

1/29/11

Recorded at the Request of:  
Coral Canyon HOA  
After Recording Mail to:  
Vial Fotheringham SG, LLP  
Attn: Bruce C. Jenkins  
1173 South 250 West, Suite 308  
St. George, UT 84770

**DOC # 20110039986**  
Amended Restrictive Covenants Page 1 of 10  
Russell Shirts Washington County Recorder  
12/29/2011 04:12:06 PM Fee \$ 30.00  
By VIAL FOTHERINGHAM



**AFFIDAVIT OF RECORDING**

**AMENDMENT TO RULES OF THE AMENDED AND RESTATED RESIDENTIAL  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF CORAL CANYON**

STATE OF UTAH        )  
                                  : ss.  
County of Washington )

Affiant, being duly sworn, avers as follows:

That attached hereto are true and correct copies of:

- (i) the Board of Directors Resolution adopting revisions to the Rules; and
- (ii) the revised Rules; i.e., Exhibit "A" to the Amended and Restated Residential Declaration of Covenants, Conditions and Restrictions for Coral Canyon recorded on April 3, 2002 the office of the Washington County Recorder, Washington County, Utah as Entry No. 00759602.

This Affidavit and its attachments are to be recorded in the office of the Washington County Recorder, Washington County, Utah, against the property of the Coral Canyon subdivision described in Schedule 1 hereto.

Dated this 23 day of NOVEMBER, 2011

Brent Bluth  
BRENT BLUTH, President of Coral Canyon  
Master Residential Owners Association

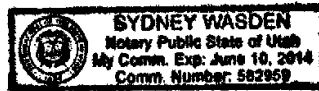
STATE OF UTAH, )

:ss.

County of Washington. )

On this 23<sup>rd</sup> day of November, 2011, personally appeared before me Brent Bluth, who is personally known to me (or satisfactorily proved to me), and who being by me duly sworn did say that he is the President of Coral Canyon Master Residential Owners Association, a Utah corporation, and that he executed the foregoing Affidavit of Recording on behalf said corporation by authority of a resolution of its Board of Directors, and he acknowledged before me that the corporation executed the same for the uses and purposes stated therein.

Sydney Wasden  
Notary Public



**RESOLUTION 2011-10-19B**

**A RESOLUTION BY THE BOARD OF DIRECTORS OF THE CORAL CANYON  
MASTER RESIDENTIAL HOMEOWNERS ASSOCIATION AMENDING EXHIBIT "A"  
RULES**

WHEREAS, The Board of Directors of the Coral Canyon Master Residential Homeowners Association desires to amend the current Exhibit "A" Rules to add clarifying language and address the rental restrictions within Coral Canyon and

WHEREAS, The Board of Directors is authorized to modify or amend Exhibit "A" Rules subject to paragraph 5.1 (b) of the Amended and Restated Residential Declaration of Covenants, Conditions and Restrictions for Coral Canyon adopted February 21, 2002 and

WHEREAS, The Board of Directors is required to give five (5) working day notice to residents of the proposed amendments to Exhibit "A" Rules and

WHEREAS, The Board of Directors is required to give residents the opportunity to voice comment on the amendments and

WHEREAS, The Board of Directors has reviewed the proposed changes to Exhibit "A" Rules and has given the required notice and opportunity for residents to voice comments;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CORAL CANYON MASTER RESIDENTIAL HOMEOWNERS ASSOCIATION, AS FOLLOWS:

1. Approves the amendments and addendum to Rental Agreement as described in Exhibit "A" Rules to this resolution.
2. Exhibit "A" Rules as amended will take effect December 1, 2011.

**ADOPTED AND APPROVED**, this 19th day of October 2011.



Board of Directors: President

**EXHIBIT "A"**

**Rules**

(a) **Animals.** Except as otherwise expressly permitted in an applicable Tract Declaration, no animals, birds, fowl, or livestock, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any Lot or Parcel and then only if they are kept, bred, or raised solely as domestic pets and not for commercial purposes. All pets must be kept in a fenced yard or on a leash at all times. No animal, bird, fowl, or livestock shall be allowed to make an unreasonable amount of noise or to become a nuisance or an annoyance to other Owners. It shall be the responsibility of each Owner and Resident to remove immediately any droppings from such Owner's or Resident's pets. No structure for the care, housing, or confinement of any animal, bird, fowl, or livestock shall be maintained so as to be Visible From Neighboring Property. Upon the written request of any Owner or Resident, the Board shall conclusively determine, in its sole and absolute discretion, whether, for the purposes of this Section, a particular animal or bird is a generally recognized house or yard pet, whether such a pet is a problem or nuisance or whether the number of animals or birds on any such property is reasonable. Any decision rendered by the Board shall be enforceable in the same manner as other restrictions contained herein.

