to the following Rules. All users entering and using the trail system do so at their own risk. All users must follow the following rules and regulations affecting the hiking, biking, and equestrian trails.
 - a. Do not use trails when wet and muddy to avoid unnecessary trail damage.
 - b. Use caution in construction areas and at road crossings.
 - c. Trail may be closed or rerouted for construction or events.
 - d. Trail conditions are variable with no representation of safety.
 - e. Users assume responsibility for personal safety.
 - f. Bicyclists must yield right-of-way to hikers, horses, and uphill traffic.
 - g. Bicycle helmets are required for all cyclists.
 - h. Area and Trails are not patrolled.
 - i. No motorized vehicles.
 - j. No smoking or littering.
 - k. No off-trail travel - stay on designated trails.

D. MISCELLANEOUS RULES

1. Awnings, Shades. No awnings, shades, jalousies, or other device shall be erected or placed on or projecting from the exterior of any residence, so as to be visible from the outside without prior written permission from the ARC.
2. Balconies/Railings. The only items allowed on balconies overnight are outdoor chairs, tables, and other patio furniture. Such outdoor furniture shall be maintained at all times in good condition. No garments, rugs, or other objects (including towels or swimwear) shall be hung from the railings, window ledges or any exterior portion of any Residence or other part of the Homesite.

3. Holiday Lighting. Exterior lighting must be pre-approved by the ARC prior to installation, except for reasonable seasonal decorative lights which may be displayed between November 1st and April 15th.
4. Exterior Lighting. Lighting plan for any exterior lights, either on the house or as part of the landscaping, must be submitted and approved by the ARC prior to installation. All exterior lighting must be Dark Sky compliant.
5. Fireworks and Chinese or Sky Lanterns. Because SkyRidge is in a high-risk area for fire, the discharge of fireworks is not allowed unless pre-approved by the Association and discharged by a licensed professional. Likewise, the use of Chinese or Sky Lanterns is not allowed.
6. Guests. All guests will comply with the Rules at all times during their presence at the Community. The Owner is responsible for all damage resulting from use by the Owner's guests.
7. Safety; Emergency.
 - a. Owner's and their guests shall comply with all safety, security, fire protection procedures and rules established by the Association or any governmental agency.
 - b. Should an emergency situation occur, Association personnel and emergency personnel have the authority to enter a Homesite or Residence, and if deemed reasonably necessary at the time, by forcible entry. Any person entering a Homesite or Residence to address an emergency shall not be subject to any liability to the Owner(s) for trespass or other act deemed reasonably necessary under the circumstances at that time.
8. Storage. No Owner or Resident shall place, store or maintain any items or objects of any kind or otherwise obstruct transit through any Neighboring Properties.
9. Utility Systems. No Owner or Resident shall obstruct, alter or in any way impair the operation of the Community's utility systems.
10. Enforcement of the Rules. The Association expects all Owners and Residents to adhere to the requirements set forth in these Rules. Any Owner or Resident who has been advised by the Association that they are in violation of these Rules or other Governing Documents will immediately cease and desist that activity.
11. Performance of the Rules. In the event any Owner or Resident fails to keep and perform any of the terms and conditions of these Rules, subject to an applicable notice cure period (if any), immediately

upon written notice from the Association, the Association shall have the right to restore any affected part of the Property to its condition prior to such failure, and the Owner shall reimburse the Association upon demand for such cost of restoration, as provided in further detail in the Governing Documents. The Association may demand that the applicable Owner immediately restore to its prior condition any part of the Community affected by such person's failure to keep and perform one or more Rules. A failure by an Owner to comply with the terms and provisions of these Rules shall constitute a breach or default under the Governing Documents and the Association shall be entitled to any and all remedies which may be available to the Association.

12. Use and Enjoyment. No Owner or Resident shall interfere with or prevent the use and enjoyment of any part of the Community by any other Owner or Residents. It is intended that the Community is for the use of the Owners and Residents and the Association shall control access thereto by all persons whose presence the Association considers, in its reasonable discretion, to be prejudicial to the safety, character, reputation and interests of the Community and the Owners and Residents. The Association reserves the right to exclude or expel from the Community any person who, in the judgment of Association, creates a disturbance or nuisance or who shall in any manner act in violation of any of these Rules.
13. Invalidity. If any provision of these Rules is held to be invalid or unenforceable, the remainder of the provisions shall remain in full force and effect.

