

TRAVERSE MOUNTAIN MASTER ASSOCIATION (TMMA)

Community Guidelines

(Community Guidelines herein are subject to change at any time)

REVISED APRIL 2011

TMMA COMMUNITY RULES AND REGULATIONS

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Note: The terms Owner and Member are used interchangeably throughout this document.

Traverse Mountain Master Association

I. MEMBERSHIP INFORMATION

The Traverse Mountain Master Association (“TMMA”) offers many advantages to the homebuyer. In order to protect and preserve these benefits, certain limitations and restrictions are placed on Members of the Master Association.

TMMA is a Utah non-profit corporation consisting of those Owners of residences within the ultimate boundaries of Traverse Mountain (the “Property”).

The purpose of TMMA is to ensure that the Common Area and Common Facilities will be maintained in an attractive manner and will be available for the enjoyment of all Members. Your automatic membership in TMMA provides a membership base to share the futures costs of maintaining the community.

The attached guidelines and policies have been developed with consideration given to providing each Member with the greatest enjoyment of the facilities without infringing on other Members and their rights to quiet enjoyment of their homes and community.

Although these Community Guidelines support the CC&R’s, they do not cover the entirety of the document. Please be sure to read the CC&R’s carefully.

II. GENERAL GUIDELINES (All guidelines are subject to change at any time)

A. COMMON AREA

1. Owners are prohibited from destroying, removing or altering the landscaping in the Corporation Property, regardless of the condition of the plantings or improvements.
2. Littering on the Corporation Property is not permitted.
3. No noise or other nuisance shall be permitted to exist upon or emanate from any portion of the Corporation Property or any portion of a Lot, Condominium or Common Area so as to be offensive or detrimental to any other Lot, Condominium or Common Area or to its occupants.
4. No exterior speakers, horns, whistles, bells, live bands, or other sound devices (other than security devices used exclusively for security purposes) will be permitted, unless they are owned and used by the TMMA or a Neighborhood Association in connection with management or maintenance of the Property. Members may request approval on a case by case basis for a Live Band/Entertainment and speakers in common areas. However noise level may be deemed a nuisance if it prevents a neighbor the quiet enjoyment of the inside of their home. All Lehi City rules and regulations must be met as well. (Please refer to Lehi City Municipal Code Chapter 8.28 – Noise Control)
5. Weeds, rubbish, debris, items to be designated as unsightly by the Board, and trash may not be kept or permitted upon the Properties or any public area abutting or visible from the Properties.
6. No unsightly articles, including clotheslines and trash dumpsters, are permitted to remain on any portion of the Properties so as to be visible from any public or private street or from any other Lot, Condominium, Common Area or Corporation Property.
7. At all times refuse, garbage and trash must be kept in sanitary containers designed for such purpose and located within enclosed areas or areas screened from the view of any other Lot, Condominium, Common Area or Corporation Property.
8. Trash and/or Recycling containers for individual Owners may be exposed to view only when set out for a reasonable period of time not to exceed twelve (12) hours before and after scheduled trash collection hours. At all other times trash containers must be stored away and screened from public view when looking at the front of the home.
9. Nothing shall be done or kept in the Properties which will increase the rate of insurance on any Lot, Condominium, Common Area, Corporation Property or other portion of the Properties without the approval of the Board, nor shall anything be done or kept on the Properties which would result in the cancellation of insurance on any Lot, Condominium, Common Area, Corporation Property or other portion of the Properties or which would be in violation of any law.

10. No exterior fires are permitted except barbecue fires contained within appropriate receptacles and fire pits in enclosed areas and designed so that they do not create a fire hazard.
11. Public streets throughout the community will be maintained, swept and snow plowed by Lehi City. Common area pathways and mailbox structures will be maintained, swept and snow plowed by TMMA. Individual Owners are responsible for keeping clean of weeds, rubbish, obstructions, ice and snow the sidewalks abutting their property on any street. Sidewalks shall be cleared of ice and snow within 36 hours after a storm.

