

Welcome to the Community

Welcome to Lone Rock Condominiums! We hope you enjoy living here and want to review a few of the community's rules (please refer to the **RULES & REGULATIONS** for complete details). This welcome letter serves to *outline* what will be expected from you and what you have the right to expect from your neighbors. If you heed these commonly overlooked policies, we hope to minimize potential fines and violations. Violations may result in a \$50-\$150 fine per occurrence.

- Each unit has two parking stalls (ONE “**assigned**” stall with your unit number and ONE “**unassigned, uncovered**” parking stall).
- No garbage or personal belongings should be stored or left outside of your unit at any time. Any leakage or damage will result in additional charges.
- All trash needs to be placed in the dumpster. Any trash that overflows, is left next to or outside the dumpster will result in a violation. No furniture may be disposed of in the dumpsters.
- Walkways and balconies are to be clear of any obstructions. Other than bicycles that are stored in designated areas under each stairwell, all items need to be stored inside your home.
- Pet waste needs to be cleaned up immediately. Failure to clean up after your pet will result in an immediate fine, increasing with each instance.
- Lone Rock is a NO SMOKING or VAPING community. Smoking/Vaping is prohibited within individual units and on community grounds. Violations will result in a \$50 fine.
- The pool is for the exclusive use of HOA residents and their occasional guests only. Only those with a working access key may enter the pool area. Pool hours are 6AM-11PM.
- Quiet time is from 10PM-7AM.

Notices are not an attack on your character but are part of the objective process set forth to make our community feel welcoming and look great.

We hope these tips will help you avoid violations.

If you have any questions, please contact Evolve Community Management at 801-473-8388.

OWNERS INFORMATION SHEET

HOMEOWNERS ASSOCIATION AND EMERGENCY CONTACT:

EVOLVE COMMUNITY MANAGEMENT

Phone: 801-473-8388 Email: hoa@evolveut.com

Mailing Address: 79 W 900 N, Suite C., Springville, UT 84663

To set up your online account owner portal, please email hoa@evolveut.com for assistance. HOA payments are due by the 1st of each month, and considered late after the 10th, with a \$25 late fee.

WARRANTY CONTACT/EMERGENCY ISSUES

Please contact Wayne Nunley @ 435-851-1365 or via email at wnunleyconstruction@gmail.com FOR APPLIANCES -- there is a one year warranty on your appliances with the manufacturer based on the installation date. Please refer to the model/serial number on your appliance to give to the manufacturer if it needs service.

UTILITIES

Utilities Included: Water, Garbage, Landscaping, and Pool Maintenance

Utilities NOT Included: Sewer, Electricity/Power, Fiber Internet Service

Utility Providers:

- ***Power/Electric:*** Hurricane City – Call the Utility Department at 435-635-2811, ext. 4
- ***Internet:*** Quantum Fiber by Lumen - 801-251-1590 or chris.larsen@lumen.com
 - *Connection instructions are inside the modem in your condo. There are no contracts; payments are made via auto withdrawal every month.*

RULES & REGULATIONS

As an **Owner and Tenant**, you are required to abide by the **Rules and Regulations**. As an Owner, you are required to inform your tenants of all Rules and Regulations for the condominiums. You will be responsible for them if they are not abiding by those requirements. Violations will be strictly enforced.

POOL KEY

To receive a pool key, the owner must agree to and sign the pool contract. If the assigned key is lost or misplaced, please contact Evolve Community Management (801-473-8388) immediately to have the key deactivated.

MAIL KEY

Once you have closed on your unit you can go to the post office with your contract, and they will assign you a postal box and supply you with your mailbox key(s).

INSURANCE

As per the "Insurance and Utility Requirements", the Owner is required to have an H-06 Policy covering "Contents, Liability and HOA deductible". Please Contact Greg Robison at Dastrup Insurance @ 801-369-1126

Links to info on your new condo:



Cleaning and care of your air filter



Water heater and water
turn off info



Clogged toilet and how
to turn off the water.



Breakers and GFI Outlets



Garbage Disposal info

EVOLVE

COMMUNITY MANAGEMENT

(801) 473-8388 | hoa@evolveut.com | 79 W 900 N. Ste C, Springville, UT 84663

Welcome and Congratulation on the acquisition of your unit!

Evolve Community Management is pleased to inform you that we are the HOA managers of **Lone Rock Condominiums**. We look forward to working with you. Our business hours are **Monday-Friday from 9:00 am – 5:00 pm**. We do our best to make ourselves available to answer any of your questions or address your concerns.

