

***The Ridges at Chalet Village
Resort Condominiums***

***Homeowner's Policies and Procedures
Handbook***

Revised & Adopted September 2021

INTRODUCTION

The Ridges at Chalet Village Homeowner Association (Association) is governed by its Declaration of Covenants, Conditions and Restrictions (CC&Rs) and Bylaws. Additionally, the Board of Trustees is authorized to adopt rules, policies, and procedures to address and resolve issues, including those that are created through normal day-to-day resort condominium operations. This Policies and Procedures Handbook contains a compilation of the Association's rules, policies, and procedures adopted by the Board of Trustees over time. While the Association's policies and procedures are not titled as rules, they shall be deemed as rules for purposes of enforcement.

SECTION 1: GOVERNING DOCUMENTS

The Association is a nonprofit corporation and a number of laws, including the Utah Revised Nonprofit Corporation Act (Title 16, Chapter 6a, Utah Code), Utah Condominium Ownership Act (Title 57, Chapter 8, Utah Code), health and safety codes, Internal Revenue Codes, building codes, FCC rulings and regulations, and miscellaneous other laws, apply to the Association. The Association is governed by these laws, the plat, the CC&Rs, the Articles of Incorporation, the Bylaws, and the Rules (collectively, the Governing Documents).

1.1 COVENANTS, CONDITIONS & RESTRICTIONS The CC&Rs were approved and recorded in Iron County, Utah on January 30, 2013. They define the basic restrictions and obligations of the Association and the owners.

1.2 BYLAWS

The Bylaws contain additional restrictions and obligations of the Association and the owners and govern the Association's day-to-day operations, i.e., rules for elections, conduct and location of meetings, designation and duties of officers of the Association, voting procedures

and

rules, etc.. The Bylaws were adopted by the Board of Trustees on January 30, 2013.

1.3 RULES

The rules of the Association include the Association's policies and procedures (collectively, the Rules), which the Board of Trustees may, in its sole discretion, adopt, amend, or eliminate from time to time.

SECTION 2: DEFINITIONS

2.1 ASSOCIATION

The Association is The Ridges at Chalet Village Homeowners Association, a Utah non-profit corporation.

2.2 BOARD OF TRUSTEES

The Board of Trustees (Board) is the governing body of the Association, appointed or elected in accordance with the CC&Rs, the Articles of Incorporation and the Bylaws of the Association. The Board acts on behalf of the Association.

2.3 COMMON AREAS

Common areas means all physical portions of the project, except the units themselves.

2.4 COMMON FACILITIES

The Ridges at Chalet Village Community Center (RCC) is for the exclusive use and enjoyment of owners and their guests. Owners will be held responsible for their guests whether present or not. The RCC consists of a meeting/game room and attached lavatories only. The RCC is a common area and users must comply with posted rules as referenced in The Ridges Community Center Rules, which are available at the Association's

Website- <https://ridgesbh.com/>.

2.5 CONDOMINIUM UNIT

Condominium unit, or unit, means a unit in the project together with the undivided interest (expressed as a percentage of the entire ownership interest) in the common areas, including the common areas designated as reserved for the use of a certain unit.

2.6 MANAGER

Manager means the person, firm, or company, if any, designated from time to time by the Association to manage, in whole or in part, the affairs of the Association.

2.7 OWNER

Owner means the person or persons owning a unit in fee simple in the project, as such ownership is shown in the records of the County Recorder of Iron County, State of Utah. The term "owner" does not refer to any mortgagee (unless the mortgagee has acquired title for other than security purposes) or to any person or persons purchasing a unit under contract (until such contract is fully performed and legal title conveyed on record).

SECTION 3: OWNERSHIP CONSIDERATIONS

3.1 INTERIOR OF UNITS

Each owner shall have the exclusive right to paint, repaint, tile, wax, paper, carpet, or otherwise decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of their unit and the surfaces of all walls, ceilings, floors and doors within such boundaries.

3.2 ACCESS FOR MAINTENANCE, CLEANING, AND REPAIR

The Association conducts routine inspections without notice. Weekly

(winter months) and Bi-weekly (summer months) to ensure water is off and heaters are on. This shall serve as notice as such. After hand delivering written notice to the occupant of a unit at least 24 hours in advance, the Board or the Association manager may enter a unit from time to time during reasonable hours, as may be necessary for the maintenance, repair, or replacement of any common areas. After giving notice that is reasonable under the circumstances to the occupant of a unit, the Board or the Association manager may enter a unit to make any repair that if not made in a timely manner will likely result in immediate and substantial damage to the common areas or another unit or units. The Association will be responsible for repairing any damage it causes to a unit. If the need to enter a unit is to repair a water or sewer leak in the unit, the Board or the Association manager may enter the unit, after knocking and giving the occupant reasonable time to answer, to shut off valves and/or to limit further damage. Additionally, all owners must provide the manager with keys and/or lock codes to their individual units. It is recommended that keys are also provided if locks have an electrical / mechanical component in case the electronic element fails.

