

PARADISE CANYON RULES AND REGULATIONS

Updated December 2021

Paradise Canyon is a fantastic place to call home. You enjoy the assurance of a quality home that takes advantage of, and enhances the scenic surroundings of, its quietly majestic location.

For many of you, living in a “planned community” is a new experience. For others, you have already discovered you enjoy the advantages found in living in a planned community. Each of you already knows of the importance of being familiar with the CC&Rs (Covenants, Conditions, and Restrictions). These CC&Rs provide protection for residents and their property rights associated with Paradise Canyon home ownership.

Our desire is that Paradise Canyon will always maintain the highest standards for community living and beautification. The ground maintenance crew spends many hours to maintain and improve the unique environment of Paradise Canyon. They are responsible for the clubhouse, water features, and sprinkler systems. Your cooperation in not adjusting the sprinkling system is important and appreciated by them. Let’s be respectful of them and show our appreciation for their efforts.

The guidelines that have been set forth have been evaluated and well thought out and comply with mandates of state law. In addition to the CC&Rs, the following are the Rules and Regulations established for Paradise Canyon. They will remain in effect until modified by the Board.

GUESTS/TENANTS

A guest is anyone invited by an Owner to use HOA facilities. Tenants are those who lease a residence from an Owner. Hereafter, the term “Owner” or “Homeowner” shall include Tenants. Owners may invite guests to use Paradise Canyon facilities, but the Owner remains the party legally responsible. Tenants have the right pursuant to their lease to use the facilities to the same extent as the Owner; however, the Owner remains legally responsible for the conduct of the tenant and its family and guests. The Owner has the absolute obligation to inform tenants and guests of facility rules and regulations prior to use.

Note: No person under the age of 18 years of age may use the exercise room, pools, or hot tubs unless they are supervised by an adult at all times. If said adult is not the owner, that person must have been given the keyfob directly by the owner. Guests should be informed that Paradise Canyon is a private community with wholesome family standards. The standard of conduct should be what is appropriate for families with small children. When it comes to the use of the facilities, Owners have priority over guests.

GENERAL USE RESTRICTIONS

In accordance with the CC&Rs, regarding temporary structures: Trailers, tents, shacks, garages, barns, or other outbuildings shall not be placed or used on any residential lot at any time as a residence either temporarily or permanently.

Those using the common facilities to include pools, exercise room, and clubhouse shall have in their possession and visible to others their paddle with identifying Lot number and FOB.

SCHEDULE OF FINES/SANCTIONS

In General:

Paradise Canyon Owners shall be responsible for the improper actions or damages caused by themselves, their residents, tenants, or guests. Fines and/or sanctions will be assessed as set forth below for any violation of the Paradise Canyon Covenants, Conditions, and Restrictions, Bylaws, Rules and Regulations, Board Resolutions, and any posted signs. These rules are set forth herein in accordance with Utah Code Ann. Section 57-8a-208.

1. First Violation:

Violations of the rules set forth above to include those regarding the use of the clubhouse, exercise room, or pools and spas will result in an immediate suspension of Owner use privileges for 30 days. In addition, the Owner will receive a warning describing the violation and the rule violated. If the owner commits a similar violation within one year of the date of the written warning the Owner will be fined \$150 and his privileges will be suspended for 60 days.

2. Continuing Violation:

If a continuing violation occurs the Board will give the Owner a written letter of warning describing the violation and the rule violated and that the condition must be cured **within three days**. In the event the violation is not cured in the time specified the Owner may be fined \$150 without further warning. The Board may impose an additional fine each time the Owner violates the same rule.

Vandalism to the pools, clubhouse, or other common areas, or breaking the rules noted on signage will result in an immediate suspension of facility use privileges for 30 days. The Owner shall be responsible to reimburse the HOA for any and all resulting damages. Conduct constituting Criminal Mischief will be prosecuted in accordance with Utah Law.

3. Request For Hearing

A lot owner who is assessed a fine as set forth above may request an informal hearing before the Board to dispute the fine within 30 days after the day on which the lot owner receives notice that the fine has been assessed.