E. TRASH AND OTHER MATERIALS

1. Littering. Littering on any Neighboring Properties is not permitted.
2. Removal of Rubbish and Debris. No rubbish or debris of any kind, which may be deemed unsightly or offensive when viewed from any Neighboring Properties, may be placed, or is permitted to accumulate anywhere within the Property.
3. Concealed and Covered Garbage. At all times waste, garbage and trash must be kept in covered, sanitary containers designed for such purpose and located within an enclosed ARC approved area.
4. Trash Container Storage. Trash containers shall be stored within an enclosed ARC approved area out of the view of Neighboring Properties and may be only exposed to view when set out after 5:00 PM on the day before the scheduled day of collection. All trash containers shall be removed from view of Neighboring Properties after pick-up on the day of collection.

5. Clean Homesites. Each Owner shall regularly pick up all trash around their Homesite.
6. Improper or Offensive Use. No Owner or Occupant shall make or suffer any waste or unlawful, improper or offensive use of his or her Homesite, or any other part of the Community.
7. Trash Containers. No rubbish, trash, garbage, refuse, tree limbs, grass clippings, hedge trimmings or other waste material ("Trash") shall be kept or permitted on the Homesites or Neighboring Properties except in sanitary self-locking containers located in non-visible areas. For curbside pick-up, trash shall be placed in sanitary self-locking containers.
8. Odors. No odors shall be permitted to arise from trash containers so as to render any portion of the Homesite unsanitary, offensive or a nuisance to any Owners or Neighboring Properties.
9. Trash Storage. No stripped-down vehicles, lumber or other building materials, grass, tree clippings, metals, scrap, automobile pieces or parts, refuse or trash shall be stored or allowed to accumulate on any portion of a Homesite.

F. LEASING OF RESIDENCES

1. Leasing Minimum. The minimum term for renting or leasing a Residence is three (3) nights.
2. Tenant Rights. All leases shall provide that the right of the tenant to use and occupy the Residence, Common Areas and Association Facilities shall be subject and subordinate in all respects to the provisions of the Governing Documents, including these Rules and Regulations.
3. Right to Evict Tenant. All leases shall provide that the Association shall have the right to evict the Tenant upon the Tenant's failure to observe any of the provisions of the Governing Documents, including these Rules without compensation to the Owner or the Tenant by the Association.
4. Owner Liability. The Owner of a leased Residence shall be jointly and severally liable with his or her Tenant for compliance with the Governing Documents and to the Association to pay Assessments and/or any claim for injury or damage to persons or property caused by the acts or omissions of the Tenant and/or those for whom the Tenant is responsible.
5. Tenant Document Copies. An Owner must provide a Tenant with a copy of the Governing Documents, including these Rules and Regulations, prior to occupancy by the Tenant.

6. Lease Compliance. Leasing of Residences shall be compliant with the terms of the Governing Documents.
7. Businesses. Homesites used for any business must comply with Code and the Governing Documents.
8. Compliance with Governing Documents. The Owner will, at all times, be responsible for his or her Tenant's compliance with all of the provisions of the Governing Documents. Violations will be assessed against the Owner even though the infraction was committed by a Tenant.

G. VEHICLES AND PARKING

1. Conventional Passenger Vehicles. "Conventional Passenger Vehicles" shall be defined as station wagons, sport utility vehicles, family sedans, compacts, subcompacts, full size motorcycles, pick-up trucks, pick-up trucks with shells not extending above the cab level beyond one (1) foot, and passenger vans with extended tops.
2. Recreational Vehicles. "Recreational Vehicles or Equipment" shall include without limitation, trailers, boats, campers, trailer coaches, buses, motor homes, all-terrain vehicles, dirt bikes, or any other similar type of equipment or vehicle.
3. Commercial Vehicles. "Commercial Vehicle" shall be defined as a truck of greater than one (1) ton capacity and/or any vehicle with a sign displayed on any part thereof advertising any kind of business or on which racks, materials, and/or tools are visible, or with a body type normally employed as a business vehicle whether or not a sign is displayed on any part thereof, including but not limited to limousines.
4. Passenger Vehicle Parking. Only Conventional Passenger Vehicles are permitted to park on the Property. No Commercial Vehicles or Recreational Vehicles or Equipment shall be permitted to remain upon the Property, including, without limitation, streets, alleys, driveways, or side and rear yards, unless garaged, with the exception of Commercial Vehicles being used in the furnishing of services to the Association, Owners or Tenants and/or Recreational Vehicles or Equipment parked in front of any Homesite for the sole purpose of loading and/or unloading such Recreational Vehicle or Equipment. Commercial Vehicles and Recreational Vehicles or Equipment meeting the above requirements may be parked temporarily for up to ten (10) hours provided that they are not parked overnight.