B. GUEST POLICY

1. Each Member is permitted to bring a maximum of 5 guests per day to a master association facility. The number of guests permitted may be further limited on certain days or on seasonal high-usage days as determined by the Board of Directors or Staff.
2. Members may bring their guests to all facilities and must accompany them at all times. Use of facilities is at the Member's own risk.
3. Members are responsible for their guests compliance with all TMMA Community Guidelines, for personal injuries, for any damage to TMMA Property caused by the Members or their guests, and for all repairs or replacement costs.

C. TENANTS

1. **Prior to offering a Lot or Condominium for lease, the Owner must receive written notice from the Association that the Lot or Condominium is eligible for lease in accordance with subsection 2.12.1 in the TMMA Governing Documents. (Please see Exhibit E – Authorization to Enter Lease Application)** The owner shall have the responsibility to acquaint their tenants and guests with the CC&R's, TMMA Community Guidelines, Architectural Guidelines and all other Governing Documents.
2. For the purpose of these Community Guidelines, a tenant shall be defined as anyone in possession of an Owner's residence in exchange for any sort of consideration, or at the sufferance of the Owners.
3. The Owner will, at all times, be responsible for his or her tenant's compliance with all of the provisions of the TMMA Governing Documents. Penalties and other actions to correct violations will be assessed against the Owner even if the violation was committed by tenant.
4. The Owner is solely responsible for payment of assessments. Owners cannot delegate this responsibility to their tenants. Failure to pay the assessment will result in a notice of lien and potentially, foreclosure.

5. Careful screening of tenants prior to renting your property is important to protect your investment in your property. Disturbances and disorderly conduct by tenants can result in a fine or legal action against the Owner. Preserving the community and maintaining harmony among residents are the ultimate goals of any community. If a tenant is violating these goals, the Owner is required to take the necessary measures to correct the situation.
6. No residence shall be leased for transient or hotel purposes There shall be a minimum Lease Term of six (6) months.
7. No Owner shall lease less than the entire lot or Condominium. Sub-leasing part of the home, including but not limited to, basements, rooms, garages, etc is not allowed.
8. Each residence shall be used only for (a) residential purposes, or (b) business or commercial activities as communicated in the TMMA CC&R's, section 2.1. Any business activities must conform to all applicable Governmental Agency ordinances and Lehi City Code regulations and approvals.

D. PARKING

1. No parking shall be permitted on the streets in the Properties other than in those areas specifically designated by the Board as parking areas.
2. Parking within fifteen (15) feet of any fire hydrant within the Properties shall at all times be prohibited.
3. The applicable Public Agency shall be allowed to impose and enforce all provisions of the applicable Utah Vehicle Code sections or local ordinances on any private streets contained within the Properties.
4. Short-term, less than 24 hours, guest or overflow parking may be accommodated with on-street parking along internal collectors only where designated and so long as it does not become a nuisance to other Owner's. Continual overnight parking is not allowed.
5. The following vehicles (collectively "Restricted Vehicles") may not be parked, stored or kept on any street (public or private) within the Properties: any commercial type vehicle (including, but not limited to, any stake bed truck, tank truck, dump truck, step van, cement mixer truck, oil gas truck or delivery truck); any recreational vehicle (including, but not limited to, any camper unit, snowmobile, A.T.V., house/car or motor home); any limousine, any bus, trailer or trailer coach, camp trailer, boat, aircraft or mobile home; any vehicle not in operating condition or any other similar vehicle.
6. Restricted vehicles may not be parked, stored or kept on any public or private street within, adjacent to or visible from the Properties or any other Master Association Property parking area unless they are owned and used by the TMMA, a neighborhood association, they are parked for limited periods in specified locations, or they are parked within an owners fully enclosed garage with the door closed.

7. Vehicles owned, operated or within the control of an Owner, or of a resident of such Owner's Lot and Condominium, must be parked in the garage or other assigned parking space to the extent of the maximum designated capacity of such garage or parking space. No Owner may park any vehicle in a manner which extends beyond the boundaries of a parking space or into streets or sidewalks within the Properties.
8. The Board may establish guidelines regarding any private streets and parking areas not assigned as individual Lots or Condominiums. These regulations may include setting speed limits, designating parking uses, and setting time limits for parking vehicles within the Master Association Property.
9. No repair or restorations of any motor vehicle, boat, trailer, aircraft or other vehicle or equipment may be conducted upon any street (public or private), any portion of the Corporation Property, Common Area, Lot or Condominium, except wholly within an enclosed garage; provided, however, that such activity within an enclosed garage may not be undertaken as a business, and provided further that such activity may be prohibited entirely if it is determined by the Board to be a nuisance.

