

Cherry Springs Villas

Association Rules

These Association Rules have been created to expand upon and detail the information set forth in the Declaration of Covenants, Conditions, Easements and Restrictions and the Bylaws of Cherry Springs Villas Community. **The Association, as provided in the Declaration, and in compliance with Utah law, has the right to establish and enforce Association Rules both on private property and community areas within the community.** All residents are asked to support these Association Rules so that the community will be a more attractive and harmonious place to live. Prospective homebuyers should read the Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements, and the Bylaws of Cherry Springs Villas for more information regarding each of the following items. In the event of a conflict between the Declaration of Covenants, Conditions, Easements, and Restrictions, and the Association Rules, the Declaration shall prevail.

Until such time as the Homeowners' Board of Trustees elects to modify these Association Rules as provided for under Utah law, and as set forth in the Declaration, the following Association Rules are hereby established and adopted.

1. Senior Community

Cherry Springs Villas has been established as and is intended to always remain a senior community in compliance with Federal Fair Housing Requirements. These requirements mandate that the developer sell at least 80% of the homes to buyers where at least one occupant of the home is 55 years of age or older. The homebuyers acknowledge that they must also comply with the requirement to maintain the 55 years of age occupant ratio of at least 80% and comply with certain disclosure requirements when they desire to sell or rent their home. At or before closing, homebuyers agree to submit evidence of age (driver's license, passport, or birth certificate), a copy of which will remain on file with the Association as proof of compliance. Also, the community and individual homeowners must advertise the community as being for persons 55 years old or older in all of its marketing, Homeowners' Association Rules and actual practices of the community.

2. Use of Clubhouse and Amenities

The Clubhouse and other amenities are for the exclusive use of those persons who actually occupy a home in the community, either through home ownership or through renting or leasing, and their guests, subject to the terms set forth in the Declaration and Association Rules. An occupant is a person who is actually occupying and living in a home in the community. A person who owns a home in the community but does not occupy that home does not have the right to the use of the Clubhouse or other

amenities. The only exception to this policy is a homeowner who owns a home in the community which is only occupied on a part-time basis by that homeowner and not rented out for any period of time to another party. In this situation the homeowner who resides in the community part time has the right to the use of the Clubhouse and other amenities. In the event that homeowner allows others to occupy the home when the homeowner is residing elsewhere, those guests shall not have the right to use the Clubhouse or other amenities.

A person renting and occupying a home in the Community is an occupying renter (lessee) and enjoys the same rights to use the amenities and Clubhouse as an occupying homeowner. For purposes of simplicity, both occupying homeowners and occupying renters or lessees are hereinafter referred to as "Residents".

Short-term rentals such as AirBnB are prohibited. Rental terms must be for a minimum of six months.

The Clubhouse is available for community events at no charge and rental to residents exclusively for private, not-for-profit parties or meetings. The following rental policy applies:

A \$175.00 refundable deposit and a \$25.00 rental fee are required to rent the Clubhouse and theater. Reservations are granted on a first request basis, up to one year in advance.

Children and teenage parties are prohibited.

Residents MUST accompany guests when using the Clubhouse and pool. Guests of residents are not permitted to reserve the Clubhouse for private parties, or to use any of the other amenities without the resident accompanying them. Residents are responsible for their guests and the actions of their guests. Any person who cannot be identified as a resident will be asked to leave.

The resident renting the Clubhouse will have exclusive use of the party room, library and theater only; the resident and guests may not have exclusive use of the pool, and guests are not permitted to use the exercise equipment. The swimming pool may not be reserved for the exclusive use of a particular party. The Association will furnish no party items. The resident renting the Clubhouse is responsible for all cleanup and trash removal. Cleanup must be done (completely) the day of the party. Damages or theft from the Clubhouse and any costs incurred in follow-up cleaning done by the Association will be deducted from the deposit. If the deposit is insufficient to cover the cost of the cleaning, the renting resident will be billed for the difference.

