



When Recorded, Return To:  
LeAnne Hoopes  
Freedom Village at the Fields, LLC  
647 E 550 S Circle  
St. George, Utah 84790

**Freedom Village at the Fields Home Owners' Association  
Nightly Rental Rules and Policies**

**1. PURPOSE AND INTENT:**

The purpose of these Nightly Rental Rules and Policies is to promote the health, safety and general welfare of the residents of the Freedom Village at the Fields ("Freedom Village") by establishing regulations and standards for short term leases of residential units within Freedom Village (the Lots or units within Freedom Village are described on Exhibit A attached hereto) so as to ensure:

- (a) Protection of the environment of Freedom Village.
- (b) Preserving the existing character and property values of Freedom Village by assuring appropriate uses;
- (c) Establishment of appropriate governance procedures to plan and oversee short term leases of residential properties to promote the interests and welfare of Freedom Village and to otherwise protect the name and reputation of Freedom Village by ensuring consistency in experience for those staying in any residential unit within Freedom Village (hereinafter a "Unit") on a short-term basis; and
- (d) Promote peace and safety within Freedom Village.

Capitalized terms not otherwise defined herein shall be as defined in the Declaration of Covenants, Conditions and Restrictions of Freedom Village at the Fields (the "CC&Rs").

**2. APPLICABILITY AND AUTHORIZATION OF SHORT TERM RENTALS:**

These Nightly Rental Rules and Policies apply to Short Term Rentals within Freedom Village.

"Short Term Rental" means the authorized occupancy of a residence by someone other than the owner within Freedom Village (by lease or otherwise) where the term of occupancy is for twenty nine (29) consecutive calendar days or less, for direct or indirect remuneration.

Short Term Rental of a residence is authorized within Freedom Village subject to compliance with these Nightly Rental Rules and Policies. Any Owner offering a Unit or room for Short Term Rental within Freedom Village may have its privilege or authorization to engage in Short Term Rental revoked for violation of these Rules, as determined by the HOA.

**3. REQUIRED PROCEDURES PRIOR TO OFFERING UNIT FOR SHORT-TERM RENTAL**

Any Owner, prior to offering a Unit or room for Short Term Rental, must first comply with the following:

- (a) Provide to the HOA a copy of the Owner's business license required by Washington City Ordinance Section 9-14-25(E).
- (b) Provide to the HOA a copy of the agreement between Owner and the Approved Property Management Company (defined below).
- (c) Pass an inspection by the HOA to verify compliance with these Rules.

**4. FACILITY USE FEES:**

Each Owner shall charge and collect from the Short-term Rental tenant a facility use fee ("Facility Fee") in the amount of \$10 per unit per night or such other amount as the Board shall establish from time to time; provided, that, each Owner will be required to pay a minimum of \$40 per month per unit ("Minimum Facility Fee") to the extent an amount equal to the Minimum Facility Fee is not collected from a Short-term Rental tenant for that unit in any particular month. The Owner will immediately remit the Facility Fee to, or direct its tenant to pay the Facility Fee directly to, the Approved Short Term Rental Management Company who will then remit such Facility Fee as directed by the HOA. The Owner must pay the Facility Fees if the Owner fails to collect such Facility Fee (or in the event Owner does not collect at least the Minimum Facility Fee from its Short-term Rental tenants in any month, then the Owner must pay the deficit) and deliver it to the Approved Short-Term Rental Management Company.

The foregoing Facility Fee is based on the estimated costs that may be incurred above the Minimum Facility Fee (which is the minimum to be paid by all Owners), including additional costs related to amenities and privileges made available by the HOA as well as the additional costs to the HOA resulting from the Short-term Rental of Units within Freedom Village, including the additional burden and costs for security, enforcement of Governing Documents, and cleaning and maintaining the Common Areas and amenities that may result from such Short-term Rentals. The Facility Fee is subject to change by the Board upon 30 days prior notice to the Owners.

The Minimum Facility Fee is calculated separately each month and not aggregated (*i.e.* if an Owner's Short-term Rental tenants pay more than the Minimum Facility Fee in any month, it does not carry over to any subsequent months).

**5. APPROVED SHORT TERM RENTAL MANAGEMENT COMPANY:**

Any Owner who decides to rent their Unit as a Short-term Rental must retain, and enter into a short-term rental management agreement with (and at all times comply with such rental

management agreement) the property management company approved by the HOA (the **“Approved Short Term Rental Management Company”**). The HOA Approved Short Term Rental Management Company is as of the date hereof:

**Freedom Vacation Rentals and Property Management, LLC**, 647 East 550 South Circle, Saint George, UT 84770 (contact LeAnne Hoopes), or such other address as may be designated by notice from the HOA

Each Short Term Rental property shall have a clearly visible sign within the Unit containing the foregoing the name and phone number of the Approved Short Term Rental Management Company, and the maximum occupancy of the Unit, and the day of garbage pick-up.

