



# Red Ledges Community Association

## Rules and Regulations

**Table of Contents**

- 1. **Introduction**..... 3
- 2. **Association Guidelines**..... 4
  - a. General Guidelines..... 4
  - b. Public Activities..... 5
  - c. Trash and Other Materials..... 7
  - d. Leasing of Units..... 8
  - e. Vehicles and Parking..... 8
  - f. Private Golf Carts..... 11
  - g. Animal Guidelines..... 12
  - h. Miscellaneous Rules ..... 13
  - i. Sign Guidelines..... 15
- 3. **Red Ledges Security Gate Access**..... 18
  - a. Procedures and Devices..... 18
  - b. Real Estate Events and Entry Approval..... 19
  - c. Events and Parties..... 20
- 4. **Enforcement Guidelines**..... 22
  - a. Enforcement Policy..... 22
  - b. Traffic Violation Fine Schedule..... 22
  - c. Delinquency Policy..... 24
- 5. **Forms and Schedules Section**..... 26
  - a. Form A: Gate Access Request..... 27
  - b. Form B: Event Access Request..... 28
  - c. Form C: Notice of Complaint..... 29
  - d. Form D: Order Form – Custom Home..... 30
  - e. Form E: Real Estate Listing Open House..... 31
  - f. Form F: Private Golf Cart Registration..... 32
  - g. Schedule 1: Fine Schedule ..... 33
  - h. Schedule 2: Fees and Deposits..... 34
- 6. **Definitions**..... 35

## 1. INTRODUCTION

Welcome to Red Ledges!

Red Ledges 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, greenbelts and trails; and operation of gate entrance facilities to monitor vehicular access and provide roving patrols. The Association exists to serve the best interests of its property Owners/Members and to be responsive to their needs and interests. It will work effectively in partnership and cooperation with Red Ledges Land Development, Inc. ("Declarant") and Red Ledges Club ("Club") to provide excellence in community services, leadership and governance.

Like all successful communities, Red Ledges 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 Red Ledges (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 area, and the responsibilities and authority of the Association. We recommend that each 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 their guests and invitees.

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

Welcome home to Red Ledges.

Board of Directors  
Red Ledges Community Association

The Association can be contacted at:

Red Ledges Community Association  
205 N. Red Ledges Blvd  
Heber City, UT 84032  
Email: [HOA@RedLedges.com](mailto:HOA@RedLedges.com)  
Telephone: 435-657-4068

## **2. ASSOCIATION GUIDELINES**

### **A. GENERAL GUIDELINES**

1. The Red Ledges 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.
2. These Rules are intended to facilitate the enjoyment of the Red Ledges community the “Community”) by Owners and their family members, permitted Tenants and guests (such family members, permitted Tenants and guests are herein collectively referred to as “Occupants”).
3. These Rules are intended to govern Owners, Occupants, invitees, contractors and other persons using the Common Area under the auspices of the Owner. With respect to compliance with these Rules, an Owner shall be held responsible for the actions of the Occupants, invitees, contractors and other persons for whom they are responsible.
4. 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 the Common Areas or any Unit or Lot shall be corrected by, and at the sole expense of, the responsible Owner and, as appropriate, the violator.
5. 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) and Occupants.
6. 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 and security and care and cleanliness of the Community, the preservation of good order therein, or for the governance thereof by the Association.
7. The Association may delegate any or all of its rights set forth in these Rules to an Association manager (the “Association Manager”). The Association reserves the right to enforce and to initiate legal and/or any other proceedings permitted against any Owner for breach of any of these Rules.
8. Wherever in these Rules reference is made to the Association, such reference shall include the Association Manager, if applicable, when acting on behalf of the Association and within the scope of its duties.

9. The Association will be responsible for keeping an updated copy of the Rules in effect from time to time and shall make available printed copies to any Owner upon request.

