

# Rules & Regulations

## Of the Twin Lakes Recreational Vehicle Park Homeowners Association (HOA)

The Twin Lakes Project is intended and operated for residents 55 years of age or older as defined in the Fair Housing Act.

This document is an abridgement of most of the rules which are included in the Twin Lakes RV Park governing documents, plus new rules which have been determined by the Board of Trustees to be necessary for the betterment of the community. This list of rules is determined by the Board to be the most pertinent for all residents to know and understand and may be revised from time to time.

Section 1- Guidelines for new and established Lot owners/ Tenants/ Guest

Section 2 - General rules

Section 3 - Assessments and late fees

Section 4 - Vehicles, Parking, and streets

Section 5 - Pets

Section 6 - Clubhouse and Pool

Section 7 - Trash Disposal

Section 8 - Yards and Unit exteriors

Section 9 - Architectural control

### SECTION 1 - GUIDELINES FOR NEW & ESTABLISHED LOT OWNERS/TENANTS

1.1 - Twin Lakes RV Park is a 55 and older community. New residents must meet the age restriction requirements established by the community and must be approved by the Board Of Trustees prior to establishing residency; or they will not be allowed to reside in Twin Lakes. The Twin Lakes Board of Trustees will use any legal means available to have non-approved residents removed from the community.

1.2 - Rules and regulations are subject to change from time to time. Lot owners will be notified of rule changes via newsletter or other written communication.

Prior to establishing or revising any rule, a meeting for Lot owner comment will be held. Date and time for comment meetings will be communicated with at least 15 days' notice and may be held in conjunction with a Board of Trustees meeting.

1.3 - Each Lot owner is responsible for conforming to all of the community governing documents including the CC&R's, Bylaws, Architectural guidelines, and any community rules put forth. Each lot owner is responsible for informing their guests, family members, visitors, and tenants of all the Association rules. Violation of rules may result in warning letters, fines, and loss of access to the pool/clubhouse.

1.4 - Lot owners are responsible for any damage to common areas caused by their guests, family members, visitors, and tenants.

1.5 - Copies of the governing documents, financials, and meeting minutes are available online at the community website: [www.preferredstgeorge.com](http://www.preferredstgeorge.com). Online access to documents is for Lot owners only. Lot owners are responsible for providing documents to their tenants, potential buyers, and/or real estate agents requesting such.

1.6 The Twin Lakes HOA monthly assessments pay for all the community water and landscaping maintenance (except for bare dirt areas or areas which are directly underneath an RV or its slide-outs.)

1.7 - The clubhouse has Wi-Fi internet and residents may be able to pick up and use the signal. The signal has limited bandwidth so residents may not use it to stream video content, perform video conferencing or download movies that severely impacts the Wi-Fi capabilities of other residents. An antenna may be used to boost the signal but no Wi-Fi "extenders" are allowed. Ability to access to Wi-Fi signals from an individual unit is not a guarantee. Residents may use their Wi-fi enabled devices inside the clubhouse during open hours. Residents who need a more reliable Wi-Fi need to approach a local vendor and set up a personal account.

1.8 - New residents will need to get a mailbox key from the local post office. Clubhouse/pool fobs are obtained from a Board member after the new owner pays a \$50 deposit and returns all new resident forms to the Board. Forms may be scanned and emailed to: [hoapreferred@gmail.com](mailto:hoapreferred@gmail.com). Forms are available in the documents folder on the community website.

1.9 - Resident communication with the Board and the Property Manager is available through the community website: [www.preferredstgeorge.com](http://www.preferredstgeorge.com) using

the "Action Items". Action Items are confidential and are not viewable by other residents. IF residents do not have computer access, they may call Preferred Property Management at 435-673-5000 during standard business hours and have an action item posted on their behalf.

1.10 - While the Action Items are the preferred method of communication, other methods are email : [hoapreferred@gmail.com](mailto:hoapreferred@gmail.com); and mail: Twin Lakes HOA, % Preferred Property Management, 47 South 400 East, Saint George, Utah 84771; and in person at the community Board meetings. Lot owners are expected to answer all questions and inquires from Realtors and prospective buyers!

1.11 - Many general questions about living in an HOA and specific questions about Lot owners HOA accounts can be addressed by calling Preferred's office at 435-673-5000 during standard business hours. Owners may request copies of accounting records in the event of a question or a dispute.