**6. GUEST REGISTER:**

Each Owner shall conduct all Short Term Rental activity through the Approved Short Term Rental Management Company. An Owner shall not be allowed to conduct Short Term Rental Activity if it does not enter into and remain compliant with the short-term rental management agreement with the Approved Short Term Rental Management Company. Each Owner shall also cooperate in a manner sufficient to allow the Approved Short Term Rental Management Company to maintain a register of all guests with the following information about each guest for which the Short Term Rental affords accommodations:

- Name and permanent address.
- Number of guests.
- Dates of arrival and departure.
- License plate number, state of licensure, make, type and color of all motor vehicles.
- Verification of a form of picture identification, including, but not limited to, driver's license, passport, or state issued identification card showing current name, address, and age of person registering.

**7. OCCUPANCY:**

It shall be unlawful for any Short Term Rental Unit to be occupied by a greater number of persons than that which it is designed or furnished to accommodate. Occupancy of the property will be the lesser of the following: (a) the maximum occupancy allowed by the Washington City Fire Marshal or (b) the maximum occupancy allowed by the HOA.

**8. RESPONSIBILITY FOR GUESTS:**

No Short Term Rental Unit shall be rented or registered to any person under the age of eighteen (18) years. Each Owner offering a Unit or room for Short Term Rental is responsible for each guest and actions of said guest, including any violation by such guest of these Rules, the CC&Rs, or any corresponding rules and regulations of the HOA.

**9. LENGTH OF STAY:**

No Short Term Rental Unit shall be occupied by a guest or tenant for more than twenty-nine (29) consecutive days.

**10. INSPECTIONS:**

Each Owner offering a Unit or room for Short Term Rental shall comply (and ensure that such Owner's Unit complies) and cooperate with any fire, land use, code enforcement, building, health, or other inspection conducted by municipal officials, with or without notice. An inspection of a rental property for compliance with these regulations can be performed with twenty-four (24) hour notice to the Owner or operator, if deemed necessary by the HOA.

**11. DUTY TO REPORT AND PROVIDE INFORMATION:**

Each Owner shall provide upon request of the HOA, and each Owner shall also authorize and direct the management company to provide upon request of the HOA, all information necessary for the HOA to verify proper payment of Facility Fees and compliance with these Rules and with the CC&Rs.

**12. PARKING:**

Parking rules may be established by the Board from time to time with notice to the Owners.

**13. NOISE:**

Each Owner offering a Unit or room for Short Term Rental shall ensure that guests or occupants do not:

- Operate or use outdoor pools, hot tubs or spas between the hours of eleven o'clock (11:00) P.M. and six o'clock (6:00) A.M.
- Create noises that by reason of time, nature, intensity or duration are out of character with noises customarily heard in the surrounding residential neighborhood.
- Disturb the peace of surrounding residential property residents.
- Interfere with the privacy of or trespass onto surrounding residential properties.
- Engage in any disorderly or illegal conduct, including illegal consumption of drugs and alcohol.

**14. FINES AND PENTALTIES:**

A violation of these rules may result in revocation of Unit nightly rental privileges and/or revocation of an Owner's use of the amenities and facilities. In addition, the Board may establish monetary fines in such amount and for such violations of these rules as the Board determines appropriate upon notice to the Owners.

**15. FAILURE TO ENFORCE:**

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

**16. EFFECTIVE DATE AND AUTHORITY:**

These Nightly Rental Rules and Policies are adopted by the Board of Directors of the HOA pursuant to its rulemaking authority found in Sections 4.1.3 and 15.5 of the CC&Rs. The Nightly Rental Rules and Policies may be further amended or expanded by the Board of Directors.

IN WITNESS WHEREOF, the undersigned, constituting all of the members of the Board of Directors of the HOA as of the date of signature below, acknowledge that the foregoing Nightly Rental Rules and Policies were adopted by the Board acting on behalf of the HOA as of the date set forth on the first page hereof.

BOARD OF DIRECTORS:

LeAnne Hoopes  
LeAnne Hoopes, Director

Daniel J. Hoopes  
Daniel J. Hoopes, Director

Tyler Hoopes  
Tyler Hoopes, Director

STATE OF UTAH )  
) ss.  
COUNTY OF WASHINGTON )

On this 12 day of March, 2018, before me personally appeared LeAnne Hoopes, Daniel J. Hoopes, and Tyler Hoopes, whose identities were personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that each is a Director serving on the Board of Directors of Freedom Village at the Fields Owners' Association (the "Company") and that the foregoing document was signed by them on behalf of that Company by proper authority.

Jennifer L. Bailey  
NOTARY PUBLIC



Exhibit A

Parcel No: W-Free-1 through 49

All of Lots 1-49, Freedom Village @ The Fields, according to the official plat thereof, on file in the office of the recorder of Washington County, State of Utah.