The Theater may be reserved by residents on a first-come, first-served basis, at no charge. However, the resident must remain present with any guests, and must be trained in the use of the theater equipment. Sound levels must not exceed reasonable levels. The resident must clean up theater after use. The reservation of the Theater is

subject to another resident renting the Clubhouse. In other words, in the event a resident has reserved the Theater and then another resident reserves and pays to rent the Clubhouse, the renting resident's reservation will serve to cancel the other resident's reservation of the Theater.

The exercise equipment is for the exclusive use of residents only, and restricted to residents who are over the age of 18. Guests are prohibited from using the exercise equipment at any time. Non-occupying owners are likewise prohibited from using the exercise equipment. Any person who cannot be identified as a resident will be asked to leave the exercise facility.

3. Renter's Rights

Renters who reside in the Community are residents, and enjoy the same rights to the use of the amenities as homeowners, and likewise are governed by the same rules as homeowners. However, any homeowner wishing to rent his or her home must comply with the age-restriction of 55 and older requirements set forth in the Association Rules and the Declaration. Only homeowners shall have the right to vote in Association matters.

4. Personal Property

All personal property, such as lawn chairs, bicycles, tables, etc. must be kept inside the courtyard area, patio, or the garage. Personal property maintained within the courtyard area may not be visible above the courtyard fence with the exception of patio table umbrellas and patio swing umbrellas. Small satellite dishes are permitted in unobtrusive locations as approved by the Board of Trustees. Nothing may be hung or displayed, nor may signs, awnings, canopies, shutters, antennae or any other device or ornament be affixed to or placed upon the exterior walls, doors or fences or roof without prior written approval of the Board of Trustees

5. Decorative Items

The display of door wreaths is permitted and flower plant pots are allowed in patio and courtyard areas. Wreaths may be hung on doors.

The following and similar decorative items must be in good taste, as determined by the Board in its sole discretion, and may only be placed in the flowerbeds immediately surrounding your home, courtyard and patio area:

- Statues and statuettes
- Yard ornaments

- Landscaping lights
- Bird feeders or baths (freestanding only)
- Wind socks
- Decorative flags

Stepping stones are allowed only in flowerbeds next to the sidewalk leading to the front door. Stepping stones or ornamental rocks are not permitted in any lawn area. The Board has the authority to request the removal of items deemed to be in poor taste.

Christmas lights and decorations are permitted, provided that:

- Hanging the decorations does not damage the home's exterior, gutters or siding.
- Christmas décor may not be displayed before Thanksgiving Day and must be removed and stored no later than the last day of the first week of January of the following year (weather permitting).
- Other holiday décor is permitted following the same guidelines as above. Decorations may not be displayed more than two weeks before or more than one week after the given holiday.

American flags may be displayed from temporary flagpoles in flowerbed areas at any time, following standard United States flag protocol. Flags or permanent flagpole holders are not allowed to be attached to the home.

6. Flowers/Landscape Plants

Homeowners may plant flowers inside the courtyard or patio fence or in the flowerbeds immediately surrounding the home in the existing mulched area. Flowers are not permitted around any tree. Only flowers that will not exceed the height of the courtyard fence are allowed. Maintenance of flowers planted by an individual homeowner is the responsibility of that resident and dead annuals are to be removed and perennials cut down at the end of the season. The groundskeeper may remove flowers that are not maintained during the growing season, and the cost for removal will be billed to the resident. Residents desiring to plant trees or shrubs outside the courtyard area must receive advance approval from the Board of Trustees.

7. Prohibited Items

No private decorative items are permitted in any community area or allowed to be affixed to the exterior of a home unless authorized in writing by the Board of Trustees or as specifically permitted in the Rules or Declaration.