5. Overnight Parking. No overnight parking (from 1:00 a.m. - 5:00 a.m.) is permitted on Association streets. Vehicles may not be parked on any area of the Homesite not designed for parking purposes.
6. Parking Violations. Owners are responsible for all parking violations of their Residents or guests.
7. Driveway Parking. Driveways may not be used for parking purposes if to do so obstructs free traffic flow, constitutes a nuisance, violates these Rules and Regulations, or otherwise creates a health and safety hazard (For example, vehicles cannot block sidewalks or walk paths).
8. Vehicle Maintenance. No Conventional Passenger Vehicle, Recreational Vehicle or Equipment, or Commercial Vehicle or any other motorized vehicle may be dismantled, rebuilt, repaired, abandoned, stored, disabled, serviced, or repainted on a Homesite unless performed within a completely enclosed garage which completely screens the sight and sound of such activity from Neighboring Properties.
9. No Parking Areas or Fire Lanes. No vehicles shall be parked or stopped, whether attended or unattended, within designated No Parking areas or Fire Lanes. Parking within fifteen (15) feet of any fire hydrant within the Property shall at all times be prohibited.
10. Traffic Flow. Vehicles parked on Community streets must be parked in a direction consistent with the flow of traffic.
11. Utah Vehicle Code. The applicable public agency, the Association and/or Manager shall be allowed to impose and enforce all provisions of the applicable Utah Vehicle Code sections, local ordinances and the Rules on any private streets contained within the Property. Any vehicles in violation of Utah Vehicle Code, local ordinances or these Rules are subject to fines and/or towing at the vehicle owner's expense.
12. Parking. Any vehicle parked in an unauthorized parking space or parked in any manner that obstructs free traffic flow, constitutes a nuisance or creates a safety hazard may be towed away at the vehicle owner's expense in accordance with applicable laws. Owners shall contact the Association if a vehicle needs to be towed in accordance with these Rules.
 - a. A notice of violation will place on an improperly parked vehicle, citing the parking violation and the fine associated therewith.
 - b. If the violation is repeated within six (6) months after the first violation, a notice of violation and warning that the next violation will result in the vehicle being towed at the

Owner's expense will place on the vehicle. The fine associated therewith shall be doubled.

- c. A third violation within six (6) months after the first violation will result in the vehicle being towed at the owner's expense in addition to the associated fine.
 - d. The enforcement process from first notice to towing can take as little as three (3) days. If an Owner has reasonable cause to believe he or she is not in violation of these parking rules, even though enforcement action has been taken, the Owner must, to suspend the enforcement process, notify the Association in writing and request a hearing.
 - e. The use of SkyRidge private roads and driveways shall be limited to Golf Academy owned golf carts, properly registered private golf carts, golf course and Association maintenance vehicles and any gasoline or electric vehicles which are licensed for operation on public roads and are driven by a licensed driver. Furthermore, such vehicles must adhere to all speed limits, street signs and normal parking requirements.
13. Loss or Theft. The Association does not guarantee the security of any vehicles or personal items in the Community. All vehicles shall be locked at all times and all valuables removed. The Association and its personnel are not responsible for any damage, loss or theft of a vehicle or any personal property left inside a parked vehicle.
14. Speed. All drivers must observe all applicable vehicular laws and maintain safe and proper speeds by observing the maximum posted speed limit within the Community, which, unless otherwise stated, is twenty-five (25) miles per hour.
15. Noise and Vehicle Alarms. No excessive noise from vehicles (including car stereos) or revving of engines is permitted. Should a vehicle alarm continue to sound for an unreasonable amount of time, the Association may hire a locksmith and take whatever action is deemed by them as reasonably necessary to stop the noise. The cost of any such locksmith shall be the applicable Owner's expense. Vehicle alarms that do not automatically shut-off after a specific amount of time are strictly prohibited at the Community.
16. Oil Leaks. All vehicles must be maintained in a manner to prevent oil stains in the Community. No oil catching or absorbing materials of any kind may be used underneath a vehicle. If a vehicle is leaking oil, it must be repaired immediately to stop the oil leak. Any excessive oil leaks or stains caused by an Owner's vehicle will subject the Owner and the owner of such vehicle to a cleaning fee and/or fines established by the Association.

