

After Recording Return to  
Monarch Property Management.  
1240 E. 100 S. #10  
St. George, UT. 84790

SG-VGV-(1-46)

all lots.

JS

**DOC # 20170012901**

Amended Restrictive Covenants  
Russell Shirts Washington County Recorder  
03/29/2017 12:47:08 PM Fee \$ 52.00  
By MONARCH PROPERTY MANAGEMENT

Page 1 of 22



**Revised Covenants, Conditions and Restrictions  
Of the  
Villas at Green Valley**

Amended this 23 day of January, 2017  
As voted on by the members and Board of Directors

*Villas at Green Valley Amended.*

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AND RESTRICTIONS OF  
THE VILLAS AT GREEN VALLEY**

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**DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS  
OF THE VILLAS AT GREEN VALLEY**

THIS IS A DECLARATION of Covenants, Conditions and Restrictions, which establishes a planned unit development known as The Villas at Green Valley.

DECLARATION

All of the properties described below shall be held, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, easements, assessments, charges and liens, and to the Map recorded concurrently. This is for the purpose of protecting the value and desirability of the properties. This Declaration and the Map shall be construed as covenants of equitable servitude; shall run with the properties and be binding on all parties having any right, title or interest in the properties or any part thereof, their heirs, successors and assigns; and shall inure to the benefit of each owner thereof.

The Properties are located in St. George, Washington County, Utah and are described as:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS  
REFERENCE

#### ARTICLE 1 --DEFINITIONS

The following definitions control this Declaration. These terms, though defined, are generally not capitalized in the Declaration.

Section 1.1. Declaration means this instrument, and any amendments.

Section 1.2. Plat or Map means the subdivision plat recorded herewith entitled 'The Villas at Green Valley,' consisting of one sheet, prepared and certified by Terry Abplanap, a Utah Registered Land Surveyor" or any replacements thereof, or additions thereto.

Section 1.3. Property or Properties means that certain real property hereinbefore described, and such additions thereto as may hereafter be subjected to this Declaration.

Section 1.4. Common Area means that portion of property owned by the Association, shown on the plat as dedicated to the common use and enjoyment of the owners.

Section 1.5. Limited Common area means that portion of property owned by the Association, shown on the plat as dedicated to the exclusive use and enjoyment of the owner of the lot to which such limited common area is adjacent and/or appurtenant. Limited Common Area is subject to rights of the Association set forth in this Declaration.

Section 1.6. Lot means a separately numbered and individually described plot of land shown on the plat designated as a lot for private ownership, but specifically excludes the common and limited common areas.

Section 1.7. Townhome means a single family dwelling, with or without walls or roofs in common with other single family dwelling lots. When the term "Townhome" is used it includes fee title to the real property lying directly beneath the single family dwelling, within lot boundary lines. This however, is not all the lot in some instances as there may be lot boundary outside the townhome walls.

Section 1.8. Owner means the entity, person, or group of persons owning fee simple title to any lot, which is within the properties. Regardless of the number of parties participating in ownership of each lot, the group of those parties shall be treated as one "owner."

Section 1.9. Association means The Villas at Green Valley Owners Association, its successors and assigns.

Section 1.10. Member means every person or entity who holds membership in the Association. Every member is an owner, and every owner is a member.

Section 1.11. Trustees mean the governing body of the Association.

Section 1.12. Mortgage includes "deed of trust" and mortgagee includes "trust deed beneficiary."

## ARTICLE 2 - PROPERTY RIGHTS

Section 2.1. Title to the Common Area. The Association owns all the Common Area. The Association covenants to fulfill all the terms of this Declaration, to maintain the common area in good repair and condition at all times and to operate the common area at its own expense in accordance with high standards.

Section 2.2. Owners' Easements of Enjoyment. Every owner has a right and easement of use and enjoyment in and to the common area. This easement is appurtenant to and passes with the title to every lot, subject to:

- (a) The right of the Association to limit the number of guests of members using the common area.
- (b) The right of the Association to suspend the voting rights and/or common utility service of a member for any period during which any assessment or portion thereof against their lot remains unpaid; and for a period of not to exceed sixty (60) days for any infraction of its published rules and regulations.
- (c) The right of the Association to enter into agreements or leases which provide for use of the common areas and facilities by a similar Association in consideration for use of the common areas and facilities of the other Association, or for cash consideration;
- (d) ~~(e)~~ The right of the Association with the approval of sixty-seven percent (67%) of ~~each class of~~ owners, to sell, exchange, hypothecate, alienate, mortgage, encumber, dedicate, release or transfer all or part of the common area to any private individual, corporate entity, public agency, authority, or utility.
- (e) ~~(f)~~ The right of the Association to grant easements for public utilities or other public purposes consistent with the intended use of the common area by the Association.
- (f) ~~(g)~~ The right of the Association to take such steps as are reasonably necessary or desirable to protect the common area against foreclosure.
- (g) ~~(h)~~ The terms and conditions of this Declaration.
- (i) The right of the Association, through its Trustees, to adopt rules and regulations concerning use of the common area.

Section 2.3. Limited Common Area. A lot owner is entitled to the exclusive use of the limited common area adjacent and appurtenant thereto, if any. The Association, through its Trustees, may adopt rules and regulations concerning use of the limited common area. Limited common area is subject to the rights of the Association set forth in this Declaration.

Section 2.4. Delegation of Use. An owner is deemed to delegate his right of enjoyment to the common area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property. No one who is a nonresident shall have any such delegable right of enjoyment.

Section 2.5. Lot. Each lot is owned in fee simple by the owner. However, area within the surveyed lot boundaries but outside the townhome walls even though part of the Lot and owned in fee

simple by the owner shall be treated as limited common area for use purposes, and as exterior area for maintenance purposes. The purpose of lying out a lot larger than the townhome is to allow flexibility in the original townhome construction. After the initial construction on a lot, subsequent construction or reconstruction, if any, may occupy any portion of the surveyed lot, subject to all other provisions of this Declaration. An owner may provide or construct appurtenant structures and personal landscaping outside the boundaries of the townhome and within the rear area of the surveyed boundaries of the lot, subject to approval of the Architectural Control Committee, as outlined in Article 6.3 herein.

Section 2.6. Rules. The Board of Trustees shall have the authority to promulgate rules and regulations for the governance of the Properties, and persons within the Properties. These rules of the Association shall be compiled and copies shall be made available for inspection and copying by the Trustees.