E. SIGNS

1. No sign, poster, billboard, advertising device or other display of any kind shall be displayed to the public view except such signs as may be used by Declarant and Neighborhood Builders, Apartment Project Owners and their successors, in connection with the development of the Property and the sale or leasing of apartments or residences. All signs must conform with all applicable governmental ordinances.
2. The following criteria applies to "FOR SALE" signs:
 - (a) All signs for the purpose of selling a Residence must be professionally prepared and of customary and reasonable dimensions. (no larger than 24" by 30" not including name placard)
 - (b) The number of signs on any Lot shall not exceed one (1) sign.
 - (c) No signs shall be placed on TMMA Property, which includes, and may not be limited to, landscaping, median islands, park strips, poles and buildings.
 - (d) An Owner may display on his/her Lot or on real property owned by others with their consent, signs of reasonable dimensions and design, which are reasonably located, and which advertise the property for sale or lease.
3. Owners (or their agents) wishing to advertise "OPEN HOUSE" for the purpose of selling their Residences, must use a standard sign with restrictions on type, location and quality.

- (a) Signs are to conform to the following: (i) no larger than 10” by 30”, (ii) professionally prepared and, (iii) the words “OPEN HOUSE” and an arrow only.
 - (b) Only one (1) sign (in total) per corner on major streets (a major street is defined as any street outside of the various developments). At a four-way intersection, there are four corners where only four (4) signs may be placed.
- 4. Signs may not remain on TMMA Property overnight.
 - 5. Signs not complying with the Community Guidelines may be summarily removed by TMMA.

F. PETS

- 1. The only pets that may be raised, bred or kept in the Residential Area are animals that comply with the Area Plan and the Lehi City Development Code (Section 12.120 #5 a & c) and that are domestic dogs, cats, fish, and other similar household pets. (maximum of two dogs and two cats)
- 2. Animals cannot be raised, bred, or kept for commercial purposes.
- 3. Animals within the Properties must be either kept within an enclosure or on a leash held by a person capable of controlling the animal at all times. Approved property fencing to enclose rear yard is required for any Owners who choose to have dogs, whether or not Owner has shared property line neighbors.
- 4. Any person shall be liable to each and every other person for any unreasonable noise or damage to Person or property caused by any pets brought or kept upon the Properties by such person.
- 5. Excessive dog barking or other animal noise will be deemed a nuisance.
- 6. It shall be the absolute duty and responsibility of each Owner to clean up after such animals that have used any portion of the Properties.
- 7. Any person who keeps an animal, insect, or reptile within the properties, whether in compliance with or in violation of the Governing Documents, shall indemnify, defend and hold harmless the TMMA, its officers, directors, contractors, agents, and employees from any claim brought by any person against the TMMA, its officers, directors, agents, and employees for personal injuries or property damage caused by such animal, insect, or reptile.

G. RULES FOR CONSTRUCTION FOR OWNERS/LANDSCAPERS/CONTRACTORS ETC.

Should it become necessary for Traverse Mountain Master Association to remedy any violation of the Community Guidelines, Architectural Guidelines or these Rules for Construction, the costs of such remedy will be charged against the Owner. The Owners and/or Contractors are obligated to repair, correct, complete or otherwise comply with the Community and Architectural Guidelines and these Rules for Construction. Any expense incurred in enforcing compliance with the Community and Architectural Guidelines or these Rules for Construction may be recorded against the Owners property as a lien until paid.

Governing Authority

All Contractors and Owners shall comply with the regulations of any Governing Authority, with Mountain Home and Traverse Mountain Master Association, as well as all applicable Occupational Safety and Health Act regulations and guidelines.

Constructions Trailers, Portable Field Offices, Etc.

Any Owner or Contractor who desires to bring a construction trailer, field office, or other temporary structure onto the Properties shall first apply for and obtain written approval from TMMA ARC or the management company. The trailer must be an acceptable color and signage shall be limited to the Contractor's company sign and be mounted on the trailer. Such temporary structures shall be removed upon completion of construction. All storage of materials shall be at Contractor's own risk and Traverse Mountain Master Association will not provide any security for construction/improvement sites. Animal proof trash receptacles of an approved size shall be required for each such Lot.