SECTION 4: RESTRICTIONS ON USE

4.1 RESIDENTIAL USES

The units within the project shall be used exclusively for residential and recreational purposes, such purposes to be confined to units within the project. No unit shall be used for business or commercial activity; provided, however, that nothing herein shall be deemed to prevent any owner or their duly authorized agent from freely renting or leasing their unit from time to time.

4.2 NO NOXIOUS OR OFFENSIVE ACTIVITY

No noxious or offensive activity shall be carried on in or upon any unit or any other part of the project that is or may become a nuisance or may cause embarrassment, disturbance, or annoyance to other owners. No

activities shall be conducted, nor improvements allowed, in or upon any part of the project which are or may become unsafe or hazardous to any person or property

4.3 DRONE POLICY

Due to safety and privacy concerns, Brian Head Resort (“Resort”) prohibits the operation or use on or above Resort property of unmanned aerial systems, or drones, by the general public (including model aircraft by recreational users and hobbyists) without the Resort’s prior written authorization. This prohibition includes drones used for filming or videotaping, as well as any drone use by media or journalists operating above or within the area boundaries. This prohibition extends to any devices launched or operated from Resort property, as well as any launched from private property outside of the Resort boundaries. Please contact Shad or Dan at (435) 677-2035 if you have any questions or if you seek prior authorization to operate any such devices. Any authorized operation of drones on or above Resort property will be governed by Federal Aviation Administration (“FAA”) rules and regulations, local law enforcement, and / or U.S. Forest Service rules, as well as those policies separately established by the Resort, which may include certification, training, insurance coverage, indemnification requirements, and waivers or releases of liability. Any violation of this policy may involve suspension of your access privileges to the Resort, or the revocation of your season pass, as well as confiscation of any prohibited equipment, and may subject violators to any liability for damages, including, but not limited to, damages for trespass, violations of privacy, and physical injuries to persons and/or property, as well as legal fees.

Further, the use of drones is prohibited within private areas of The Ridges at Chalet Village complex. No lingering/viewing into unit windows.

SECTION 5: RULES

5.1 FINES

If a fine is assessed for a continuing violation, meaning a violation that continues without interruption for 24 consecutive hours or more, the Board may, without further warning, assess an additional fine each time the owner allows the violation to continue for 10 days or longer after the date the Board assesses the first fine for that violation. If a fine is assessed for a violation that is not a continuing violation, the Board may, without further writing warning, assess an additional fine each time the owner commits a violation of the same provision of the Governing Documents within one year after the day the Board assesses the first fine. Assignment and collection of any fines shall be handled in the same manner as collection of Association assessments, subject to the same process, up to and including lien assignment and foreclosure action.

Owners may be assessed fines if they or their guests or renters violate the Governing Documents. Before the Board may assess a fine it will be necessary for the violation to be reported, in writing (e-mail or messaging acceptable) to the Owner. When the violation is validated, the following process shall apply:

- (1) First Violation: Written warning without monetary penalty.
- (2) Second Violation: Assess a fine of \$100.
- (3) Third Violation: Assess an additional fine not to exceed \$500.
- (4) Fourth Violation: Assess an additional fine not to exceed \$500 (see Note).

The aggregate of fines assessed against an owner for violations for the same provision of the Governing Documents may not exceed \$500 in any one calendar month.

To dispute a fine, an Owner must request an informal hearing within 30

days after receiving notice that the fine has been assessed.

Note: Fines assessed for continuing violations of the Governing Documents shall continue with each violation as permitted under applicable law. Assignment and collection of any fines shall be handled in the same manner as collection of Association assessments, subject to the same process, up to and including lien assignment and foreclosure action.

5.2 COLLECTION OF DELINQUENT ASSESSMENTS. Monthly Association statements for assessments are prepared and issued prior to the end of the month for payments due on the first of the following month. If the payment is not received by the twentieth of the month in which the payment is due, the payment is classified "delinquent." All delinquent assessments will bear interest at 10% per annum. Any special assessments, interest, or late charges incurred during that preceding month will be added to the monthly Association statement. It will be tracked and assessed in the same manner, starting with the billing date and continuing until payment has been completed. Once a payment is classified "delinquent," the owner is liable for all existing and future payments, assessed for late charges and both administrative and legal fees until all monies owed the Association are "Paid in Full." The process that will be followed is shown in the following table. In each circumstance, the owner will receive written notification of the action in process.

Delinquent Accounting Processing

Days	Assoc	Fees (Notes 1 and 2)	
Delinquent	Action	Late	Legal
30	1) Notify Homeowner	\$20.00	None
60	1) Notify Homeowner 2) Initiate and file lien 3) Lock water to unit	\$100.00	Yes
90	1) Notify Homeowner	None	Yes

2) Submit Account to Board –
Recommend Foreclosure (Note 3)

120	1) Notify Homeowner 2) Foreclosure in process	None	Yes
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- Note 1: Late fees charged by the CPA or manager to prepare and forward notification letters and prepare the request for lien.
- Note 2: Legal fees charged by the Association's attorney to prepare formal letters, process lien and conduct foreclosure action. Court costs will be included as part of legal costs.
- Note 3: Prior to authorizing foreclosure, the Board will review the delinquent account to ascertain whether or not there are any unusual or special circumstances that could mitigate this action.