Section 2.7. Fines. The Board of Trustees is empowered to enforce the Declaration of Covenants, Conditions and Restriction, and Rules and Regulations and to assess fines as provided for by Utah law. The Board shall adopt by rule a fine policy.

### ARTICLE 3 --MEMBERSHIP AND VOTING RIGHTS

Section 3.1. Membership. Every owner is a member of the Association. The term "owner" includes contract purchasers but does not include persons who hold an interest merely as security for the performance of an obligation unless and until title is acquired by foreclosure or similar proceedings. Membership is appurtenant to and may not be separated from lot ownership. Membership in the Association automatically transfers upon transfer of title by the record owner to another person or entity.

Section 3.2. Voting Rights. The Association has one class of voting membership:

All members are entitled to one vote for each lot owned. When more than one person holds an interest in any lot, the group of such persons shall be a member. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot. A vote cast at any association meeting by any of such co-owners, whether in person or by proxy, is conclusively presumed to be the vote attributable to the lot concerned unless written objection is made prior to that meeting, or verbal objection made at that meeting, by another co-owner of the same lot. In the event an objection is made, the vote involved shall not be counted for any purpose except to determine whether a quorum exists.

### ARTICLE 4 --FINANCES AND OPERATIONS

Section 4.1. Creation of the Lien and Personal Obligation of Assessments. The Declarant and each subsequent owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, covenants and agrees to pay to the Association

- (1) annual assessments or charges;
  - (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided;
  - (3) any other amount or assessment levied or charged by the Association or Board of Trustees pursuant to this Declaration, and
  - (4) interest, costs of collection and a reasonable attorney's fee, as hereinafter provided.
- All such amounts shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment or amount is charged. Such assessments and other amounts shall be the personal obligation of the person who was the owner of such property at the

time when the assessment fell due. Successors-in-title shall not be personally liable for assessments delinquent at the time they took title unless that obligation is expressly assumed by them.

Section 4.2. Purpose of Assessments. The assessments levied by the Association shall be used  
(a) for the purpose of promoting the recreation, health, safety, and welfare of the residents of the properties and

(b) for the Improvement and maintenance of properties, services, and facilities devoted to this purpose. The assessments must provide for but are not limited to, the payment of taxes on Association property and insurance maintained by the Association; the payment of the cost of repairing, replacing, maintaining and constructing or acquiring additions to the common-and limited common areas; the payment of administrative expenses of the Association; insurance deductible amounts; the establishment of a reserve account for repair, maintenance and replacement of those common and limited common areas which-must be replaced on a periodic basis, and other amounts required by this Declaration or that the Trustees shall determine to be necessary to meet the primary purposes of the Association. The assessments may provide, at the discretion of the Trustees, for the payment of other charges including, without limitation, maintenance, management, utility, cable television, trash collection, sewer and water charges.

Section 4.3. Maximum Annual Assessment. Until January 1st following recording of this Declaration, The maximum annual assessment shall be Eight Hundred Forty Dollars (\$840.00) per lot. This amount shall be the basis of calculation for future maximum annual assessments.

(a) From and after the date referred to above the maximum annual assessment shall may be increased each year by five percent (5%) above the maximum assessment for the previous year, without a vote of the membership.

(b) The Association may change the basis and maximum of the assessments fixed by this Section prospectively for any annual period provided that any such change shall have the assent of sixty-seven percent (67%) of the votes of members voting in person or by proxy at a meeting duly called for this purpose.

The actual general assessment need not increase annually. The Board may set the actual general annual assessment on an annual basis. Notice shall be given to each owner as provided in Section 8. The Board must set the actual general assessment to be an amount at or less than the Maximum Annual Assessment.

Section 4.4. Special Assessments for Capital Improvements. In addition to the annual assessments, the Association may levy in any assessment year a special assessment, applicable to that year only. Special assessments may only be levied to defray, in whole or in part, the cost of any construction, reconstruction, repair or replacement of common or limited common area structures, fixtures and personal property related thereto. Special assessments must have the assent of sixty-seven percent (67%) of the votes of each-class-of the members authorized to vote, in person or by proxy, at a meeting duly called for this purpose.

Section 4.5. Additional Assessments. In addition to the annual assessments and special assessments for capital improvements authorized herein, the Association may levy such additional assessments as may be necessary from time to time for the purpose of repairing and restoring the damage or disruption resulting to streets or other common or limited common areas from the activities of the City of St. George in maintaining, repairing or replacing the City's utility lines and facilities thereon. It is acknowledged that the ownership of said utility lines, underground or otherwise is in the City up to and including the meters for individual units, and that they are installed and shall be maintained to City specifications.

Section 4.6. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting of members called for the purpose of taking any action authorized under Sections

3 or 4 shall be sent to all members at least thirty (30) days in advance of said meeting. At the first meeting called, the presence at the meeting 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 quorum requirement is not met at such a meeting, another meeting may be called on at least thirty (30) days advance written notice and the required quorum at any such subsequent meeting shall be one-half 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 4.7. Uniform Rate of Assessment; Periodic Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots. This method of determining the assessments, dues and charges may not be changed without the prior written approval of all first mortgagees. Annual, special and additional assessments may be collected on a monthly, quarterly, semi-annual or annual basis, as the Trustees determine.

Section 4.8. Date of Commencement of Annual Assessments: Due Dates. Annual assessment shall be pro-rated from the date of purchase. At least thirty (30) days prior to the commencement of each new assessment period, the Trustees shall send or cause to be sent a written notice of the annual assessment to each owner subject thereto. This notice shall not be a pre-requisite to validity of the assessment. In the absence of a determination by the Trustees as to the amount of said assessment, the annual assessment shall be an amount equal to 90% of the maximum annual assessment determined as provided above.

The assessment due dates shall be established by the Trustees. The Trustees may provide for the payment of annual and special assessments in equal installments throughout the assessment year.

The Trustees shall prepare a roster of the properties and the assessments applicable thereto at the same time that it shall fix the amount of the annual assessment which roster shall be kept by the Treasurer of the Association, who shall record payments of assessments and shall allow inspection of the roster by any member at reasonable times.

The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified lot has been paid. Such certificates, when properly issued, shall be conclusive evidence of the payment of any assessment or fractional part thereof which is therein shown to have been paid.

Section 4.9. Effect of Non-Payment of Assessment; Remedies of the Association. Any assessment or installment thereof not paid within thirty (30) days after the due date thereof shall be delinquent and shall bear interest from the due date at the rate of eighteen percent (18%) per annum (or such lesser rate as the Trustees shall determine appropriate) until paid. In addition, the Trustees may assess a late fee for each delinquent installment which shall not exceed ten percent (10%) of the installment.

