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RECORDER, UINTAH COUNTY, UTAH
SPLIT MOUNTAIN VILLAGE
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SPLIT MOUNTAIN village

Conditions, Covenants and Regulations

Introduction:

Entry 2006006655
Book 983 Page 708

These rules are established as a basis for a successful community and an enjoyable lifestyle. Condominium living is different from living in a "typical neighborhood". Here at Split Mountain Village, the rules are not only essential they are necessary. Rules are promulgated by the Association for the benefit of the members and for the protection of their property. Owners are responsible for compliance; therefore, residents are encouraged to assist in the enforcement of association rules by admonishing violators to comply and for reporting violators to any Board Member or Management.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SPLIT MOUNTAIN VILLAGE LLC.

THIS DECLARATION, made on the date hereinafter set forth by Split Mountain Village LLC., hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of Split Mountain Village, a townhouse and patio home community, in the City of Vernal, State of Utah.

NOW THEREFORE, Declarant hereby declares that all of the properties described above, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the mentioned townhouse or patio home. These covenants, conditions and restrictions shall be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assignees, and shall insure to the benefit of each owner thereof.

ARTICLE I.

DEFINITIONS

Section 1. "Association" shall mean and refer to the Split Mountain Village Homeowners Association, a nonprofit corporation organized and existing under the laws of the State of Utah.

Section 2. "Unit" shall mean and refer to that certain property contained within the walls of your home. "Unit" shall be defined as townhouse or patio home.

Section 3. "Owner" shall mean and refer to the Owner of record, whether one or more persons or entities, of a fee simple title to any Unit which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Common Area", sometimes referred to or labeled "Community Property", shall mean all real property and any and all structures and improvements thereon owned and/or leased at any time by the Association for the common use and enjoyment of the Owners as a group and any and all structures and improvements thereon owned and/or leased at any time by the Association for the use of individual Owners as the Management Committee may provide. The Common Areas are to be owned by the Split Mountain Village Homeowners Association.

Section 5. "Property" shall mean and refer to any unit numbered and designated as such upon the aforesaid plats, with the exception of the Common Area. This includes the "Unit" that is owned by the homeowner and considered a townhouse or patio home property within Split Mountain Village.

Section 6. "Declarant" shall mean and refer to Split Mountain Village LLC, its successors etc.

ARTICLE II.

PROPERTY RIGHTS

Section 1. Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title of every "property" and is subject to the following provisions:

(a) The right of the Association to charge members, non-member residents and non-members reasonable admission and other fees for the use of any recreational facility situated upon the Common Area or leased or contracted for use by the Association in accordance with a schedule of such fees as adopted by the Association from time to time.

(b) The right of the Association to suspend the voting rights and the right to use of the recreational facilities by an Owner for any period during which any assessment against his "property" remains unpaid, and for a period not to exceed SIXTY (60) days for any infraction of its published rules and regulations.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless approved by more than two-thirds (2/3) of the votes of each class of the membership entitled to vote at a meeting called for that specific purpose.

Section 2. Delegation of Use. Any Owner may, subject to the provisions of Section 1. of this Article, delegate in accordance with the By-Laws his right of enjoyment to the Common Area and facilities thereon or leased or contracted for use by the Association to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III.

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every person or entity who is a record Owner of a fee or undivided fee interest in any Unit which is subject by these covenants of record to assessment by the Association including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. Membership in the Association shall be a condition running with the ownership of any Unit and may not be separated from ownership of any Home which is subject to assessment by the Association.

In the event the Owner of any Unit shall fail or refuse to transfer the membership registered in his name to the purchaser of such Unit, the Association shall have the right to record the transfer upon the books of the Association and issue a new certificate to the purchaser, and thereupon the old certificate outstanding in the name of the seller shall be null and void as though the same had been surrendered.