1.12 - Residents are expected to recognize and respect that board members are part-time volunteers with full-time personal lives. Residents should make all community-related comments through the methods listed in General Rules 1.8 through 1.11 or by getting on the agenda of an upcoming community Board meeting. Residents who harass, attempt to intimidate, or fail to respect the boundaries of a Board Member's privacy are in violation of this rule.

1.13 - Board meetings are held on a regular basis. Specific dates and times can be found in the newsletters, on the electronic community calendar at [www.preferredstgeorge.com](http://www.preferredstgeorge.com) or on the community bulletin board outside the clubhouse. The HOA Annual Owners meeting is typically held in January of every year.

1.14 - Board members may take action by means of electronic voting. Each member of the board has to either (1) sign in writing in favor of the action/decision, or (2) sign in writing against the action / decision or (3) abstain in writing from voting, or fail to respond or vote. Any Board member can demand in writing that the action or decision be made at a Board meeting rather than by electronic methods. The date on which such an electronic transmission is transmitted is considered the date on which the vote, abstention, demand, or revocation is signed. The results of electronic voting will be recorded in the minutes of the following meeting.

1.15 - Community newsletters are generally published quarterly and these may be of use to tenants. Owners are responsible for distributing such so that tenants may be kept abreast of community news and rules. Owners who do not receive their newsletter for any reason may read/download a copy from the community website [www.preferredstgeorge.com](http://www.preferredstgeorge.com).

1.16 - Lot owners are responsible for keeping the management company informed of any address changes. Lot owners are liable for any assessments, violations, fines, meeting announcements, or rules notifications which are mailed to the last known address on file with the management company.

1.17 - PPM is notified about Lot ownership changes by the title company after a sale closes. If ownership changes hands without the use of a title company, then the new owner is responsible for mailing a copy of the new deed of ownership to the property manager at: Twin Lakes HOA, % Preferred Property Management, 47 South 400 East, Saint George, Utah 8477.

## SECTION 2 - GENERAL RULES

2.1 - Every lot owner shall have a right and easement of use and enjoyment in and to the Common Areas.

2.2 - Occupancy of each living unit shall be limited to two (2) persons, unless otherwise approved by the association in writing. Any such approval will expire with any type of ownership change, the RV is removed from the lot, or when an existing lease expires.

2.3 - There will be no overnight rentals inside the community. Leasing any unit for less than 28 days is prohibited by the Association and St. George City short-term rental ordinances.

2.4 - Each Lot owner will keep their Lot at all times in a safe, well-maintained, and sightly condition.

2.5 - All residents and guests will respect their neighbor's right to a quiet surrounding. Quiet hours are from 10:00 pm to 8:00 am. No noxious or offensive activities will be carried on or upon any Lot or Common Area; nor will anything be done thereon which may endanger the health of residents or become an annoyance or nuisance to the community. Residents should not assume that their guests know the speed limit in the community.

2.8 - The speed limit within the community is 10 mph. Speeding or reckless driving will not be tolerated. Residents should not assume that their guests know the speed limit in the community.

2.9 - From time-to-time the Association hires vendors to accomplish projects in the community. Residents will refrain from giving the vendors instructions on how to accomplish their task as well as manipulating the vendors to change their work plan to accommodate the personal needs of the resident before the needs of the community. Any complaints or comments about vendor performance should be addressed to the Board using one of the communication methods listed in Section 1.

2.10 - The failure of the Association to enforce any Rule or Restriction will in no event be deemed a waiver of the right of the Association to do so thereafter.

2.11 - In that Twin Lakes Rv Park is a 55 and older community and is desirous of maintaining 100% compliance with that age limit, the language in Section 2 of the Twin Lakes Rv Park CC&R's which states that persons under the age of eighteen may reside in the park for a reasonable length of time is hereby clarified. Beginning 1/1/2018, persons under the age of 18 may reside in the community for a maximum 21 days each calendar year.

### **SECTION 3 - ASSESSMENTS AND LATE FEES**

3.1 - All residents are required to pay their assessments in full each month and part-time residency, non-use of the Common areas, or abandonment of property is not a legal case for not paying assessments. The Board may suspend voting rights and deny Lot owners use of the amenities for any period during which any assessment against the lot remains unpaid for 30 days or more. The suspension may affect a Tenant's use of the amenities as well.