## **B. PUBLIC ACTIVITIES**

1. Altering Landscaping. Owners are prohibited from destroying, removing or altering the landscaping on the Association Property and on portions of private Lots for which the Association holds a maintenance easement without the approval of the Board of Directors or by delegation, the Architectural Review Committee (or ARC). Any encroachment into Association Property or Club Property will need to be addressed through Association protocol per the Governing Documents. Owners are prohibited from destroying, removing or altering the landscaping on property owned by other Owners.
2. Solicitation. Solicitation is not permitted within Red Ledges. 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 or golf carts parked in the Community is prohibited, and the Owners shall cooperate and assist the Association to prevent same. This restriction includes door-to-door solicitation, fundraising and other similar activities.
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 portion of the Association Property or any portion of a Lot or Common Area so as to be offensive or detrimental to any other Lot or Common Area or to its occupants.
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 shouldn't 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 Club Property or Association Property is prohibited unless prior approval is granted by the Club or the Association, respectively. 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, Red Ledges Land Development, Inc. and the Club, 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 Lot.
7. Alarms. Any alarm installed or connected in a Unit must 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 Unit and take all actions necessary to quiet the alarm. Additionally, if any Unit 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 is to be worn at all times.
9. Certain Activities. No Owner or Occupant, or invitee thereof, shall do anything within the Community, or bring or keep anything therein, which would in anyway (i) increase or tend to increase the risk of fire, (ii) conflict with any rules or ordinances established by any governmental agency, (iii) materially threaten or destroy the vegetation or wildlife within the Community, (iv) result in unreasonable levels of sound or light pollution, (v) emit foul or obnoxious odors, or (vi) cause an unclean, unhealthy, or untidy condition to exist.
10. Children.
  - a. Compliance with these Rules by children is the responsibility of the Owner parent(s).
  - b. Owners are responsible for the actions of any and all children under their charge while present in Common Area.
11. 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 Lot or any other portion of the Community.
12. 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 Unit or protruding through the walls, windows or roof thereof.
13. Fire; Outdoor Cooking. No fires, including barbecue fires or any other outdoor fires, shall be allowed in any part of the Common Area; provided however, Owners with private uncovered outdoor space (i.e. a backyard) may use barbecue grills, provided, that the same does not constitute a nuisance to other Owners or Occupants.
14. 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 Lot (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 Master Association (or its designee) may enter the Lot and remove or cause the item(s) to be removed and charge the applicable Owner for any costs associated with such removal.

15. Noise. Please use common sense and courtesy in regard to voice levels, unnecessary noises and boisterous conduct that may disturb other Owners or Occupants. 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, taking into account the time of day, so other Owners and Occupants are not disturbed.
16. 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. TRASH AND OTHER MATERIALS**

1. Littering on the Association Property or Common Area, or vacant Lots is not permitted.
2. No rubbish or debris of any kind, which may be deemed unsightly or offensive when viewed from any public or private street or from any other Lot, Common Area or Association Property, may be placed or permitted to accumulate anywhere within the Property.
3. At all times refuse, garbage and trash must be kept in covered, sanitary containers designed for such purpose and located within enclosed areas or areas screened from the view of any other Lot, Common Area or Association Property.
4. Trash containers may be exposed to the view of neighboring Lots, Common Area or Association Property only when set out after 5:00 PM on the day before the scheduled day of collection. Any trash containers shall be removed after pick-up on the day of collection.
5. Each Owner shall regularly pick up all trash around his or her Lot.
6. No Owner or Occupant shall make or suffer any waste or unlawful, improper or offensive use of his or her Lot, or any other part of the Community, nor shall any Owner or Occupant alter or remove any furniture, furnishings or equipment from the Common Area.
7. No rubbish, trash, garbage, refuse, tree limbs, grass clippings, hedge trimmings or other waste material ("Trash") shall be kept or permitted on the Lots or Common Area 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. No odors shall be permitted to arise from trash containers so as to render any portion of the Lot unsanitary, offensive or a nuisance to any Owners, the Common Area or to any other Lots in the vicinity.

9. 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 Lot.

#### **D. LEASING OF UNITS**

1. No portion of a Unit, other than an entire residence, shall be rented by the Owner. The minimum term for renting a Residence is 90 days. There shall be no subleasing of Units or assignment of leases without the prior written approval of the Association.
2. All leases shall provide that the right of the Tenant to use and occupy the Residence and the Common Area shall be subject and subordinate in all respects to the provisions of the Governing Documents, including these Rules and Regulations.
3. 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. The Owner of a leased Unit 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. The Owner shall provide the Association with a copy of all executed leases in their entirety for the residence. All leases shall be in writing and shall be approved as to form by the Association. The Association may charge an Owner an administrative fee for reviewing and approving proposed leases.
6. An Owner must provide a Tenant with a copy of the Governing Documents, including these Rules and Regulations, prior to occupancy by the Tenant.
7. Leasing of Units shall be in compliance with the terms of the Declaration.
8. No Lot may be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storage, vending, or other such nonresidential purposes. The provisions of the Governing Documents do not preclude professional or similar occupations without external evidence thereof. Garage Sales and Estate Sales are prohibited.
9. Each Lot shall be used as a Residence for a single Family and for no other purposes.
10. 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.