Section 2. The Association shall have two classes of voting membership:

Class A. Except as provided below, Class A members shall be all Owners with the exception of the Declarant (both as defined in this Declaration), and shall be entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, all persons shall be members. The vote for such Unit shall be exercised as they determine, but in no event shall each Unit have more than one vote.

Class B. Class B members shall be the Declarant who shall be entitled to TWENTY (20) votes for each Unit owned. The Class B memberships shall cease and be converted to Class A memberships on the happening of either of the following events, whichever occurs first:

- a) when the total votes outstanding in Class A memberships equal the total votes outstanding in the Class B memberships; or
- b) votes are relinquished with sale or transfer of Unit.

ARTICLE IV.

COVENANT FOR ANNUAL AND SPECIAL ASSESSMENTS

Section 1. Payment and Collection of Assessments Each Unit sold by the Declarant shall be subject to annual assessments or charges and special assessments for capital improvements. Each Owner of any Unit by acceptance of deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association:

- a) annual assessments or charges; and,
- b) special assessments for capital improvements.

Such assessments are to be established and collected as hereinafter provided. Any annual and special assessments which are due and unpaid together with interest thereon from the due date at the then prevailing judgment rate of interest provided by law, costs and reasonable attorney fees for collection, shall be charged against the land and shall be a continuing lien upon the Unit against which each such assessment is made, and purchasers of said Unit are hereby notified of the potential lien. Each such unpaid assessment, together with legal interest as stated above, costs and reasonable attorney fees for collection, shall also be the personal obligation of the Owner of such Lot at the time when the assessment becomes due and payable.

Section 2. Purposes of Assessments. The annual and special assessments levied by the Association shall be used exclusively to promote the recreation and other common interests of the Owners in the Properties, including payment of centrally metered utilities, refuse collection and for the improvement and maintenance of the Common Area.

Section 3. Annual Assessment. Subject to the limitations hereinafter provided, the Management Committee shall fix the amount of the annual assessment per Unit for each calendar year. Written notice of the annual assessment shall be sent to the Owner of each Unit at least THIRTY (30) days prior to each annual assessment year. The Management Committee shall determine the manner and method of payment of annual assessments. If the Management Committee provides for installment payments of the annual assessments, then default in payment of any installment automatically makes the balance of the annual assessment due as of the date of default together with interest, costs and attorney fees as more fully provided in Section 1 of this Article.

The annual assessments shall commence as to all Units on the day title is conveyed from the Declarant to each Owner. The first annual assessment shall be prorated according to the number of days remaining in that calendar year.

Section 4. Maximum Annual Assessments by Management Committee.

A. The maximum annual assessment for the calendar year during which the first Unit is conveyed by the Declarant to an Owner shall be ONE HUNDRED AND 00/100 DOLLARS (100.00) per Unit per year payable in advance or TEN AND 00/100 DOLLARS (10.00) per Unit per month for Units with Class A members. The annual assessment fee is paid for yearly for the space of time in which the owner is legally and rightfully bound by a purchase contract. This annual assessment fee is due at time of first occupancy under a advance payment or TEN (10) dollars per month. Advanced assessment fees are due on the first of the month, in the same month of the year in which they were previously paid.

B. The Management Committee, without a vote of the membership, may increase the maximum annual assessment for each succeeding year by not more than fifteen percent (15%) above the maximum annual assessment for the previously year.

Section 5. Increase in Annual Assessments by Members. The maximum annual assessment may be increased above fifteen percent (15%) by a vote of two-thirds (2/3) of each class of members who are present and voting in person or by proxy, at a meeting duly called for this specific purpose.

Section 6. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements upon the Common Area, including fixtures and personal Unit related thereto, provided that any such assessment shall have the consent of two-thirds (2/3) of the votes of the Class A and Class B members who are voting in person or by proxy at a meeting called for this specific purpose.