5.3 NOTICES

The Association shall deliver any notice required to be given by the Association to any mailing address or by electronic means, including text message or email address that an owner designates, or through the Association's website. Notwithstanding, an owner may, by written demand, require the Association to provide notice to the owner by mail.

5.4 GENERAL BUILDING RULES

- a) Noise generated in each unit must be limited to a level that is both reasonable and courteous at all times. Quiet time is 10:00 pm
- b) All garbage must be placed in the dumpster located on the entry driveway.
- c) NO barbeques of any type or kind are allowed on any balconies.

5.5 WATER

Owners are responsible to shut off water and DRAIN down their unit within 24 hours of departing their unit. Property Managers MUST conduct a visual inspection of all rooms after water has been turned on. Water should NOT be turned on more than 2 hours before check-in time. Responsible parties

must be properly trained with the procedure by a Board Member or Maintenance Agent. Renters are NOT allowed in private water room areas.

5.6 LAUNDRY FACILITY

The laundry facility is for the exclusive use of owners. Owners are requested to not use the facility outside of the hours posted on the laundry room door. Owners must empty the dryer lint trap, and leave the facility clean.

5.7 FIREPLACE USE

Units are permitted to have electric, pellet or wood burning fireplace. We encourage use of Duraflame type logs as they are foolproof, easy to light and minimize overbuilding. With regard to wood burning fireplaces, they constitute extreme hazards and require extreme caution. The Association has adopted the following rules:

- a) Be sure the flue is open.
- b) Do not place more than three logs on the fire at any time.
- c) Do not use any liquid fire starters.
- d) Keep the fireplace screen in place at all times.
- e) Do not leave a fire unattended.
- f) Use only a metal container to dispose of ashes and never throw ashes or wood from the balcony onto the ground or snow outside the unit.

5.8 FIREWOOD

Owners may keep firewood on their deck or in their assigned space in the garage. Firewood is the private property of the owner of that unit. Taking firewood from another owner without their permission is, in effect, stealing and is punishable under Utah law.

5.9 PARKING POLICIES

Owners are responsible for ensuring that their guests and tenants follow the Association's parking policies. Violators may be towed at the owner's expense. See Utah Code Title 72, Chapter 9, Part 6. No overnight parking of large vehicles such as RVs, trailers, and Sprinter vans is allowed, and

those vehicles may only be parked in the designated overflow parking areas.

5.10 PETS

Pets must be leashed and be under direct control while in common areas. Common areas include but are not limited to driveways, stairwells, walkways, alcoves, water rooms and Assn. owned unimproved land. Pet droppings must be picked up, bagged and deposited in containers at the base of stairwells, not on adjoining private property or unimproved land. In all cases, owners are responsible for their guest's and renter's pets under this policy. Brian Head Town enforces a similar rule. Owners not adhering to the policy will be noticed and assessed. (see 5.1)

5.11 OCCUPANCY LIMITS

Building Code 2015 of Utah, Section 1004.1.2, limits the number of persons that may occupy a unit to one occupant for every 200 sq/ft of living space (plus or minus 2 people). All owners must comply with these limitations and ensure that their guests also comply.

5.12 UNIT RENTALS

Owners renting their units must apply for, and comply with, the business license requirements in accordance with Brian Head Town, as well as any applicable Town, County, State or Federal laws. The location of any internet posting or other advertising medium for any rental of the unit must be given to the HOA Board of Directors.

Owners with licensed, short-term rentals must have a local representative or local manager to handle any emergencies and to address any problems that arise during the rental period.

Business license and contact information of the local representative or manager must be provided to the Board. Additionally, that same contact information, any applicable Association rules, and copies of the Good Neighbor Policy, Overflow Parking Map, and the business license must be posted conspicuously in the unit so that all guests have access to

them. Owners may be the local contact so long as they are within 15 minutes of Brian Head Town limits.

5.13 APPLIANCE POLICY

Installation of appliances must be approved by the Board before installation. The Board must have a written description of the work being performed. For example: a description of the appliance (washer/dryer...) what effect it will have on the plumbing, and the electrical service. The work must be completed by a licensed contractor, if required, according to applicable codes.

5.14 FIREWORKS POLICY

There shall be NO fireworks ignited on property. This includes the Fourth of July and 24th of July. Each year (weather permitting) the Brianhead Fire Department puts on a fireworks show for the public.

5.15 BICYCLE POLICY

Bicycles must be kept in garages, bike racks, or in the owners' units. NO bicycles may be kept on unit decks, left in the common areas, or on walkways.