You can call us a **(801) 473-8388** or email us at hoa@evolveut.com. Should you have a maintenance emergency after hours, **please call 801-473-8388 and select Prompt 9. If the emergency is a fire or is life-threatening, dial 911.**

It is important to register for your online homeowner portal to access pertinent information to your community and to make HOA due payments. Payment is due on the 1st of each month. You will receive an email from Evolve Community Management with instructions. If you have any issues, you can also reference the info provided in this packet.

There are many positive benefits of being a member of an HOA such as liability insurance for the commonly owned property, important information about your community's Governing Documents, Rules & Regulations, etc. These regulations, when followed, hold your neighborhood appearance to a high standard that maintain and improve your property values. As a member of an HOA, you have a financial responsibility to support your community's common interests and amenities, of which you have partial ownership.

MOISTURE / CONDENSATION INFORMATION

Dear Resident/Homeowners,

From time-to-time management has received complaints about excessive moisture within the units. Many homeowners/residents see condensation on windows and believe there is an issue with the window or the installation of the windows. Because these types of issues arise every winter, we feel it necessary to provide greater insight as to why the problem occurs.

The problem with heavy moisture and condensation is created by having a relatively small, enclosed, and well insulated space that can trap excess moisture in the unit. Excess moisture can be created by something as simple as a long shower, boiling water, etc.

The following items are suggested to counteract this problem and keep air circulation flowing through the unit.

1. When you shower/bath, make sure you turn on the bathroom fan while bathing. Please leave the fan on for 20 – 30 minutes after bathing.
2. If you notice condensation on the windows, crack the window an inch or two until the moisture disappears. Let your furnace run for several minutes after cracking the window. Because the units are so well insulated, your power bill will not be affected in any noticeable way. A cracked window for 20 minutes will allow the moisture to dissipate.
3. If you are boiling water or cooking, turn on the fan built into the microwave. Again, the added air flow will help.
4. Make sure your dryer is properly connected and lint filter cleaned out often.
5. Do not push furniture directly up against the walls as it will impede air flow.
6. If excess condensation remains after trying all other methods, please consider purchasing a small dehumidifier. The dehumidifier will remove the moisture from the air.

If you or your tenants notice condensation or moisture on window seals, floors, etc., wipe it up. Owners or tenants will often confuse mildew with mold. If there is mildew or mold, you can add a drop or two of bleach to a spray bottle, spray the affected area and wipe it away. The bleach will act as a barrier from future mildew/mold.

If you have any questions, please do not hesitate to reach out to us at hoa@evolveut.com

Thank you,

Lone Rock Homeowners Association and Evolve Community Management

Lone Rock Condominium Homeowners Association

RULES AND REGULATIONS

Effective May 1, 2022

INTRODUCTION:

These rules are established as a basis for a successful community and an enjoyable lifestyle. At Lone Rock, rules are not only essential, but are a necessity. Rules are established by the Homeowners Association (hereafter referred to as "the Association" or "HOA") for the benefit of the members and for the protection of their property. Residents are responsible for complying with the rules and regulations and are, therefore, encouraged to assist in the enforcement of Association rules and regulations by reporting violators in writing to the Association Manager.

RULES AND REGULATIONS:

All residents should contribute to the enforcement of the Rules and Regulations, which govern our community. All complaints will be held confidential. All complaints **MUST** be in writing and signed by the complainant to be legally enforced. Management will then act upon all written complaints, when received.

All violations (unless otherwise noted) will be handled in the following manner:

IMMEDIATE FINES: Smoking violations and failure to clean up pet waste will result in an immediate fine of \$50 – no warning given.

FIRST OFFENSE: A written notice of violation will be delivered to the owner and/or resident and/or owner's rental agent. The owner and/or resident and/or owner's rental agent will be given a minimum of 48 hours (unless alternate duration is determined by the board) to bring the violation within compliance.

SECOND OFFENSE: A \$50 fine will be assessed to the owner, along with any additional expenses if the written violation is not brought into compliance within 48 hours.

THIRD OFFENSE: A \$100 fine will be assessed to the owner, along with any additional expenses if the written violation is not resolved.

ADDITIONAL OFFENSE: A \$150 fine will be assessed to the owner, along with an additional expense if the written violation is not resolved. Fines will not exceed \$500 per

month for the same offense.

All fines levied, pursuant to this schedule of fines, shall be collected pursuant to Utah law and may become a lien against the owner home.