H. ANIMAL GUIDELINES

1. Owner Responsibility. It shall be the absolute duty and responsibility of each Owner or Resident to clean up after their animals.
2. Nuisance. The Board shall have the right to prohibit maintenance of any animal which constitutes a nuisance to other Owners or Residents. Excessive dog barking or other animal noise will be deemed a nuisance.
3. Ordinary Pets. Ordinary house pets are permitted, subject to the guidelines contained herein and in the Declaration. Ordinary house pets shall include dogs, cats, caged domesticated birds, hamsters, gerbils, guinea pigs, aquarium fish, small snapping turtles and tortoises, domesticated rabbits, mice, and creatures normally maintained in a terrarium or aquarium.
4. Commercial Purposes. Notwithstanding the foregoing, breeding of any animals or pets, including ordinary house pets, or any other keeping of pets for any commercial purpose whatsoever within the Community is prohibited.
5. Unusual Pets. Unusual pets shall not be kept, raised, bred, or maintained on any portion of the Property, including the Homesite, Residences, Common Areas, or Association Facilities. Unusual pets shall include, by way of example and not limitation, those animals not generally maintained as pets, such as poultry, large reptiles, anthropoids, felines other than cats, canines other than dogs, rodents, birds, and other creatures other than those listed in paragraph three (3) above, or not maintained in a terrarium or aquarium. Pit bulls are also classified as an unusual pet and are, therefore prohibited. Horses, livestock, and wildlife are prohibited.
6. Damage or Injury. Pet owners are responsible for any property damage, personal injury, or disturbance which their pets may cause or inflict. Each Owner who determines to keep a pet agrees to indemnify the Association and hold the Association, Owners, and Residents harmless against any loss or liability of any kind or character whatsoever arising from or growing out of his having any animal in the Community.
7. Unattended Pets. Pets shall not be left unattended outside the Residence. No pet shall be kept tied up outside of a Residence or in any covered or screened porch or patio unless someone is present in the Residence.

8. Leashes. All dogs and cats shall be walked on a leash and in full control by their Owners at all times. Any pet shall be carried or kept on a leash when outside of a Residence or outside an enclosed area.
9. Animal Waste. Any solid animal waste shall be immediately picked up and removed and shall not be deposited on or within any Neighboring Properties other than the Owner's Homesite. If this is violated, Owner will be fined \$100.00 per occurrence.
10. Registration and Inoculations. All pets shall have and display, as appropriate, evidence of all required registrations and inoculations and the name and address of its owners.
11. Obnoxious Pets. If any pet becomes obnoxious to any Residents by barking or otherwise, the pet owner shall cause the problem to be corrected. If the problem is not corrected the pet owner will be fined.
12. Cruelty. No Resident shall inflict or cause cruelty upon or in connection with any pet.

I. SIGN GUIDELINES

No sign, poster, billboard, balloon, flag and/or other advertising device may be displayed on any portion of the Property except:

Temporary construction signs shall be limited to one standardized sign per site. A copy of the standardized sign requirements will be given out during the Pre-Construction Conference. This sign is intended for homesite identification therefore, it must be located adjacent to the access drive and facing the street in front of the Homesite. The construction sign may not be erected on a site earlier than two weeks prior to the onset of continuing construction activity and must be removed within two weeks of the issuance of a certificate of occupancy by the County, or immediately upon the passage of 30 calendar days without significant construction activity.

Standardized construction signs are required for all exterior construction projects and Residences within SkyRidge. The sign must be removed when construction is complete.

1. All standardized construction signs must be approved by the HOA. To ensure consistency, SkyRidge will produce and install the signs (Owners are responsible to pay for the costs associated with producing and installing the signs).

Only standardized real estate sales signs may be displayed within SkyRidge. The sign must be removed after event or transaction is complete.

1. All standardized real estate signs must be approved by the HOA. To ensure consistency, SkyRidge will produce and install the signs (Agents are responsible to pay for the costs associated with producing and installing the signs).

All allowed signs must be approved by the HOA before installation.

