

# PARADISE CANYON RULES AND REGULATIONS

*Updated March 2019*

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**

Guest: Anyone invited by a Homeowner to use the facilities.

**Note:** Homeowners may at their discretion invite guests to use our facilities, but the homeowner remains the party legally responsible.

1. Homeowners may invite guests to use common area facilities.
2. Except as set forth below, homeowners must provide continuous supervision for youth under 14 years of age during the period of facility use. Children 14-17 must be supervised by an adult at all times.
3. Homeowners are responsible to inform guests of facility rules and regulations prior to use.

## **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.

## **SCHEDULE OF FINES**

In General:

Paradise Canyon Owners shall be responsible for the improper actions or damages caused by property owners and their residents, tenants, or guests. Fines will be assessed as follows for any non-compliance with the Paradise Canyon Covenants, Conditions, and Restrictions, Bylaws, Rules and Regulations, Board Resolutions, and any posted signs:

- |                                 |                                              |
|---------------------------------|----------------------------------------------|
| -First violation:               | Warning, with remedy time of at least 72 hrs |
| -Second and ongoing violations: | \$150 Fine and/or key FOB turned off         |

Depending on the nature of the violation, fines will be per violation or on a monthly basis. The key FOB will generally remain off for 30 days or until the violation is corrected. Further action may be taken as permitted by other governing documents of the Association.

Vandalism to the pools, clubhouse or other common areas, or breaking of rules noted on signage, etc. will result in an immediate fine and the key FOB being turned off for 30 days or until the violation is corrected. The owner shall be responsible to reimburse the HOA for any damages. Conduct constituting Criminal Mischief will be prosecuted in accordance with Utah Law.

#### 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.

For further information on Fines, see Section 11.1 of the Paradise Canyon CC&R's.

#### **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. Doors must be locked after each use.
5. Use of the Clubhouse is limited to persons 18 years of age and older. Children under the age of 18 years may use the facilities if accompanied and supervised by an adult.
6. The Fireplace is to be used and/or operated by an Adult.
7. To use the clubhouse a reservation must be made. To reserve the multi-purpose room of the Clubhouse, the homeowner must contact F1 Property Management. The person signing the Agreement **MUST** be present during the entire event and accepts 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. Those wishing to rent the clubhouse for Thanksgiving or Christmas should submit their name to F1 by August 1<sup>st</sup> and a drawing will be held for use of the clubhouse on those days. The fee and deposit are still required.
9. The Pools may NOT be reserved unless permission is obtained from the PCHOA Board.
10. Clubhouse hours are 6:00 a.m. to 10:00 p.m.
11. Multiple day rentals are not permitted.
12. An owner is the legal owner of a Paradise Canyon lot. A resident is a current resident of a Paradise Canyon home.

### **EXERCISE ROOM**

1. No person under the age of 18 is permitted in the exercise room unless supervised by an adult at all times.
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 and hot tubs unless supervised by an adult at all times.

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 must have a Homeowner present at all times.
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, No diving.
6. No food or drink. Water only.
7. No glass or breakable objects.
8. No smoking, No alcohol.
9. No climbing on or jumping from the rocks.
- 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 should submit a request to the Board via F1 Property Management using the Architectural Application. A copy of this form is posted on the Paradise Canyon website or can be obtained 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. 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. Fruitless olives and palms are no longer recommended as reliably cold-hardy plants for St.

George. Chitalpas have soft wood that is prone to breakage, and are also no longer recommended.

**Drainage:**

Owners shall not change or interfere with the established drainage of the property. All water must be kept away from the buildings, walls, and other improvements.

**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.

**EXTERIOR MAINTENANCE**

Each Owner is responsible for maintenance to the exterior of the Townhome owned. All homes, including the stucco, garage doors, front doors, painted driveways, etc. must be re-painted or re-finished as necessary. The Board may stipulate when this must be done by notifying the owner with a time frame. Any change to the color must be first approved by the ACC.

## **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 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. It is encouraged that no vehicles, including boats, trailers, cars, etc. be parked on the gravel areas of each lot as many of these have irrigation lines buried just beneath the surface and they are easily broken when the gravel is crushed by parking on it. While the HOA usually pays for irrigation repairs in a homeowner's front yard, if a break occurs from parking a vehicle on it, the cost would be passed along to the homeowner.

## **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. Homeowners may delegate their eligibility to use facilities to Renters who shall abide by all established Rules and Regulations.
2. Homeowners, however, shall be considered the responsible party if property is negligently or maliciously damaged by Renters or their guests. Costs of repairs or fines shall be assessed against the Homeowner, and any recourse against Renters shall be the responsibility of the affected Homeowner.
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.

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.

### **ENFORCEMENT**

The Association, the Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, or any rule of the Association, including but not limited to any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure of the Association or of any Owner to enforce any covenant or restriction herein contained or any rule of the Association shall in no event be deemed a waiver of the right of the Association or any Owner to do so thereafter. In the event action, with or without suit, is undertaken to enforce any provision hereof or any rule of the Association, the party against whom enforcement is sought shall pay to the Association or enforcing Owner a reasonable attorney's fee. The Trustees may levy a fine or penalty not to exceed ten percent (10%) of the amount of the maximum annual assessment against any Owner who fails to refrain from violation of these covenants or a rule of the Association, after three (3) days written notice, and opportunity for hearing.