

RULES & REGULATIONS FOR

# **BLACKSTONE TOWNHOMES**

IRON HORSE PROJECT OWNERS ASSOCIATION



VERSION 1

# RULES & REGULATIONS FOR BLACKSTONE TOWNHOMES

## IRON HORSE PROJECT OWNERS ASSOCIATION

In accordance with the recorded Bylaws of Iron Horse , Entry 007335128 Book 1461 Page 901 of Iron County, Utah, the Board has used its authority to create reasonable procedures, rules and regulations to assist in the management of the Blackstone Townhome Project at Iron Horse. It is understood that such rules shall apply and be binding upon all Unit Owners, tenants, subtenants or other occupants of the Units. The Unit Owner is responsible for communicating the Rules & Regulations to occupants and guests and will be liable for fines incurred and damages caused by occupants and guests.

These Rules and Regulations have been adopted with the intent of clarifying and amending, not replacing, certain points of the CC&R's. These Rules and Regulations are to add to the specific development of the Blackstone Townhomes project at Iron Horse. All owners should be familiar with both the Rules and Regulations and the CC&R's. This will help maintain the community as a first-class Association and provide residents with guidelines for living together as neighbors. As such, the Board of Trustees has unanimously adopted the following rules and regulations as of December 27, 2019.

### **RULES & REGULATIONS**

#### **PARKING AND STORAGE OF VEHICLES**

1. Each Unit shall have the use of only two parking spaces behind their individual units. These parking spaces will be designated. Additional Owner, tenant, or guest vehicles are not allowed to be parked overnight on the Blackstone property.
2. No motor vehicle may be parked or stationed in such a manner so as to block access to any home, building, parking space, trash receptacles, fire hydrant/lane, or mailbox.
3. No resident shall repair or restore any vehicle of any kind in, or about the 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 Common Area parking is prohibited. All vehicles that are parked for periods longer than two (2) days are in violation and are subject to towing and/or fines.
5. Each Owner is responsible for any leaking or damage caused by any vehicle while using the Common Area parking.

6. Driving unlicensed motor vehicles (including mini bikes, motorcycles, go-carts), is prohibited. All drivers of motorized vehicles must have a valid driver's license.
7. Driving within the Common Area parking at speeds in excess of fifteen (15)miles-per hour (MPH) is prohibited.
8. The "RV Storage area" is available in the Iron Horse area can be utilized for storage of an additional vehicle for a fee.
9. Only currently registered operative vehicles may be parked or stored in any parking space, Limited Common Area, or Common Area. Any vehicles not registered may be towed at the owner's expense.
10. Any guest or visitor who will be staying longer than two (2) days must contact the HOA to receive permission to stay longer.

Vehicles found in violation of any of the rules in this section are subject to fines as well as towing at the vehicle owner's expense. The Association, Board, Members of the Board, and the Management Agent shall be indemnified and held harmless from any loss, damage, or claim caused by or arising from of the impounding, towing, or storing of a motor vehicle pursuant hereto.

### **ARCHITECTURAL CONTROL**

The Rules and Regulations of this section incorporate Article 4 of the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE IRON HORSE DEVELOPMENT PROJECT dated October 18, 2019. The exterior portions of every townhome are under the control of the OWNERS ASSOCIATION and tenants are not to alter, change, repaint, change the surface or remove any portion of the exterior portions of their Blackstone Townhome for any reason. The tenant must leave the maintenance and management of the Buildings in its form when purchase and not alter it in any manner.

1. Window coverings: All window coverings shall be neutral and use colors that are approved by the Architectural Control Committee (ACC). Blankets, flags, silver reflective covering or coating, aluminum foil, sheets, cardboard, and/or newspapers or any non-approved window covers are prohibited.
2. No additional landscaping: All of the landscaped areas are under the control and management of the OWNERS ASSOCIATION. Tenants will not change the landscaping in any manner. The OWNERS ASSOCIATION will replace and maintain all landscaped area. There are to be no outside flower pots or other garden or landscape structures on porches, roof areas, sidewalks or any exterior areas.

3. Common property is for the enjoyment of all residents. Therefore, no Owner, lessee, or guest shall deface Common property in any way, including, but not limited to, digging, planting, plowing, building, or demolishing any such property.
4. No satellites, antennas, wiring, water softeners, additional railings, screens, lights or any such similar devices are permitted on the exterior of any Unit, including the balcony area.
5. There is to be no washing of vehicles in the Blackstone Townhomes property. You are required to use private car washes for this activity.

### **SIGNAGE**

1. No more than (1) For Sale Sign per home can be placed securely in a front window at any given time. Any damage to the property signs will be the Owner's responsibility.
2. One (1) sign can be placed in a window of the home closest to the front door.
3. No signage can be placed in the Common Areas of the Blackstone Townhomes area.
4. A Six Foot Regulation United States of America Flag can be attached to the exterior of a Blackstone Townhome Unit in a location designated by the HOA
5. No other flags or banners are allowed to be attached to the exterior of any Unit.