Variance Requests:

If an owner wishes to obtain a variance to any item, a written request must be submitted to the management company for review by the Board of Directors. The request should state the reason for the variance and, if applicable, the timeframe for the variance.

ASSESSMENTS

Homeowner's Association monthly fees are due on the first day of each month. These fees will be pro-rated for the month of closing.

1. A late charge of \$15.00 will be assessed on dues that are received later than five (5) days after due date.
2. Dues and assessments that are 30 days past due will be charged 18% interest until paid current.

3. Dues and assessments 60 days past due will cause the following to occur: a lien will be filed on the property, key FOB will be turned off, and cable television will be disconnected until paid current. All fees associated with these actions will be the responsibility of the owner.

ANIMALS

1. No dog, cat, or other pet shall be permitted to roam the property unattended, and all dogs, cats, or other pets shall be kept on a leash while outside.
2. No animal may be tethered to any stationary object outside the home.
3. No animal is permitted in or on any recreational facility, including clubhouse and pools.
4. Owners are responsible for any property damage, injury, or disturbance their pet may cause or inflict.
5. Owners shall not permit their animals to bark, howl, or make other loud noises that would disturb neighbors’ rest or peaceful enjoyment of their home or the common grounds.
6. Owners are responsible for the timely removal of waste of their animals from the common and limited common areas.
7. An Owner or resident may be required to remove a pet upon receipt of the third written notice from the Association Board of Directors of violations of any rule, regulation, or restriction governing pets within the property.

CLUBHOUSE

1. Smoking and alcoholic beverages are not allowed.
2. No animals are allowed in the clubhouse or inside any pool enclosure.
3. Homeowners will be charged to replace lost keys or key fobs. A fee of \$60.00 dollars will be charged for the first loss and a fee of \$150.00 dollars will be charged for subsequent losses.
4. Lights and fans must be turned off and doors must be locked after each use.
5. Guests who are under 18 years of age must be supervised by an adult at all times.
6. The Fireplace may only be used and/or operated by an Adult.
7. To use the clubhouse multipurpose room and kitchen a reservation must be made. The owner must make the reservation through F1 Property Management. The person signing the Agreement **MUST** be present during the entire event and accept all terms of the Agreement. For PCHOA Functions there is no Fee or Cleaning Deposit. A non-refundable Fee (as outlined below) is required to use/reserve the Clubhouse. An additional cleaning and damage deposit (as outlined below) will be collected to be refunded after an inspection by the Clubhouse Committee representative is completed after the event. If the premises are not clean and/or any damage has occurred during the event all or a portion of the security deposit will be forfeited. **Only** homeowners can reserve/rent the clubhouse.

Type of Activity	Fee	Deposit
Owner/Resident Wedding and/or Reception	\$450	\$500
Any Other Owner/Resident Event	\$25	\$300
Any event with any food	\$125	\$300
Holidays and Holiday Weekends from November to April	\$100	\$300

8. The Clubhouse may not be reserved on Holidays or Holiday weekends except for November through April for an increased fee.
9. The Pools may NOT be reserved.
10. Clubhouse hours are 6:00 a.m. to 10:00 p.m.
11. Multiple day rentals are not permitted.
12. The Clubhouse may not be used for any commercial purpose.

EXERCISE ROOM

1. No person under the age of 18 is permitted in the exercise room unless supervised by an adult at all times. Said adult must have received the keyfob directly from the Owner.
2. This equipment is restricted to Homeowner and guest use **ONLY**.

SWIMMING POOLS AND HOT TUBS

** No person under the age of 18 years may use the swimming pools or hot tubs unless supervised by an adult at all times. If not the Owner, said adult must have received the keyfob directly from the Owner.

Pool hours: 6 a.m. to 10 P.M.

Note: There is **NO LIFEGUARD ON DUTY** at any time. The pools are for the use of Homeowners and their guests.