3.2 - Monthly assessments are due on the first day of every month. Checks should be made payable to "Twin Lakes HOA" and mailed to: Twin Lakes HOA, % Preferred Property Management, 47 South 400 East, Saint George, Utah 84771. Payment can also be made by credit card (through the community website) or by ACH withdrawal (bank to bank transaction arranged in advance through PPM main offices).

3.3 - Any assessment or portion of an assessment not paid when its due will be delinquent on the last day of the month; and thereafter will incur a late fee. Late fees and fines become part of the assessment obligation and may incur an additional late fee if not paid by the last day of the following month.

3.4 - Any assessment or accumulation of assessments, late fees, and fines which exceeds \$260 may be turned over to collections. Once an account is turned over to collections, PPM employees and Board members cannot discuss the financial details of an account with the owner and all such conversations must go through the collections attorney.

#### SECTION 4 - VEHICLES, PARKING AND STREETS

4.1 - No parking is allowed on the streets between 10:00 pm and 6:00 am.

4.2 - Any item parked on the Lot must not extend beyond the gutter onto the street, but must be completely contained on the cement area of the Lot.

4.3 - The concrete directly accessed by the Lot's driveway must be reserved as vehicle parking for a length of 16' into the Lot. No other items may be placed or stored in this parking right-of-way space.

4.4 - Parking on Lots is generally to be reserved for passenger vehicles. Trailers may be parked on Lots for 48 hours.

4.5 - Residents may not park on other people's lots without written permission. You must be able to provide proof of permission if requested.

4.6 - Lot owners must take reasonable care to keep vehicle fluids from leaking onto and staining parking areas. Oil stains must be removed. Major car repairs and changing of oil may not be undertaken on the Lots.

4.7 - Lot owners are responsible for any damage to the curb, gutter, or street caused by their vehicles, or that of their tenants or visitors. If the event of damage to the curb, gutter, or street, the Association will complete the repairs and charge the Lot owner for such. This charge will become an assessment against the Lot.

4.8 - Vehicles owned by maintenance/repair vendors performing a service at a resident's home or Lot should first be parked in the resident's driveway. If no driveway space is available, then on-street parking is acceptable for up to 8 hours during daylight hours only. The association must be notified if a commercial vehicle will be obstructing the street for more than 8 hours, or for more than one day in succession. The Association reserves the right to refuse commercial vehicles from parking on streets if said vehicle is deemed to be a hazard or an unde obstruction.

4.9 - Parking spaces around the clubhouse are for clubhouse use only from 8:00 am to 10:00 pm. Between 10:00 pm and 8:00 am, the area may be used as overflow parking for guests.

4.10 - For safety reasons, skateboards, skates, hoverboards, scooters, tricycles, and motorized toys may not be ridden in the community streets. Games and sports may not be played in the streets. A 2-wheeled bicycle is allowed if it has at least 26" wheels and the rider is obeying all published traffic rules and regulations.

## SECTION 5 - PETS

5.1 - Residents may have two household pets (i.e. dogs, cats). Pets must have up-to-date vaccinations and current licensing.

5.2 - Dogs must be kept at all times on a leash when outside the owner's residence. No dogs will be allowed to remain outside the home between 9:00 pm and dawn, unless accompanied by the owner. Pet noise must be kept under control at all times.

5.3 - No animals are allowed in the clubhouse or pool enclosure except for licensed service animals.

5.4 - Residents are expected to keep their pets in healthy condition. Pets must be provided with adequate shade, water, and shelter when outside the home. Residents are expected to keep pets inside home during times of excessive hot or cold weather.

5.5 - Pet owners are responsible for their pet's waste and must pick-up after their pet. Pets should not be allowed to urinate in grassy areas. Pet owners who do not pick up their pet's feces may be fined without warning. Pet owners may not allow their pet's waste to accumulate on their Lot nor will such waste be allowed to exude an offensive odor.

## SECTION 6 - CLUBHOUSE AND POOL GENERAL

6.1 - The rules listed here are not inclusive. Any unsafe, illegal, or egregious act or any action which could result in the increase or cancellation of insurance policies within the Common Area may be considered a violation.

6.2 - Each lot will be issued one access fob, provided the owner pays a \$50 deposit for such. In the event an owner gives their fob to a tenant; the owner may not use the amenities except for attending Board and Annual meetings.

6.3 - It is the owner's responsibility to distribute fobs to tenants. Owners are responsible for the cost of replacing lost fobs. The cost to replace a lost fob is \$100.

6.4 - No fobs will be assigned to non residents.