The following items will be strictly prohibited in any community area of the project: any type of yard sign, statue, statuette, yard or lawn ornament, artificial flowers, flower pot hangers, ornamental rocks or stones, swing sets, mounted hose reels, laundry poles or clotheslines. Laundry may not be hung over any courtyard or patio fence (suits, towels, rugs, etc.)

8. Exterior Alterations

No alterations, additions, fences, walls, patios, decks, etc. may be made to the exterior surface of the building, nor may any trees or shrubs be planted, transplanted or removed without prior written approval of the Board. Patio fencing and gates may be installed at the resident's expense using only approved designs and specifications. Storm doors may be added at the resident's expense using only the approved design and color. Specific information about approved storm doors may be obtained from the Sales Office.

9. Windows and Window Coverings

Within 60 days after closing, each homeowner shall install drapes, blinds, shutters, or other coverings which cover the windows of the home. Window covers, whether draperies, blinds (vertical/horizontal), shutters, or valances must be white, off-white, light beige, light gray, light earth tones, or light to medium natural wood color on the exterior side. Tinting film added to the interior of the windows voids the window warranty. Window maintenance is the responsibility of the homeowner.

10. Signs

Nothing may be hung or displayed from inside the windows except professionally prepared "For Sale", "Open House", and "For Rent" signs or security system decals, which shall be limited in size and number as set forth in the Declaration. No real estate signs are permitted in any flowerbeds or on any community areas except those permitted by the developer as set forth in the Declaration.

11. Animals

All animals, when outdoors, shall be on a leash. A responsible individual shall supervise them at all times and shall be responsible for the immediate clean up of all pet litter. Pet owners may be fined for violating these cleanup policies at the rate of \$10.00 for the first offense and \$25.00 for each additional offense. If pets become a nuisance, they may be evicted at the discretion of the Board of Trustees.

No more than one household domestic pet, not bred or maintained for commercial purposes, may be kept in any one home. Certain dog breeds deemed “viscous” are prohibited. Pets shall be limited to dogs or cats. With written Board approval there will be a two pet exception at the time a resident moves in. However, upon the death of one of the pets, the one pet limit will go into effect. Please see the Declaration for more information.

12. Parking/Vehicles

No motor homes, boats, trailers, trucks (larger than a ¾ ton pickup) travel trailers, or any vehicle with commercial advertising may be parked on any street or driveway overnight. Other vehicles used for recreation (van conversions/RVs) which will not fit in the garage will be permitted to park in the homeowner’s limited community area (in front of garage) for 48 hours to allow for loading and unloading. Such vehicles must not block normal access to other vehicles. Commercial trucks when in the area to perform service or repair work are an authorized exception.

All parking by residents or guests must be: (a) within the garage, (b) in the limited community area in front of the garage door, (c) in the visitor parking spaces interspersed throughout the community, or (d) at the Clubhouse.

No vehicle may be parked at the Clubhouse parking areas for more than 48 hours. Vehicles parked in violation of these rules are subject to being towed at the owner’s expense.

PARKING IS PROHIBITED IN THE “TURN-AROUND” AREAS AT THE REAR OF THE DRIVEWAYS.

13. Swimming Pool

The pool is for the exclusive use of the residents and their guests. Any person who cannot be identified as a resident, or who is not accompanied by a resident, will be asked to leave the pool area.

All persons using the pool and facilities do so at their own risk and sole responsibility. **THERE IS NO LIFEGUARD ON DUTY.** An adult resident must accompany all persons under the age of 18. Guests are limited to **five (5) per household if other residents are desirous of using the pool.** Guests must be accompanied by a resident at all times. Guests will be asked to leave if the resident is not present. Pool passes may be required. The following are prohibited in the pool area: private pool parties, animals or pets, glass or other breakable items, running, diving, or disruptive behavior, excessive noise, splashing or radios without headphones, rafts and body floats, electrical devices.

Swimming is permitted only in clothing sold as swimwear. Infants must also wear swimsuits and diapers specifically designed for swimming. **Normal diapers are not permitted in the water.** Wet swimwear is not permitted in the Clubhouse area.

