

ST. GEORGE SNOW PARK TOWNHOMES

(ALL PHASES)

RULES & REGULATION

00515638 BkD951 Pg0580

Revision Effective Date December 1, 1995

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FOR: ST GEORGE SNOW PARK TOWNHOMES

1. LEGAL PROCEEDINGS. Failure to comply with any of the terms of these Rules & Regulations by a Homeowner, his family, guests, employees, invitee or tenants, shall be grounds for relief which may include, without limitation, fines, an action to recover sums due for damages, injunctive relief, foreclosure of liens, or any combination thereof. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce that provision, or any other provision hereof. The Board or any Homeowner (not at the time in default hereunder), shall be entitled to bring an action for fines or damages against any defaulting Homeowner, and in addition may enjoin any violation of these Rules & Regulations. Any judgement rendered in any action or proceeding pursuant thereto shall include a sum for attorney's fees in such amount as the Court may deem reasonable, in favor of the prevailing party, as well as the amount of delinquent payment, interest thereon, costs of collection and court costs. Each remedy provided for in these Rules & Regulations shall be cumulative and not exclusive or exhaustive.

2. BUSINESS OR COMMERCIAL ACTIVITY. No business or commercial activity shall be maintained or conducted on the Snow Park Townhome Association project property. This notification includes the parking of commercial vehicles over night on the street or in the common area parking, without prior approval of the Board. Garage Sales are deemed a commercial activity and are not permitted.

3. VIEW OBSTRUCTIONS. No vegetation or other obstruction shall be planted or maintained upon any lot in any such location or of such height as to unreasonably obstruct the view from any other lot in the vicinity thereof. If there is a dispute between Homeowners concerning the obstruction of a view from a Unit/Lot, the dispute shall be submitted to the Board, whose decision in such matters shall be binding. Any such obstruction shall, upon request of the Board, be removed or otherwise altered to the satisfaction of the Board, if the Board determines that the maintenance of such item or vegetation in its then existing state is contrary to the purpose or provisions of this regulation. The Board shall ensure that the vegetation on the common elements maintained by the Association is cut frequently, so that the view of any Townhome owner is not unreasonably obstructed.

4. VISIBLE OBJECTS AND WINDOW SUN SCREENING. All clotheslines, basketball backboards, equipment, garbage and trash containers, woodpiles, and storage piles/boxes shall at all times be kept out of sight/concealed from public view unless previously approved by the Board. Window Sun Screens that protrude out from the side of the Building are prohibited.

5. NUISANCES. No noxious or offensive activities (including but not limited to the repair of motor vehicles) will be allowed on upon the property/limited/common area. No horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of a Townhome and its contents, shall be placed or used on any lot. No loud noises, noxious odors, noisy or smokey vehicles, large power equipment or large power tools, excessively bright or flashing light, generated vibrations, unlicensed off-road motor vehicles or items which may unreasonable interfere with television or radio reception of any home owner in the Snow Park Area. The Board of Directors of the Association shall have the right to determine if any noise, odor, light, vibration, or activity producing such noise, odor, light or vibration constitutes a nuisance. No home owner/renter shall permit or cause anything to be done or kept upon the property which will increase the rate of insurance thereon, or result in the cancellation of such insurance, or which will obstruct or interfere with the rights of other Home owners, nor will he/she commit or permit any nuisance thereon. Each Homeowner shall comply with all of the requirements of the local or state health authorities and with all other governmental authorities with respect to the occupancy and use of a individual unit. **Each Home owner shall be accountable to the Association and other Home owners for the conduct and behavior of renters, children visiting his home, and other family members or persons residing in or visiting his lot. The Home owner will be responsible for any damage caused by visitors to his lot.**

6. SIGNS and ADVERTISING. No advertising, billboards, unsightly objects, or nuisances shall be placed, erected, or permitted to remain on any lot. It shall be permissible and proper for an Owner to place upon his lot/window a for sale sign, standard to the industry signs used in this area.

7. COMMERCIAL VEHICLES. No commercial vehicles and no trucks shall be parked on any road within the common area or on the private roads except while temporarily engaged in transport to or from a residence.

8. BOAT, CAMPER, R.V.'s, TRAILER, UTILITY TRAILER PARKING. Trucks larger than 3/4 ton, trailers of any size, truck campers, detached camper units, boats, boat trailers, utility trailers, shall not be kept, placed, stored or maintained upon any lot, limited common area or common area. In addition to the above the storage of snow mobiles, ATV's (three or four wheeled), specialized trailers for transporting of the specialized R.V. equipment, or any thing that could be construed for specialized hauling, that does not conform to the designation of a private automobile or pick up truck used for normal transportation is not allowed in any lot/parking area.

9. STORAGE. Storage of boxes, personal equipment, boats, trailers, in driveways or entry ways to Townhomes, constitutes a nuisance and detracts from the orderly look of home owners in Snow Park is not allowed.