#### **E. VEHICLES AND PARKING**

1. "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 not extending above the top more than six (6) inches.
2. "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 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. 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 Lot 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. No overnight parking (from 12:00 a.m.-5:00 a.m.) is permitted on Association streets. Vehicles may not be parked on any area of the Lot not designed for parking purposes.
6. Owners are responsible for all parking violations of their Tenants or guests.
7. 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. 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 Lot unless performed within a completely enclosed garage which completely screens the sight and sound of such activity from streets, Common Area and all neighboring Lots.
9. No vehicles shall be parked, stopped or left standing, 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. Vehicles parked on Association streets must be parked in a direction consistent with the flow of traffic.

11. The applicable public agency, the Association and/or a designated agent of the Association 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 to applicable laws. Owners should contact the Association if a vehicle needs to be towed in accordance with these Rules.
  - a. The Association's patrol service will routinely patrol the Community and upon identifying an improperly parked vehicle, will place a notice of violation on the vehicle citing the parking violation and the fine associated therewith.
  - b. If the violation is repeated within six (6) months after the first violation, the patrol service will place on the vehicle a notice of violation and warning that the next violation will result in the vehicle being towed at the owner's expense. 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 before the Board of Directors.
  - e. The use of Red Ledges private roads and driveways shall be limited to Club-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 should be locked at all times and all valuables removed from view. 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.

#### **F. PRIVATE GOLF CARTS**

Private golf carts are permitted within the Common Area streets of Red Ledges subject to annual approval and registration by the Association. The carts may not be driven off-road. The carts must appear to be well maintained (for instance, well painted with no visibly broken parts or damage) and comply with the Association's safety and operational standards. (Article VI, section 1(p), page 13 of the Declaration). All registrations must be renewed annually before May 1.

***Private golf carts may not be used on Club Property, including the golf course.***

An owner who desires to use a private golf cart in the Common Area is required to register the golf cart with the Association and meet the following conditions:

- 1) Insurance:
  - a. Provide the Association with a copy of the certificate of insurance showing proof of general liability coverage of \$500,000 with a note referencing insurance coverage that applies with respect to the use of a golf cart.
  - b. The owner shall name, as an additional insured, Red Ledges Community Association, Inc., Red Ledges Land Development, Inc., and Red Ledges Club, LLC and shall require such policy provide that it can be cancelled only upon 30 days' prior written notice to the Association.
- 2) Golf Cart must have the following safety features:
  - a. Rear view mirror
  - b. Reflectorized warning devices on front and rear of cart, or headlights and taillights
- 3) All drivers of such golf cart must be a licensed driver and must operate the golf cart in a safe, prudent manner and in accordance with the rules and regulations adopted by the Association and all applicable governmental regulations.

Complete "Form F: Private Golf Cart Registration" and contact the Association to schedule an inspection.

#### **G. ANIMAL GUIDELINES**

1. It shall be the absolute duty and responsibility of each Owner or Tenant to clean up after their animals.
2. The Board shall have the right to prohibit maintenance of any animal which constitutes a nuisance to other Owners. Excessive dog barking or other animal noise will be deemed a nuisance.
3. Ordinary house pets are permitted, subject to the guidelines contained herein and in the Declaration. Ordinary house pets shall include dogs (except pit bulls, whether full breed or mixed breed), 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. 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 shall not be kept, raised, bred or maintained on any portion of the Property, including the Lot and Common Areas. Unusual pets shall include, by way of example and not limitation, those animals not generally maintained as pets, such as poultry, livestock, horses, large reptiles, anthropoids, felines other than cats, canines other than dogs, rodents, birds and other creatures other than those listed in paragraph 3 above, or not maintained in a terrarium or aquarium. Pit bulls are also classified as an unusual pet and are, therefore prohibited.
6. 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 and other homeowners harmless against any loss or liability of any kind or character whatsoever arising from or growing out of his having any animal on the Property.
7. Pets shall not be left unattended outside the Unit. No pet shall be kept tied up outside of a Unit or in any covered or screened porch or patio, unless someone is present in the Unit.
8. 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 Unit or outside an enclosed area.
9. Any solid animal waste shall be immediately picked up and removed and shall not be deposited on or within the Common Area or portions of the Property other than the Owner's Lot. If this is violated, Owner will be fined \$100.00 per occurrence.
10. All pets shall have and display, as appropriate, evidence of all required registrations and inoculations and the name and address of its owners.