Section 7. Uniform Rate of Assessments. Both annual and special assessments must be fixed at a uniform rate for all Units in a voting class, except for that portion of the annual assessment for centrally metered utilities,

and in any case where a portion of any Unit is being separately rented. Annual assessments must be increased at a uniform percentage rate for all Units in a voting class.

Section 8. Certificates of Assessment. The Association shall, upon request, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid. A properly executed certificate of the Association as to the status of assessments on a Unit is binding on the Association as of the date of issuance.

Section 9. Notice and Quorum for any Action Authorized Under Section 5, Article IV. Written notice of any member's meeting called for the purpose of taking any action authorized under Section 5, Article IV, shall be sent to all members, not less than Thirty (30) days nor more than Sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than Sixty (60) days following the preceding meeting.

Section 10. Special Damage Assessments. The Association shall have the authority, through the Management Committee to establish, fix and levy a special assessment on any Unit to secure the liability of the Owner of such Unit to the Association arising from breach by such Owner of any of the provisions of this Declaration which breach shall require the expenditure of time or money or both by the Association for repair or remedy, including reasonable attorney fees and the costs of necessary legal proceedings.

Section 11. Effect of Non-Payment of Assessments and Remedies of the Association. Each Owner covenants for himself, his heirs, successors and assigns, to pay each assessment levied by the Association on his Unit within Ten (10) days after the due date of such assessment; and further covenants that if such assessment shall not be paid within Thirty (30) days from the due date, such assessment shall bear interest from the due date at the prevailing judgment rate of interest under law and the amount of such assessment including interest shall become a lien upon said Owner's Unit and shall continue to be such a lien until fully paid. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Unit, and in either proceeding collect reasonable attorney fees and costs. No Owner may waive or otherwise escape liability or the assessments provided for herein by non-use of the Common Area or abandonment of his Unit. The Association may suspend the voting rights of and the rights to use the recreational facilities by an Owner for any period during which any assessment against his Unit remains unpaid.

Section 12. Subordination of the lien to Mortgages. The lien of any assessments provided for herein shall be subordinate to the liens of any recorded mortgages existing on the Unit when the lien arose. Sale or transfer of any Unit shall not affect the assessment lien, however, the sale or transfer of any Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V.

ARCHITECTURAL CONTROLS

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Common Area or upon any Unit nor shall any exterior addition to or change or alteration be made to any structure until the plans and specifications showing the nature, kind, shape, height, materials and location of same shall have been submitted to and approved in writing by the Management Committee of the Association, or by an architectural committee composed of three or more representatives appointed by the Board. In the event said board, or its designated committee, fail to approve or disapprove such designs and location within forty-five (45) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

By accepting a conveyance of a Unit within the Property, each Owner, his or her or their heirs, successors and assigns, covenants that if such Owner shall alter or redecorate the exterior of said premises without the written approval of the Management Committee or its designated architectural committee, the Management Committee shall have the right, through agents and employees of the Association, to enter upon such Unit and repair, redecorate, maintain, rehabilitate, and restore the premises and the exterior of any improvements thereon, and that costs thereof shall be assessed to and become a lien upon the Unit and that the Owner of said Unit shall be personally liable and will pay to the Association the amount of said costs as the Management Committee shall provide. Further, if legal action is necessary to exercise the Management Committees' rights herein or to collect the assessment for costs, then the Association is entitled to collect reasonable attorney fees, costs and interest thereon from the date of the assessment at the then prevailing judgment rate of interest.

ARTICLE VI.

COMMON AREA MAINTENANCE

Section 1. Duties of the Association. The Association shall provide maintenance to the Common Area.

Section 2. Responsibilities of the Owner. In the event that the need for maintenance or repair of a Unit or the improvements thereof is caused through the willful or negligent acts of its Owner, or through the willful or negligent acts of the family, guests, invitees, or lessees of the Owner of the Unit needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which the Unit it is subject, and its collection shall be subject to these provisions.

Section 3. Payment of Taxes. The Association shall pay any real and personal property taxes and other charges assessed against the Common Area.