6.5 - In the event of a Lot being sold, owners should return their fob to a Board member. Residents should report all lost fobs to the HOA immediately.

#### SECTION 6(A) - CLUBHOUSE

6.6 - The clubhouse may not be reserved by residents for church services or any other type of public event. The clubhouse may not be used for commercial events. The clubhouse must remain for usage by residents hosting private events, or events which are hosted by the Association.

6.7 - Horseplay, running, or destructive behavior in or around the clubhouse is not allowed. No overnight sleeping or gambling are allowed in any area of the clubhouse. No skateboards, skates, bicycles, scooters, or other such wheeled toys are allowed in the clubhouse or the pool enclosure.

6.8 - The clubhouse, laundry, shower, and exercise room must be kept locked. All of these areas will be closed at 10:00 pm. Use of these areas is at your own risk.

6.9 - Reservations for the use of the clubhouse must be made by Action Item on the community website. A \$50 refundable cleaning deposit is required before the reservation is confirmed. The check for the deposit should be made out to Twin Lakes HOA and can be given to a Board Member or mailed to the HOA address listed in Section 1. Reservations should be made at least two weeks before the event. Reservations for last minute use may be made by contacting a Board member and providing them with a \$50 deposit. Facilities will be inspected after use. In planning an event, residents must take into consideration the limited number of available parking spaces and the accessibility to restrooms. Clubhouse users may not use parking spaces which are reserved for laundry users.

6.10 - No items of furniture, office equipment, or tools may be borrowed or taken from the clubhouse without approval from the board. Owners may not donate items to the clubhouse and drop them off without permission from the Board.

6.11 - Food and miscellaneous items left in the clubhouse may be discarded.

6.12 - After clubhouse, use, residents must launder all tablecloths, dishcloths, and dish towels used. Table clothes must be ironed before being returned. Linens must be returned immediately to the clubhouse and placed neatly in the proper drawers.

6.13 - If the stove was used, burner pans must be washed and the oven must be left clean. The complete upstairs floor must be swept after use. Any floor areas requiring mopping must be mopped. If restrooms were used, the responsible resident must make a pass through the restrooms to clean up any messes which are found.

6.14 - After clubhouse use, residents may remove all garbage to the dumpster.

6.15 - Residents are responsible for making sure that the TV is turned off, the AC/furnace is turned off, and the door locking mechanism is engaged when leaving. The lights are on Motion sensors and residents should not attempt to manipulate them.

#### SECTION 6(B) - SHOWERS, RESTROOMS, AND EXERCISE ROOM

6.16 - Showers are for residents or guests of residents who are staying overnight in the unit or using the pool. Showers are not to be used by guests who are contractors / individuals performing labor for a resident. Open hours are from 6:00 am to 10:00 pm.

6.17 - Do not leave standing water on the floor. Use mop in laundry room if necessary

6.18 - Showers must be limited to 5 minutes.

6.19 - Exercise room is for exercise use only.

6.20 - Exercise equipment is for resident use only. Guests must be accompanied by residents and equipment must be used in the manner in which the manufacturer intended.

6.21 - Use equipment at your own risk. The HOA assumes no responsibility for accidental or work-out related injuries which result from using the equipment.

### SECTION 6(C) - LAUNDRY ROOM

6.22 - Laundry room is for laundry use only. Laundry room is for residents or guests of residents who are staying overnight in the Unit. Open hours are from 6:00 am to 10:00 pm.

6.23 - Washers are HE type Residents must use the correct HE soap and follow the soap label for recommended amounts of soap to use. Residents are responsible for the overflowing of washer or drains due to incorrect use of soap; and must clean-up the mess Residents may be responsible for any repair related costs which occur. Repeat offenders may be fined for a violation of this rule in addition to any repair related costs which occur.

6.24 - Residents will stay with their laundry and remove clothes promptly.

6.25 - Residents will wipe down the machines and leave the floor clean. A broom, dust pan, and mop are provided.

6.26 - Residents will clean the lint out of the dryer after each use and discard lint into a garbage can.

### SECTION 6(D) - POOL AND SPA

6.27 - All persons using the pool or spa do so at their own risk and sole responsibility. No lifeguard is on duty and persons should not swim alone. Individuals may lose pool access privileges for violation of any of these rules; or for any reason which constitutes a hazard or is a danger to themselves or others; or for activities which the Board may deem by majority vote to be inappropriate. The pool enclosure may be closed at any time due to operational difficulties and or at the discretion of the Association.

