

IVORY CROSSING COMMUNITY RULES & REGULATIONS

This document establishes the community rules and regulations for the Ivory Crossing Homeowners Association, Inc. (ICHOA). Together with the Covenants, Conditions, and Restrictions (“CC&R’s”) and By-Laws, recorded jointly as the “Amended and Restated Declaration of Covenants, Conditions, and Restrictions and Bylaws for Ivory Crossing,” these Rules and Regulations form the “Project Documents” for the community.

Pursuant to authority granted in the Project Documents the Board of Trustees (“BOT”) of the ICHOA has established and adopted the following Rules & Regulations. If a topic is not included herein please reference the other Project Documents for further information, if any. Defined terms used in this document if not defined herein shall have the same meanings as set forth in the other Project Documents.

1. Clubhouse and Common Areas

a. Reservations

To make a reservation of the clubhouse contact the management company or complete the online reservation request. Specify reservation hours at time of reservation. There is a six-hour maximum for all reservations.

No more than 12 reservations permitted per Owner per year. Additional reservations must be previously approved by the BOT. Owners may have a maximum of three ‘Prime Time’ reservations per year. Prime Time reservations are Fridays, Saturdays and Holidays.

If necessary, Owners should cancel reservations promptly to allow for another owners’ use. Three or more cancellations within one year may result in loss of reservation privileges.

Whenever the clubhouse has not been reserved and is not in use an Owner may make an immediate reservation.

Reservation of the clubhouse for an event does not include the use of the pool by guests.

b. Business Use

Business use is only permitted upon prior written approval from the BOT and is subject to specific, limiting criteria. This includes the prohibition of using the common areas (including grass areas and parking lot) for bake sales, lemonade stands, etc. This does not include the approved community Yard Sales.

c. Cleaning and Damage

The clubhouse must be cleaned by the reserving Owner after each use. Owner will be fined \$100 for any damages to the clubhouse, including failure to properly clean-up. Owner will also be charged the costs to clean and/or repair any damages.

d. Owner Present

Owner must be present for the entire time of the reservation and is responsible to ensure that the clubhouse is closed and secured at the end of the reservation.

e. Other

The use of bicycles, scooters, skateboards, etc. is not allowed in the clubhouse. No smoking is allowed in the clubhouse, restrooms, or pool area at any time.

2. Swimming Pool

The community swimming pool is private and for residents use only. In addition to those posted at the pool, the following rules also apply.

a. No Lifeguard, Safety, Personal Responsibility

Lifeguards are not provided. Swimming is at each person's own risk. For safety, one should never swim alone. The community management and ICHOA are held harmless for any and all injury which may result from the use of the pool and facilities. The pool gate is to be closed after going in and out of the pool area to prevent accidents and non-resident use. Turn off restroom lights and lock restroom doors after use.

b. Age Restrictions

No children 14 and under are allowed in the pool or pool area unless accompanied by a person 18 years of age or older.

c. Operating Days and Hours

The pool will be opened as early in the season as weather permits and will operate daily until the weather no longer allows or as instructed by the BOT. When open, the pool hours are daily 8:00 a.m. to 10:00 p.m.

d. Guests

Each Owner is allowed up to four (4) guests at any time. The Owner must be physically present in the pool area at all times that a guest is present. Reservation of the clubhouse for an event does not include the use of the pool by guests.

e. No Reservations

Use of the pool area is free and open to all Owners and authorized guests. There is no reserving of the pool and surrounding pool deck area, including chairs, umbrellas, etc.

f. Animals

Pets are not allowed in the pool or clubhouse areas. Service animals assisting disabled individuals are permitted.

g. Attire

Conventional swim wear is required to enter the pool. "Cut-offs" and regular clothing are prohibited as they tend to unravel and clog the pool filters and equipment.

h. Behavior and Courtesy

Running, boisterous, obnoxious, unsafe, or rough play is not allowed. Spitting, spouting water, blowing the nose, or discharging bodily wastes in the pool is strictly prohibited.

Be courteous of other Owners and guests. No speakers are allowed. All Owners are responsible for the clean-up and removal of all items brought into the pool and clubhouse areas.

The use of bicycles, scooters, skateboards, etc. is not allowed within the gated pool area. Storage of smaller items is permissible; however, they should not obstruct sidewalks, or areas for chairs and equipment. All larger items are to be stored outside the pool gate and should not obstruct sidewalks or parking stalls.

i. Food, Beverage, and Smoking

Food and drink are prohibited unless consumed in the designated eating area. Food and drink are prohibited within 10 feet of the pool edge. All beverages within the pool area shall be in non-breakable containers. No glass containers are permitted in the pool or pool area. Alcoholic beverages are not permitted. Smoking is not allowed in the Clubhouse, restrooms, or pool area at any time.

j. Swim Diapers & Fecal Events

All babies and toddlers must wear a swim diaper and plastic pants. Regular diapers are not allowed in the pool. Owner is financially responsible for any “fecal” event at the pool caused by themselves, a family member, or guest.

k. Use

A bather using the facility must take a cleansing shower before entering the pools. If a bather leaves a pool to use the toilet, they must take an additional cleansing shower before returning. A person having a communicable disease transmissible by water may not use the pool. A person having any exposed sub-epidermal tissue (including open blisters, cuts, or other lesions) may not use the pool.

l. Enforcement Assistance

The pool attendant will lead in enforcing pool rules. Owners are asked to help enforce all rules to help prevent accidents and damage to people, the pool, and equipment.