(b) **Temporary Occupancy and Temporary Buildings.** No Trailer, incomplete building, tent, shack, garage, or barn and no temporary buildings or structures of any kind shall be used at any time for a residence, either temporary or permanent. Temporary buildings or structures may be used on any property for construction, repair, or sales purposes, with the prior written approval of the Board and for the time period approved by the Board.

(c) **Nuisances, Construction Activities:** No weeds, dead trees or plants, rubbish, or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot or Parcel, and no odors or loud noises shall be permitted to arise or emit therefrom, so as to render any such property or activity thereon, unsanitary, unsightly, offensive, or detrimental to any other property in the vicinity thereof or to the occupants of such other property. No other nuisance shall be permitted to exist or operate upon any Lot or Parcel. The Board shall have the exclusive right to determine the existence of any nuisance.

Without limiting the generality of any of the foregoing provisions and except as otherwise permitted in this Residential Declaration, no exterior speakers, horns, whistles, firecrackers, bells, or other sound devices shall be located, used, or place on any such property. Normal construction activities and parking in connection with the building of improvements in the Covered Property shall not be considered a nuisance or otherwise prohibited by this Residential Declaration. However, Lots and Parcels shall be kept in a neat and tidy condition during construction periods, trash and debris shall not be permitted to accumulate, and supplies of brick, block, lumber and other building materials will be staged only in such areas as may be approved by the Board. Each Owner shall be responsible for and shall promptly perform all onsite and construction cleanup occasioned by such Owner's contractors or subcontractors. In addition, any construction equipment and building materials stored or kept on any Lot or Parcel during construction of improvements may be kept only in areas approved by the Board, which may also require screening of the storage areas.

(d) **Landscaping, Walls and Fences:** Each Owner shall comply with landscaping Design Guidelines, including, but not limited to, specific plant selections and the timing of landscape installation. Walls and fences shall be constructed and maintained on each Lot, as provided in the Design Guidelines.

(e) **Diseases and Insects.** No Owner shall permit any thing or condition to exist upon any Lot or Parcel which shall induce, breed, or harbor diseases or insects.

(f) **Antennas.** The Design Review Committee may regulate, to the extent permitted under federal, state, and local law, any antenna, aerial, or satellite television dish or other device for the transmission or reception of television or audio signals or any other form of electromagnetic radiation proposed to be erected, used, or maintained outdoors on any portion of the Project, whether attached to a Dwelling Unit or other structure, or otherwise. To the extent permitted by applicable law, the prior approval of the Design Review Committee shall be required for the installation, use, or maintenance of any such device, which approval the Design Review Committee may condition upon the satisfaction of

certain conditions including, but not limited to, the size, placement, height, means of installation, and screening of such devices.

**(g) Trash Containers and Collection.** No garbage or trash shall be placed or kept on any Lot or Parcel except in covered containers of a type, Size, and style which are approved by the Board and by city ordinance. Such containers shall be maintained and stored so as to not be Visible from Neighboring Property except to make the same available for collection. All rubbish, trash, and garbage shall be removed from the Lots and Parcels and shall not be allowed to accumulate thereon. No outdoor incinerators shall be kept or maintained in the Covered Property. No on-site burning of trash or other debris is permitted on any Lot or Parcel.

**(h) Clothes Drying Facilities.** No outside Clotheslines or other outside facilities for drying or airing clothes shall be placed or maintained on the Covered Property.

**(i) Machines and Equipment.** No machinery or equipment of any kind shall be placed, operated, or maintained on any Lot or Parcel except:

(i) Such machinery or equipment as is usual and customary in connection with the use, maintenance, or construction (during the period of construction) of an approved building, appurtenant structures, or other improvements,

(ii) That which the Declarant, Master Residential Association, or a Subsidiary Association may require for the operation and maintenance of the Covered Property; and

(iii) That used or displayed in connection with any business permitted under a Tract Declaration.

**(j) Signs.** No signs whatsoever (including, but not limited to, commercial, political, and similar signs) which are Visible from Neighboring Property shall be erected or maintained on any Lot or Parcel except:

(i) Signs required by legal proceedings.

(ii) Not more than two identification signs for individual detached residences, each with a face area of 72 square inches or less and not more than one identification sign with a face area of 72 square inches or less for each attached residence.