11. Every female animal, while in heat, shall be kept confined in the Unit by its owner in such a manner that she shall not be in contact with another animal nor create a nuisance by attracting other animals.
12. If any pet becomes obnoxious to the Owners by barking or otherwise, the Owner shall cause the problem to be corrected. If the problem is not corrected the Owner will be fined.
13. No Owner shall inflict or cause cruelty upon or in connection with any pet.

#### **H. 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. Flags/Banners. Only one flag/banner may be displayed at a time and must be on a mount attached the home – at or near a porch area (no freestanding flag poles). Flags/Banners are allowed on the front side of the home only and may be no larger than 3' x 5' in size. Flags or Banners must not be offensive in nature.
  - a. Approved flags
    - American Flag
    - Utah State Flag
    - College Team Flags
    - Professional Sports Team Flags
3. Balconies/Railings. The only items allowed on balconies overnight are outdoor chairs, tables or 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 Unit or other part of the Lot. Nothing shall be swept, shaken or thrown out of the windows, doors or balconies or in the lobbies, hallways, stairways or other areas of a similar nature of any Unit or other part of the Lot.
4. Holiday Lighting: Exterior lighting must be pre-approved by the ARC prior to installation, except for reasonable seasonal decorative lights which may be displayed only between Thanksgiving Day and February 1.
5. Exterior Lighting: There will be no exterior lighting installed after the original lighting is approved by the ARC. If a Homeowner wants to install exterior lights, either on the house or as part of the landscaping, the Homeowner must submit the lighting plan to the ARC for approval before installation.
6. Fireworks and Chinese Lanterns: Because Red Ledges 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 Lanterns is not allowed.
7. Guests. All guests will comply with the Rules at all times during their presence at the Community. The Owner is responsible for all damage to the Common Area resulting from use by the Owner's guests.
8. Safety; Emergency.

- a. Owners 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 Lot, and if deemed reasonably necessary at the time, by forcible entry. Any person entering a Lot 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.

9. Storage. No Owner or Occupant shall place, store or maintain in the landings, stairways, walkways, sidewalks, parking areas, driveways, roads, grounds or other Common Area of similar nature any furniture, packages or objects of any kind or otherwise obstruct transit through such Common Area.
10. Utility Systems. No Owner or Occupant shall obstruct, alter or in any way impair the operation of the Community's utility systems.
11. Enforcement of the Rules. The Association expects all Owners and Occupants to adhere to the requirements set forth in these Rules. Any Owner or Occupant 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.
12. Performance of the Rules. In the event any Owner or Occupant 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 Property 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.
13. Use and Enjoyment. No Owner or Occupant shall interfere with or prevent the use and enjoyment of any part of the Community by any other Owner or their Occupants. It is intended that the Community is for the use of the Owners and their Occupants 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 their Occupants. The Association reserves the right to exclude or expel from the Common Area 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.
14. 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.

## **I. SIGN GUIDELINES**

1. No sign, poster, billboard, balloon, flag or other advertising device may be displayed on any portion of the Property except (i) such signs as may be used by Declarant or a Neighborhood Builder in connection with the development of the Property and the sale, lease or other disposition of Lots; (ii) such signs as may be used by the

Association, the ARC, or the Red Ledges Club; (iii) one (1) address marker as subject to the Architectural Design Guidelines; (iv) signs advising of the existence of security services protecting a Lot as subject to paragraph 2 below;; and (v) Open House signs as outlined in the section REAL ESTATE EVENTS. All allowed signs must be approved by the ARC before installation.

2. Security System Signage: Two signs, one each on a front and rear window of a Residence, of not to exceed thirty (30) square inches, may be posted to announce the existence of an electronic security system.