Debris and Trash Removal

Contractors or Owners shall clean up all trash and debris on the construction site and place in a dumpster at the end of each day. Trash and debris shall be removed from each construction site frequently and shall not be permitted to accumulate. Lightweight materials, packaging, and other items shall be covered or weighted down to prevent being blown off the construction site. Contractors are required to promptly retrieve all trash and debris blown onto neighboring properties.

Contractors or Owners are prohibited from dumping, burying, or burning trash or maintaining or depositing any hazardous substance anywhere within Traverse Mountain. At any time, each construction site shall be kept neat and clean and shall be properly policed to prevent it from becoming an eyesore or affecting other properties.

Mud, dirt, and cement dragged from the construction site onto the paved streets of the Properties, whether caused by the Owner or any of its subcontractors or suppliers, shall be promptly removed and cleaned by the Contractor or Owner. All materials must be kept solely on the Lot and may not be dumped or kept in the street, ie gravel, top soil, bark, etc. Failure to comply with this section may result in a fine being levied by the Association and/or the violation being remedied by the Association as provided in the CC&Rs.

Sanitary Facilities

Each Owner is responsible for providing adequate sanitary facilities for its construction workers. Portable toilets shall be located only within the Owner's Lot or in an area approved by a TMMA Representative.

Vehicles and Parking Areas

Construction crews shall not park on or otherwise use other owner's construction areas or any open space. Construction vehicles and machinery, as well as worker's private vehicles shall be parked only within the Owner's Lot or in areas designated by the TMMA. All vehicles shall be parked so as not to inhibit traffic.

Each Owner shall be responsible for assuring that its subcontractors and suppliers obey the speed limits within Traverse Mountain. Paved roads are 25 miles per hour. Dirt roads are 15 miles per hour. Fines will be imposed against the Owner and/or the construction deposit for repeated violations. Adhering to the speed limits shall be a condition included in the contract between the Owner and its subcontractors/suppliers. Repeat offenders will be denied future access to the Properties.

Excavation Materials

Excess excavation materials must be hauled away and properly landfilled. The Owner's failure to do so shall permit removal of the material by TMMA or its designee or assigns with such expense charged against the offender.

Building Limit Fencing

In the event it is necessary to conduct construction activities outside the Lot, Owner must submit a boundary description and re-vegetation plan of the proposed encroachment for approval in writing by the TMMA and any other affected property Owner and pay a \$500.00 deposit. Such encroachment shall be restored to its original condition upon completion of construction.

Restoration or Repair of Other Property Damages

Damage and scarring of any property outside the Lot will not be permitted. If any such damage occurs, it must be repaired and/or restored promptly and any expense shall be borne by the Owner. In the event Owner fails to restore or repair the damaged area, the TMMA may repair the area and charge all expenses incurred against the construction deposit. In the event the Owner defaults in meeting these obligations, or if the construction deposit is insufficient to meet the obligation, the unpaid amount shall be levied against the Owner.

Miscellaneous and General Practices

All Owners will be absolutely responsible for the conduct and behavior of their agents, representatives, builders, landscapers, contractors, and subcontractors within Traverse Mountain.

The following are strictly prohibited:

- Changing oil on any vehicle or equipment on Traverse Mountain or at any other location within the Properties other than at a location designated for that purpose by a TMMA Representative.
- Smoking by construction workers outside the area designated for smoking and careless disposition of cigarettes and other flammable material. Designated smoking areas will be within the Lot only. Builder shall provide fireproof receptacles for discarding matches and cigarettes. At least one 10-pound ABC-rated dry chemical fire extinguishers shall be present and available in a conspicuous place on the construction site at all times. TMMA or its designee may conduct regular inspections of extinguishers.
- Allowing concrete suppliers, plasterers, painters or any other subcontractors to clean their equipment anywhere but within the Lot or a location specifically designated for that purpose by a TMMA Representative. Violation of this provision will result in a \$500 fine per occurrence or the repayment of expense of repairing the damage, whichever is greater. Such charges and expenses may be recovered as allowed by the TMMA Governing Documents.
- Destruction of or removing any rocks, protected plant material or plants, topsoil, or similar items from another's construction site or anyplace on Traverse Mountain.
- Vandalism or graffiti.
- Consumption of alcoholic beverages or loitering within Traverse Mountain.
- Carrying any firearms within Traverse Mountain.
- Using disposal methods or equipment other than those approved by a TMMA Representative.
- Use of or transit over common areas without the Association's consent, or over any Private Amenity area without the amenity owner's consent.
- Bringing animals onto Traverse Mountain by Contractors or construction personnel. In the event of a violation, the TMMA shall have the right to contact authorities to impound the animal, to refuse the Builder or subcontractor involved to continue working on the project, or to take such other action as permitted by law or the CC&Rs.
- Radios and other audio equipment that can be heard outside the construction site or individual building Lot.
- The use of horns by catering trucks. Trash generated by the purchase of items from catering trucks shall be contained and disposed of properly. Repeated problems will result in the catering trucks being denied admittance to Traverse Mountain.

Construction Access

The only approved construction accesses will be over approved roadways onto and off Traverse Mountain. Entrance into Owners construction sites will be approved accesses off designated streets unless Mountain Home or a TMMA Representative approves an alternative access point.

The location of Traverse Mountain's main construction entrance will be determined from time to time by Mountain Home or a TMMA Representative, and each Owner shall be responsible for assuring that only that entrance is used by its employees, suppliers, subcontractors and agents.

Mud, Noise, Dust Control and Storm Water Pollution Protection Plan

Each Builder shall be responsible for obtaining permits for dust control and maintaining erosion and dust control on the construction site, and shall share in the maintenance of and dust control on all roads used by his company, employees, subcontractors and suppliers. Each Owner shall be responsible for controlling dust, mud and noise, including music, without limitation, from the construction site and individual building Lot.

Construction Signage

Unless required by Governing Authorities, no construction signs may be posted anywhere on Traverse Mountain, except the Owner may post one company sign approved by the TMMA ARC at an approved location on the Owner’s Lot.

Daily Operation

Daily working hours and site access for each construction site shall be as follows:

- Monday – Friday 7 AM to 6 PM
- Saturday 8 AM to 6 PM
- No Sundays
- Designated Holidays by Association approval only.

Construction hours are subject to change and will be determined by Mountain Home or a TMMA Representative from time to time.

III. FACILITY GUIDELINES

(Facility guidelines will be added as development of facilities expand.)

A. POOLS

B. PARKS

1. Parks close at 10:00 p.m.
2. Parks are for use by TMMA Members and their guests.
3. Children must always be accompanied by an adult.
4. All pets must be leashed and their waste must be properly disposed of by Owner.
5. No littering.
6. No glassware
7. Barbecue coals must be properly disposed of by Owner.
8. Playing golf is not permitted.
9. In case of an emergency, call 911.
10. All injuries or accidents involving these facilities should be reported to the TMMA

C. BASEBALL/SOFTBALL DIAMONDS, SOCCER FIELDS

D. SPORT COURTS / VOLLEY BALL COURTS

1. Sports courts close at 10:00 p.m.
2. Consumption or possession of alcoholic beverages or the use of drugs on Association property is strictly prohibited. Persons under the influence of alcohol or drugs will immediately be removed from the property by the Lehi City Police.
3. Children must always be accompanied by an adult.
4. Skateboards, Radboards, Roller Blades, Roller Skates, Bicycles, and Tricycles or other such items are prohibited on all sport courts.
5. Removal of any association property or equipment such as nets will be subject to immediate suspension from the park for a period of time to be determined by the Board of Directors along with any other fines or penalties deemed appropriate.
6. Any un-sportsmanlike conduct on the part of a parent, child, player, coach, or spectator will be subject to immediate suspension from the park for a period of time to be determined by the Board of Directors.

7. Basketball Backboards for Individual Owners

Freestanding basketball backboards must be portable and are not allowed on the streets, sidewalks, or parkways. Portable basketball backboards may be used on the driveway; if kept on the driveway they must be maintained in a neat and attractive condition at all times; the backboard must be transparent to reduce its prominence. The backboards should be stored out of sight and not visible to public view when not in use for more than 48 hours.