The Trustees may, in the name of the Association,

(a) bring an action at law against the owner personally obligated to pay any such delinquent assessment without waiving the lien of assessment, or

(b) may foreclose the lien against the property in accordance with the laws of the State of Utah applicable to the exercise of powers of sale in deeds of trust or to the foreclosure of mortgages, or in any other manner permitted by law, and/or

(c) may restrict, limit or totally terminate any or all services performed by the Association in behalf of the delinquent member.

There shall be added to the amount of any delinquent assessment the costs and expenses of any action, sale or foreclosure, and reasonable attorney's fees, together with an account for the reasonable rental for the lot from time to time of commencement of the foreclosure. The Association shall be entitled to the appointment of a receiver to collect the rental income or the reasonable rental without regard to the value of the other security.

A power of sale is hereby conferred upon the Association which it may exercise. Under the power of sale the lot of an owner may be sold in the manner provided by Utah law pertaining to deeds of trust as if said Association were beneficiary under a deed of trust. The Association may designate



any person or entity qualified by law to serve as Trustee for purposes of power of sale foreclosure.

No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common area or by abandonment of his lot.

A lot owner's acceptance of the owner's interest in a lot constitutes a simultaneous conveyance of the lot in trust, with power of sale, to the trustee designated as provided in this section for the purpose of securing payment of all amounts due under the declaration and this chapter.

A power of sale and other powers of trustee under this part may not be exercised unless the association appoints a qualified trustee. An association's execution of a substitution of trustee form authorized in Section 57-1-22 is sufficient for appointment of a trustee.

A person may not be a trustee under this part unless the person qualifies as a trustee under Subsection 57-1-21(1)(a)(i) or (iv).

A trustee under this part is subject to all duties imposed on a trustee under Sections 57-1-19 through 57-1-34.

At least 30 calendar days before initiating a non-judicial foreclosure, and association shall provide notice to the owner of the lot that is intended subject of the non-judicial foreclosure. The notice shall

- (i) notify the lot owner that the association intends to pursue non-judicial foreclosure with respect to the owner's lot to enforce the association's lien for an unpaid assessment;
- (ii) notify the lot owner of the owner's right to demand judicial foreclosure in the place of nonjudicial foreclosure;
- (iii) be in substantially the following form:

**"NOTICE OF NON-JUDICIAL FORECLOSURE AND RIGHT TO DEMAND JUDICIAL FORECLOSURE"**

The Villas at Green Valley, the association for the project in which your lot is located, intends to foreclose upon your lot and allocated interest in the common areas using a procedure that will not require it to file a lawsuit or involve a court. This procedure is being followed in order to enforce the association's lien against your lot and to collect the amount of an unpaid assessment against your lot, together with any applicable late fees and the costs, including attorney fees, associated with the foreclosure proceeding. Alternatively, you have the right to demand that a foreclosure of your property be conducted in a lawsuit with the oversight of a judge. If you make this demand and the association prevails in the lawsuit, the costs and attorney fees associated with the lawsuit will likely be significantly higher than if a lawsuit were not required, and you may be responsible for paying those costs and attorney fees. If you want to make this demand, you must state in writing that 'I demand a judicial foreclosure proceeding upon my lot.' or words substantially to that effect. You must send written demand by first class mail and certified U.S mail, return receipt requested, within 15 days after the date of the postmark on the envelop in which this notice was mails to you. The address to which you must mail your demand is 1240 East 100 South, St. George, Utah 84790; and

- (iv) be sent to the lot owner by certified mail, return receipt requested; and may be included with other association correspondence to the lot owner.

An association may not use a non-judicial foreclosure to enforce a lien if the lot owner mails the association a written demand for judicial foreclosure:

- (a) by U.S. mail, certified with return receipt requested;
- (b) to the address stated in the association's notice under Section 4.9; and
- (c) within 15 days after the date of the postmark on the envelop of the association's notice under Section 4.9.

Section 4.10. Appointment of Trustee. By acceptance of a deed for a unit, each owner as trustor conveys and warrants to trustee in trust for the Association, as beneficiary, with the power of sale, the owner's unit and all improvements thereon for the purpose of securing payment of all Assessments (including basis of collection) provided for in this declaration. For purposes of this Section, the Act, and the Utah Code Ann. 57-1-19, et seq., as amended from time to time, the trustee shall mean the attorney for the Association, and the Association may provide notice and disclosure of the trustee, or substitution thereof, by recording an appointment or substitution of

trustee in the records of the local County Recorder. Each Owner hereby also grants to the Association and trustee all powers and rights of non-judicial trust deed foreclosure provided for in Utah Code Ann. 57-1-19, et seq.

**Section 4.11. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage held by an institutional lender or insured by the Federal Housing Administration or the Veterans Administration if the mortgage was recorded prior to the date the assessment became due. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to foreclosure of a first mortgage or any proceeding in lieu thereof shall extinguish the assessment lien as to payments which became due prior to such sale or transfer. No sale or transfer, however, shall relieve a lot or owner from personal liability for assessments coming due after he takes title or from the lien of such later assessments.

**Section 4.12 Books, Records and Audit.** The Association shall maintain current copies of the Declaration, Articles, Bylaws, Rules and Regulations and other similar documents, as well as its own books, records and financial statements which shall all be available for inspection by lot owners and insurers as well as by holders, insurers and guarantors of first mortgages during normal business hours upon reasonable notice. Charges shall be made for copying, researching or extracting from such documents. A lot owner or holder, insurer or guarantor of a first mortgage may obtain an audit of Association records at its own expense so long as the results of the audit are provided to the Association.

**Section 4.13. Reserve Analysis Requirements.** The Board shall cause a reserve analysis to be conducted no less frequently than every six (6) years, and shall review and if necessary, update a previously conducted reserve analysis no less frequently than every three years. However, the board may increase or decrease the frequency of conducting and updating a reserve analysis in a formal resolution of the board delivered to all owners. The board may conduct a reserve analysis itself or may engage a reliable person or organization, as determined by the Board, to conduct the reserve analysis.

**Section 4.13.1. Reserve Analysis Defined.** "Reserve analysis" means an analysis to determine the need for reserve fund to accumulate reserve funds, and the appropriate amount of any reserve fund. A reserve analysis shall include

- (a) a list of the components identified in the reserve analysis;
- (b) a statement of the probable remaining useful life, as of the date of the reserve analysis of each component identified in the reserve analysis;
- (c) an estimate of the cost to repair, replace, or restore each component identified in the reserve analysis;
- (d) an estimate of the total annual contribution to a reserve fund necessary to meet the cost to repair, replace or restore each component identified in the reserve analysis during the component's useful life and at the end of the component's useful life; and
- (e) a reserve funding plan that recommends how the Association may fund the annual contribution described in subsection (d) above.