6.28 - pool and spa hours are between 6:00 am and 10:00 pm. From 6:00 am to 8:00 am and 9:00 pm to 10:00 pm is adult swim only. Entrance and exit from the pool enclosure is by fob. The pool and spa can not be reserved.

6.29 - The spa must be filled with water after use.

6.30 - Proper swimwear is required. No street clothing is allowed in the pool or spa. Footwear must be worn while walking to the pool. Care must be taken so that no bather enters the pool or spa with dirty feet. No footwear is allowed in the pool or spa.

6.31 - No food or glass containers are allowed in the pool enclosure. Spilled beverages must be cleaned up immediately.

6.32 - Children under the age of 14 are not allowed in the pool or spa without supervision of an adult (18 years of age or older) with swimming skills. All persons without swimming skills should be accompanied by a person with swimming skills, regardless of age.

6.33 - Children under the age of 5 years are prohibited from being in the spa/ If the child is in the spa enough that the diaper area gets wet, then the child is considered to be in the spa.

6.34 - No diving, no jumping backward, somersaulting, front flips, back flips, cartwheels, or head-first entry into the water.

6.35 - Running, boisterous play, or rough housing are not allowed. Any activity which can be considered a nuisance, noxious, dangerous, or infringes on the rights of other persons enjoyment of the pool or spa is not allowed.

6.36 - No playing with the lifesaving equipment or the pool cleaning equipment.

6.37 - Swim aids and small inflatable pool toys are allowed. Balls which are soft in nature are allowed. Hard balls, footballs, and hard plastic frisbees are not allowed. Throwing balls/toys across the pool is allowed only if your party is the only party using the pool.

6.38 - An adult (18 years of age or older) musts accompany guests at all times while using the pool. Do not let individuals who are not in your party into the pool enclosure, even if you know them. Those entering without a fob will be considered trespassing and will be reported to the city police.

6.39 - Each resident will be allowed a maximum of 8 people (including the residents) inside the pool enclosure at any given time.

6.40 - All persons must take a cleansing shower before entering the water. Fecal material, perspiration, sunscreen products, and body oil must be cleansed from the body with soap before entering the pool or spa.

6.41 - Don't pee or poop in the water. Persons who might have "accidents" should be encouraged to take frequent bathroom breaks.

6.42 - Any person not toilet trained, or anyone who is incontinent or lacks control of defecation must wear a water resident swim diaper and waterproof swimwear. Swim diapers and waterproof swimwear will have waist and legs openings fitted such that they are in contact with the waist and leg around the entire circumference. Do not change diapers at the poolside.

6.43 - A Person who has or has had diarrhea within the last two weeks caused by any unknown source or from any communicable or fecal-borne disease may not enter the pool.

6.44 - Persons Suffering from communicable disease transmissible via water may not use the pool or spa. A person having any exposed sub-epidermal tissue, including open blisters, cuts, or lesions may not use the pool; persons with sore inflamed eyes, colds, nasal or ear discharges may not use the pool.

6.45 - Residents are responsible for informing their visitors or guests of all pool rules and for making a pass through the restrooms to clean up any messes which are found.

#### SECTION 7 - TRASH DISPOSAL

7.1 - In that the land where the dumpster sits has a prominent view in the community, all residents must respect the space and keep it clean. Residents should make sure that all trash gets into the dumpster. Trash items must be placed in the dumpster with care and cannot be placed beside the dumpster.

7.2 - The dumpster is rented by the HOA. It is of limited size and must be shared by 86 Lots equally. Only bagged household trash and flattened boxes are to be placed in the dumpster. Each Lot is allowed the equivalent of one 30 gallon trash bag each week in the dumpster. Residents must make private arrangements for any additional trash.

#### SECTION 8 - YARDS AND UNIT EXTERIORS

8.1 - No billboard or sign will be displayed upon any Lot, except that a Lot owner can place a "For Sale" or "For Rent" sign not larger than two (2) feet by three (3) feet on his Lot. Such signs may not be placed in landscaped areas which will interfere with the maintenance of the Lot. Landscaping contractors will be instructed to remove signs which interfere with their work and treat them as trash. Owners are responsible for notifying real estate agents of the sign restriction.

8.2 - Signs may not be placed in the windows which can be viewed from the street except for the aforementioned For Sale or For rent signs. Signs considered to be yard ornamentation may be exempted by the Board of Trustees from time to time.