### **SMOKING**

1. Smoking is prohibited in any exterior area known as Common or Limited Common Areas. This includes balconies, porches, driveways, park areas and all grass areas. Owners should be aware that cigarette butts left on the ground are considered litter, and will be fined as such. Smoking is allowed inside one's personal residence.
2. Alcohol or any other drug use is not allowed in any Common Areas.

### **ANIMALS**

1. No more than two (2) small domesticated dogs or cats or other small household pets may be kept in any Unit.
2. All dogs and cats must have current rabies vaccinations.
3. Pets may not be left unattended (i.e., the owner must be outside with them) on the patios at any time during the day or night. Leashes and chains left on common property

will be thrown away.

4. Dogs shall be on a leash at all times when outside a Unit. Residents finding an unleashed pet in the Common Area shall immediately contact Cedar City's Animal Control.

5. Pets may not be leashed, tethered, or secured to an exterior portion of the Unit, any tree, bush, or in any Common Area.

6. The owner of a pet that has defecated on any portion of the Common Areas shall immediately remove the feces of his/her pet. Owners are responsible to clean up after their animals. Owners are also personally responsible for the cost to repair any damage caused by their pets to the Common Area.

7. Dogs, cats or other small household pets may not be kept, bred, or maintained for any commercial purpose.

8. Any pet which endangers the health or welfare of any Owner, resident, invitee, or guest is to be reported immediately to the city animal control officer. If it is determined by the city that the animal is vicious or a danger to the community it must be permanently removed from the Blackstone Townhomes Homeowners Association upon seven (7) days written notice.

9. No Owner shall harbor, keep, or retain any pet which howls, barks, whines, or makes other disturbing noises in an excessive, continuous, or untimely fashion day or night. Any pet creating a nuisance or an unreasonable disturbance or is not a common household pet, as determined by the city animal control officer, must be permanently removed from the Iron Horse Project Owners Association upon seven (7) days written notice.

10. All dogs over the age of four (4) months shall be licensed and the license tag shall be attached to the collar on the dog.

11. Animal bites must be reported to the Animal Control Officer with Cedar City.

## **OWNERSHIP**

Change of ownership must be reported to the Iron Horse Project OWNERS ASSOCIATION. The address of an Owner shall be deemed to be the address of the owner's unit unless the Owner otherwise advises the Manager and Board of Trustees.

## **ASSOCIATION DUES**

1. Association Dues are due on the first day of each month and delinquent if not

postmarked or received by the Manager on or before the 10th day of each month.

2. A late charge in the amount of Thirty-five dollars (\$35.00) shall be assessed against any Owner who fails to meet the deadline of the 10th of the month for which the Owner is paying. Your dues payment must be **received** by this date. Please note: the late charge is not applicable to dues paid by automatic withdrawal that are withdrawn after the 10th of each month.

3. If an Owner's account continues to be delinquent, it may be sent to collections. All collection fees will be the responsibility of the Owner.

4. If, after an account has gone to collections, an Owner's account continues to be delinquent, a lien may be placed on the Owner's Unit for the amount owing, plus any accrued fines, interest, attorney, and collection fees.

## **MAINTENANCE**

1. Anything that incurs cost to the Association due to negligence on the Owner's or their tenant's part may be subject to fines. This includes, but is not limited to, allowing water to run or leak.

2. Any damage to the exterior of the buildings that is caused by an Owner and/or their tenants or guests, and not the result of normal aging conditions will be charged to the Owner of the Unit.

3. Any removal of trash, litter or unsightly materials will be removed at the order of the OWNERS ASSOCIATION and the persons responsible will be charged a minimum fee of \$45 per hour for clean up and removal.

## **LEASES**

1. **Leases must be to a family** or two unrelated individuals as defined by Owners Association and/or State law.

2. **Any agreement for the leasing, rental, or occupancy of a Unit (hereinafter referred to as a "lease") shall be in writing and a copy thereof shall be delivered to the Association before the term of the lease commences.** A thirty-five dollar (\$35.00) late fee will be assessed should a copy of the lease not be delivered to the Association within ten (10) days after the term of the lease commences.

3. **Every lease shall provide that the terms of such lease shall be subject in all respects to the provisions of the Governing Documents.** Said lease shall further provide that any failure by the resident there under to comply with the terms of the foregoing documents shall be a default under the lease. If any lease does not contain

the foregoing provisions, such provision shall nevertheless be deemed to be a part of the lease and binding on the Owner and resident.

**4. Owner shall be permitted to lease his/her Unit for transient, hotel, seasonal, or rental pool.** Leases shall be registered with the Home Owners Association. have an initial term of no less than six (6) months. Daily and/or weekly rentals are prohibited.