Permanent basketball stands or courts may be approved on a case by case basis at the discretion of the TMARC in private rear yards only. Permanent basketball stands or courts must be completely screened from public view and may only be considered for rear yards of lots .25 acres or larger.

IV. FACILITY RENTAL GUIDELINES

(Facility Rental guidelines will be added as facilities are developed)

V. ENFORCEMENT GUIDELINES (MEMBER TO MEMBER)

Any complaint made by another member that is an alleged violation of the TMMA Governing Documents will be processed according to the procedure outlined herein.

- A. Discuss with your neighbors issues and concerns which are bothering you is the first step in this process.
- B. If you find you have difficulty dealing with your neighbor over a problem, contact the TMMA or local neighborhood representative.
- C. In the event that two or more Members of the Corporation file a Guidelines and Violation Report (see Exhibit B), TMMA will take the following steps:
 - (1) Send a violation letter stating the alleged violation and date needed to cure such violation
 - (2) Send a second letter with a notice of hearing date to the Owner if violation is not cured.
 - (3) A hearing is set not less than fifteen (15) days from date of written notice for the hearing.
 - (4) Owner is present in person or by written response to the alleged violation at a hearing before the Board or Enforcement Committee. A written decision will be sent to the Owner following the hearing. (Please see Exhibit C— Procedure for Owner Hearing.)
- D. The Owner will be notified as to the decision rendered by the board as a result of the hearing. If the Owner is found to be in violation of the Master Association's documents, the Board will either (a) seek remedy by use of alternative dispute resolution such as mediation or arbitration, (b) levy a Special Assessment, (c) suspend or condition the Owner's right to use any recreation facilities the Master Association owns, (d) suspend the Owner's voting privileges as a member, (e) enter upon a residence to make the necessary repairs, perform maintenance which is the responsibility of the Owner, (f) record a notice of noncompliance encumbering the Owner's residence, or (g) a combination thereof.
- E. If the decision is to pursue a monetary fine system, the TMMA Fine Schedule will apply (see Exhibit A).

NOTE: A violation is defined as an act in conflict with the CC&R's, Bylaws, Rules and Regulations, the Architectural Guidelines of the Master Association and this document. Please be sure to read the CC&R's carefully.

TRAVERSE MOUNTAIN MASTER ASSOCIATION

FINE SCHEDULE & VIOLATION PRODECURE

1. A letter will be sent to the Owner stating the alleged violation and length of time the Owner has to remedy the violation.
2. A second letter will be sent to the Owner stating the alleged violation and notifying the Owner that if the alleged violation continues the matter will be taken before the Traverse Mountain Master Association Board. This letter may also request the Owner appear, in person or by a written statement, before the Board.
3. A third letter will be sent stating the amount of the fine or list the penalties. The Board will adopt a schedule of fines or penalties, in its reasonable discretion, to assess against an Owner. Fines may be doubled monthly if violation is not cured.
4. If the violation continues past the fine stage, fines or penalties may be doubled and a notice of non-compliance will be recorded against the property. Any fines not paid may result in legal action in accordance with Utah law. If a Notice of Non-Compliance is recorded against the property the owner will be fined an additional \$40.00 for the recording and administrative fees.
5. The Board may determine to use alternative dispute resolutions or cause correction of the violation to effect a cure and the Owner shall be responsible for legal fees and/or reimbursement of costs to the Master Association.

All fines are subject to change

Violation Description	Initial Fine	Monthly Continual Fines
Rear Yard Landscaping	\$50.00	\$100.00
Parking Violations	\$25.00	\$50.00
Maintenance	\$50.00	\$100.00
Play Structures	\$50.00	\$100.00
Basketball Hoops	\$10.00	\$20.00 (double monthly)
Barbecues and Fireplaces	\$10.00	\$20.00 (double monthly)
Temporary Buildings(sheds)	\$50.00	\$100.00
Garbage Cans	\$10.00	\$20.00 (double monthly)
Christmas Lights	\$10.00	\$20.00 (double monthly)
Leash Ordinance	\$50.00	\$100.00

Flagpoles	\$25.00	\$50.00
Spas	\$50.00	\$100.00
Window Coverings	\$35.00	\$70.00
Weeds Debris (unsightly items)	\$50.00	\$100.00

Any other violations not specified above shall have a minimum fine of \$50.00 which may double to \$100.00 continual monthly fine until the violation is cured.