All Homeowners or their rental agents have the right to dispute a violation and/or fine. Appeals must be in writing, to the Association Board of Directors, by a person having ownership in the community or their rental agent. Appeals must be received within (30) days of the date of notification of the fine.

If the owner or their rental agent is not present at the scheduled appeal hearing, it is to be considered that the owner has forfeited their right to an appeal. (Exception is for owners with no local rental agent, who live greater than 150 miles from the community. The appeal may be handled via written communication or via conference call). You will be advised of the hearing date, time, and place. The appeal hearing shall be conducted in the following manner:

- A majority of the Board of Directors must be present at the hearing.
- Homeowner or their rental agent will be granted 10 minutes to address the Board of Directors regarding the violation and fine in question.
- At the conclusion of 10 minutes, the Board of Directors may do any of the following:
 - Discuss the appeal in Open Forum and render a final decision to the homeowner before the hearing is concluded.
 - Adjourn to an Executive Session to discuss the appeal while the homeowner waits for a final decision to be rendered. A final decision may be rendered at the conclusion of the Executive Session.
 - Adjourn to an Executive Session to discuss the appeal. If a final decision cannot be reached at the conclusion of the Executive Session, the Board of Directors reserves the right to continue discussion and render a written decision to the homeowner within 30 days of the Meeting date. The Board of Directors, after the hearing, may levy a fine consistent with its governing documents and applicable law.

PARKING AND VEHICLE RULES

1. Residents may only park their vehicles within designated parking areas.
2. Parking of any vehicle on the street or sidewalk is prohibited unless parked in a designated parking space. Vehicles parked in violation are subject to immediate towing and/or fine.

3. No resident shall repair or restore any vehicle of any kind in, or about the limited common areas or common areas except for emergency repairs, and then only to the extent necessary to enable movement to a proper repair facility.
4. Storing vehicles in the limited common area or common area parking is prohibited. All vehicles that are parked for periods longer than 48 hours are stored and are in violation and are subject to towing and/or fines.
5. Each owner is responsible for leaking or damage caused by any vehicle using the limited common areas or common area parking.
6. Vehicles may not be parked on any sidewalks at any time.
7. Vehicles are not allowed to drive or park on the lawn at any time.
8. Driving motor-powered vehicles of any kind (mini-bikes, motorcycles, electric scooters, go-carts, go-peds, cars, etc.) on the sidewalks or landscaped areas is prohibited.
9. All drivers of motorized vehicles must have a valid driver's license.
10. Driving within the boundaries of the community at speeds more than 15 mph is prohibited.
11. Washing your vehicle on the property is allowed, only if cleanup is completed in a timely manner. (Remember to keep the water to a minimum.)
12. Except for purposes of loading or unloading passengers or supplies, NO RECREATION, COMMERCIAL OR OVERSIZED VEHICLE PARKING IS ALLOWED.
13. Each unit has no more than two adult occupants. Each unit has one assigned covered and one unassigned uncovered parking spot. More than 2 vehicles per unit is not allowed. Guest parking is only for guests' vehicles. Residents parked in guest parking will be towed at owner's expense. A unit with more than 2 vehicles may be fined or the vehicle(s) may be towed at owner's expense.
14. If any vehicle parked in the community fits within the below parameters, it will be deemed to be in violation and subject to immediate towing.
15. Recreational vehicles include, but are not limited to, boats, motorhomes, trailers, campers, snowmobiles, jet skis, 4-wheelers etc.
16. Commercial vehicles include, but are not limited to, any vehicle that has a commercial license plate or any commercial advertising on the vehicle proper.

Oversized vehicles include, but are not limited to, any vehicle that does not fit within the boundaries of a driveway (sidewalks are not part of driveway and must remain clear) or does not fit within a single designated parking space.

If you have a vehicle that falls within these parameters and it is found parked in any common or limited common parking space (driveways are considered limited parking), it is subject to immediate towing.

Please take whatever steps necessary to arrange to park these types of vehicles outside the community.