**Section 4.13.2. Reserve Analysis Summary Provided to Owners.** The Association shall

- (a) annually provide Owners a summary of the most recent reserve analysis or update; and
- (b) provide a copy of the complete reserve analysis or update to an Owner who requests a copy. The copy provided or requested to an Owner may be by electronic means.

**Section 4.12.3. Reserve Fund.** The Association shall establish and maintain a reserve fund, separate from other Association funds for repairs and replacement of the Common areas, for an emergency, unforeseen, unusual, or unanticipated expenditure, and for any other purpose determined from time to time by the Board. In formulating the budget each year, the Association shall include a reserve fund line in an amount the Board determines, based on the reserve

analysis to be prudent. The Board may not use money in a reserve fund for daily maintenance expenses, unless a majority of the Owners vote to approve the use of reserve fund money for that purpose. Daily means performed or occurring more often than yearly.

#### ARTICLE 5 --INSURANCE

Section 5.1. Casualty Insurance on Insurable Common Area. The Trustees shall keep all insurable improvements and fixtures of the common area insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property whether real or personal, owned by the Association against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the common area shall be written in the name of, and the proceeds thereof shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are common expenses which shall be included in the regular annual assessments made by the Association.

In addition to casualty insurance on the Common Area, the Trustees may elect to obtain and continue in effect, on behalf of all owners, adequate blanket casualty and fire insurance in such form as the Trustees deem appropriate in an amount equal to the full replacement value, without deduction for depreciation or coinsurance of all of the Townhomes including the structural portions and fixtures thereof. Insurance premiums from any such blanket insurance coverage, and any other insurance premiums paid by the Association shall be a common expense of the Association to be included in the regular annual assessments as levied by the Association. The insurance coverage with respect to the Townhomes shall be written in the name of, and the proceeds thereof shall be payable to the Association as trustee for the owners.

Section 5.2. Replacement or Repair of Property. In the event of damage to or destruction of any part of the common area improvements, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a reconstruction assessment against all lot owners to cover the additional cost of repair or replacement not covered by the insurance proceeds. In addition to any other common assessments made against such lot owner.

In the event that the Association is maintaining blanket casualty and fire insurance on the Townhomes, the Association shall repair or replace the same to the extent of the insurance proceeds available.

In the event of damage or destruction by fire or other casualty to any portion of the development covered by insurance written in the name of the Association, the Trustees are empowered to and shall represent the members in any proceedings, negotiations, settlements or agreements. The Association is appointed attorney in fact of each owner for this purpose.

Section 5.3. Liability Insurance. The Trustees shall obtain a comprehensive policy of public liability insurance covering all of the common and limited common property for at least \$1,000,000.00 per occurrence for personal or bodily injury and property damage that results from the operation, maintenance or use of the common areas. Liability insurance policies obtained by the Association shall contain a 'severability of Interest' clause or endorsement which shall preclude the insurer from denying the claim of an owner because of negligent acts of the Association or other owners.

Section 5.4. Fidelity Insurance. The Trustees may elect to obtain fidelity coverage against dishonest acts on the part of managers, Trustees, officers, employees, volunteers, management agents or others responsible for handling funds held and collected for the benefit of the owners or members.

In procuring fidelity insurance the Trustees shall seek a policy which shall

- (1) Name the Association as obligee or beneficiary plus
- (2) Be written in an amount not less than the sum of
  - (i) three months' operating expenses and
  - (ii) the maximum reserves of the Association which may be on deposit at any time, and
- (3) Contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee."

Section 5.5. Annual Review of Policies. All Insurance policies shall be reviewed at least annually by the Trustees in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacements of the property which may be damages or destroyed.

## ARTICLE 6 –COMMITTEES

Section 6.1. Committees. All Committees shall be composed of two or more representatives who shall be appointed by the Trustees. All committees shall report to the Board of Trustees. No member of any committee has the authority to take action or make decisions without a vote of the Trustees. The organization and responsibilities of any committee shall be determined by the Board of Trustees.

### Section 6.2. Architectural Control Committee

No structure, building, fence, wall or addition, extension or expansion of any of the foregoing shall be commenced, erected or maintained upon the properties, nor shall any exterior addition or change or alteration to any lot or home be made until the plans and specifications showing the nature, kind, shape, height, materials, colors and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Trustees or, if such a committee is in existence, by an Architectural Control Committee composed of three (3) or more representatives appointed by the Trustees. In the event said Trustees, or their designated committee fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and compliance with this article will be deemed to have been made.

Without the prior written approval of at least sixty-seven percent (67%) of each of the owners, neither the Association nor the Architectural Control Committee shall have the power, by act or omission, to change, waive or abandon any plan, scheme or regulations pertaining to the architectural design or the exterior appearance or maintenance of homes and lots, and the maintenance of the common and limited common areas including walls, fences, driveways, lawns and plantings.

Section 6.3. Grounds Committee. The Board of Trustees may appoint homeowners to this committee one of which shall be a board member. The Grounds Committee shall have at least 2 persons or more on the committee with one serving as chair that will report to the board.

Section 6.3.1. Grounds Committee Duties. The Grounds Committee shall walk the complete property as often as necessary but at least monthly taking note of items needing attention. Grounds committee shall make a report of findings at the monthly board meeting. Board determines what work or improvements outside of the contract should be completed by a vote of the Board. Committee members are not allowed to make decisions without Board approval. The Board instructs the Property Management Company (PMC) to prepare all work orders for Landscaper for specific projects approved by the board outside the contract. Landscaper performs work determined by the approved work order. Landscaper notifies PMC when work is completed with copy of work order and invoice attached. PMC notifies Grounds Committee of work completed. If work completed is not satisfactory as to the work order, the PMC notifies landscaper of the problem still existing. President receives and reviews monthly billings of

Landscaper and work orders and special work projects for approval for payment at the Board meeting. All problems and needed work should be reported and tracked by the PMC to maintain a history as to what work was completed for repairs or items replaced for future reference. At least two committee members should walk the property with Landscaper once a month to note needs or problems of HOA and suggestions may be made by Landscaper and reported to the Board. No person who is on the Grounds Committee should discuss issues with landscaper without another committee member or member being present.