GENERAL FEE INFORMATION

Homeowner Association fees are due monthly. Please make checks payable to Split Mountain Village HOA and mail to Community Solutions & Sales at P.O. Box 683, Vernal, Utah 84078. Included within the homeowners association fees include but are not limited to landscape fees, snow and ice removal, water and sewer fees, refuse and trash removal etc.

Association Fees

1. Fees are due in FULL on the 1st day of each month.
2. Fees are considered late on the 2nd day of each month.
3. A late fee of \$15.00 will be applied after the 5th day of each month.
4. Any balance which is not paid by the end of the month will have a 1.5% per month interest charge added.
5. If at any time the balance due from an owner for monthly assessment, fees, fines, or penalties is equal to or greater than:
 - a. One month - notice of intent to lien Unit will be sent.
 - b. Two months - a lien will be placed against the Unit and attorney's fees assessed.
 - c. Three months - the entire year's fees will be called due and the association will move for foreclosure on the lien in order to recover the balances due.
6. All returned checks are subject to a \$25.00 charge. Replacement funds will only be accepted in the form of a cashier's check.
7. A one time transfer fee of \$75.00 will be collected on all units when they are sold.
8. If association fees, late fees, etc. are not paid, we reserve the right to remove common area privileges within 30 days of receipt of notice.

HOMEOWNER MEETINGS

Annual Homeowner meetings are held each year. The time and place are established by the Board. All members are notified by mail not less than 10 days or more than 30 days in advance. If you are not current with your monthly assessment, you may not vote. All owners should contribute to the enforcement of the Rules and Regulations. In the case of wrongdoing a violation form can be filled out and delivered to Community Solutions & Sales.

Violation of Covenants, Conditions and Restrictions:

Residency within Split Mountain Village means adherence to the rules contained within this agreement. It is the duty of the Management Committee to enforce, enact and implement these covenants, conditions and restrictions (CC&R's). Failure to adhere to these CC&R's will lead to violations. All owners within the community are able to report violations and complaints as contained within these CC&R's. Complaints will be held confidential and the personal name of the owner reporting the violation will not be exposed. All complaints must be in writing and signed by the complainant to be legally enforced. Community Solutions & Sales will then act upon all written complaints when received.

All violations will be handled in the following manner:

First Offense - A written notice will be delivered to the owner and/or resident committing the violation.

Second Offense - A minimum of \$25.00 fine will be assessed to the unit owner, along with any additional expenses (i.e. Repairs, Towing)

Third Offense - A minimum of \$50.00 fine will be assessed to the unit owner, along with any additional expenses.

Additional Offenses - A minimum of \$100.00 and will continue to increase with each additional offense.

OWNERS RESPONSIBILITIES

All mechanical equipment and appurtenances located within any one home, or any designated device that is designed to serve only that home such as appliances, electrical receptacles and outlets, air conditioning compressors, furnaces, water heaters, fixtures are the responsibility of the owners. All decorated surfaces of interior walls, floors and ceilings, included but not limited to all paint, wallpaper, wall coverings, screens, windows and window frames, doors and door frames, garage doors and openers, trim, carpeting, tile and linoleum are the responsibility of the owners. All pipes, wires, conduits or other utility lines that serve only one home shall be the responsibility of the owners. Exterior repair shall be the responsibility of the homeowner. Personal damage, negligence, acts of God, and other uncontrolled factors that cause damage to the exterior of an owners Unit will become the duty of the homeowner to replace, fix, change, alter, or amend Unit upon the approval of the Management Committee. Management Committee is responsible to ensure that a damaged Unit is repaired and remodeled in a timely manner.