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10. MOTORCYCLES. Motorcycles will not be driven within the Snow Park Common Area. If a resident of Snow Park owns a motorcycle, the engine will be turned off on the public street and the motorcycle will be pushed into the complex so as to avoid excessive or offensive noises. Motorcycles may be stored in the garages of the lot but not on the limited common area, driveway, or common areas of Snow Park.

11. LIMITED TIME. The owners or guests of Snow Park Townhomes, may pull R.V. Travel Trailers under 35 feet, and Boats under 25 feet, into the Townhome area for the purpose of loading/unloading personal belongings, i.e. food, clothing, camping supplies. The Board has established a time limit of 48 hours, for turnaround of the R.V. equipment parked in the townhome area. Visitors to Snow Park may extend the use of our parking areas upon request to a Board Member, said permission will be in writing and shall not exceed 10 days. This may not be construed to allow for overhaul of any type of R.V./Boat or associated equipment.

12. ABANDON, or otherwise INOPERABLE VEHICLES. Trucks, cars, unlicensed mechanical equipment, abandoned or inoperable vehicles will not be stored on limited common driveways, or on parking areas designated as common areas. Any motor vehicle which is not currently registered shall be deemed to be inoperable.

13. DESTRUCTION OF BLACK TOP. Black top or road surfaces destroyed in or around common parking areas or streets of the Snow Park Townhome area, due to, or as a result of leaking fluids, i.e., gas, oil, lubricants, solvents, from any type of vehicle, personal or commercial, operable or inoperable, as a result of negligence, intentionally or otherwise, will result in a special assessment to the Townhome owner. This special assessment will be used by the Board to repair or replace the damaged road surface or black top.

14. REPAIR or OVERHAUL OF VEHICLES. Repairs of cars, trucks, mechanical equipment, or any non-residential equipment, on the common or limited common areas, i.e. driveways of Snow Park Townhomes is prohibited.

15. SHORT TERM RENTALS. Time-sharing, daily or weekend renting of any Snow Park Townhome is not permitted.

16. EASEMENTS. Easements to common areas, especially to the rear patio areas behind the two bedroom townhomes, are necessary for fire protection to all units that comprise a four unit Townhome complex. The patio or garden area, must not be blocked off permanently, gates are permissible with a chain and lock, but this area can not be a solid wall, due to the safety of adjoining units. All private patios will be maintained free of weeds and trash of any kind.

17. NEGLIGENCE. Negligent or willful acts by a Homeowner, his tenants, or his guests, to any other townhome, trees, shrubbery, fences, common walls, common areas, or parking areas, shall cause that Homeowner to bear the whole cost of repair, maintenance or replacement of the property destroyed/defaced.

18. SPRINKLER SYSTEM. Changes or additions to sprinkling systems will not be allowed without prior approval of the Yard Maintenance committee.

19. GRANDFATHER CLAUSES. Grandfather clauses are not part of Snow Park, DCC&R's, BYLAWS, or Rules & Regulations, and will not be honored. These Rules & Regulations supersede previous rules, policy, or commitment from the original declarant, or from any previous board member.

20. STRUCTURAL CHANGES. Structural changes by the Homeowner or Renter, without obtaining written consent of the Architectural Control Committee, make or permit to be made any structural alteration, improvement or addition in or to his unit or in or to the exterior of the building or in the common area will be required to return the changes to the original configuration of the Townhome. The owner shall not paint or decorate any portion of the exterior of the buildings or other common area without first obtaining written consent of the committee.

21. OVERNIGHT PARKING. Overnight parking is not allowed on the streets of snow Park as there is adequate parking in designated parking areas at the ends of the streets or those conveniently located throughout the park. Please use the designated parking areas at night to reduce street congestion.

22. ENFORCEMENT. Application of these Rules & Regulations are to be applied and are enforceable against any Homeowner, for cause of that owner, his tenants, guests, and invitees. Homeowners are advised to furnish and make a part of any lease with a tenant, a copy of these Rules & Regulations.

CERTIFICATION

We, the undersigned, do hereby certify, that we are the duly elected and acting Board of Directors of the Snow Park Townhome Association and that the foregoing Rules & Regulations have been duly adopted at a meeting of the Board of Directors, held on the 13th day of November 1995.

Donna Tucker
Donna Tucker
President

Ralph Morley
Ralph Morley
Vice President

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Joanne Cass Ralph Erskin
Joanne Cass Ralph Erskin
Board Member Board Member
State of Utah, County of Washington
On this 13 day of November, 1995, personally appeared before me Donna Tucker, Ralph Morley, NOTARY PUBLIC, and Ralph Erskin the signers of the above instrument, who acknowledged to me that they executed the same.
590 East St. George Blvd.
St. George, UT 84770
My Commission Expires
December 21st, 1998
STATE OF UTAH

Mark B. Fully
Notary Public
Residing at: 590 E. St. George Blvd.