3 - ENFORCEMENT GUIDELINES

A. ENFORCEMENT POLICY

1. Violations. Any complaint that is an alleged violation of the Governing Documents will be processed according to the procedure outlined herein.
 - a. The first step in this process is to discuss with your neighbors any issues and concerns that you may have regarding a violation of the Governing Documents.
 - b. If you find you have difficulty dealing with your neighbor over a violation, contact the Association's Management Office for assistance.
 - c. In the event two (2) or more Owners file a Notice of Complaint, the Association's Management Office will take the following steps:
 - i. Send a Notice of Violation letter to the Owner with the alleged violation stating the alleged violation and the date needed to cure such violation.
 - ii. Send a second letter with a Notice of Hearing date to the Owner with the alleged violation if the violation is not cured.
 - iii. A Notice of Hearing is sent not less than fifteen (15) days from the date of written Notice for the Hearing.
 - iv. The Owner with the alleged violation has the opportunity to be present in person or by written response to the alleged violation at a hearing before the Board. A written decision will be sent to the Owner within ten (10) days following the hearing.
 - d. If the decision is to pursue a monetary fine, the Association's Fine Schedule attached hereto as "Schedule 1", will apply.
 - e. At any point, the Board may determine to use the legal system or cause actual correction of the violation to effect a cure, at which time the Owner with the alleged violation may be responsible for legal fees and/or reimbursement of costs to the Association. If the Owner is found to be in violation of the Governing Documents, the Board may ratify any one or more of the sanctions as noted in the Declaration, and/or as otherwise available.

NOTE: A violation is defined as an act in conflict with the Governing Documents, including these Rules.

B. TRAFFIC VIOLATION FINE SCHEDULE

1. First Occurrence. A Notice of Violation with a request to correct or repair the deficiency will be

mailed to violator. The Board may, in its discretion, require an Owner to attend a hearing and pay a monetary fine upon the first traffic violation.

2. Second Occurrence. A Notice of Violation with a \$100.00 (Class A) or \$200.00 (Class B) fine will be imposed, and the Owner will be invited to attend a hearing with the Board of Directors.
3. Third Occurrence. A Notice of Violation with a \$200.00 or \$400.00 fine will be imposed and the Owner will be invited to attend a hearing with the Board of Directors.
4. Additional Occurrences. A Notice of Violation with a \$200.00 or \$400.00 fine will be imposed and the Owner will be invited to attend a hearing with the Board of Directors. The Board of Directors has determined that traffic violations shall continue to the appropriate level for each citation received within 12 months of the previous citation for each Owner consistent with previously reported similar violations as applicable.

Traffic Violations and Fines.

Class A	1st Offense	2nd Offense	3rd Offense
Up to 10 MPH over posted limit	Notice of Violation	\$100 fine	\$200 fine
Unlicensed driver	Notice of Violation	\$100 fine	\$200 fine
Other vehicle code traffic violation (e.g. parking violation)	Notice of Violation	\$100 fine	\$200 fine
Class B			
Failure to stop at stop sign	Notice of Violation	\$200 fine	\$400 fine
11 mph+ over posted limit	Notice of Violation	\$200 fine	\$400 fine
Failure to yield to pedestrians/bikes	Notice of Violation	\$200 fine	\$400 fine
Reckless driving	Notice of Violation	\$200 fine	\$400 fine

Failure to stop for school bus	Notice of Violation	\$200 fine	\$400 fine
Colliding with gates, gate entrance facilities, guard rails, light fixtures, postal boxes, etc.	Cost of Repair	\$500 fine plus cost of repair	\$1,000 fine plus cost of repair

Fines for Class A violations will continue to double with each repetition of the offense and additional penalties may be imposed as a “reimbursement assessment” based upon the actual cost to repair Association Facilities. Fines for Class B violations will continue to double with each repetition of the offense and additional penalties may be imposed as a “reimbursement assessment” based upon the actual cost to repair Association Facilities.

Any fines not paid will result in legal action per the Governing Documents. The Board of Directors will determine the time frame for curing of offenses for each violator consistent with previously reported similar violations; as applicable.

The Board of Directors has determined that enforcement of multiple violations of the same rule will be based upon a 12-month cycle. Similar violations within any 12-month period are subject to a doubling of the fine.