PARKING AND VEHICLE RULES

1. Residents may only park their motor vehicles within their garage, driveways or in other designated parking areas. (Residents may not park in the shared driveway leading to the garages. These are not to be used as or considered a designated parking area.)
2. No motor vehicle may be parked or stationed in such a manner so as to block access to any home, building or parking space.
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 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 using the common area parking.
6. Garage doors shall remain closed except when the garage is in use.
7. Driving motor-powered vehicles (mini bikes, motorcycles, go-carts, go-peds, cars etc.) on the sidewalks or landscaped areas is prohibited. All drivers of motorized vehicles must have a valid driver's license.
8. Driving at speeds in excess of 25 mph is prohibited.
9. Washing your vehicle on the property is allowed only if clean up is completed in a timely matter. (Remember to keep the water to a minimum.)
10. All units have a designated two car garage. Please use your garage. If you park in an uncovered space, in effect, you are taking up parking spots that are intended for visitors.
11. Uncovered parking is first-come, first-serve.
12. No parking is permitted in any areas other than those designated by yellow parking lines.
13. No storage of RVs, boats, trailers, campers, shells, etc. will be permitted at any time.
14. Towing of any vehicle for any reason can include: expired plates, inoperative vehicle, derelict parking, parking improperly, etc. It will be done at the owner's expense. No repair work of any kind (oil changes, car jacks, etc.) is allowed on community property.
15. Residents are responsible for keeping their parking area clean and hazard free from objects and chemicals.
16. No truck shells or other accessories should be displayed in any common area, or visible from public view.
17. Management is not responsible for any loss or damage to vehicles.
18. No parking is allowed in red curbed areas. Violators will receive a \$25.00 fine and may be subjected to the law enforcement officers.
19. In the spirit of common courtesy residents shall not leave loud or obtrusive vehicles running or idling for long periods of time. Diesel vehicles should be plugged into an electrical outlet to insure the vehicle can quickly start during cold weather. If a loud, noisy or obstructive vehicle must run idle prior to being driven, the vehicle must be taken from the garage, parked in the city street and allowed to idle there.

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

20. Unclean, unhealthy, unsightly or unkempt condition on in or about the home or the common area.
21. Children should not be left outside unattended. Parents are responsible for any damage that they may cause.
22. The storage of any item, property or thing that will cause the home or common area to appear to be unclean or untidy or that will be noxious to the senses.
23. 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.
24. 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 diminish, or destroy the enjoyment of the community by other residents.
25. 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.
26. Too much traffic in, on or about any unit or the common area.
27. 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. Garbage pickup is scheduled on a weekly basis. Homeowners are responsible to deliver and return trash cans and refuse to the street for weekly trash pickup. All trash cans must be stored within the homeowner's personal garage when not awaiting trash service. Trash cans may not be stored on city or community streets for more than 24 hours at any given time.
28. Trees, Shrubs and Bushes - All property located near driveways, entrances, exits, walkways, paths and the street shall be maintained by the association. No owner may plant any shrubs, bushes, trees and flowers without the written consent of the Management Committee. Owners may not alter or remove any of the existing plants, shrubs and trees.
 29. 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 coming into the community that do not reside or door to door solicitation. Commercial trade and business ventures within the community will be allowed upon a case by case basis upon written permission from the Management Committee.
 30. Satellite Systems - No antennas or satellite dishes shall be erected without the consent of the Management Committee. Management has a letter of responsibility that has to be signed before any antenna or dish is installed.
 31. Window Coverings - No aluminum foil, newspapers, reflective film coatings, blankets or similar materials may be used to cover the exterior windows of any home.
 32. Structural Alterations - No structural alterations to the common areas or facilities is allowed without written consent from the Management Committee. This includes attaching anything to the building.
 33. No owner shall get on the roof at anytime for any reason.
 34. No signs or banners are allowed without written consent from the Management Committee.

CLOTHES DRYING FACILITIES

Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any portion of the property. The committee has the right to impose fines on any violators.

RIGHT OF INSPECTION

The management committee or its designee may enter any unit for the purpose of inspection with proper 24 hour notice.