8.3 - Holiday decorations must be reasonable and not interfere with the safety of residents or the right of the resident to quiet enjoyment. No holiday decorations should be put up more than 1 month before the holiday and must be taken down 14 days after the respective holiday. American flags may be flown at any time provided they are flown in accordance with federal flag code, and maintained in good condition. The association reserves the right to limit the size of flags and flagpoles to a size which is conducive to the community.

8.4 - No clotheslines will be installed either permanently or temporarily.

8.5 - No outdoor burning of trash or yard debris is permitted.

8.6 - No refuse containers, compost heaps, woodpiles, or commercial equipment may be stored on any Lot. personal Items which are stored on the lot shall be maintained in the attractive condition and said items will be designed for outdoor conditions. The Board may ask for weather-beaten, battered, or worn-out personal items to be removed or restored.

8.7 - Porches and the exterior of the residence will be kept clean, maintained for soundness, free of clutter, or any unsightly or out-of-place objects. Painted exterior surfaces will be maintained and in an attractive manner.

8.8 - Personal items may not be strewn about the lot in an unsightly manner. The Board may ask for the immediate removal or relocation of any item which constitutes an eyesore in the community.

8.9 - Each resident will maintain their individual utility septurns.

8.10 - All homeowners are required to winterize their hose bibs and similarly protect exposed water lines. In that the HOA pays for the community water, owners must repair all outdoor and indoor water leaks ASAP (except for sprinklers, which are the responsibility of the landscaper). No water is to be left running. Washing vehicles in the park is prohibited. Owners may have their unit power washed with HOA water once each year.

8.11 - Sprinkler leaks, broken heads, and sprinklers needing adjustment should be reported to the property manager through the Action Items. Sprinkler breaks which are forming a geyser of water should be reported ASAP. Please call the PPM offices directly and ask to speak to the property manager.

8.12 - Grass which is growing underneath an RV, slide out, deck or other addition may not be maintained by the landscaper if deemed to be too difficult to access or unsuitable for irrigation.

8.13 - Trees will be trimmed by the landscaper up to 10' in height. Beyond that measurement the tree pruning is the responsibility of the homeowner. The feeding or the treatment of tree diseases is the responsibility of the Lot owner.

8.14 - The maintenance of rose bushes and palm trees is the responsibility of the Lot owner. The protection of palm trees against winter freezing is the responsibility of the Lot owner.

8.15 - Fountains and water features are not allowed in individual yards.

## SECTION 9 - ARCHITECTURAL CONTROL GUIDELINES AND RULES

9.1 - There are specific architectural guidelines to be followed when setting up park models, 5th wheels, motorhomes and trailers for the first time. Residents are responsible for seeking out these guidelines and getting the proper Architectural Control Committee (ACC) approvals prior to beginning construction.

9.2 - Setbacks listed here apply to all recreation vehicles, permanent structures, and non permanent shed-type structures.

FRONT SETBACK - 16' minimum as measured from the inside of back of the curb to the front most point of the park model or RV. 5th wheels will be measured to the front of the main trailer, not the front of the tongue or the overhang.

SIDE SETBACK - Any structure requires a 5' side set-back from the property line. This set back applies to slide-outs and storage sheds.

PERIMETER LOTS REAR SETBACK - Perimeter lots that back up to undeveloped property will not require a set-back other than what City ordinance requires. See section VII, USE RESTRICTIONS in the CC&R's for further guidelines.

9.3 - No accessory to or addition to a residence, or capital improvement of a Lot will be performed unless plans and specifications have been submitted to and approved by the ACC. No alteration to, repainting, or refurbishing of the exterior of the residence will be performed unless plans and or specifications have been submitted to and approved by the ACC. No landscaping renovation or remodeling will be performed unless plants and specifications have been submitted to and approved by the ACC.

9.4 - In deciding whether to approve or disapprove an alteration, the ACC will use its best judgement to insure that all alterations conform to and harmonize with existing surrounds and structures. All improvements must comply with St. George City ordinance and it is the responsibility of the owner to research City requirements as well as obtain a building permit if necessary.

9.5 - The placement of any improvement to the lot must not adversely affect the drainage on the Lot or any neighboring Lots.

9.7 - All sheds and out-buildings will be a maximum of 90 sq. ft. in size. Sheds will be a maximum of 8' in height. Whenever possible the shed shall be placed behind or at the end of the parking pad. No sheds shall be closer than 16' to the front property line.