C. DELINQUENCY POLICY

1. Assessments. Assessments are due and payable in full on the first day of each month, quarterly, or annually as determined by the Board. All other charges including but not limited to capital improvement fees, reconstruction fees, late fees, interest, collection costs and fines are due as incurred. All assessments, capital improvement fees, reconstruction fees, late fees, interest and collection costs are subject to the “Delinquency Policy.”
2. Payments received will be applied in the following order. Unpaid principal including assessments, capital improvement fees, reconstruction fees and special assessments levied in accordance with the Declaration or applicable law, late fees, collection fees, interest, and Declaration violation fees.
3. Special Considerations. Any request for special consideration must be submitted to the Board prior to the assessment becoming more than sixty (60) days past due.

Action to be Commenced	# of Days Late	Charge to Owner
Late fee assessed on past due assessments.	30	12% per annum
Management sends a past due statement for all outstanding charges on the account. (Assessments, late fees, interest, collection)	30	No Charge
An 'Intent to Lien' letter is sent to the Owner by certified mail. Charge incurred for this letter will be levied against the delinquent account.	60	\$70
Documents and processing provided in accordance with applicable law including account detail, Delinquency Policy, and Fine Schedule.	60	\$15
A Notice of Delinquent Assessment Lien will be filed against the delinquent property and charges for its processing and recording will be levied against the delinquent account.	90	\$140
Copy of recorded document will be sent to Owner of record by certified mail in accordance with applicable law.	90	
Upon authorization of the Board, a Notice of Intent to Foreclose will be sent to the Owner. Delinquent	105	\$25
Owner will be liable for payment of fees and costs. Copies will be sent to the Owners of record.		
Account will be referred to the Association attorney or collection agent. All legal fees and costs of collection will be charged to the delinquent Owner.	135	Legal Fees & Costs
Upon receipt of payment in full, a Release of Lien will be recorded. Copies will be sent to all Owners of record.		\$25
Copies of documents to multiple Owners of record in accordance with applicable law: a) One copy only b) Handling fee for additional copies		No charge for first copy. \$10 every copy thereafter

Note: All fees subject to change without notice.

4 - DEFINITIONS

A. ALL DEFINITIONS

1. **Architectural Guidelines (sometimes referred to herein as “Guidelines”):** the SkyRidge Architectural Guidelines as defined in this Declaration and adopted as part of the Governing Documents, including any and all Amendments thereto (which may be either added or modify restrictions applicable to a certain Subdivision or area in the Community) and appendices thereto.
2. **Architectural Review Committee (sometimes referred to herein as the “ARC”):** the committee formed to review Plans and specifications for the construction or modification of Improvements and to administer and enforce the Architectural Guidelines for SkyRidge.
3. **Articles of Incorporation (referred to herein as the “Articles”):** filed with the Utah Division of Corporations and Commercial Code for SkyRidge Mountain Community Association, Inc., a Utah non-profit corporation.
4. **Association:** the Utah nonprofit corporation organized by Declarant under the name “SKYRIDGE MOUNTAIN COMMUNITY ASSOCIATION, INC.,” to administer and enforce the Covenants defined herein and to exercise the rights, powers and duties set forth in this Declaration, the Articles, the Bylaws, and any other Governing Document.
5. **Association Facilities:** certain land and the Improvements situated thereon, within the Property reserved for the exclusive benefit and Use of the Members including, but not limited to, a clubhouse, community center, lounge, pool, and related facilities.
6. **Association Use:** a benefit reserved for the Members’ exclusive Use and enjoyment of the Association Facilities.
7. **Board of Directors or Board:** the Board of Directors of the Association.
8. **Builder(s):** a Person(s) or company who acquires Homesites in the Project for the purpose of improving and constructing Residences, Buildings or other Improvements and/or an Owner’s General Contractor (including any and all of such contractor’s subcontractors, employees, agents, materialmen, and other Persons working in conjunction with the construction of Improvements on such Owner’s Homesite). Builder(s) does not refer to the Declarant under this Declaration.