MACHINERY AND EQUIPMENT

Except for normal household equipment and consumer electronics, no machinery or equipment of any kind shall be placed, operated or maintained in any unit. Committee has the right to impose fines for rule violation.

SIGNS

Each unit owner is allowed to have one "for sale", "for rent" or "for lease" sign. The owner may display the sign only if the owners' home is for sale or rent. Signs should be conservative and shall not be displayed until the Management Committee has approved the signage. No signage promoting politics, ethics, legislation, personal opinion, commercial venture or gain etc., shall be displayed within or on community property or owners' Unit.

SAFETY

1. No storage of flammable liquids (such as gasoline) is allowed unless in approved metal container.
2. Unit owners will be held financially responsible for any damage caused by improper storage of flammable liquids.
3. Pathways and breeze ways are never to be blocked or obstructed by residents for any reason.
4. Check your smoke detector(s) regularly for proper function.
5. No portable charcoal barbecue grills or open flame grills are permitted for use on porch/patio areas. Gas and electric grills are permitted. Fires should never be left unattended. Any damage resulting from violation of this rule will be charged to the owner.
6. Residents agree not to violate any city, state, or federal law, regulation, etc. in or about the premises. This includes properly maintaining current registration stickers on your vehicle; otherwise, it may be considered to be stored on the property and is subject to towing at the vehicle owner's expense.
7. Fireworks and other flammable and unsafe items are not allowed at any time of year.

LAWNS, BREEZE WAYS, GROUNDS AND COMMON AREAS

1. Children are not permitted to play in or on building breeze ways or fences. This also includes climbing trees and playing in flower boxes. The committee has the right to impose fines.

2. No bikes, toys, etc. can be stored in breeze ways, walkways or lawn areas. All items left in these areas will be confiscated. All confiscated items will be placed on a reclamation list that can be obtained from the Management Committee.
3. No trash is allowed outside unit doors. All trash must be stored within garage area and deposited into the trash cans.
4. No littering in or around your unit or in common areas at any time. This includes cigarette butts. (Violators will be fined \$25.00 per occurrence)

DISTURBANCES

Please remember your unit is your home, but it is not a house. Be considerate of your neighbors.

1. No loud noise is allowed at any time.
2. Car stereos must be turned down at the entrance of the property. Anyone found in violation of this rule will be given a warning for the first offense, a fine of \$25.00 for the second offense, and a fine of \$50.00 for each subsequent offense.
3. All residents are responsible for their guest's actions.
4. Curfew for minors is 10:00 P.M. Parents are responsible for their minor children.

UNDERAGE RESIDENTS

"Children" as noted herein, are defined as being residents or guests less than 10 years of age.

1. Children are allowed in amenities (i.e., park, recreation facilities, picnic/BBQ area) ONLY when accompanied by a parent or guardian, who is a resident.
2. Parents or guardians are held solely responsible for their children's actions and will be held financially responsible for any damage caused by their children.
3. Residents will be held responsible for the actions of the children of their visitors.
4. Children under the age of five are allowed to ride tricycles on the sidewalk with the supervision of a parent or guardian. Children are NOT allowed to ride their bikes, roller blades, skateboards, etc. on property sidewalks, breeze ways, or lawns.
5. Children are not permitted to play near or around parked cars.
6. No toys, bikes, big wheels, etc. should be left on the property. Such items are to be kept in the resident's unit or in the storage closet in the balcony/patio area.
7. Parents will be held liable for any damage caused to the landscaping by their children.
8. Young adults, defined as persons older than 10 years of age, but less than 18 years of age are the sole responsibility of their parents or legal guardian.