9.8 - Wooden sheds must be painted the same color as the residence and must have roofing material which is the same color as the roofing material of the residence. Skirting must be of all the same color and harmonious in appearance.

9.9 - Neither the HOA nor the landscaper are responsible for property damage caused by weed whackers if the 6" concrete buffer strip is not installed protecting the Owner's property.

9.10 - No secondhand structures will be moved onto any Lot. All structures will be of new manufacture or construction and of good quality workmanship and materials.

9.11 - All room additions, awnings, and exterior space covers shall be structurally independent of the RV Itself. Attachment of these items will be regulated by City ordinance.

9.12 - No fences will be allowed on the Lots except for permanent fences installed by the Developer or the Association. No landscaping shall be used as fence or Lot divider.

9.13 - All outside lighting including security lighting, will be aimed and shielded so that the illumination is confined to the property boundaries of the Lot. Lights may not reflect into the adjacent residence or into the vision of passing motorists. Temporary lights used to provide decoration must be turned off by 10:00 pm. Low voltage solar lights are allowed if the lights are no more than 1' in height. And the number installed is reasonable for the size of the yard.

## SECTION 10 - RULE VIOLATION AND ENFORCEMENT

If all Lot owners, tenants, and guests were to exercise good judgment, common sense and courtesy and respect for others, there would be no need for all the rules in this document. Rules are written for the safety, health, and well-being of all residents and guests, as well as to reduce HOA liability for insurance purposes. Any violation of the Declaration, rules and regulations, and Bylaws may be subject to a fine. Any imposed fines will follow Utah Code (Title 57-8a) and be an assessment charged to the Lot owner due with the next monthly assessment. Failure to pay fines may result in a lien being placed against the violator's lot; a suspension of voting rights in the Association; and the loss of use of all amenities. Pursuant to Utah Code (Title 57-8a) the Board may assess a fine against the Owner if the Owner commits a violation of the same rule identified in the original warning letter within 1 year of said letter.

### SCHEDULE OF FINES

1ST VIOLATION - \$0.00; Warning letter.

2ND VIOLATION OR FAILURE TO CURE AFTER 1ST VIOLATION - \$50.00

3RD VIOLATION OR FAILURE TO CURE AFTER 2ND VIOLATION - \$100.00

4TH VIOLATION AND ALL SUBSEQUENT VIOLATIONS OR FAILURE TO CURE AFTER 3RD VIOLATIONS - \$200.00 not to exceed \$500.00 per month additional for fines or legal action

The following actions may constitute an immediate fine plus loss of privileges up to 90 days - NO WARNINGS WILL BE ISSUED. These actions are including, but not limited to, any violation which is determined by the Board to be a serious health and or safety issues, egregious disregard for the HOA other residents, have potential impact on the HOA insurance policy, or garner a potential fine to the HOA from a civic authority. This list may be modified from time to time.

- Glass bottle inside the pool enclosure. - \$100.00 fine
- Glass bottle broken inside the pool enclosure. - \$200.00 fine + clean up costs, including, if required, draining and cleaning of the pool.
- Children under 3 years of age, or any individual without control of their bowels, not wearing a swim diaper and waterproof swim pants in the pool or spa. - \$100.00 fine

- Any contamination of the pool or spa requiring chemical intervention which is not part of routine maintenance. - \$100.00 fine + chemical costs.
- Any contamination of the pool or spa requiring immediate shut down for health reasons. - \$200.00 fine + clean up costs including, if required, drawing and cleaning of the pool.
- Owners not removing their animal's waste from any common area or another owner's Lot - \$50.00 fine for the first offense, no warning letter required.
- Failure to control aggressive pets - \$100.00 fine.
- HOA property removed from clubhouse without permission - \$100.00 fine + possible criminal charges.
- Smoking inside the pool enclosure or clubhouse. - \$100.00 fine.
- Proceeding with any architectural addition, modification, or change without written permission from the ACC - \$50.00 fine for the first offense, no warning letter required.
- Proceeding with any landscape addition, modification, or change without permission from the ACC - \$50.00 fine for the first offense, no warning letter required.

A hearing may be requested with the Board within 30 days of the date of any Violation Notice. The board has the right to determine the time and place of the hearing. Failure to request such as a hearing and or to appear at the hearing will constitute acceptance/validity of the Violation Notice.