Section 6.3.2. Reporting Process. Members, Board or Committee members should communicate all landscape problems via phone or email to the PMC when discovered. All problems and needed work should be tracked and reported to the Board by PMC. PMC tracks and records calls into the call log for review at each board meeting. PMC determines if the problem is under contract or requires a work order. PMC shall contact the President or Board member to determine who should be taking care of the problem such as Landscaper/Plumber/City etc. PMC sends notice to Landscaper for work to be completed if no work order is needed. Work order shall be completed by Landscaper detailing the problems if needed. Landscaper performs work as determined by the work order. Landscaper notifies PMC when work is completed with copy of work order. PMC notifies Grounds Committee of work completed. If work completed is not satisfactory as to the work order, committee shall notify PMC. PCM notifies landscaper of problem still existing. President receives and reviews monthly billings and work orders and special work projects that are completed for approval for payment at the next Board meeting.

Section 6.4 Budget and Finance Committee. This committee shall consist of at least three Members, the Treasurer, who shall be the Chairman of the Budget and Finance Committee, and two more members. This committee shall convene before the Annual meeting and the start of the fiscal year for which the budget is being recommended. This committee's budget recommendations are to be submitted to the Board for such action as it may deem necessary. The Board shall approve a budget to be presented to the members for a vote.

Section 6.5 Nominating Committee. The Nominating Committee shall consist of a chairman, who shall be a member of the Board of Trustees, and two (2) or more members of the Association. The Nominating Committee members shall be appointed by the Board of Trustees at least sixty (60) days prior to each annual meeting of the members, to serve through such annual meeting. The nominating committee shall make as many nominations for election to the Board of Trustees as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

## ARTICLE 7 --EXTERIOR MAINTENANCE

Section 7.1. Exterior Maintenance by Owner. Each owner shall be responsible for maintenance to the exterior of the Owner's townhome lot. The Trustees shall, however, in the default of the owner to perform maintenance which is the owner's responsibility, and after a two-thirds (2/3) vote, and after ten days written notice (which notice shall not be required in the event of emergency or threat to life, health, property or safety), provide exterior maintenance upon each townhome and lot. The cost of such maintenance shall be assessed against the lot or townhome. All exterior maintenance must stay within the existing color scheme of the development or as recommended by the Architectural Control Committee and approved by the Board.

Section 7.2. Exterior Maintenance by Association. The Association shall be responsible for maintenance upon the common area, the limited common area, and the area of any lot outside the lot and walls of the townhome that is of the same character as surrounding common or limited common area. The cost of such maintenance shall be a common expense.

Section 7.3. Access at Reasonable Hours. For the purpose solely of performing the maintenance required by this article, the Association, through its duly authorized agents, contractors or employees, shall have the right, after reasonable notice to the owner, to enter upon any lot or limited common area at reasonable hours.

Section 7.4. Alteration of Certain Maintenance Duties by Rule. The duty of maintenance for the area of a lot outside the walls of the townhome, and the limited common areas adjacent and appurtenant to the townhomes may be altered by Rule of the Association.

#### ARTICLE 8 •• USE RESTRICTIONS

Section 8.1. Signs. Commercial Activity. Except for one "For Rent" or "For Sale" sign of not more than six (6) square feet. No advertising signs, billboards, objects of unsightly appearance, or nuisances shall be erected, placed or permitted to remain on any lot or any portion of the properties. No commercial activities of any kind whatever shall be conducted in any building or on any portion of the properties.

Section 8-2 Quiet Enjoyment. No obnoxious or offensive activity shall be carried on upon any part of the properties nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, or which shall in any way interferes with the quiet enjoyment of each of the owners or which shall in any way increase the rate of insurance.

Section 8.3 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said lots, except that dogs, cats or other household pets, two or less in total number, may be kept provided that they are not kept, bred or maintained for any commercial purpose. Notwithstanding the foregoing, no animals or fowl may be kept on the property which result in an annoyance or are obnoxious, by noise, smell or otherwise, to lot owners. All pets must be kept on the lots or on a leash when in the common areas. This provision may be made more restrictive by Rule of the Association.

Section 8.4 Use of Common Area. Except for the rights of ingress and egress, owners are hereby prohibited and restricted from using any of said common area, other than as permitted in this declaration of covenants or as may be allowed by the Trustees. It is expressly acknowledged and agreed by all parties concerned that this restriction is for the mutual benefit of all owners of lots in the properties and is necessary for the protection of the interests of all said owners in and to the common area.

Section 8.5. Parking. No motor vehicle may be parked on any street within The Villas at Green Valley for more than 3 consecutive days. No motor vehicle which is inoperable shall be allowed within the Properties, and any motor vehicle which remains parked over 72 hours shall be subject to removal by the Association, at the owner's expense. Recreational vehicles, boats, travel trailers and similar property may not be parked for more than 3 consecutive days without being used within the Properties unless permitted by rule of the Association.

Section 8.6 Planting and Gardening. No fences, hedges or walls shall be erected or maintained upon any property except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Trustees.

Section 8.7 External Apparatus. No lot owner shall cause or permit anything (including, without limitation, awnings, canopies or shutters) to hang, be displayed or otherwise affixed to or placed on the exterior walls or roof or any part thereof, or on the outside of windows or doors, without the prior written consent of the Trustees.

Section 8.8. Hot Tubs. No hot tubs are allowed outside the townhome on any Lot.

Section 8.9. Pool and Spa Rules. The pool and spa are for the enjoyment of residents and their guests. No obnoxious or offensive activity shall be carried on upon any part of the pool or spa area nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, or which shall in any way interferes with the quiet enjoyment of each of the owners. All posted rules must be followed.

Section 8.9.1. General Rules. Pool hours are for recreational use only. Pool Hours are to be observed and will be posted. Pool hours may vary by the time of year as needed. Proper swim attire is required. No nudity is allowed at any time. No boisterous or rough play. No excessive splashing or diving. No loud music or loud voices.

Section 8.9.2. Safety Rules. No lifeguard is on duty. Swim at your own risk. No regular diapers for youth or adults are allowed. Agua-swimmers or equivalent are allowed. No spitting, soiling or contaminating of the water in the pool or on the decks. No running by pool or in enclosed area. No jumping from or off the rocks. Person suffering from colds, fever, coughs sore or inflamed eyes, any skin disease, communicable disease open sores or bandages may not use the pool.