(iii) Such other signs (including but not limited to "for sale" and "for lease" signs, construction job identification signs, builders signs, directional signs and subdivision and apartment identification signs) which are in conformance with applicable governmental laws and regulations and which have been approved in writing by the Design Review Committee as to size, colors, design, message content and location.

**(k) Overhead Encroachments.** No tree, shrub, or planting of any kind on any Lot or Parcel shall be allowed to overhang or otherwise to encroach upon any sidewalk, street, bike path, equestrian trail, pedestrian way, light poles, traffic signs, fire hydrants, the Golf Course, or other area from ground level to a height of eight feet without the prior written approval of the Board.

**(l) Trucks, Trailers, Campers and Boats.** No motor vehicle classed by rating as exceeding  $\frac{3}{4}$  ton, mobile home, motor home, trailer, camper shell, detached camper, boat, jet ski, boat trailer, or other similar equipment or vehicle may be parked or stored on any Lot, Parcel or street so as to be Visible from neighboring Property, the Common Areas, or the streets. However, this provision shall not apply to:

(i) Pick-up style trucks of one ton capacity or less with camper shells not exceeding seven feet in height measured from ground level and mini-motor homes not exceeding seven feet in height and eighteen feet in length which are parked as provided in Section (m) and are used on a regular and recurring basis for basic transportation;

(ii) Trucks, trailers and campers parked in a recreational vehicle storage area, provided that all such parking areas have been approved by the Board; or

(iii) Temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any improvement approved by the Board.

**(m) Motor Vehicles.** No inoperable, unlicensed, or unregistered vehicle shall be parked except inside a closed garage. No vehicle may occupy more than one driveway space or project onto the sidewalk or street when paved. Double parking is prohibited. Owners may not use, or allow their guests, invitees, lessees, tenants, or family members to use, amenity or Common Areas parking except when using the amenity or Common Areas for its approved use. The parking or storing of motorcycles, golf carts, or other vehicles on walks or patios is prohibited. No motor vehicle of any kind shall be constructed, reconstructed, or repaired upon any Lot, Parcel, street, or other area in the Covered Property, and no inoperable vehicle may be stored or parked so as to be Visible from Neighboring Property or to be visible from the Common Areas or streets. However, this provision shall not apply to:

(i) Emergency vehicle repairs;

(ii) The parking of motor vehicles in garages or other parking areas in the Covered Property designated or approved by the Board so long as such vehicles are in good operating condition and appearance, are not under repair, and comply with the parking provisions set forth in Section (m); and

(iii) The storage of motor vehicles in an area designated for such purposes on a Tract Declaration or in an area otherwise approved by the Board. The Board shall have the right and power to adopt and modify the rules and regulations governing the parking of motor vehicles on Lots, Parcels, and Common Areas and implementing the provisions of this Section. In the event of any conflict or inconsistency between the provisions of this Section and the rules and regulations adopted by the Board, the provisions of this Section shall control.

**(n) Parking.** Vehicles of all Owners and Residents and of their employees, guests, and invitees are to be kept in garages, driveways, and other parking areas designated or approved by the Board. However, this Section shall not be construed to permit the parking or storing in the above described areas of any vehicle whose parking or storage in the Covered Property is otherwise prohibited in this Residential Declaration. No motor vehicle of any type shall be parked in any landscaped area (a) in the front yard of any Lot or (b) in any portion of a side yard of a Lot which is not fully enclosed by a solid wall. In no event will parking of motor vehicles be allowed on both sides of a Dwelling Unit.

No detached trailers may be parked on the street or in front of the garage.

Recreation vehicles may be parked with a maximum time allowance of a 24 hour duration to assist in loading and unloading of the Dwelling Unit.

The rules may permit temporary parking on streets or other Covered Property areas for public or private social events or other permitted activities, but no overnight parking on streets will be permitted except passenger cars and pick-ups as otherwise provided in the Rules or by specific action of the Board. No inoperable or long term "storage" parking of any vehicle type is allowed on the street or the driveway.

The Board shall have the right to have any mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, recreational vehicle, boat, jet ski, boat trailer, or similar equipment or vehicle, or any automobile, truck, motorcycle, motorbike, or other motor vehicle which is parked, kept, maintained, constructed, reconstructed, or repaired in violation of this Residential Declaration, any Tract Declarations, other recorded document, or the Rules towed away at the sole cost and expense of the owner of the vehicle or equipment. Any expense incurred by the Master Residential Association in connection with the towing of any vehicle or equipment shall be paid to the Master Residential Association upon demand by the owner of the vehicle or equipment. If the vehicle or equipment is owned by an Owner, any amounts payable to the Master Residential Association shall be secured by the Assessment Lien, and the Master Residential Association may enforce collection of said amounts in the same manner provided for in their Residential Declaration for the collection of Assessments.