NOTE: Should a violation occur, which imposes a financial obligation on the Master Association; the party responsible for said violation shall reimburse, by way of a Special Assessment, the Master Association for this financial obligation. If, for example, a party damages a fence, tree or any other Common Property, repair and replacement costs will be charged to that party.

EXHIBIT A

TRAVERSE MOUNTAIN MASTER ASSOCIATION
GUIDELINES AND VIOLATION REPORT

There must be **two** Owners representing two Residences of the Master Association to pursue violations that cannot be viewed during an inspection of the community (i.e., barking dog, noise nuisance, garage storage, etc.). If the violation can be viewed via an inspection it will be followed up on immediately by the Compliance Officer of the TMMA or any other designated representative of the Board. Please be as specific as possible to allow the Board to expedite the process in a timely manner. All alleged violations will be evaluated to ensure they are considered an infraction as defined by the Master Association's legal documents.

REPORT FILED BY:

Name: _____	Name: _____
Address: _____	Address: _____
Phone: _____ Date: _____	Phone: _____ Date: _____
Signature: _____	Signature: _____
Name: _____	Name: _____
Address: _____	Address: _____
Phone: _____ Date: _____	Phone: _____ Date: _____
Signature: _____	Signature: _____

VIOLATION INFORMATION:

Name: _____ Address: _____ Phone: _____
(Alleged Violator's Name) (If Known)

Description of alleged violation: _____

(If additional space is needed, please use reverse side of form.)

Dates and times alleged violation occurs? _____
How often does the alleged violation occur? _____

EXHIBIT B

TRAVERSE MOUNTAIN MASTER ASSOCIATION
PROCEDURE FOR OWNER HEARING

Procedure:

1. Introductions and hearing session procedures.
2. Statement of violation by acting chairperson.
3. Violator's statement and presentation of oral or written evidence.
4. Review of CC&R requirements, Bylaws, and Rules and Regulations of the Master Association.
5. Discussion and questioning of the violator by the Board.
6. Questions and final statement by alleged violator.
7. Owner is thanked for coming and told that they will be notified of the Board's decision within ten (10) business days.
8. Board ruling without Owner present.
9. Enforcement procedures as applicable.
10. Adjournment.

DOCUMENTATION

Name of Owner: _____ Phone Number: _____

Address: _____

Nature of Violation: _____

Board Ruling: _____

Additional Comments: _____

EXHIBIT C

TRAVERSE MOUNTAIN MASTER ASSOCIATION

DELINQUENCY POLICY

1. Assessments are due and payable in full via a schedule determined by the Board. All other charges including but not limited to late fees, interest, collection costs and fines are due as incurred. All assessments, late fees, interest and collection costs and fines are subject to the Delinquency Policy.
2. Payments received will be applied in the following order: Unpaid principal (including assessments and special assessments levied in accordance with the Declaration and State Law), late fees, collection fees, interest and CC&R's violation fees.
3. Payments received for residents in collections will be forwarded to legal counsel until account balance is paid in full. If an owner's monthly assessments are past due 110 days or more, all monthly assessments through December of that year are due immediately. Any request for special consideration must be submitted to the Board prior to the assessment becoming more than forty-five (45) days past due.

<u>ACTION TO BE COMMENCED</u>	<u># OF DAYS AFTER DUE DATE</u>	<u>CHARGE TO HOMEOWNER'S ACCOUNT</u>
4. Late fee assessed on past due assessments.	10	\$10.00
5. Management sends a past due statement for all outstanding charges on the account. (Assessments, late fees, interest, collection)	20	No Charge
6. Late fees assessed on past due assessments. (Process repeats every additional 30-days past due).	40	\$15.00 (per additional occurrence)
7. A 30-day demand letter is sent to the owners.	80	No Charge
8. If payment is still not received within 30 days, account will be referred to the association's attorney or collection agent who will initiate the Notice of Lien Process. All legal fees and costs of collections will be charged to the delinquent owner. (Late fees will not be assessed while an account is in collections)	110	Legal Fees and Costs
9. If an owner's monthly assessments are past due 110 days or more, all monthly assessments through December of that year are due immediately.	110	Assessments through December

For accounts which have been turned over for collections in the current fiscal year, and are still past due and unpaid by 120 days into the following fiscal year, all dues and assessments for the entire following fiscal year will become immediately due.