PATIOS AND PORCHES

1. Porches/patios are not to be used for storage of bicycles, old furniture, boxes, etc. at any time.
2. Patio furniture (2 chairs & 1 table), flowers, plants, and gas or electric barbecues (provided that the barbecue is covered with a fitted cover) are the ONLY items allowed to be stored on porches/patios.
3. No coverings are allowed to be used as enclosures.
4. Do not hang bathing suits, blankets, laundry, rugs, etc. on your patio/porch. Exterior blinds or shades are permitted provided that they are white or tan in color. There will be NO sheets or blankets hung over windows to darken rooms; however, you may hang your own curtains on the interior of your unit provided they have a clean backing.
5. No alteration of any part of the outside of a unit is permissible without the written permission of the management committee.
6. Bird feeders/houses are allowed and must be hung in such a manner that bird droppings do not fall upon your railings, patios, porch, etc.

DAMAGE OR THEFT

MANAGEMENT IS NOT RESPONSIBLE UNDER ANY CIRCUMSTANCES FOR DAMAGE OR THEFT OF ANY PROPERTY BELONGING TO RESIDENTS.

PETS

1. All pets that may pose a threat or create an unreasonable risk of harm to the community are not allowed. Including: Doberman Pincers, Pit Bulls, Rottweilers or snakes of any kind.

2. No more than three (3) animals (i.e., cats & small dog, three cats, or three small dogs) may be kept within one Unit.
3. Fish, small reptiles (excluding snakes), birds and other small pets are allowed but may be monitored, regulated and approved by the Management Committee.
4. All dogs must be on a leash at all times when outside of your unit. Pets are not to be staked outside the condominium or enclosed in the porch or patio area. Violators will receive a warning for the first offense, a \$50.00 fine for the second offense, and a \$100.00 fine for each subsequent offense.
5. Residents are responsible for any and all damage caused by their pets.
6. Pet areas have been established on the property. They have been marked with "Pet Area" signs. Residents must clean up after their pets. Any resident found in violation of the rule will be charged a cleaning fee of \$25.00 for the first offense, and \$75.00 for each subsequent offense. No warning notice will be given!
7. No annoyance by any pet will be allowed. The management committee has the right to impose fines depending on the severity of occurrence.
8. All pets must be registered with the management office for safety and identification. Registration will consist of the owner providing proof of licensing (for dogs) or an ID tag (for cats) and a picture of your pet for management's files. Any animal found on community property which cannot be properly identified may be turned over to County Animal Services.
9. Patios/porches are to be kept clean of pet droppings at all times. Also, pet food may not be left outdoors as this can attract rodents and strays.
10. All aforementioned pet rules apply to animals that are on the property even on a temporary basis - such as when "pet sitting" for a friend or relative. You must register the pet with management. Failure to do so will result in a fine.

VARIANCES

In hardship cases, the Declarant or the Management Committee shall have the power, but not the duty, to grant a variance from the requirements of the restrictions provided, however, that all the necessary permits or variances have first been obtained from any agency or department having jurisdiction thereof.

AMENDMENTS

These rules and procedures are effective February 1, 2006 and supersede any previous rules until amended by a vote of the management committee. These rules are strictly observed by Split Mountain Village and will be enforced by the management committee and property management company employees. We hope all residents and owners will understand that these rules have been made for their safety, protection, pleasure and convenience so that this property may maintain a reputation for refined, quiet and happy living.

We endeavor to provide a clean and safe community for all residents to enjoy. We ask that you please do your part and abide by these rules so that we can all enjoy a good quality of life here at Split Mountain Village.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has hereunto set its hand and seal this 13th day of July, 2006

SPLIT MOUNTAIN VILLAGE LLC

BY:  (SEAL)
Its President


Secretary

Entry 2006006655
Book 983 Page 717

STATE OF UTAH)

To-Wit:

CITY OF VERNAL)

The foregoing instrument was acknowledged before me this 13th day of

July, 2006 by L. Scott Gardner, as President of SPLIT MOUNTAIN VILLAGE
LLC., a Utah limited liability company.

Vickie Jackson

Notary Public

My commission expires: June 6, 2007