3. Common Area Amenities Access

Each Owner is issued a key fob which provides access to the clubhouse doors and pool gate. Replacement cost for a lost key fob is \$25.00. Key fobs may only be used by the assigned Owner household and may not be shared with anyone else. Any other unauthorized access to the pool and clubhouse areas will be considered trespassing.

4. Owner Responsibility

Owner will be held financially responsible for fecal events at the pool, repairs or replacement of any damage to the pools, clubhouse, or Common Areas caused by any family member or guest. Violation of these rules may also result in disciplinary action including loss of privileges and imposition of fines. Any costs and fines will be added to Owner’s account and assessment, subject to the standard interest and collection provisions.

5. Trash and Recycling Containers

Trash and recycling containers may be placed curbside the night before trash day pickup. Trash containers are to be removed from the curb no later than midnight on trash pickup day and stored out of view of the street in garages or behind a fence.

6. Basketball Standards and Toys

No permanent basketball standards are allowed in the parking strips or in the streets. All toys are to be stored away from street view when not in use.

7. Flag Poles

Owner may install a flagpole upon approval from the Architectural Review Committee (“ARC”). If the flag of the United States of America is displayed, Owner agrees to follow the guidelines set forth for the proper display of the flag, as found at <https://www.usa.gov/features/usagovs-guide-to-displaying-the-american-flag>.

8. Seasonal Decorations

Seasonal decorations must be removed thirty (30) days after the holiday, weather permitting.

9. Permanent Exterior Lighting

Installation and operation of permanent exterior lighting is allowed following approval by the ARC. Lights may only be used continuously from the Day after Thanksgiving to December 31. Lighting may be used two (2) days before through the day after a state holiday, a national holiday, and the following days: February 14, March 17, Easter, October 31, or for other special occasions, at the Owners discretion, provided that it does not become a nuisance, or unsightly. Determination of violations of this will be at the BOT’s discretion.

10. Solicitation

Solicitation of all kinds (e.g. flyers, knocking, broadcasting, etc.) is prohibited in or about the community. Signs are posted at all entrances into the community notifying potential solicitors that all solicitation activity is not allowed. Owners are encouraged to refrain from doing business with solicitors who violate this "No Soliciting" policy.

11. Yard/Garage Sales

Community-wide “Yard/Garage Sales” are held three times per year, typically in May, July, and September, as scheduled by the BOT. All other individual Yard/Garage Sales are prohibited.

12. Violation and Enforcement

In addition to what is included in the Amended and Restated Declaration of Covenants, Conditions, and Restrictions and Bylaws for Ivory Crossing document (including, but not limited to, Section I, Definitions, Sections 35, and 36), violations of these Project Documents may result in any one or more of the penalties listed below, and as governed by the Utah Code – Community Association Act 57-8a found here: https://le.utah.gov/xcode/Title57/Chapter8A/C57-8a_1800010118000101.pdf

a. Warning

Before assessing a fine the BOT will provide an Owner a written warning that: (i) describes the violation; (ii) states the rule or provision of the Project Documents that the Owner's conduct violates; (iii) states that the BOT may, in accordance with the provisions of Utah Code, assess fines against the Owner if a continuing violation is not cured or if the Owner commits similar violations within one year after the day on which the BOT provides to Owner the written warning or assesses a fine against the Owner; and (iv) if the violation is a continuing violation,

states a time that is not less than 48 hours after the day on which the BOT gives the Owner the written warning by which the Owner shall cure the violation.

b. Fines

The BOT will assess a \$25.00 fine against an Owner if: (i) within one year after the day on which the BOT provides to Owner a written warning described above, the Owner commits another violation of the same rule or provision identified in the written warning; or (ii) for a continuing violation, the Owner does not cure the violation within the time period that is stated in the written warning.

An additional fine of \$50.00 will be assessed, without warning, against an Owner each time an Owner: (i) commits a violation of the same rule or provision within one year after the day on which the BOT assessed a fine for a violation of the same rule or provision; or (ii) allows a violation to continue for 15 days after the day on which the BOT assessed the fine.

Any fine assessed as set forth herein shall accrue 18% (APR) interest until all amounts (fines and interest) are paid in full.

c. Informal Hearing

An Owner who is assessed a fine may request an informal hearing before the BOT to dispute the fine within 30 days after the day on which the Owner receives notice that the fine is assessed.