NUISANCE

It is the responsibility of each owner and resident to prevent the creation or maintenance of a nuisance in, on or about the community. The following are considered nuisances and are prohibited:

1. Unclean, unhealthy, unsightly, or unkempt condition on, in or about the home or the common area.
2. Parents/guardians/residents are responsible for any damage that their children may cause.
3. Lone Rock Condominiums is a non-smoking community. Smoking of any kind is prohibited within individual units, as well as within the community. Smoking is prohibited within the community streets, pursuant to Utah State Code UC § 57-8-16.
4. Any tobacco smoke that drifts into another residential unit, more than once in each of two or more consecutive days, is a nuisance under Utah State Law.
5. The storage of any substance, thing, or material, upon any home or in the common areas that will emit any foul, unpleasant or noxious odors, or that will cause any noise or safety, comfort, or serenity of the other residents.
6. Maintaining any plants, animals, devices or items, instruments, equipment, machinery, fixtures, or things of any sort whose activities or existence in any way is illegal or diminishes or destroys the enjoyment of the community by other residents.
7. Too much noise in, on or about any unit, or in the common area, especially after 10:00 P.M. and before 7:00 A.M.
8. Garbage and Debris: all rubbish, trash, refuse, waste, dust, debris, and garbage shall be regularly removed from the home and shall not be allowed to accumulate thereon or to be stored in such a manner that it is visible from the street. All trash needs to be placed in the dumpster. Any trash that overflows, is left next to or outside the dumpster will result in a violation. No furniture may be disposed of in the dumpsters.
9. Walkways and balconies are to be clear of any obstructions. Other than bicycles that are stored in designated areas under each stairwell, all items need to be stored inside your home.

10. Trees, Shrubs and Bushes: All common property located near driveways, entrances, exits, walkways, paths, and the street shall be maintained by the association. No owner may plant any shrubs, bushes, or trees without the WRITTEN consent of the Association. Owners may not alter or remove any of the existing plants, shrubs, or grass.
11. Business Use: No commercial trade or business may be conducted in or from any home, unless the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the residence. The business activity does not involve persons who do not live in the community coming into the community for business or going door to door.
12. Window Coverings: No aluminum foil, newspapers, reflective film coatings, blankets, sheets, or similar materials may be used to cover the exterior windows of any home. Only professionally installed dark window tinting, to protect the inside of the home is allowed, if it is not bright silver, gold or an otherwise bright color.
13. No structural alterations to any residential unit are allowed without WRITTEN consent from the Association. This includes attaching anything to any building.
14. SIGNS: Political signs (1) may be posted, during an election cycle, but must be removed the day after voting. For Sale or For Rent signs (1) may be posted. No other signs or banners are allowed, without written consent from the Management Committee.
15. Holiday decorations must be removed by the end of the second week of January, or within 2 weeks from the end of the holiday in which decorations were put up.
16. NON-MOTORIZED VEHICLES: which include, but are not limited to, bicycles, skateboards, scooters, roller blades, etc., must abide by the following rules:
 - a. Follow all traffic laws
 - b. Follow all community posted and non-posted rules
 - c. Yield to pedestrians
 - d. No jumping on, off or over curbs, stairs, roundabout area, or furniture. No construction of any form of a jump or ramp is allowed within the community May not cause a nuisance of any kind.
 - e. All complaints will be aggressively addressed.
17. All patios and porches must be always kept neat and clean. Patios and porches are not to be used for storage.
18. Soliciting and fliers are not allowed.
19. Exterior lights must be screwed in and working for safety purposes.

PETS

These Pet Rules and Regulations are established, implemented, and intended to supplement the Ordinances of Washington County governing pets and animals, or any other political subdivision having jurisdiction of the Community.

1. No dogs will be permitted in any of the public portions of the Community, unless carried or on a leash. When walking with a pet, it must be on a leash and under the control of a responsible person (defined as an adult 18 or older). The leash cannot extend longer than 6 feet.
2. The owner shall indemnify management, and hold harmless, against any loss or liability of any kind whatsoever arising from or growing out of having any pet or other animal in the Community.
3. The Association may impose fines against the owner and/or ban any pet or other animal that does not meet these Pet Rules and Regulations in terms of number, type, and purpose.
4. No more than two pets per household, approved by the Association, may be kept, or maintained for any purpose.
5. All fecal matter shall be immediately cleaned up, as provided herein. Individual homeowner's property must be kept clear of pet feces, whether from your animal or not.
6. Owners are responsible for all damage caused by their pet.
7. Pets, for whatever reason, cannot make noise to the point where it disturbs neighbors.
8. Owners shall prevent pets or other animals, which they keep, from attacking persons, pets, other animals, or property. It is unlawful for the owner or person having charge, care, custody, or control of any dog to allow such dog to attack, chase, or worry any person, any domestic animal having a commercial value, or any species of hoofed protected wildlife, or to attack domestic fowl. The term "Worry" means to harass by tearing, biting, or shaking with the teeth. Any owner whose pet or other animal participates in such an attack will be strictly liable for violation of this provision. In addition to being subject to prosecution under the laws and ordinances of the Washington County, or other political subdivision having jurisdiction over the community, the owner of such dogs, shall also be liable for damages to any person injured or to the owner of any animal injured or destroyed thereby or to the owner of any property damaged or destroyed thereby. The Association may impose fines against the owner and/or ban any pet or other animal that participates in any such attack.
9. Owners shall not allow pets or other animals to pose a nuisance as defined in these Rules and Regulations and in the applicable law and ordinances governing the Community. In addition to any penalties set forth in the law and ordinances of Washington County, or other political subdivision having jurisdiction over the Community, any owner or owners having charge, care, custody, or control.