### **Builder - Custom Home**

The Construction sign is used to advertise a home that is for sale while under construction. **To order this sign, use Form D.**

Construction signs are permitted to be placed on all home listings while the home is under construction. All such signs may be placed subject to the following restrictions and requirements:

- A. During Construction the sign may display the following in order:
  - a. Homesite Number
  - b. Property Address
- B. One sign is permitted per property.
- C. No brochures may be attached to signs.
- D. Construction signs must be removed upon recording of the Notice of Completion of the residence and may not be replaced.



**Homesite 452**  
**1488 N. Gold Mountain Circle**



### 3. RED LEDGES SECURITY GATE ACCESS

#### A. PROCEDURES & DEVICES

##### 1. Owners

- a. **Gate Remotes** – Owners may purchase gate remotes to operate the security gates. The number of access devices will be limited and there will be a fee for any replacement of lost devices as provided in the fee schedule adopted by the Association from time to time. The access devices issued to each Owner will be programmed to access only those portions of the Community available for use by such Owner.
  - i. Owners living in the Community are to complete the Gate Access Request form attached as “Form A” prior to issuance of gate access devices (remotes). A copy of the recorded grant deed indicating the legal Owner(s) of the Lot or a final escrow closing statement must be presented with this Form. The Form A is to be completed by the Owner of the property.
  - ii. Gate remotes are available at the actual cost to the Association, payable by check to Red Ledges Community Association.
  - iii. The remote fee is non-refundable.
  - iv. All issued remotes must be returned to the management office prior to sale of the property to prevent access of unauthorized persons.
- b. **Directory Listing** -- Owners who own built homes (not vacant land) may have their name listed in the directory on the gate podium. Guests can then use the directory listing to call the homeowner. Once the homeowner identifies the guest, the homeowner can remotely open the gate (by pressing "9" on the phone). Complete Form A to request a listing in the directory.
- c. Preventing Unauthorized Entry
  - i. Owners must comply with all security access rules to help prevent unauthorized entry into the Community.
  - ii. The remote should never be shared with unauthorized users (Do not lend out any access devices).
  - iii. Gate access codes will not be issued to property owners. All gate access must be by gate remote, or the gate podium directory.
  - iv. Homeowners shall only grant access to guests through the gate podium directory while the homeowner is on property.
  - v. Report any lost or stolen access devices to the Association as soon as reasonably possible so that this access device may be deactivated

##### 2. Owners' Guests and Vendors

- a. Owners may place a guest/vendor on their pre-authorized access list as noted upon Form A. It is the Owner's responsibility to update this form if they decide to remove or add a guest/vendor from or to their pre-authorized access list. This updated pre-authorized access list should be forwarded to

the Association's Management Office.

- b. When Owners are authorizing entry for guests/vendors not on their preauthorized access list, they will be required to notify the Association or Red Ledges Security of such arrivals. Owners are required to submit a written list of names to the Association or Security in the event they are authorizing entry for more than ten (10) people. If a minor is to submit a list, it must be signed by an adult Owner. Security Officers may ask the passenger of the vehicle for proof of identification.
- c. If the guests/vendors will be staying longer than one (1) day, the individual will be issued a guest pass for up to one (1) week. Security will ask the guests/vendors for proof of identification before issuance of this guestpass.
- d. Any abuse of entry privileges or Rules and Regulations by a guest or vendor will be the responsibility of the Owner.
- e. Guests and vendors are only authorized to travel directly to and from the authorizing Owner's residence.
- f. Contractors are required to adhere to the rules and regulations described in the Contractor Guidelines.
- g. An Owner of a Unit may permit other persons to occupy its Unit at the same time such Unit is occupied by the Owner, or at different times, provided that the maximum allowable occupancy limit is not exceeded. If a guest will occupy a Unit without the Owner, the Owner will provide the Association with the name and address of such person(s) in writing prior to such occupancy.
- h. Complete owner entry authorization form, Form A, (which form will be retained on file by the Association) for all service providers authorized to enter Owner's Lot. Owners are solely responsible for performing such background checks as they deem appropriate on cleaning or maintenance personnel that are provided regular access to their Lot.

### 3. Tenants

- a. Owners, or their legal representative, must submit a complete and executed copy of a lease or rental agreement before access will be granted to a Tenant.
- a. Procedures for access and applicable fees will apply to all Tenants. It is the responsibility of the Owner and Tenant to coordinate payment for any needed remotes.

