

## SNOW HAVEN TOWNHOMES OWNERS ASSOCIATION

We, the undersigned, comprising the entirety of the Board of Directors of 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, dated 9 February, 2001, were approved by more than 67% of the Owners at the annual meeting convened at 1:00 pm, 9 February, 2001 in St. George, Utah. *CHANGES APPLY TO PHASES I & II OF SNOW HAVEN TOWNHOMES.*

Said changes were made to:  
Page 8, Article 7  
Page 9, Article 8, Section 8.2  
Page 9, Article 9, Section 9.1 replaced in entirety  
Page 9, Article 9, original Section 9.3 changed  
Page 10, Article 9, original Sections 9.6, 9.7, 9.8 changed  
Page 10, Article 9, new Section 9.8 inserted  
Page 10, Article 9, Sections 9.9 and 9.10 changed  
Page 11, Article 9, Section 9.14 changed

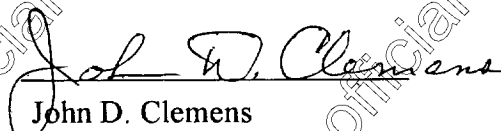
IN WITNESS WHEREOF, the undersigned, being said Board of Directors, have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2001.



James Flora  
President



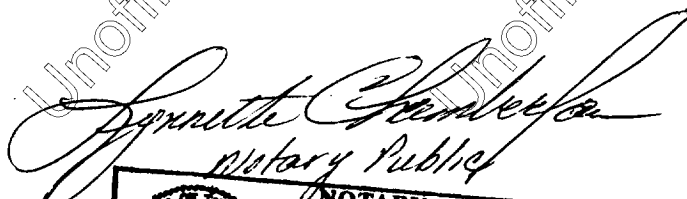
Mack Olsen  
Vice President

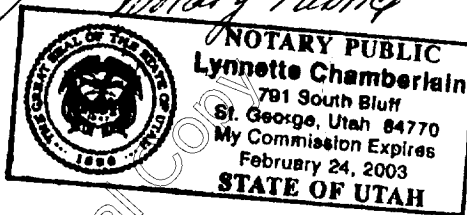


John D. Clemens  
Secretary

STATE OF UTAH )  
) ) ss.  
COUNTY OF WASHINGTON )

The foregoing instrument was acknowledged before me this 12 day of July, 2001, by James Flora, Mack Olsen and John D. Clemens, the Board of Directors of Snow Haven Townhomes Owners Association.

  
Notary Public



party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

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**Section 6.2 Sharing of Repair and Maintenance** The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

**Section 6.3 Destruction by Fire or Other Casualty** If a party wall is destroyed or damaged by fire or other casualty, then, to the extent such destruction or damage is not covered by insurance and repaired out of the proceeds of the same, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

**Section 6.4 Weatherproofing** Notwithstanding any other provision of this article, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost for furnishing the necessary protection against such elements to the extent that said protection is not covered by insurance and paid for out of the proceeds of the same.

**Section 6.5 Right to Contribution Runs with Land** The right of any owner to contribution from any other owner under this article shall be appurtenant to the land and shall pass to such owner's successors-in-title.

**Section 6.6 Arbitration** In the event of any dispute arising concerning a party wall, or under the provisions of this article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator within ten (10) days of their selection, and the decision shall be by a majority of all the arbitrators. Should any party refuse to appoint an arbitrator within ten (10) days after written request to do so, the Board of Directors of the Association shall select an arbitrator for the refusing party.

## **ARTICLE 7 – ASSOCIATION COMMITTEES**

There shall be two (2) standing committees appointed by the Board of Directors. Each committee shall consist of three (3) members of the Association, including the chairperson who shall be a member of the Board. These committees shall be known as the Architectural Control Committee and the Grounds Committee.

No structure, building, fence, wall nor addition, extension or expansion of any of the properties shall be commenced, erected or maintained upon the properties, nor shall any exterior addition or change or alteration to any 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 by the Architectural Control Committee. In the event said Committee fails 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.

With the exception of the rear limited-common area of each home, no change of topography or plantings shall be made until the plans and specifications showing the nature, kind, shape, height, colors and location of said change shall have been submitted to and approved in writing by the Grounds Committee. In the event said Committee fails 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.

**ARTICLE 8 -- EXTERIOR MAINTENANCE**

**Section 8.1. Exterior Maintenance** In addition to maintenance upon the common area and limited-common area, the Association shall provide exterior maintenance upon each Townhome and Lot, including, but not limited to the following: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, fences, street signs, lights, mailboxes, trees, shrubs, grass, walks, driveways and other exterior improvements. The cost of regular exterior maintenance shall be a common expense and shall be added to and become part of the regular annual assessment.

**Section 8.2. Maintenance by Owner** Each owner shall be solely responsible for maintenance to glass, doors and screens on his Lot or Townhome, and for any maintenance on his Lot or Townhome required due to willful or negligent acts. In the event an owner shall fail to perform this maintenance in a manner satisfactory to the Board of Directors, they shall have the right to have such maintenance performed. The cost of such maintenance shall be added to and become part of the assessment to which such Lot is subject.

**Section 8.3. Access at Reasonable Hours** For the purpose solely of performing the maintenance required by this article, the Association, through its authorized agents or employees, shall have the right, after reasonable notice to the owner, to enter upon any Lot or limited-common area at reasonable hours.