Any animal which:

- a) Causes damages to the property of anyone other than its owner,
- b) Causes unreasonable fouling of the air by odors,
- c) Causes unsanitary conditions in enclosures or surroundings,
- d) Defecates on any public sidewalk, park, or building, or on any private property unless the person owning, having a proprietary interest in, harboring, or having defecation to a property trash receptacle,
- e) Barks, whines, howls, or makes other disturbing noises in an excessive, continuous, or untimely fashion,

- f) Molests passersby or chases passing vehicles,
- g) Attacks other domestic animals,
- h) Otherwise acts to constitute a nuisance or public nuisance under the provisions of other applicable laws and ordinances.
- i) Any animals, which by virtue of the number maintained, are offensive or dangerous to the public health, welfare, or safety, as determined by the Association, are deemed to be a nuisance.
- j) The Association may impose fines against the owner and/or ban any pet or other animal that creates a nuisance as determined by the Association. Violation of these Pet Rules and Regulations or violation of the Washington County Ordinances, or the laws and ordinances of any other political subdivision having jurisdiction under the Community, the unit owner shall be subject to fines as previously stated in the rules and regulations.
- k) Lone Rock Homeowners Association requires all homeowners to enroll in a DNA testing program. This program uses DNA to match uncollected dog waste to a specific dog so that the dog owner will be held accountable for failure to clean up the waste. Participation in this program is mandatory for all homeowners and/or tenants residing in the Community. The DNA registration fee shall be set by the board, to be reviewed yearly.
- l) All homeowners are required to register yearly.

INSURANCE

All owners are required to have an H-06 Policy covering contents, liability, and HOA deductible. Lone Rock Homeowners Association shall be listed as an additional insured on the policy. Please submit Evidence of Insurance to the Association. It is understood that this policy must always remain in full effect and if any changes are made to the policy the HOA must be notified immediately.

OWNER OCCUPIED UNIT

An owner-occupied unit is a unit that is occupied by the unit owner, as defined in the Declaration of Condominium document. Lone Rock Condominiums is allowed a maximum of 50% rentable units. Washington County Recorder's office retains notices of which units are recorded as rentable.

FHA RECERTIFICATION

Per FHA requirements, no unit shall be leased for less than 30 days, also known as a short-term rental. Short-term rentals will be strictly prohibited to remain in compliance with FHA certification requirements.

SIGNATURES

I, _____, owner of the condominium located
at, _____ (address)

have read, and understand in their entirety, the Lone Rock Condominiums Homeowners
Association Rules, and Regulations.

Owners Signature: _____ Date Signed _____

Owners Signature: _____ Date Signed _____

LONE ROCK CONDOMINIUMS HOA

POOL & CLUBHOUSE ACCESS KEY CONTRACT

I have read and understand the Pool and Clubhouse/Shower Room Rules and I agree to follow them. I understand that if any of the above rules are violated, it may result in my pool/clubhouse key being disabled, and/or subsequent fine or legal prosecution. I also understand that any vandalism done by my person, my family, or any of my guests and/or tenants, will be my responsibility if legally prosecuted.

If I lose or misplace the assigned key, I will contact Evolve Community Management (801) 473-8388 immediately to have the key deactivated. I understand that a new replacement key is \$50. I understand that only one (1) access key will be issued per household, no exceptions.

If the home is being rented, both the homeowner and the renter/tenant will need to sign this document.

Homeowner Name: _____

Homeowner Phone: _____

Address: _____

Homeowner Signature: _____

I understand that as a tenant/renter, I will abide by the Pool/Clubhouse Rules and Regulations.

Tenant Name: _____

Tenant Phone: _____

Tenant Address: _____

Tenant Signature: _____