

THE RANCHES MASTER HOMEOWNER'S ASSOCIATION

**BUILDER GENERAL RULES**

DULY ADOPTED BY THE BOARD OF TRUSTEES

ON August 8, 2005 – Revised on July 13, 2006

Where would we be without the vision, commitment and tireless efforts of the builders and developers? In an effort to maintain neat, attractive neighborhoods for the many homeowners that have purchased your quality homes and to help bring new home buyers into the area, the board would like to reinforce already established rules and guidelines. Please read the attached rules and please forward them to your site supervisors, so that this valuable information can get to all of your crew members.

In most cases your crews and sub-contractors are following these rules, but it only takes a few who are not to really make a neighborhood messy. It's hard to believe, but the #1 complaint we get at the HOA office deals with construction mess. We fully understand that construction work is, by nature messy, and nobody expects dirt free construction. Some builders do an exceptional job setting the standard on what can be expected on a construction site.

These rules have been established under the authority of The Ranches Master Association Covenants, Conditions & Restrictions (CC&R's), recorded with the Utah County Recorder's Office, to assure the maximum use of the facilities for the benefit of the community as a whole.

The Builder General Rules are only a sampling of the most common rules and restrictions and in no way to be the definitive list, nor do they replace in any way the laws and ordinances set forth by City, County or Federal Government entities. For more specific information consult The Ranches Master HOA Community Declaration, Bylaws, Subdivision CC&R's or Community Design Guidelines, available online at [www.rancheshoa.com](http://www.rancheshoa.com). You may also contact the Management Company for additional information.

**1. GENERAL:**

- a. **Temporary Structures.** No trailer, mobile home, tent, shack, or other temporary building, improvement or structure shall be placed upon any property without the prior approval of the DRC.
- b. **Construction Activities.** No such construction activities shall be deemed to constitute a nuisance by reason of noise, dust, presence of vehicles or construction machinery, posting of signs, or similar activities provided that such construction is pursued to completion with reasonable diligence and is in compliance with applicable federal, state and local laws and ordinances and any rules and regulations adopted pursuant thereto, and conforms to usual construction practices in the area.
- c. **Nuisances.** No rubbish or debris of any kind shall be placed or permitted to accumulate upon any Lot, and no odors shall be permitted to arise. No unsanitary, unsightly, offensive articles permitted or anything detrimental to any other property or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon any Lot so as to be, in the opinion of the Association's Board, offensive or detrimental to any other property or its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any Lot without the prior written approval of the DRC.

- d. **Hours of restriction.** The hours of construction noise restriction are as follows:
  - Residential:
    - 10:00 p.m. to 7:00 a.m. Monday through Saturday
    - Not before 9:00 a.m. Sunday or
    - After 10:00 p.m. until 7:00 a.m. Monday
  - Commercial:
    - 10:00 p.m. to 7:00 a.m. Monday through Saturday.
- e. **Road Rights of Way.** The Lot Owner will maintain the area from the edge of road pavement to the front Lot line as needed and supplementing City of Eagle Mountain maintenance to insure weed control, grass and vegetation height, uniform appearance, etc. Lot Owners shall maintain the respective areas in front of their Lots free of debris, etc.
- f. **Maintenance of Unimproved Lot.** Lot Owner is responsible from the date of receipt of deed to the Lot to maintain that unimproved Lot is free and clear of weeds, trash and debris. The Lot shall be mowed at least twice per year to maintain growth below twelve (12) inches in height except in the case of natural sage brush, trees and agricultural crops which shall be harvested timely.
- g. **Vehicles.** When possible, vehicles, trailers and dumpsters are to be kept off public roads. If parking on the street is necessary than roads must be kept passable at all times by regular traffic, especially around roundabouts. Vehicles & trailers left over night must be stored on the lot and never on the streets.
- h. **Street Cleaning.** Streets are to be kept clean and free of debris. Dirt on streets is to be cleaned up regularly. Regular levels of dirt cleaned weekly and heavy build up amounts cleaned daily.

## 2. SIGNS:

Below are temporary sign guidelines for builders;

- a. All signs shall be professionally manufactured.
- b. All signs shall be approved by the Design Review Committee prior to display.
- c. Banners of any kind are prohibited. Waivers may be related to holidays or special occasions, & New Model Homes, and shall be approved by the DRC.
- d. Balloons are allowed but shall be approved by the DRC before use.
- e. Signs posted on Ranches or Town property, such as streetlights, telephone poles, road signs, etc. are strictly prohibited.
- f. Signs shall not be placed on another person's property including Eagle Mountain City rights of way without DRC & owners approval.
- g. Signs greater than 8 ft. x 4 ft. shall not be placed on any residential lot.
- h. All signs greater than 8.5 sq. ft. shall be mounted on two 4 x4 posts as shown in the CC&R's and Design Guidelines.
- i. Unimproved (vacant) lots are allowed one sign not to exceed 4'x4'.
- j. **Direction Sign.** Are only allowed on the ladder signs leased by the city and approved by the DRC. These signs are limited to a company logo, slogan and directional arrow only.