## **B. REAL ESTATE EVENTS AND ENTRY APPROVAL**

### 1. Agent/Broker Entry Access

- a. Real estate agents are permitted entry to Red Ledges for the following:
  - i. To show a property currently listed for sale.
  - ii. Meet with an Owner whose property is listed with them.
- b. The Owner must pre-authorize the entry of listing real estate agents by adding the agents to the pre-authorized access list (on Form A) and

delivering that form to the Association. This form, with their listing agent's information, should be dropped off or emailed (scan) to the Management Office.

- c. If a real estate agent arrives at the gate and the agent has not been pre-authorized for entry, the agent must check in at the Greeter's Cottage by presenting the agent's business card and identifying which listing they will visit. Upon receiving this information, a gate access pass to admit the agent will be issued.
- d. For a client to be admitted unaccompanied by a real estate agent, the real estate agent or the Owner must be present at the property (home or homesite) and the client must be on the pre-authorized entry list.
- e. Agents are not permitted to solicit Owners for listings. This includes the practice of "farming", and distribution of brochures or other marketing items within Red Ledges.
- f. Passes are issued for one (1) day only.

## 2. Open Houses

- a. Open Houses are only allowed Monday through Saturday between the hours of 9:00 a.m. to 5:00 p.m. unless special permission is received from the Association.
- b. Use Form E to provide details of the Open House, including the date, time, anticipated number of attendees, and a list of pre-authorized attendees (if applicable). Form E must be delivered to the Association's Management Office at least five (5) business days in advance of the Open House.  
Management will forward a list of approved real estate events each week to Security.
- c. Gate Access: The security gate will not be held open for the duration of the open house.
- d. Directional Signs: Open House directional signs may be placed along the roadways during the day of the open house. ***The only directional signs permitted are those provided by the Association.*** Signs may be picked up at the Greeters Cottage the day of the Open House. Signs must be returned to the Association (at the Greeters Cottage) at the end of the day.
- e. No unauthorized open house signs, flags or banners of any kind are permitted at the gate entrances, interior intersections or anywhere within the private property boundaries of the Community. Any such signs posted without the permission of the Board will be immediately confiscated.

## C. EVENTS AND PARTIES

- 1. Owners are required to submit a written list of names to the Association in the event they are authorizing entry for more than ten (10) people. The guest list should be submitted no less than five (5) days prior to the event or party.

2. If the guest list exceeds fifty (50) people or there are multiple events, the Owner(s) will be required to hire security officers pursuant to the following schedule:
  - 1-50 guests: No additional security officers are needed unless there are multiple events (in which case the Owners would evenly share in the costs).
  - 51-100 guests: One additional security officer
  - 100+ guests: Two additional security officers
3. Security officers must be hired through the Association. Arrangements will be coordinated through the Association's Management Office.
4. Security officers must remain on duty for the anticipated duration of guest arrivals.
5. The Owner must complete and forward an Event Access Request Form attached as "Form B". This form and related fees for the additional Security Officers is to be forwarded to the Association's Management Office a minimum of five (5) days in advance of such event.
6. The Owner and all guests must abide by all parking requirements. Owners will be subject to fines and assessments for violations.

#### **4. ENFORCEMENT GUIDELINES**

##### **A. ENFORCEMENT POLICY**

1. 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, attached hereto as "Form C", the Association's Management Office will take the following steps:
    - i. Send a 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:

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 Property. 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 property. 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 are due and payable in full on the first day of each month 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. 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.

## **5. FORMS & SCHEDULES SECTION**

**FORM A: Gate Access Request**

**Property Owner Information**

Date: \_\_\_\_\_

Name \_\_\_\_\_ Work Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

Property Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Is this property currently being rented to a third party? Yes No

If yes, please attach a copy of the rental agreement and tenant contact information.

**GATE ACCESS REQUEST INFORMATION**

The access fee for each remote is \$35 payable to the Red Ledges Community Association. Vehicle Registration and proof of insurance are required.

Name:	Telephone:	Relation:
<input type="checkbox"/> Gate Remote <input type="checkbox"/> Show in Directory	Automobile Make/Model/Color/Lic. Plate	

Name:	Telephone:	Relation:
<input type="checkbox"/> Gate Remote <input type="checkbox"/> Show in Directory	Automobile Make/Model/Color/Lic. Plate	

**Permanent Guests/Vendors (pre-authorization)**

Name:	Type of Service:	Restrictions

Requested By: \_\_\_\_\_ Date: \_\_\_\_\_

**FORM B: Event Access Request**

These procedures and regulations have been established for the benefit of Owners and their Guests to avoid the inconvenience of unnecessary admittance delays.