**ARTICLE 9 – USE RESTRICTIONS**

**Section 9.1 General Use Restrictions** All of the properties which are subject to this declaration are hereby restricted to residential dwellings and buildings in connection therewith, including but not limited to community buildings on the common property. All buildings or structures erected in the properties shall be of new construction and no buildings or structures shall be removed from other locations to the properties. After the initial construction on a Lot, no subsequent building or structure dissimilar to that initially constructed shall be built on that Lot. No building or structure of a temporary character, trailer, basement, tent, camper, shack, garage, barn or other outbuilding shall be placed or used on any Lot at any time.

**Section 9.2 Signs; Commercial Activity** With the exception of one “For Rent” or “For Sale” sign of not more than four (4) square feet displayed in a window, the only sign permitted shall be one standard-design Realtors “For Rent” or “For Sale” sign placed in the northeast common area of the property. This “Realtors” sign may be used by the owner of a property in Snow Haven for the purpose of selling or renting by said owner or by a realtor acting as agent for the sale or rental of the property. The sign shall be of professional or near-professional quality, not larger than six (6) square feet in size. No advertising signs, billboards, objects of unsightly appearance or nuisances shall be erected, placed or permitted to remain on any Lot or 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 9.3 Quiet Enjoyment** No noxious 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 interfere with the quiet enjoyment of each of the owners or which shall in any way increase the rate of insurance.

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**Section 9.4 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 in the lots or on a leash when in the common areas. This provision may be made more restrictive by rule of the Association.

**Section 9.5 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 Directors. 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. It is suggested that prior to use by groups of people, invited by a resident or residents, that a member of the Board be consulted.

**Section 9.6 Parking** 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 owners expense. If parking spaces are not designated on the plat with lot numbers, Board of Directors may assign vehicle parking space for each Lot. Parking spaces within the Properties shall be used for parking of motor vehicles actually used by the owner or his immediate family or guests for personal use and not for commercial use. Recreational vehicles, boats, travel trailers and similar property may be parked within the area that is designated as storage area in the southwest common property at a monthly fee as set by the Board. Any such type of recreational vehicle belonging to visitor(s) of an owner may park said vehicle, without parking fee, for not more than 72 hours and use said vehicle for overflow sleeping in that period of time only.

**Section 9.7 Planting and Gardening** Planting of other than the initially-installed plants in the front flower bed area is permissible with approval of the Grounds Committee. It is incumbent upon the owner to purchase, maintain and bear all responsibility for said plants. Trees may be planted in the rear yard of a residence provided that the individual owner purchases, maintains and bears all responsibility for them and that they do not interfere with yard maintenance and that they do not adversely impact upon neighboring properties.

**Section 9.8 Fences, Hedges or Walls** 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 and approved by the Architectural Control Committee.

**Section 9.9 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 Architectural Control Committee, with the following exceptions:

1. Temporary holiday decorations at front or rear of residences,
2. Awnings (on rear windows only) for protection from the rising or setting sun with prior approval of the Architectural Control Committee with regard to size, color and materials of construction.

**Section 9.10 Exterior Television or other Antennas** No exterior radio or other antennas, except one television antenna or small dish which shall not exceed four feet in height, per Lot, and which shall be in the rear area of the Lot, shall 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 Architectural Control Committee.

**Section 9.11 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 9.12 Oil and Mining Operations** No oil drilling, oil 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 of any Lot.

**Section 9.13 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.

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Section 9.14 **Leases** Owner is expressly responsible to assure that 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.

#### ARTICLE 10 – EXPANSION

Declarant reserves the right, at its sole election, to expand the Properties to include additional property more particularly described below by unilateral action of Declarant without the consent of owners, but subject to applicable requirements of the Federal Housing Administration or Veterans Administration, for a period of seven (7) years from the date of recording of this Declaration in the office of the Washington County Recorder, County of Washington, State of Utah.

The property, all or part of which may be included in one or more expansions, is located in Washington County, Utah, and is more particularly described as follows:

**ALL PROPERTY LOCATED IN THE GENERAL VICINITY OF THE PROPERTY PREVIOUSLY DESCRIBED HEREIN, WHICH IS CONTIGUOUS TO ANY PHASE OF THE DEVELOPMENT, OR TO ANY FRONTING STREET.**

Expansion shall occur by the Declarant filing:

1. an additional subdivision plat or plats creating additional planned unit developments on the property described above, stating on each plat the intention to have the property described on said plat bound by the terms, covenants and conditions of this Declaration upon the filing of a Declaration of Annexation and
2. a Declaration of Annexation (after satisfying conditions hereafter stated), which shall state the Declarant's intention to have the area described therein subject to this Declaration and, if required, that Federal Housing Administration or Veterans Administration approval has been given. Upon the recording of such a Declaration of Annexation the property described therein shall be subject to this Declaration.

Any additional properties annexed hereto by the Declarant shall be exclusively for residential single family dwellings, architecturally compatible to the existing Townhomes, similar to the Townhomes already constructed, constructed out of similar materials, with similar Lot size. The maximum number of lots to be added shall be 10. The Declarant shall have the sole discretion as to the development of the common area in any expansion area and may include any facilities or amenities therein that Declarant deems necessary and such common areas shall be owned by the Association.

The common area and limited common area in such area shall be deeded by the Declarant to the Association, free and clear of all encumbrances and liens, prior to Recordation of the Declaration of Annexation and the Association shall accept the deed to said areas. Owners in the original and expansion areas shall have the same rights to the use and enjoyment of the property and facilities of the Association. If, at the time of the expansion, the Declarant has Class B ownership status, that status shall extend to all lots in the expansion area. Otherwise, owners in the original and expansion areas shall all have equal membership status in the Association. The liability for assessments of each Lot and Lot owner in any expansion area shall be equal to the liability of each Lot and Lot owner in the original properties.