(o) **Roofs.** No solar panel, air conditioning unit, evaporative cooler, or other apparatus, structure, or object shall be placed on the roof of a Dwelling Unit without the prior written consent of the Design Review Committee. Any solar panel approved by the Design Review Committee for placement on a roof must be flush mounted and painted to match roof tile or body color of house as appropriate if Visible from Neighboring Property.

(p) **Window Treatments and Screen Doors.** Within 90 days of occupancy, each Owner of a Dwelling Unit shall install permanent draperies or suitable window treatments on all windows Visible from Neighboring Property. In no event shall windows be covered with paper, aluminum foil, bed sheets, or any other materials or temporary coverings not specifically intended for such purpose. No interior or exterior reflective material, window bars, or window covers shall be used until such items have been approved by the Design Review Committee. Screen doors, wrought iron doors and window screens Visible from Neighboring Property must also be approved by the Design Review Committee prior to installation and must be painted with colors that satisfy the requirements of the Design Guidelines.

(q) **Drainage.** No Owner or Resident shall interfere with or obstruct the drainage pattern over such Owner's Lot or Parcel from or to any other Lot or Parcel as that pattern may be established or altered by Declaring or other developer. Drainage may not be directed to any adjacent property, other than the streets, and pool water drainage and backwash discharge must be completely contained on the particular Lot or Parcel.

(r) **Garages.** Each Dwelling Unit must have an attached garage with a capacity of not fewer than two standard size automobiles, except to the extent otherwise provided by Tract Declaration for Cluster Residential uses. No garage or portion of a garage shall be converted to residential or other uses, other than storage of vehicles in accordance with this Residential Declaration, unless: (a) any such conversion is approved in advance by the Design Review Committee; and (b) after such conversion the Dwelling Unit in question still has an attached garage with a capacity of not fewer than two standard size automobiles (except to the extent otherwise provided by Tract Declaration for Cluster Residential uses). Materials, equipment and other items stored or kept within a garage must be arranged, beginning not later than thirty days after an Owner or Resident takes occupancy, so as to allow for parking of at least two standard size automobiles in such garage, except to the extent otherwise provided by Tract Declaration for Cluster Residential uses. Garage doors must be able to close completely at all times without interference from vehicles or items parked or stored inside, except to the extent otherwise provided by Tract Declaration for Cluster Residential uses.

(s) **Governmental Compliance.** In addition to complying with the terms of this Residential Declaration, each Owner and Resident shall comply with all applicable laws, rules, and regulations affecting such Owner's Lot or Parcel or the use thereof.

(t) **Leases.** Any agreement to lease or sublease any Dwelling Unit, Lot or Parcel must be in writing and must be expressly subject to this Residential Declaration, the Rules, the Design Guidelines, the Articles, and the Bylaws, as amended from time to time. No lease of a Lot or Parcel for less than 30 consecutive days shall be permitted. All portions of the Dwelling Unit, Lot or Parcel must be leased to a single family. No timeshare interest shall be permitted. For the purpose of this subsection, timeshare interest shall mean a right to occupy the Dwelling Unit or Lot, or any portion thereof, during five or more separate time periods over a period of at least one year, including renewal options, whether or not coupled with an ownership interest in the Lot. Timeshare interest shall also include what is commonly known as a "timeshare estate," which is a small undivided fractional ownership interest in the Lot by which the purchaser does not receive any right to use the Lot, including the Dwelling Unit, except by contract, declaration or other instrument defining the undivided fractional right of use.

(i) All leases shall be required to include as an addendum to the lease the form of addendum set forth below.

(ii) An Owner shall provide a copy of the lease, together with the required addendum, to the the Master Residential Association, located at 3150 E. Grasslands Parkway, Washington, Utah 84780.

(iii) Any violation of the Residential Declaration, Articles, Bylaws, the Rules, and Design Guidelines ("Governing Documents") shall be default under the lease. The Owner shall remain liable for compliance with the Governing Documents and shall be responsible for any violations thereof by such Owner's tenant or such Owner's tenant's family and guests. In case of repeated violations of the Governing Documents by the Tenant, after fifteen days advanced written notice to the Owner, the Association may (a) require the Owner to commence eviction proceedings against the Tenant or (b) fine the Owner in the amount of \$100 per week until the violation is cured; or (c) both. The foregoing remedies are cumulative and not exclusive.. Repeated violations means (a) two or more violations that have not been cured within the time prescribed in the Governing Documents or resolution of the Association Board of Directors and (b) three or more of the same violation even if cured as provided for in part (i);

(iv) All notices pursuant to this Residential Declaration shall be sent to the Owner.