At the hearing the BOT shall: (i) provide the Owner a reasonable opportunity to present the Owner's position to the BOT; and (ii) allow the Owner, a board member, or any other person involved in the hearing to participate in the hearing by means of electronic communication.

If an Owner timely requests an informal hearing no interest or late fees will accrue until after the BOT conducts the hearing and the Owner receives a final decision.

d. Appeal

An Owner may appeal a fine by initiating a civil action within 180 days after: (a) if the Owner timely requests an informal hearing, the day on which the Owner receives a final decision from the BOT; or (b) if the Owner does not timely request an informal hearing, the day on which the time to request an informal hearing expires.

e. Limitation on Owner Rights

Owner voting rights for any matter to come before the ICHOA, along with the use of the clubhouse, swimming pool and other amenity, may be suspended if any amount owing (assessment, fine or interest) is more than sixty (60) days delinquent.

f. Charges to Correct

Charges to an Owner may be levied to recover costs incurred by the ICHOA to correct the effect of damage to any common areas, or for any violation, in the amount of such recovery costs. This may include damage to the clubhouse, fecal incident response, etc.

g. Collections Policy

The following shall apply to all past-due accounts.

The file may be turned over to legal counsel for collections at any time.

1. A first delinquency notice will be sent thirty (30) days after the first missed payment date. Late fees and interest apply from the moment of delinquency.
2. A second delinquency notice will be sent sixty (60) days after the first missed payment.
3. A third delinquency notice will be sent ninety (90) days after the first missed payment. This letter will state that a lien may be filed at any time against the Owner's property for all assessments then delinquent. If a lien is filed a fee of \$100.00 will be charged. The Lien for delinquent assessments shall include all unpaid assessments, together with late fees, interest, and costs as detailed in the Project Documents.
4. Transfer of the processing of the account to legal counsel will be made at one hundred twenty (120) days after the first missed payment. Further legal action will then be pursued to either foreclose on the Lien or to file a complaint for judgment for all assessments, costs, interest and legal fees.
5. If ICHOA is successful in obtaining a money judgment, legal counsel may collect on the judgment utilizing all legal methods and the BOT may elect to foreclose the Lien.
6. Prior to release of any Lien all assessments, late charges, interest, and costs (including attorneys' fees) must be paid in full to ICHOA.

Cumulative Remedies - The right to lien for assessments and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which ICHOA may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments. The BOT shall have the sole discretion to choose the remedy for an unpaid assessment and such remedy may vary from situation to situation.

Lease After Foreclosure – In the event ICHOA takes title to an Owner's property through foreclosure, the BOT may elect to lease the property.

13. Other Guidelines, Rules, and Regulations

Within the other Project Documents reference is made to various guidelines, rules, and regulations that imply additional detail may be contained in the Rules and Regulations of the community. While mentioned therein, the following topics have specific requirements but currently do not have further detail beyond what is contained in the Project Documents:

a. Sheds and Other Accessory Buildings

Refer to Amended and Restated Declaration of Covenants, Conditions, and Restrictions and Bylaws for Ivory Crossing page 10 "7f "Approval of Plans and Specifications"

b. Landscape Guidelines for new landscaping or altering existing landscapes

All landscaping plans must be approved by the ARC prior to construction. Initial front yard landscaping (front and street-side side lot for corner lots) must be completed within nine months of closing unless that deadline falls within the winter months in which case the owners have until the end of the following May. Extensions of time may be granted by the ARC under

extenuating circumstances. Refer to Amended and Restated Declaration of Covenants, Conditions, and Restrictions and Bylaws for Ivory Crossing, Page 11 “Landscaping”

c. Unsightly Nuisances

Refer to Amended and Restated Declaration of Covenants, Conditions, and Restrictions and Bylaws for Ivory Crossing page 13 “Nuisance”

d. Solar Panels

Refer to Amended and Restated Declaration of Covenants, Conditions, and Restrictions and Bylaws for Ivory Crossing page 14 “Energy Conservation Equipment”

e. Home Occupation Guidelines

Refer to Amended and Restated Declaration of Covenants, Conditions, and Restrictions and Bylaws for Ivory Crossing, Page 14 “Business Use”

f. Parking rules and regulations

Refer to Amended and Restated Declaration of Covenants, Conditions, and Restrictions and Bylaws for Ivory Crossing, Page 14 “Storage and Parking of Vehicles”

g. Pet rules and regulations

Refer to Amended and Restated Declaration of Covenants, Conditions, and Restrictions and Bylaws for Ivory Crossing, Page 16 “Pets”

h. Renting rules and regulations

Refer to Amended and Restated Declaration of Covenants, Conditions, and Restrictions and Bylaws for Ivory Crossing, Page 18 “Leases”