**5. Any Owner who shall lease his/her Unit shall be responsible for assuring compliance by the resident with the Governing Documents.** Failure by an Owner to take legal action, including the institution of a forcible entry and unlawful detainer proceeding against the lessee who is in violation of the Project Documents within ten (10) days after receipt of written demand so to do from the Board of Trustees, shall entitle the OWNERS ASSOCIATION to take any and all such action including the institution of proceedings in forcible entry and unlawful detainer on behalf of such Owner against his/her lessee.

**6. Neither the OWNERS ASSOCIATION nor any agent retained by the Association to manage the Project shall be liable to the Owner or lessee for any eviction under this section that is made in good faith.** Any expenses incurred by the Association, including attorneys' fees and cost of suit, shall be repaid to it by such Owner. Failure by such Owner to make such repayment within ten (10) days after receipt of a written demand therefore shall entitle the Board of Trustees to levy an individual assessment against such Owner and his Unit for all such expenses incurred by the Association. In the event such Assessment is not paid with thirty (30) days of its due date, the Board of Trustees may resort to all remedies of the Association for the collection thereof.

## **INSURANCE**

1. In the event that a Unit experiences damage or a loss, which is covered by the Association's insurance policy pursuant to the CC&R's, yet is caused by the negligence, failure to maintain, or willful misconduct of an owner, the owner's tenants, guests, or invitees, such Owner shall be liable for the full deductible on the Association's insurance policy.

2. Unit Owners shall purchase and maintain in force a condominium owner-type contents policy (H06 or equivalent) with respect to their individual units. All claims for damage to any such Unit must first be submitted by the Owner to their insurer under their condominium owner-type contents policy. Tenants are strongly advised to have a renter's policy.

3. In the event that a Unit Owner cannot demonstrate that they had in force a condominium owner-type contents policy (H06 or equivalent) when their Unit experienced damage or a loss covered by the Association's insurance policy pursuant

to the CC&R's, such Owner shall be liable for the full amount of any deductible on the Association's insurance policy.

### **GENERAL ISSUES**

1. Exterior holiday decorations are limited to wreaths on the door, window decorations and light around the inside of windows. Nothing is to be permanently attached to the exterior of the building. Exterior holiday decorations may not be left on display for more than ten (10) calendar days from the date of the holiday.
2. Trampolines, hot tubs, and pools of any type are prohibited.

### **NUISANCE**

1. Unclean, unhealthy, unsightly or unkempt conditions in, on or about the townhomes or the Common Area is prohibited.
2. Children should not be left outside unattended. Parents are responsible for any damages or injuries that may occur.
3. The storage of any item, property or thing that will cause the Unit or Common Area to appear to be unclean or untidy or that will be noxious to the senses is prohibited.
4. The storage of any substance, thing or material in, on or about any townhome or in the Common Areas that will emit any foul unpleasant or noxious odors, or that will cause any noise, be unsafe, create discomfort, or interrupt the serenity of other residents is prohibited.
5. 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 is prohibited.
6. Excessive noise in or about any townhome or in the Common Area, especially after 10:00 P.M. and before 7:00 A.M. is prohibited.
7. Excessive traffic in, on or about any townhome or the Common Area is prohibited.
8. Rubbish, trash, refuse, waste, dust, debris and garbage shall be regularly removed from the townhome and placed inside the garbage receptacles. No garbage shall be left in any exterior area or Limited Common Area (including front steps or front/backyards), Common Area, or beside garbage receptacles.
9. Garbage receptacles are for household trash only. Any large items including furniture



and televisions must be taken to the city landfill. Any fines issued by the Garbage removal company for improper disposal of non-household trash items will be the responsibility of the Owner. These fines start at \$75.

10. Owners may not plant or alter/remove any shrubs, bushes or trees in any landscaped areas. Nor may they add to these areas.

11. No commercial trade or business may be conducted in or from any townhome unless the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside of the townhome.

### **OWNER RESPONSIBILITIES**

1. Owners are responsible for all mechanical equipment, appurtenances or devices designed to serve only their own townhomes (appliances, electrical receptacles, electrical outlets, air conditioning compressors, furnaces, water heaters, plumbing, wiring, fixtures etc.).

2. Owners are responsible for all decorated surfaces on interior walls, floors and ceilings, including but not limited to all paint, wallpaper, wall coverings, screens, windows, trim, carpeting, tile, and linoleum.

3. Owners are responsible for all door hardware including locks, handles, and kick plates. Hardware must be consistent with the style of the community (push/pull mounting mandatory; turn-style unacceptable) and each individual door's metal finish must match as a set (ie all silver, black, gold, etc).

### **BARBECUE USAGE AND STORAGE**

1. All Barbeque Grills and grilling must be done in the back of the Units.