(v) The Declarant and those parties contracted with the Declarant for the development of lots or construction of residences are not subject to the terms of this Section.

**Addendum to Rental Agreement**

**(Coral Canyon)**

This Addendum supplements that certain rental agreement ("Lease") for the real property located at \_\_\_\_\_ (street address), Washington City, Utah, (the "Property") entered into by and between \_\_\_\_\_ as Owner and \_\_\_\_\_ as Tenant, dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to the following:

1. CC&Rs: Tenant and Owner acknowledge that the Property is governed by certain Amended and Restated Residential Declarations of Covenants Conditions and Restrictions of Coral Canyon, as the same have been amended from time to time (the "CC&Rs) and that they are familiar with and bound by the CC&Rs. A true and correct copy of the CC&Rs, including amendments thereto, attached hereto as Exhibit A.

2. Association Documents: The Property, and its owners and tenants are subject to governance by the Coral Canyon Master Residential Association (the "Association") and are subjected to the Association's CC&Rs, Articles of Incorporation, Bylaws, architectural design standards, rules, regulations, and Board resolutions ("Governing Documents"). Copies of the Governing Documents are available from the Association's Board or property management company.

3. Breach of Lease: Tenant agrees to abide by all of the Governing Documents and acknowledges that failure to do so will constitute a breach of the Lease and will subject the Tenant to eviction from the Property by the Owner or fines by the Association, or both.



4. Repeated Violations: In case of repeated violations of the Governing Documents by the Tenant, after fifteen days advanced written notice to the Owner, the Association may require the Owner to commence eviction proceedings against the Tenant or fine the Owner, or both. Repeated violations means (i) two or more violations that have not been cured within the time prescribed in the Governing Documents or resolution of the Association Board of Directors and (ii) three or more of the same violation even if cured as provided for in part (i) .

5. Costs of Enforcement: The expenses incurred by the Association in enforcing this Addendum and the Governing Documents, including attorney's fees and costs of suit, shall be repaid to the Association by the Owner. Failure of the Owner to make such payment within fifteen (15) days after receipt of written demand thereof, shall entitle the Board of the Association to levy and add to the assessment against such Owner and the Property, all expenses incurred by the Association and to foreclose the Assessment Lien according to Utah Law; or file suit to collect the amounts due and owing, or both.

6. Enforcement Against Owner: Nothing herein shall relieve the Owner of the Owner's obligation to abide by the Governing Documents and the Association shall have all remedies afforded to it to enforce the terms of the Governing Documents, those afforded by law and those available in equity, including injunctive relief and specific performance.

7. Complete Information: Both the Owner and Tenant shall supply the information requested in this Addendum and shall sign in the space provided below. The Lease shall not be deemed approved until this Addendum is signed (without modification) and a copy of the Lease and this Addendum is delivered to the Board of the Association, or the property manager if so designated by the Board.

8. Conflict: In the event of any conflict between the terms of this Addendum and the Lease, this Addendum shall control.

\_\_\_\_\_  
Signature by Tenant  
Phone Number: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature by the Owner  
Phone Number: \_\_\_\_\_

Date: \_\_\_\_\_

Received by the Association on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_

Its: \_\_\_\_\_

**SCHEDULE 1**

This Amendment to the Declaration of Covenants, Conditions and Restrictions of Coral Canyon Master Residential Owners Association effects the following real property, all located in Washington County, State of Utah:

All of Phases 1 through 3, including any and all Common Area, as shown on the Official Plats for the Coral Canyon Subdivision, according to the official records of the Washington County Recorder:

<b>Phase</b>		<b>Lots</b>	<b>Tax ID Nos.</b>
1		1-367	W-CRLC-1-1-367-CC
	Area 2	413-440	W-CRLC-A2-1-413-440-CC
	Area 2	441-443	W-CRLC-A2-1-441-443-A-CC
	Area 2	444-461	W-CRLC-A2-1-444-461-CC
	Area 6	513-530	W-CRLC-A6-1-513-530-CC
		557-625	W-CRLC-A6-1-557-625-CC
2	Area 2	462-435	W-CRLC-A2-2-462-435-CC
2	Area 2	466-A	W-CRLC-A2-2-466-A-CC
2	Area 2	467-477	W-CRLC-A2-2-467-477-CC
2	Area 2	626	W-CRLC-A2-2-626-CC
2	Area 6	531-556	W-CRLC-A6-2-531-556-CC
3	Area 2	627-759	W-CRLC-A2-3-627-759-CC