

SG-SNHT-1  
SG-SNHT-2

Snow Haven Townhomes Owners Association

Copy to: Franz Reisch, 296 E 900 S, #12  
St. George, UT 84770

We, the undersigned, comprising the entirety of the Board of Directors of the Snow Haven Townhomes Owners Association (the Association), 296 E 900 S, St. George, UT 84770, attest and affirm that the changes to the Declaration of Covenants, Conditions, and Restrictions of the Association were approved by more than 67% of the Owners by their signatures on a petition drafted on the 20<sup>th</sup> day of June, 2007, regarding **Leases and Occupancy Requirement**. Changes apply to Phases I and II of Snow Haven Townhomes.

**DOC # 20070052475**

Amended Restrictive Covenants Page 1 of 3  
Russell Shirts Washington County Recorder  
10/29/2007 04:58:26 PM Fee \$ 14.00  
By REISCH FRANZ



Said changes were made to:

Page 11, Article 9, Section 9.14 replaced in entirety.

Franz Reisch  
Franz Reisch  
Director

Lance Garner  
Lance Garner  
Director

Ruth Pace  
Ruth Pace  
Director

STATE OF UTAH )  
) ss.  
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 20 day of October, 2007, by Franz Reisch, Lance Garner, and Ruth Pace, the directors of Snow Haven Townhomes Owners Association.

Dee Hansen



**ARTICLE 9 - USE RESTRICTIONS**

**Section 9.14 Leases and Occupancy Requirement:**

All Units in the Project must be **owner-occupied** and the leasing of Units is strictly prohibited in order for the Association to:

(1) Protect the equity of the individual property owners at the **Snow Haven Townhomes Owners Association** development;

(2) Carry out the purpose for which the community was formed by preserving the character as a homogeneous residential community and to keep it from assuming the character of an apartment, renter-occupied complex;

The term "**owner-occupied**" means a Unit occupied by the vested owner of record or his or her spouse, son, daughter, mother or father.

(a) Hardship Exception. The Board of Directors, in its sole discretion, shall be empowered to allow reasonable leasing of Units upon written application to avoid undue hardship on an Owner. No more than (2) Units may be under lease agreement at any one time. By way of illustration and not by limitations, examples of circumstances which would constitute undue hardship are those in which:

(1) an Owner must relocate his residence and cannot, within ninety (90) days from the date the Unit was placed on the market, sell the Unit while offering it for sale at a reasonable price no greater than its current appraised market value; (Note: Sufficient evidence of the above along with a copy of a current market appraisal, no older than (90) days from the time of request, must be furnished to the Board of Directors.)

(2) an Owner dies and the Unit is being administered by his estate;

(3) an Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Unit;

(b) Application for Hardship Exception. Any Owner who believes that he must lease his Unit to avoid undue hardship shall submit: a written application to the Board of Directors setting forth the circumstances necessitating the leasing, a copy of the proposed lease, and such other information as the Board of Directors may reasonably require. Leasing in the case of undue hardship shall be permitted only upon the Board of Directors' written approval of the Owner's application. When a lease is approved by Board of Directors, a copy of the lease, signed by the lessee and lessor, shall be submitted to the Board of Directors within ten (10) days after it has been signed by both parties.

(c) General Leasing Restrictions. Rules and Regulations. The Board of Directors shall have the power to make and enforce reasonable rules and regulations (and to levy fines for violations), in accordance with the Declaration of Covenants, Conditions, and Restrictions and By-Laws, in order to enforce the provisions of this Section. Any transaction which does not comply with this Section shall be voidable at the option of the Board of Directors. Any agreement for the leasing, renting, or occupying of a Unit (the "lease") shall be in writing and a copy thereof shall be delivered to the Board of Directors upon request. By virtue of taking possession of a Unit, each resident agrees to be subject to and abide by these

restrictive covenants and further agrees that any covenant violation shall be deemed to constitute a default under the lease. No Owner shall be permitted to lease his Unit for short term, transient, hotel, seasonal, vacation or corporate use purposes, which shall be deemed to be any rental with an initial term of less than one (1) year. Daily or weekly rentals are prohibited. No Owner may lease individual rooms to separate persons or less than his entire Unit. No lessor is allowed to sublease. Within ten (10) days after delivery of written notice of the creation of a nuisance or material violation of these restrictive covenants by the occupants of his Unit, the Owner shall proceed promptly to take measures to abate the nuisance, cure the default or evict the occupants, and notify the Board of Directors in writing of his intentions.

(d) Grandfather Clause. Anything to the contrary notwithstanding, the foregoing restrictions shall not apply to "Grandfathered Units". The Grandfathered Units may continue to be leased without restriction for so long as record title to said Units remains vested in the name of the respective Owner(s) thereof (the "Grandfathered Owner(s)"). The term "Grandfathered Owner" shall include a succeeding "Trust" or other legal "Person" (the "Qualified Successor Owners") in which the Grandfathered Owner or such Owner's spouse, son, daughter, father or mother holds a beneficial interest in such Qualified Successor Owner of at least fifty percent (50%). Upon the conveyance of the Grandfathered Unit by the Grandfathered Owner or Qualified Successor Owner, the said Unit shall immediately become subject to the restrictions, set forth above.