If owner sells property while in the process of collections, owner will only be liable for fees through the date of closing. These fees will be collected at closing.

All fees may be subject to change without notice.

EXHIBIT D

TRAVERSE MOUNTAIN MASTER ASSOCIATION

AUTHORIZATION TO ENTER LEASE APPLICATION

Please see section 2.12 of the Master Declaration and Section C. Tenant of this document. These sections define all rules and regulations pertaining to the authorization to enter a lease.

DOCUMENTATION

Name of Owner: _____ Phone Number: _____

Owner Billing Address: _____

Property Address: _____

Subdivision: _____ Lot #: _____

Present Renter (if applicable): _____

Other Rental Properties (please list all other rental properties owned within Traverse Mountain if applicable): _____

(If more space is needed or there is additional information, please use reverse side of form or attach separate sheets)

APPLICANTS SIGNATURE: _____

Within thirty (30) days after a Lease contract has been entered into, Owners shall submit a fully executed copy of the Lease to the Board or Directors or its managing agent. All Leases, and the tenants thereunder, shall be registered with the Master association and the Master Association shall have the right to charge a registration fee to each Owner, in an amount determined by the Board of Directors, for each new tenant registered with the Master Association.

DO NOT WRITE BELOW THIS LINE (For Board Use Only)

Percentage of non-owner occupied Lots for applicant's neighborhood. _____%

Overall percentage of non-owner occupied Lots within the Master Association. _____%

Board Ruling: _____

Additional Comments: _____

EXHIBIT E

**TRAVERSE MOUNTAIN MASTER ASSOCIATION
BOARD RESOLUTION
SALE OF A PROPERTY**

NOTICE TO SELLERS, BUYERS AND TITLE COMPANIES

NOTIFICATION:

At the closing of a sale on any lot or unit in Traverse Mountain all title companies are required to contact the Association or its agents to determine whether any outstanding liens or fees apply to any lot or unit. The association's agent will then fill out a "**disbursement of funds instructions**" form. This form will notify all sellers, buyers, and title companies of the existence of a homeowners association, fee obligations, and any non-compliance items that could exist.

NON-COMPLIANCE ITEMS:

Upon request from third party entities, i.e. sellers, buyers, and title companies, the Traverse Mountain Master Association shall advise on the status of compliance or non-compliance with the Master Declaration of Covenants, Conditions and Restrictions and Reservations of Easements for Traverse Mountain. **(If anyone other than a title company is requesting this information, they must accompany the request with a signed letter from the owner allowing us to release this information).**

If such properties are sold or change title, Traverse Mountain Master Association has the authority to:

1. Have the current owners bring the property into compliance prior to the sale or transfer of title of the property.
2. Escrow a maximum of \$5,000.00 for future owners to bring property into compliance. The new owners will have 90 days to bring the property into compliance. If the owner or purchaser brings in a written bid from a licensed contractor for less than the amount to be escrowed, Traverse Mountain Master Association may, with approval of the General Manager or Board of Directors lower the amount to be escrowed. (Funds will be released upon completion and an inspection of the property by the TMMA staff).
3. The Traverse Mountain Master Association Board of Directors has the authority to grant a variance of a non-compliance item on a case by case basis. The Board of Directors may also grant an extension of time to the new buyers based upon mitigating circumstances.

FAILURE TO BRING PROPERTY INTO COMPLIANCE:

If the New Owner does not perform such corrective action as is required by the Board within the allotted time, the Board, after Notice and Hearing, may remedy such condition or non-compliance.

1. The Association has the ability to take the funds escrowed and bring the property into compliance. Escrowed funds may not be sufficient to bring the home into compliance. If that is the case the owner is still responsible to bring the property into compliance.
2. The Board may record a Notice of Noncompliance against an Owner's Lot or Condominium.
3. The Board may adopt a schedule of reasonable fines or penalties which, in its discretion, it may assess against an Owner.

EXHIBIT F