1. Children under 18 years of age must be supervised by an adult at all times. If not the Owner, the adult must have received the keyfob directly from the Owner.
2. Shower before using any pool.
3. No oils, soaps, lotions in the pools.
- 4. No diapers in pools (certified swimming diapers only).**
5. No running or diving.
6. No food or drink in the pool area. Water is permitted.
7. No glass or breakable objects.
8. No smoking, No alcohol.
9. No climbing on or jumping from the rocks or pool furniture.
- 10. Dogs and other animals are not allowed in pool enclosures.**
11. Only toys and soft objects designed for pool use are permitted to be placed into the pools. Any Hard Metal Objects are NEVER permitted to be placed into the pools; e.g. chairs and tables.

LANDSCAPING

In general:

The landscaping of this community has been planned and researched so that it complements the natural surroundings and the architecture of the homes. The HOA maintains the front yard and owners are responsible to maintain their backyard.

Changes:

If any **significant** landscaping change is being made (whether by the owner or a person hired to do the work) that alteration requires approval by the Paradise Canyon Homeowners Association. Planting of flowers in the Limited Common Areas (which surrounds an individual

home) is allowed without approval. Homeowners are responsible for care and weeding their portion of the flower garden to the same standards of the ground maintenance crew. Replacing or planting a modestly sized shrub is allowed without approval. Owners must keep their landscape rock replenished as needed and approval for this is not necessary. Any additional landscaping, including but not limited to planting of trees, boundary hedges, fencing, landscape structures or similar significant changes or anything that could impact neighbors, must be approved by the Homeowners Association.

To initiate a landscape change, the homeowner must submit an Architectural Control Committee (ACC) Request to F1 for Board approval. A copy of this form may be obtained from the Paradise Canyon HOA website or from F1 Property Management.

Replacement:

If a plant, tree, or bush dies in the limited common area, the owner of that home is responsible to purchase and pay for the replacement of the plant, tree, or bush. If in the front yard, the HOA landscaper will install the item and set up the watering if the owner sets this up with the landscaper. Trees larger than 15 gallon will not be planted by the HOA. Generally the HOA landscaper provides one planting day each year in the spring. Replacement plants should be rated for cold hardiness in USDA Climate Zone 8, but marginally-cold hardy plants may still die back with sustained cold temperatures. The approved planting list may be obtained from the Paradise Canyon HOA website or from F1 Property Management.

Drainage:

Owners shall not change or interfere with the established drainage design of the property. All water must be kept away from the buildings, walls, and other improvements. Owners will be responsible to repair or replace walls that are damaged as a result of owner watering or drainage issues.

Timers:

The Association landscaper will set the irrigation clock/sprinkler timer for the front yards and owners are not to change any settings that affect the front yard. Any damage caused by a change to the setting will be the owner's responsibility to correct. Owners are welcome to install a separate clock for the backyard at their expense.

Backyards:

Homeowners are completely responsible for the landscaping, watering, weeding and general care and maintenance of their individual home's backyard landscape. The standard minimum landscape will be gravel over the course of the entire backyard. This gravel must be of the same type, color, shape, and size as the gravel in the front yard. Homeowners have an obligation to maintain the landscape in their backyards to the following minimum standards:

1. Areas covered with rock mulch shall be free of weeds and debris.
2. Lawns shall be maintained at a uniform height with edges trimmed.
3. Trees and shrubs shall be free of broken and dead branches. Dead plants and trees must be removed.
4. Fences, arbors, trellises, pergolas, and other approved landscape structures shall be in good repair and refinished as necessary (if originally finished with paint or stain).

Requirements:

Front Yard Requirements: A minimum of one (1) tree and seven (7) shrubs/desert plants/ ornamental grasses arranged in landscape groupings consistent with the character of Paradise Canyon. Any flowers planted must be maintained by the Owner.

Corner Lot Yard Requirements: A minimum of two (2) trees and fourteen (14) shrubs/desert plants/ ornamental grasses arranged in landscape groupings consistent with the character of Paradise Canyon. Any flowers planted must be maintained by the Owner.

Trees:

The Association pays for pruning, maintenance, and removal of dead, damaged and hazardous trees in front yards. Owners are responsible for replacing trees and plants in front yards that have died and/or have been removed. Owners are also responsible to repair or replace walls that are damaged as a result of trees or plants that are planted near or too close to the walls.