Please complete this form in its entirety and forward with guest list and payment, if required, five (5) days prior to the event date to the Association.

Event Information

Event Date: \_\_\_\_\_ Event Type: \_\_\_\_\_

Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

Number of Guests: \_\_\_\_\_ Number of Vehicles: \_\_\_\_\_

- 1-50 Guests Security officer not required (unless there are multiple, concurrent events scheduled)
- 1-50 Guests Security officer requested (fee required)
- 51-100 Guests Security officer required (fee required)
- 100+ Guests Two Security officer required (fee required)

Contact Information

Homeowner Name: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Property Address: \_\_\_\_\_

Event Organizer: \_\_\_\_\_

Day Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

I/We, Member(s) of the Red Ledges Community Association and our guests, agree to abide by the Governing Documents including, but not limited to, guidelines relating to special events and parking included within the Community Association Rules and Regulations.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**FORM C: Notice of Complaint**

Please be as specific as possible to allow the Board to expedite the process in a timely manner. All alleged violations will be evaluated to ensure that they are considered a violation as defined by the Governing Documents.

Report Filed By:

Name \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Name \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Information Regarding Alleged Violation:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Description of alleged violation: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If additional space is needed, please use reverse of form.

Date(s) and time(s) of alleged violation: \_\_\_\_\_

How often does the alleged violation occur? \_\_\_\_\_

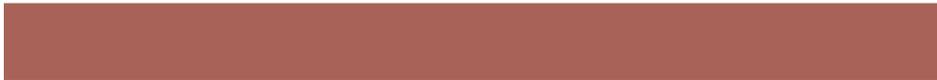
Have you attempted to resolve the situation? \_\_\_\_\_

**FORM D: Order Form: Builder – Custom Home**



# Homesite 452

1488 N. Gold Mountain Circle



**INFORMATION:**

Homesite Number: \_\_\_\_\_

Address: \_\_\_\_\_

New Sign (print, build, install \$250)

Please complete the form and return to Red Ledges Community Association. Include a rendering of the home and a check payable to Red Ledges Community Association.



**Form F: Private Golf Cart Registration**

Name of golf cart owner: \_\_\_\_\_  
Last First

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Make, model and description of golf cart: \_\_\_\_\_

Insurance Company: \_\_\_\_\_

Insurance coverage Date: From \_\_\_\_\_ To \_\_\_\_\_

Additional Insured:

\_\_\_\_ Red Ledges Community Association, Inc.

\_\_\_\_ Red Ledges Land Development, Inc.

\_\_\_\_ Red Ledges Club, LLC.

Amount of General Liability Coverage: \$ \_\_\_\_\_

\_\_\_\_ Number of days provided, to the association by written notice, for cancellation on policy.

\_\_\_\_ Attach copy of proof of insurance.

Registration Fee: \_\_\_\_\_

Lights/reflectorized warning devices:

\_\_\_\_ Front \_\_\_\_\_ Rear \_\_\_\_\_ Rear-view mirror

I agree to insure my golf cart subject to compliance with said requirements. I agree to keep my golf cart in good working condition and abide by the rules and regulations adopted by the Association.

Owners signature: \_\_\_\_\_ Date \_\_\_\_\_

Inspected by: \_\_\_\_\_ Date inspected \_\_\_\_\_

**SCHEDULE 1: Fine Schedule**

<b>General/Administrative</b>	
Minor covenant violation (i.e. recreational equipment, excessive noise, unapproved signage, landscape maintenance, etc.)	\$250*
<b>Construction/Landscaping</b>	
Construction/Installation without approval	\$1,000 a month for the first two months; \$2,000 per month thereafter*
Non-compliance with Design Guidelines	\$1,000 a month for first two months; \$2,000 per month thereafter*
Non-approved plan revisions	\$1,000
Construction start without approval	\$1,000
Damage to slopes	\$275 plus cost of repair
Damage to streetscape	\$275 plus cost of repair
Damage to HOA, club area or common areas	\$275 plus cost of repair
Damage to streets or curbs	\$275 plus cost of repair
Parking/staging	\$250**
SWIPPS	\$250**
Failure to install/maintain all-weather access	\$250**
Trash/Debris	\$250**
Fencing/screening	\$250**
Missed production submittal appointment (without notice)	\$250**
After hours work	\$550**
Other	\$550**

\*Fines may be applied monthly until compliance with Guidelines.