Section 8.9.3. Pool-Spa Pass. The Pool-Spa pass must be in your possession and visible with lot number showing in plain sight when in the pool enclosure. Assigned key must be attached to the pool-spa pass and must be used to enter the pool enclosure. Do not open the gate for others that you do not know. No resident shall lend or leave the pool-spa pass with guests or non-residents. Replacement for loss of or confiscation of Pool-Spa Pass will result in a replacement charge

Section 8.9.4. Guests. Guests must be accompanied by an authorized adult resident at all times. Guest use is intended for immediate family members and not intended to include guest groups over 10 people. Residents or guests age 15 or younger must be accompanied by an adult resident age 15 or older at all times. Children under 5 years of age or less are prohibited from using the spa for health reasons.

Section 8.9.5. Prohibited Activities. Smoking, alcoholic beverages, illegal substances, and food are prohibited within the pool enclosure. Persons under the influence of alcohol or drugs are not permitted to enter the pool enclosure. Animals are prohibited from entering the pool enclosure. No glass containers or sharp objects are permitted within the pool enclosure. No suntan lotions or baby oils or like products are allowed in the pool.

Section 8.9.6. Water Toys. Only inflatable toys and toys specifically designed for pool activities are allowed in the pool. Nurf type water toys are allowed.

Section 8.9.7. Homeowner Responsibilities. Homeowners will be held responsible for the actions of their families, residents, tenants and guests. Violations of all pool rules and responsibilities shall be born by the homeowner. When exiting the pool enclosure, take all personal belongings, pick up all your trash, put down any umbrellas not being used, cover the spa (in winter months) and securely lock the gate behind you.

Section 8.9.8. Fines and Privileges. Failure to follow pool rules will result in fines established in Section 2.6. and possible confiscation of pool-spa pass and loss of privileges. Any unpaid delinquencies or fines will result in loss of use of the pool and spa until the fines, damages and delinquencies are paid.

Section 8.9.9. Notice. Homeowner acknowledges that a security system is in place in the pool enclosure that operates 24 hours a day. Homeowner further acknowledges that the security camera information may be used to identify persons who violate pool rules and regulations and that fines may be assessed and privileges may be revoked based on the information from the security system.

Section 8.10. Exterior Television or Other Antennas. No exterior radio or other antennas, except one television and one internet antenna which shall not exceed four feet in height, per lot, may be placed, allowed or maintained upon any lot or upon any structure or portion of the improvements situated and located upon the properties without prior written approval of the Trustees. Notwithstanding the above, all restrictions herein shall comply with the FCC's Over the Air Reception Device Rules, as adopted from time to time.

Section 8.11. Exterior Solar Panels and Similar Energy Devices. No exterior solar panels, wind generation or other energy generation devices shall be permitted except upon prior approval of the Trustees. Such devices shall be maintained and remain operable at the expense and responsibility of the homeowner.

Section 8.12. Garbage Removal. All rubbish, trash and garbage shall be regularly removed from the lots and shall not be allowed to accumulate thereon. Garbage should be placed in proper containers.

Section 8.13 Oil and Mining Operations. No oil drilling, all development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the properties of any lot. No derrick, lift, shaft, or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon the properties or any lot.

Section 8.14 Interior Utilities. All utilities, fixtures and equipment installed within a lot, commencing at a point where the utility lines, pipes, wires, conduits or systems enter boundaries of a lot, shall be maintained and kept in repair by the owner thereof. An owner shall do no act nor any work that will impair any easement or hereditament nor do any act nor allow any condition to exist which will adversely affect the other lots or owners.

Section 8.15. Leases and Rentals. Any lease or rental agreement shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, the Articles of Incorporation, Bylaws and Rules and Regulations of the Association and that any failure by lessee to comply with the terms of such documents shall be a default under the lease. No lease or rental agreement shall be shorter than six (6) months in duration.

Section 8.15.1. Use Restrictions and Leasing/Rental Policy. The number of units leased or rented in the Villas at Green Valley Home Owners Association shall not exceed five percent (5%) of the total numbers of units. The intent is to provide at some time that there will be no more than five percent (5%) of the lots rented or leased subject to the right of an owner to obtain a hardship exemption. No unit may be leased/rented except as a single-family unit that is described as follows:

A single-family unit when used in the Declaration shall mean a group of not more than four (4) persons in a two bedroom unit or up to six (6) persons in a three bedroom unit or larger, who are directly related either as spouses or significant others, parent and child, grandparent or grandchild, niece, nephew or as siblings.

Section 8.15.2. Application for Grandfathering. Within forty-five (45) calendar days of the Amendment Date, each Owner who was leasing his Lot on the Amendment date and who desires to continue to lease his Lot, must complete and execute the form attached hereto as Exhibit A (the "Notice of Intent to Continue Leasing"). An Owner who fails to timely deliver the Notice of Intent to Continue Leasing to the Board shall lose the right to lease the Owner's Lot, which loss of the right to lease shall be effective as of the time the current lessees of the Owner's Lot vacate the premises.

Section 8.15.3. Grandfathering. Any Owner not in violation of the leasing restrictions in the



Original Declaration and who timely returns to the Board a complete and accurate Notice of Intent to Continue Leasing, shall have the right to continue to Lease such Lot until the earlier of the following:

- A. The Lot becomes Owner-Occupied (as defined below).
- B. The Lot is sold, or
- C. The Owner is in violation of Section 8.15, including without limitation the failure to advise the Board of the execution of a lease and provide a copy thereof to the Board.

For the purposes hereof, a Lot shall be deemed "Owner-Occupied" if:

(i) The Owner or any member of his immediate or extended family occupies the Lot for a period of seven days or more in any ten day consecutive day period;

(ii) The Owner is a corporation, limited partnership, limited liability company, general partnership, trust or other entity and such entity designates in writing to the Board the primary resident of the Lot which must be an officer, manager, member or partner. Such entities may not utilize the Lot in any form of fractional use.

Section 8.15.4. Extension of Grandfathering During Vacancy. An Owner in compliance with this Amendment to Declaration may continue to lease his/her Lot even if the lessee(s) change or the Lot remains unoccupied in between lease terms, provided the Lot does not become Owner-Occupied at any time after the Amendment Date. An owner must comply with all the covenants and conditions of this Declaration to be able to Lease the owner's Lot.

Section 8.15.5. Inheritance and Grandfathering. A Lot that is being leased by an Owner at the time of the Owner's death and is passed to the heirs of such Owner by intestacy or testamentary instruments, may continue to be leased until the heirs sell the Lot or it becomes Owner-Occupied. Subject to Section (6) below, the purchasers shall not have the right to lease the lot.