Barbeque grills are to be operated by adult residents only and cleaned up after use. Lounge chairs or tables may not be reserved and must be repositioned in an orderly fashion after use

14. Trash Collection

Trash containers, when not set out for collection, must be kept inside the garage. Trash collection regulations require the trash containers not be set out prior to 5 p.m. the day preceding collection, and the containers must be picked up and put away by 9 p.m. the day of collection. Residents will be responsible for the cleanup of trash spills from their container.

15. Solicitation and Garage Sales

Solicitation by commercial enterprises is not authorized within the community. Garage sales are specifically prohibited, unless approved by the Homeowners' Association as a planned community activity.

16. Utilities

Residents are responsible for maintenance and payment of their own utility services including: gas, culinary water, sewer, storm drain, power, cable or satellite television, and telephone services as well as calling to initiate service on the date of possession. Garbage collection may or may not be an Association Expense, as determined by the Board at its discretion. Outside landscape water is paid for by the Homeowners' Association.

17. Home-based Businesses

No residence shall be used for any purpose other than that of a residence for individuals living together as a single household. Home businesses involving clients, customers, or employees visiting the home are prohibited. (Please see the Declaration for more information).

18. Care of Exterior Concrete

While snow removal is provided by the Homeowners' Association to certain areas of private and community property, residents are permitted to spread **approved** ice melt products around their individual home. **However, the use of rock salt is strictly prohibited because of its destructive effect on concrete.** Please check with the Property Manager for **approved** ice melt products. The use of rock salt will serve to void the Builder's warranty on exterior concrete. Homeowners are responsible for the maintenance of the landscaping and concrete within the courtyard area.

19. Golf Course

The HOA has no relationship with the adjacent golf course. The community has made reasonable efforts to protect the homes and residents by installing a tall golf net. However, from time to time a ball may land within the community. Damage to physical structures is covered as part of the HOA insurance, but any damage to persons or personal property such as cars or patio furniture shall be the responsibility of each homeowner to insure against. The HOA has no responsibility for any activities which occur on the golf course. Please read the Declaration for more information.

20. Reinvestment Fee

It is important that when Cherry Springs Villas is completed and control is turned over to a new Board of Directors elected by the community's residents that the HOA has a substantial amount of reserves set aside for future long-term needs. To that end the HOA collects an amount equal to .0025 of the sales price from all new buyers which is immediately set aside in reserves. This, along with a portion of each monthly HOA fee will help insure an adequately funded Association for the long-term. This fee will be charged to subsequent buyers upon the sale of any home and is subject to change at the direction of the Board.

21. Enforcement and Association Remedies

The intent of the Association Rules is to create a sustainably harmonious community for the residents of the Cherry Springs Villas senior community and to maintain property values within the community. The Board of Directors may, from time to time, enact or modify Rule enforcement and remedy procedures in order to encourage compliance with the Association Rules and other provisions set forth in the Declaration. Prospective homebuyers need to read and understand these Association Rules and recognize that it is only through every resident's cooperation that these goals can be met and maintained.

If a resident is deemed to be in violation of any Rule or Regulation or other provision set forth in the governing documents of the community, as determined by the Board, the following initial procedure shall be followed, unless it is determined that the nature of the

violation is such that more immediate or drastic measures be taken as set forth in the declaration or as provided under law.

- Notice to resident informing resident as to violation and requesting immediate compliance.
- If resident is still in violation after five days from date of notice, a fine of \$10 per day shall be imposed until such time as the offense is corrected.
- If after 30 days resident is still found to be in non-compliance, resident shall forfeit his or her right to the use of the Clubhouse and pool until such time as the offense is corrected and any outstanding fines paid.
- If resident refuses to correct non-compliance, the Association shall have the right to file a lien on the residence, or pursue any other course of legal action permitted it under the terms of the Declaration or as provided by State or Federal statute