\*\*Fines may be applied weekly until

compliance. Notes:

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

Should a violation occur which imposes financial obligation upon the Association, then the party responsible for said violation shall reimburse the Association, by way of a special assessment. This special assessment will be due and payable immediately. Example: For damage to a fence, tree, or any other Association Property, repair and replacement costs will

be charged to the responsible party.

## SCHEDULE 2: Fees and Deposits

General/Administrative	
Gate Remotes	\$35
Custom Homes	
Design Review Fee	\$3,500 + \$.25 per square foot of entire home
Compliance Deposit	\$15,000
Street Impact Fee (deducted from Compliance Deposit)	\$2,500
AutoCAD files/lot exhibit	\$150
Minor landscape plan change review fee (softscape, planting)	\$250
Major landscape plan change review fee (hardscape)	\$500
Landscape plan change compliance deposit	\$1,000
Minor construction plan change review fee (e.g. exterior finish changes)	\$250
Major construction plan change review fee (e.g. room addition)	\$500
Construction plan change compliance	\$2,500
Re-inspection fee	\$250

## 6. DEFINITIONS

### Association Management

Association Management means Red Ledges Community Association, Inc. to perform functions of the Association through its Board of Directors and any management company retained by the Association, in accordance with the Governing Documents and applicable law.

The Association's Management Office is located at:

Red Ledges Community Association

205 N. Red Ledges Blvd

Heber City, UT 84032

Email: HOA@RedLedges.com

Phone: 435-657-4068

### Architectural Design Guidelines

Architectural Design Guidelines means the document which contains those architectural, development and design standards and guidelines which govern the placement, erection, installation and construction of all Improvements (as described in the Declaration and therein) within the Property as adopted by the Association and the Declarant from time to time pursuant to the terms of Article VII of the Declaration.

### Architectural Review Committee

Architectural Review Committee or "ARC" shall mean the committee formed to assist in the promulgation of design and development guidelines and application and review procedures for new construction upon the Property and any modifications to Improvements, and to review and approve the plans for same.

### Association Property

Association Property means all the real and personal property and Improvements which are owned in fee simple at any time by the Association, or over which the Association has an easement or encroachment permit for use, care or maintenance thereof, for the common benefit, use and enjoyment of Owners. In certain circumstances, "Association Property" may also apply to land owned by the Developer. The Association Property includes (for maintenance purposes but not necessarily fee ownership) all walls, median strips, slopes, berms, landscaping, trails, parkway areas, sidewalks, intersection plazas, and irrigation and drainage systems in public property or public rights-of-way in or near the Properties ("Public Property") designated for maintenance by the Association pursuant to the Declaration and other relevant legal documents.

## Family

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.

## Fire Lanes

Fire Lanes mean fire protection access easements over portions of the Property as dedicated by the City and/or County.

## Governing Documents

Governing Documents means the Declaration of Covenants, Conditions and Restrictions; Supplemental Declarations; the Articles of Incorporation; Bylaws; Architectural Design Guidelines; Architectural Theme Book the Rules and Regulations of the Association, Membership Plan, Membership Application and Agreement, as each of the same may be amended, modified or supplemented from time to time.

## Lot

Lot means any residential lot or parcel of land shown upon any recorded subdivision map or recorded parcel map of any portion of the Property, with the exception of the Common Area.

## Member, Membership

Member means any person or entity holding Membership. Membership means the property, voting and other rights and privileges of Members as provided in the Governing Documents, together with the correlative duties and obligations contained therein.

## Neighborhood Builder

Neighborhood Builder means an entity that acquires a portion of the Property en masse from the Declarant, Red Ledges Land Development, Inc., for the purpose of developing such portion for resale to the general public.

## Owner

Owner means the person(s) or entity(ies), including Declarant and Neighborhood Builders, holding fee simple interest of record to any Lot. The term "Owner" includes a seller under an executory contract of sale but excludes mortgagees.

## Residence

Residence means a building located on a Lot designed and intended for use and occupancy as a residence by a single Family.

## Tenant

Tenant means anyone occupying or in possession of an Owner's Lot by means of a written lease or rental agreement.