9. **Building:** any structure constructed within the Project.
10. **Bylaws:** the Bylaws of the Association, as the same may from time to time be amended or supplemented.
11. **Community:** sometimes referred to herein as the “SkyRidge Mountain Community” or “SkyRidge.” The master planned Residential Community shall be known as “SkyRidge.”
12. **Common Area(s):**
- a) all land, and the Improvements situated thereon, within the Property which the Declarant indicates on a Plat or other Recorded instrument as Common Area(s) or Open Space(s) which is/are to be conveyed to or leased by and maintained by the Association as described in Section 3.2; and
 - b) all land, and the Improvements situated thereon, within the Property which the Declarant or Board declares as “Association Facilities” for Association Use, which is to be conveyed to or leased by and maintained by the Association and reserved for the exclusive benefit and Use of the Members.
13. **County:** Wasatch County, Utah.
14. **Covenants:** The Covenants, conditions, restrictions, Assessments, charges, rights, obligations, servitudes, liens, reservations, and easements set forth in this Declaration, as amended or supplemented from time to time.
15. **Declarant:** SkyRidge Development, LLC, a Utah limited liability company, and the successors and assigns of Declarant’s rights and powers hereunder. Declarant shall also include any Person or Persons that have been assigned and have agreed to assume certain of Declarant’s rights and/or obligations in this Declaration pursuant to Section 19.1 effective upon the Recording of a written instrument signed by the Declarant and such Person or Persons that evidences such assignment and assumption.
16. **Declaration:** this Declaration of Covenants, Conditions and Restrictions for SkyRidge, as amended or supplemented from time to time.
17. **Family:** Means (a) one or more natural persons related to each other by blood, marriage, or adoption, or (b) a group of natural persons not all so related, but who maintain a common household in a Residence.

18. **Fire Lanes:** Means fire protection access easements over portions of the Property as dedicated by the City and/or County
19. **Governing Documents:** this Declaration, Supplemental Declarations and Amendments, Articles of Incorporation, Bylaws, Architectural Guidelines and Rules and Regulations.
20. **Homesite:** any area of real Property within the Project designated as a Lot on any Plat Recorded or approved by Declarant to be used for Residential Use.
21. **Manager:** such Person retained by the Board to perform certain functions of the Board pursuant to this Declaration or the Bylaws. The Manager for the Association shall carry out certain responsibilities of the Association as required herein, by the Development Agreement, and by any other Governing Document.
22. **Member:** any Person holding a Membership in the Association pursuant to this Declaration as an Owner of a Homesite.
23. **Membership:** a Membership in the Association and the rights granted to the Owners and Declarant pursuant to Article VII to participate in the Association.
24. **Neighboring Property and Neighboring Properties:** any Homesite, Parcel, Common Area including Private Roads, Developer Areas, or public roads within the Project other than the specific Property in reference.
25. **Other Uses:** Uses by Declarant or designee of portions of the Developer Areas for retail business purposes as defined in the Governing Documents and in accordance with the Master Plan, e.g., sales center for the sale, resale, or rental of Homesites or Residences within the Community or other communities designated by Declarant in its sole discretion. Declarant may assign, in whole or in part, its rights under this Section.
26. **Owner:** (a) any Person(s) who is (are) Record holder(s) of legal, beneficial or equitable title to the fee simple interest of any Homesite including, without limitation, one who is buying a Homesite under a Recorded contract or Recorded notice of such contract but excluding others who hold an interest therein merely as security shall not be deemed the Owner thereof for purposes of this Declaration.
27. **Residence:** any Building, or part of a Building, on a Homesite which is intended for occupancy and

Residential Use as a separate residence.

28. **Resident:** refers to the following:

- a) Owner, guest of Owner, tenant or lessee actually residing on any part of the Assessable Property; and
- b) Members of the immediate family of each Owner, lessee, tenant or buyer actually living in the same household with such Owner, lessee, tenant or buyer; and
- c) Subject to the Rules and Regulations (including the imposition of special non-Resident fees for Use of the Association Facilities if the Association shall so direct), the term “Resident” also may include the on-site employees, caretakers, guests or invitees of any such Owner, lessee, or tenant, if and to the extent the Board in its absolute discretion by resolution so directs.

29. **Trail System:** the system of trails within the Project which is established from time to time by Declarant and/or the Association and which may be identified pursuant to the Governing Documents.

30. **Tenant:** Means anyone occupying or in possession of an Owner’s Residence by means of a written lease or rental agreement.

31. **Use:** one or more specific types of property development and classification as set forth in Section 5.1 of this Declaration.

32. **Visible from Neighboring Property:** with respect to any given object, that such object is or would be visible to a person six feet (6’) tall standing on Neighboring Property, on the level of the base of the object being viewed.