Grow Boxes:

With Board approval, grow boxes may be constructed in back yards and vegetable produce may be grown with the exception of corn or any other plant that would be visible from the street. Owners must ensure that said grow boxes are properly maintained, kept free of weeds, and that water is kept away from buildings, walls, or other improvements.

EXTERIOR MAINTENANCE

Each Owner is responsible to maintain the exterior of their Townhome. All homes, including the stucco, garage doors, front doors, and painted driveways must be re-painted or re-finished as necessary. The Board may determine when this must be done by notifying the owner and providing them with a time frame. Any change to the color must be selected among the approved options provided in the Paradise Canyon HOA Approved House and Garage Door Colors Version 2.0, as updated. Before painting, the Owner must submit an ACC Request to F1 Property Management. If the color selected is on the approved color chart the request will be approved without review of the Board. The garage door color should be noted on the ACC Request and must coordinate with the approved house color groupings per the approved color chart.

GARBAGE

All garbage is to be put in the container provided by the City of St. George for each home. All containers may be put out on the street no earlier than the evening prior to pickup and returned no later than the end of pickup day. Owners are responsible to make arrangements to comply with this rule. Owners are responsible to replace broken and missing trash lids in a timely manner. The fine schedule for garbage can violations is first violation: warning, second violation: \$25, third violation: \$50, fourth and ongoing violations: \$150.

PARKING

Parking of recreational vehicles, commercial vehicles, boats, travel trailers, trailers and similar property or equipment, regardless of weight, may not be parked within the properties with the following exceptions:

1. Motor homes or travel trailers may be parked on the street for a maximum of 48 hours for the sole purpose of preparing for a trip or for cleaning up after a trip.

2. Boats may be parked on the street for not more than 48 hours for the sole purpose of preparing for a trip or cleaning up after a trip.
3. Boats and camper trailers may be parked in rear or side yards behind walls and gates not exceeding the height of the wall and may not be visible from the street.
4. All vehicles parking on the street shall park on the side of the street that has a sidewalk. Parking on the side of the street without a sidewalk is prohibited with the following exceptions: Great Basin and Sonoran. Homeowners on Falcon and Primrose and those homes that border the wash shall park on the side opposite the sidewalk. These restrictions are in place to allow emergency vehicles access to our streets.
5. Parking of allowed vehicles should be first in the garage or driveway rather than the street. No vehicles, including boats, trailers, cars, etc., shall be parked on the gravel areas of each lot. Homeowners shall be responsible to pay for any damages to irrigation lines or gas lines that result from parking a vehicle on the gravel.

LIGHTING

Each house must have a minimum of two outside lights working at all times for security purposes. If at least two lights are not working, the owner will be contacted to correct the issue. If the lights are not fixed, the Board of Directors may have the work done and bill the owner for the expense.

RENTERS

1. Pursuant to their lease agreement, Renters are entitled to use HOA facilities and are obligated to abide by all established Rules and Regulations.
2. Homeowners shall be responsible to pay any costs of repair for any damages caused by their Tenants or guests whether done negligently or otherwise. Homeowners are also responsible to pay any fines that result from their Tenant or guest's violation of any rule or regulation of the Association.
3. Homeowners must provide PCHOA, through F1 Property Management, a copy of the City Rental License on every rental.
4. Homeowners must submit the "Paradise Canyon HOA Lease Form" to the association, through F1 Property Management, within thirty days of renting the unit. This form certifies the renter has received a copy of the Paradise Canyon Rules and Regulations and that they have read and understood the same.
5. A fine of \$150 per month will be assessed on any home rented without the City Rental License and a copy of such license and the "Paradise Canyon HOA Lease Form" being tendered to the Association through F1 Property Management within thirty days of renting the unit.
6. All leases must be a for a minimum period of six months, nothing less.
7. No owner may lease less than his entire home.

FIREWORKS

Fireworks or other pyrotechnics may not be used within the Association boundaries at any time.