Section 8.15.6. Sale of Grandfathered Lot. Notwithstanding anything to the contrary herein, if an Owner sells his Lot at a time when a Lease is in effect with respect to that Lot, the Lease shall continue to its termination. However, the purchaser of the Lot shall not have the right to lease the Lot after such purchaser takes title to the Lot, except for the remainder of the term of the Lease in place at the time of sale.

Section 8.15.7. Terms of Sale. Any agreement for the leasing or rental of a Lot (both above and hereafter referred to as "Lease") shall be in writing and shall provide that the terms of such Lease shall be subject in all respects to the provisions of the Declaration, the Articles, the Bylaws, the Rules and Regulations and any other governing documents of the Association (collectively the "Governing Documents"). Any failure by the lessee to comply with the terms of the Governing Documents shall be a default under the Lease. Owners with the right to Lease their lots shall be responsible for assuring compliance by such Owner's lessee(s) with the Governing Documents and the Lease. Failure of an Owner to cure the lessee's default within fifteen (15) calendar days after receiving written notice from the Board of such default, shall entitle the Association, through the Board, to take any and all such action, including the institution of proceedings in unlawful detainer and/or eviction, on behalf of such Owner against Lessee.

Section 8.15.8. Notification of Lease. Immediately upon entering into a Lease, an Owner shall furnish the Board with (i) a copy of such Lease (with the lease amount redacted, if desired by the lessee or Owner), (ii) the telephone number of the lessee, and (iii) any change in address or telephone number of the Lot Owners. As soon as practicable after receiving such notification that an Owner has entered into a Lease, the Board may cause copies of the Governing Documents to be delivered to such lessee. (The Governing

Document shall be binding on the lessee whether or not the Board delivers the Governing Documents to the lessee.) Failure by an Owner to provide the information in this Section shall be deemed a default hereunder by such Owner. In the Event of a default under this section, the Board, after affording the Owner an opportunity to be heard, may levy a fine against such Owner in an amount determined by the Board, but in no event less than One Hundred Dollars (\$100.00). The Owner shall have fifteen (15) calendar days after receiving written notice of default from the Board to either pay the fine or request a Hearing before the Board. If the fine is not timely paid, or a hearing requested, or the Board finds the Owner in violation after a hearing, the Board shall be entitled to exercise all of its rights hereunder by and under the law, including without limitation to (i) levy continuing fines against any Owner for each day the violation continues, each day being considered a separate violation, (ii) collect such fines, costs and attorney's fees incurred in connection therewith, and (iii) deem the owner in violation and terminate all further rights of the Owner to Lease the Lot.

**Section 8.15.9. Hardship.** If, at any time after the Amendment Date, an Owner believes that a hardship is being endured (the "Hardship") pursuant to which such Owner needs to Lease the Owner's Lot, the Owner may apply to the Board for a Hardship exemption from the leasing restrictions contained in this Amendment Declaration. If an Owner decides to apply for a Hardship exemption, such Owner must take the following steps:

- A. A. Application. The Owner must submit a request in writing to the Board requesting a Hardship exemption setting forth in detail the reason why such Owner should be entitled to same.
- A. B. Approved Exemptions. The following four Hardship exemptions shall be deemed expressly approved for up to a maximum of three (3) years, with the opportunity to obtain not more than one (1) year conditional exemption:
  - (i) Religious service;
  - (ii) Government services;
  - (iii) Civic/Humanitarian services;
  - (iv) the owner is a mortgagee who has acquired title to the Lot through foreclosure or otherwise;
  - (v) In the event the owner must reside in a skilled nursing or assisted living facility, the owner or their designated or appointed agent shall be allowed to rent or lease the owners residence.
  - (vi) Military Service for the period of the lot owner's deployment.
  - (vii) a lot occupied by the lot owner's parent, child or sibling.
  - (viii) a lot owner whose employer has relocated the lot owner for no less than two years; or
- A. C. Conditional Exemptions. In addition to the foregoing exemptions set forth in Subsection (B) above, if, based on the information supplied to the Board by the Owner, the Board finds in its sole discretion, that a reasonable Hardship exists, the Board may grant a waiver of lease restrictions up to a maximum of one (1) year.
- A. D. Hardship Factors. The types of Hardships that the Board may consider under Subsection (C) above, shall include, but not be limited to, Hardships for a death in the family, transfers for jobs, or one or more significant medical treatments for an Owner or an immediate family member of the Owner (such as a spouse or child) or for a person who resides with the Owner in the Owner's unit, that requires the Owner to be away from the Owner's unit during the medical treatment. The Board, in its sole discretion, may determine if a Hardship exemption shall be granted.

- A. E. Application for Extension of Exemptions. In the event an Owner has been granted a Hardship exemption, such Owner must reapply within thirty (30) Days of the expiration of such Hardship exemption, if such Owner wishes to request an extension thereof. The Board, in its sole discretion, may decide if an extension for such Hardship exemption shall be granted. However, in no event shall the Hardship be extended beyond a period of three (3) years.
- A. F. Limit of Exemptions. In no event shall more than three (3) Hardship exemptions, not including extensions, be given to an Owner.
- G. Leasing During Exemption. Any Lease entered into under this Subsection shall be in writing and for a period of no less than thirty (30) days, and no more than one year. The Lease will be subject to and must comply with all other requirements of this Amendment to Declaration.

Section 8.15.10. Association Right to Lease. The Board shall have the right to lease any Association owned Lots or any Lot which the Association has possession of, pursuant to any court order or foreclosure (judicial or non-judicial), and said Lots shall not be subject to this Amendment to Declaration.

Section 8.15.11. Compliance with Governing Documents and Default. Any owner who shall lease his Lot shall be responsible for assuring compliance by such Owner's lessee(s) with the Governing Documents. Failure by an Owner to take legal action, including the institution of proceedings in Unlawful Detainer and/or Eviction against the lessee in violation of the Governing Documents within fifteen (15) calendar days after receipt of written demand from the Board to take action against the lessee(s) in violation, shall entitle the Association, through the Board, to take any and all action available in law or equity, including without limitation the institution of proceedings in Unlawful Detainer/Eviction, on behalf of such Owner against his lessee. Additionally, if any Owner leases his Lot in violation of this Amendment to Declaration, then after providing the Owner with the appropriate notice and hearing as required by law, the Owner fails to institute proceedings in Unlawful Detainer/Eviction against the lessee to have him removed from the Owner's Lot, then the Association may, but shall not have an obligation to, institute proceeding in Unlawful Detainer/Eviction on behalf of the Owner against the lessee to have the lessee evicted from the property. Any expenses incurred by the Association in enforcing this Amendment to Declaration, including attorney fees and cost of suit, shall be repaid to the Association by such Owner. Failure to such Owner to make such repayment within fifteen (15) days after receipt of written demand thereof, shall entitle the Board (i) to levy and add to the assessment against such Owner and his Lot, all expenses incurred by the Association and to foreclose the assessment lien according to Utah law; or (ii) to file suit to collect the amounts due and owing, or both.