- k. **Model Home Signs** (*used at Model Home lots only*).
- 1) Maximum size, 8 ft. wide 4 ft. high. (Not 6 ft. high, 4 ft. wide).
  - 2) Maximum height from ground level to top of sign 66" - (5 1/2ft.).
  - 3) The builder may use their own colors and designs. (Ranches Logo not required).
  - 4) One sign per model location.
  - 5) 'A' frame 'MODEL OPEN' type signs are permitted not to exceed 2'x4', must only be placed on the model home lot and only during operating hours.
  - 6) A minimum of 3 flags and maximum of 6 flags are required at Model home locations.
    - Flag poles shall be 16'-20 ft. to the top of pole.
    - Flag colors shall match model home sign colors.
    - Flag size: 8 sq. ft. min. 12 sq. ft. maximum.
- l. **For Sale Signs.**
- 1) All signs shall be the same size, 18 x 24.
  - 2) No Ranches logo or color required.
  - 3) Spec & resale signs are allowed.
- m. **Open House.** Commonly referred to as "Bootleg" signs are NOT allowed anywhere at anytime.
- n. **Subdivision Project Signs.** These signs only apply to builders who have inventory at any given time of 10 lots or more in a specific subdivision, (unless they are closing-out the final lots/homes). Builder's who qualify, can have one (1) project sign per subdivision. Minimum square footage of this type of sign needs to be 48 sq. ft. and a maximum of 96 sq. ft. and can be double-sided. Double sided signs can be placed in a 'V' no more than 30 degrees, with one center contact post. The tops of these signs can only be out of the ground 12' maximum. These signs are to be provided by, painted and lettered by the builders. These signs also must be installed on the builder's property, (not on the shoulders of parkway/street rights-of-way). The design & location of these signs needs HOA Design Review approval before installing.
- o. **Right of Enforcement.** In accordance with Section 5.17 of the Community Declaration, any Owner of any Lot which is subject to the Community Declaration, regardless of when it became so subject, at Owner's own expense, Declarant, the Association, and the Master Association Board shall have the right to enforce all of the provisions of this Declaration against any other Lot which is subject to the Declaration. Such rights shall apply regardless of when the Lot became subject to the Declaration and regardless of the Owners thereof. Such right of enforcement shall include both damages for and injunctive relief against the breach of any such provision.

## V. FINES, EXCEPTIONS AND APPEALS PROCESS:

- A. FINES: imposed for any violation will follow these general guidelines:

**FIRST NOTICE** - shall be a written notice clearly stating the violation and be hand delivered or sent by US Mail. This notice will request that the violation be either; corrected immediately, or to contact the management company to set up a reasonable time frame to correct the violation. All plan reviews will be held without approval until violation has been corrected.

**SECOND NOTICE** - If no contact has been made to the management company or the violation was not corrected within the time frame specified on the First Notice, the following steps will be taken:

- The builder will be charged \$100.00 per week per violation

- In most cases the management company is authorized to correct the violation at the builder's expense. The builder will be charged for the cost to correct the violation at \$50.00 per hour or the direct cost of a sub-contractor, whichever is greater.

THIRD & FINAL ACTIONS – If no contact has been made to the management company or the violation was not corrected, then the management company is required to:

- Place liens on the builder's lots/units.
- Be fined \$200.00 per week per violation.
- Obtain a legal injunction against the owner to correct the violation. The builder / lot owner will be required to pay any and all legal expenses, plus all fines.

**Pursuant to the CC&R's the Board reserves the right to collect any unpaid fines as an unpaid assessment, including the filing and foreclosing of a lien, and to seek all costs, expenses and attorney fees from the offending Owner(s)/Resident(s).**

- B. EXCEPTIONS: may be made to the rules and/or fines for violations; however, all requests must be submitted in writing to the Board who will then decide on any specific exception.
- C. APPEALS PROCESS: Owners or Residents of The Ranches may appeal any complaint or fine by submitting in writing a request for a hearing on the matter to the Board of Trustees within five (5) days of the receipt of notice of complaint or charge.
- D. RULES AND REGULATION CHANGES: These rules and regulation have been adopted by the Board of Trustees for the protection of each homeowner, resident and guest. Any changes to the rules and regulations may be proposed to the Board of Trustees. Each homeowner will be given written notification of any changes through the Newsletter thirty (30) days prior to the change(s) going into effect.