Section 8.15.12. Notice. Notices required hereunder shall be deemed given three (3) days after placing the same in the U.S. First Class Mail, postage pre-paid, or other electronic means to the last address or email address of the Owner known to the Association. An Owner shall be obligated to notify the Association in writing of the Owners correct address or email address and any change in address.

Section 8.15.13. Fines of Rental Restrictions. The schedule of Fines for the first offence shall be as follows:

- (i) 1<sup>st</sup> Offence will be a written warning.
- (ii) Subsequence violations will be assessed at a rate not to exceed \$ 1,000.00 per violation or amount of rent received per each occurrence of violation to rental property. Each rental contract shall be considered a separate violation.

Written warning shall include that a fine may be levied should the violation occur. The owner is entitled to a hearing within 30 days of the notice with the Board of Directors at a meeting called for that purpose. After 30 days expires, if no hearing is requested, or after a final decision after a hearing, the association may levy late fees or interest on the fines pursuant to the declaration, Bylaws, and Rules and Regulations after the account is delinquent for 30 days. Collection of unpaid fines shall be conducted in the same manner as collection of unpaid assessments.

#### ARTICLE 9 - EASEMENTS

Section 9.1. Encroachments. Each lot and the property included in the common and limited common areas shall be subject to an easement for encroachments created by construction, settling and overhangs. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event the structure containing lots is partially or totally destroyed, and then rebuilt, the owners of the lots so affected agree that minor encroachments of parts of the adjacent lots or common or limited common areas due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

Section 9.2. Utilities. There is hereby created a blanket easement upon, across, over and under all of the properties for public utility purposes. By virtue of this easement, it shall be expressly permissible for all public utilities serving the properties to lay, construct, renew, operate and maintain conduits, cables, pipes, mains, ducts, wires and other necessary equipment on the properties, provided that all such services shall be placed underground, except that said public utilities may affix and maintain electrical and or telephone wires, circuits and conduits on, above, across and under roofs and exterior walls. Notwithstanding anything to the contrary contained in this section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the properties in such a way as to unreasonably encroach upon or limit the use of the common area or limited common area or any structure thereon. In the initial exercise of easement rights under this Section, a utility shall make reasonable efforts to occupy and use the same physical location or lane as other utilities. After a utility service has initially exercised its easement rights under this Section, the utility shall make reasonable efforts to occupy and use the same physical location as its prior installations. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant or the Association shall have the right to grant such easement on said property without conflicting with the terms hereof. .

Section 9.3. Police, Fire and Ambulance Service. An easement is hereby granted to all police, fire protection, ambulance services and all similar persons to enter upon the streets and common and limited common area in the performance of their duties.

Section 9.4. Maintenance by Association. An easement is hereby granted to the Association, its officers, agents, employees and to any maintenance company selected by the Association to enter in or to cross over the common and limited common areas and any lot to perform the duties of maintenance and repair.

Section 9.5. Other Easements. The easements provided for in this Article shall in no way affect any other recorded easement.

#### ARTICLE 10 –GENERAL PROVISIONS

Section 10.1. Enforcement. The Association, the Declarant or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, or any rule of the Association, including but not limited to any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants.

Failure of the Association or of any owner to enforce any covenant or restriction herein contained or any rule of the Association shall in no event be deemed a waiver of the right of the Association or any owner to do so thereafter. In the event action, with or without suit, is undertaken to enforce any provision hereof or any rule of the Association, the party against whom enforcement is sought shall pay to the Association or enforcing owner a reasonable attorney's fee. The Trustees may levy a fine or penalty not to exceed 10% of the amount of the maximum annual assessment against any owner who fails to refrain from violation of these covenants or a rule of the Association, after three (3) days written notice, and opportunity for hearing.

Section 10.2. Severability. All of said conditions, covenants and reservations contained in this Declaration shall be construed together, but if anyone of said conditions, covenants, or reservations, or any part thereof, shall at any time be held invalid, or for any reason become unenforceable, no other condition, covenant, or reservation, or any part thereof, shall be thereby affected or impaired; and the Declarant, Association and owners, their successors, heirs and assigns shall be bound by each article, section, subsection, paragraph, sentence, clause and phrase of this Declaration, irrespective of the invalidity or unenforceability of any other article, section, subsection, paragraph, sentence, clause or phrase.

Section 10.3. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for a term of twenty (20) years from the date this declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

Section 10.4. Amendment. The covenants, conditions and restrictions of this Declaration may be amended by an instrument signed by not less than sixty-seven percent (67%) of each class of members. Any amendment must be properly recorded in the records of Washington County, Utah, to become effective.

Section 10.5. Notices. Any notice required to be sent under the provisions of this Declaration shall be deemed to have been properly sent when deposited in the U.S. Mail, postpaid, or electronic means, to the last known address of the person who is entitled to receive it.

Section 10.6. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed

Section 10.7. Waivers. No provision contained in the Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

Section 10.8. Topical Headings. The topical headings contained in this Declaration are for convenience only and do not define, limit or construe the contents of the Declaration.

#### ARTICLE 11 - ASSIGNMENT OF POWERS

Any and all rights and powers of Declarant herein contained may be delegated, transferred or assigned.

IN WITNESS THEREOF, THE VILLAS AT GREEN VALLEY HOMEOWNERS ASSOCIATION by and through its Board of Trustees has executed this amendment to the Declaration of Covenants, Conditions and Restrictions as of the 23 day of January 2017, in accordance with the Declaration.

THE VILLAS AT GREEN VALLEY HOMEOWNERS ASSOCIATION

Willis Dignman  
President

Wayne Jones  
Board Member

STATE OF UTAH

County of Washington

On the 23 day of January, 2017, personally appeared Willis Dignman and Wayne Jones who being duly sworn, did say that they are the President and Board Member of the Association and signed in behalf of said Association by authority of its Board of Trustees; and each of them acknowledge said instrument to be their voluntary act and deed.

Susan E. Stucki

Notary Public of Utah

My Commission Expires 3/29/20

Subscribed and sworn to before me this

23 day of January, 2017

Susan E. Stucki  
Notary Public

