



RULES & REGULATIONS

These Rules & Regulations are established pursuant to the Recorded Declaration & Bylaws (CC&R's) in order to promote enjoyment of the property by the Residents, and to promote the value of homes within the Millcreek Springs project. The quality of lifestyle depends on group effort and cooperation. Courtesy and an awareness of the sensibilities of others are of utmost importance.

As Residents, you are requested to exercise appropriate restraint, moderation, tolerance, and consideration in your conduct and living habits, since they may affect your neighbors. Likewise, you should expect reciprocal consideration from your neighbors. Therefore, please observe the well-known Golden Rule: that is, be as considerate of your neighbors as you would like them to be considerate of you.

Please note that all Rules & Regulations approved and established by the Management Committee are binding upon all Unit Owners & Guests and/or Occupants of the Project. This means that any and all Tenants & their Guests of any Unit are also required to comply with these Rules & Regulations. These Rules are applied to The Townhome Phase, Subdivision No. 1 and Subdivision No. 2 in Millcreek Springs.

DEFINITIONS:

Governing Documents: Governing documents include, articles of incorporation, bylaws, a plat, a declaration of covenants, conditions, and restrictions (CC&Rs), and rules of the association.

Common Areas: Common areas means property that the association: owns; maintains; repairs; or administers.

Limited Common Areas: Limited Common Areas means common areas described in the declaration and allocated for the exclusive use of one or more unit or lot owners.

SECTION 1: PARKING;

1.1 Parking of vehicles in Millcreek Springs is only allowed in the resident's garage, driveway, or a designated open parking stall alongside the buildings. No parking is allowed on the streets (Asphalt) at any time (with the exception of Omni Lane, Sun Rock Way, & Creek Ridge Drive & Circle Residents).

1.2 Owners & Tenants are responsible for their own vehicles and the vehicles of their guests. The HOA will not be responsible for any damage, theft, vandalism or claim of loss or destruction of any vehicle or

belongings of any kind. If Owners have tenants residing in their units, they are also responsible for parking compliance by their tenants and their tenant's guests.

1.3 A maximum of One (1) vehicle only is allowed to be parked in a Unit's driveway at any time in the Townhome phase. No parking is allowed at any time in the common & limited common areas.

1.4 Any vehicle within Millcreek Springs that has an expired registration, flat tire(s), appears to be abandoned or not able to be moved on its own power, or is parked improperly; is subject to fines, penalties and towing as noted in 1.11 below.

1.5 The parking of boats or other watercraft, recreation vehicles, motor homes, buses, trailers, or any commercial, construction or service-related vehicles, or flatbeds, etc. are not allowed anywhere in the development. Determination of those vehicles that are approved or disapproved, to be up to the sole discretion of the HOA Manager.

1.6 No vehicle or other equipment may be dismantled, repaired, or serviced on any lot or unit, except in the garage. Leaks from any vehicles in the street or driveways must be cleaned up immediately. Minor repairs such as changing a tire or replacing a battery, may be done in the driveway, if the duration is less than thirty (30) minutes.

1.7 All vehicles are to be driven or operated only upon the hard surface – asphalt streets, not on any vacant lot or common area.

1.8 ATVs (Both Sport & Utility - All Terrain Vehicles, 4 or 3 wheelers) are not allowed to be parked or driven; on any streets or roads or driveways within Millcreek Springs (Except HOA Maintenance). Trailers with ATVs are not allowed (They may be parked inside garages only) in Millcreek Springs.

1.9 Parking of vehicles in a designated and striped 'No Parking' area is not allowed at any time, and will be subject to immediate towing without notice or verbal warning.

1.10 HOA Maintenance and Management vehicles (Including maintenance trailer) may be parked or driven on any street, common or limited common area, at any time.

1.11 Upon the 1st violation of this Section, a notice will be placed on the vehicle or Unit/Home front door, and (if possible) the Resident will be contacted regarding the violation.

Upon the 2nd violation (If not corrected or cured within 48 hours of the 1st Notice) and any subsequent violations of this Section, a fine in the amount of \$100, and/or towing/impoundment of the vehicle that is in non-compliance will be enforced. This fine may be assessed to the Owner or Resident, to include, any violations of their Guests.

SECTION 2: GARBAGE CONTAINERS & TRASH PICKUP;

2.1 Garbage pick-up is currently scheduled for Fridays by Washington City (or their contractor). Containers should be placed at the curb and not block any driveway.

2.2 Containers are not allowed to be placed outside the Unit/Lot for pickup before 6:00 P.M. on Thursday evening. **Within 24 hours following pick-up on Friday, all containers must be stored inside the garage, or on the rear patio or side of each unit or home. No containers are allowed to be stored at any time in the front of the units or homes.** The Blue (Recyclables) container is picked up by the City every other week (not every week).

2.3 Owners and Residents are responsible to ensure that the lid and their container are secure, in order to prevent any garbage from blowing or spilling out into the street or common areas.

2.3 Owners and Residents are responsible for damaged or missing containers. Current replacement costs will be charged by Washington County Solid Waste.

2.4 Violations of this Section may result in a fine being imposed upon the Owner or Resident of that Unit or Home in the amount of \$50.00 for every day of non-compliance.

SECTION 3: GENERAL NUISANCE, NOISE, SMOKING, & ODORS;

3.1 No unlawful, obnoxious, or offensive activity shall be conducted within or around any home or unit, upon any lot or part of the Association property, 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 Resident of their respective dwelling or which shall in any way increase the insurance premium of the Homeowners Association.

3.2 Excessive and continuing noise; such as barking dogs, yelling or screaming, playing a loud musical instrument or electronic equipment, such as TVs, loud automobile engines, sound amplification equipment, external speakers, bells, horns, whistles, and similar devices, excluding security devices, shall not be allowed.

3.3 Any excessive noise or sound which can be heard outside the windows, walls or doors of a Unit/Lot shall constitute unacceptable noise and will therefore constitute a violation of this section.

3.4 Smoking shall not be allowed in the Playground area, the Pool areas, or within 25 feet of the exterior of any Building, Unit or Home within Millcreek Springs. Residents are required to prevent smoke from drifting outside their unit or home by keeping their windows and doors closed while smoking.

3.5 Any noxious, hazardous, unsafe, or annoying odors shall not be permitted at any time.

3.6 In case of conflict, the definition of what constitutes a violation of this section rests solely within the discretion of the Manager.

Violations of this section may result in a fine being imposed upon the Owner or Resident of that Unit or Home in the amount of \$100.00, for each and every occurrence. Upon two or more violations of this section, Owners shall be required to immediately evict any Tenants who are occupying their Units, upon notification by the Manager.

SECTION 4: PETS / ANIMALS;

4.1 No pet shall be kept or harbored in the project unless the same in each instance is expressly permitted by the management committee.

4.2 In no event shall pets be permitted outside any Unit or Home in Millcreek Springs community unless they are carried or attached to a leash.

4.3 Pets are not allowed to be tethered or tied to anything outside the Resident's Unit or Home. Dogs may be off-leash in an enclosed fenced rear yard (Phases 1 & 2 only) if the Owner or Resident is physically present, otherwise, a dog cannot be loose in the rear yard or in a kennel in the yard at any time.

4.4 Only one (1) pet less than 20 pounds (such as a cat or dog) may reside in any one Unit or Home (Except for qualified dogs under the Fair Housing Exemption by a licensed Health Care Provider).

4.5 Legally kept aquariums of fish (containing less than 100 gallons of water) and caged small animals (such as birds, gerbils and reptiles) shall not require the consent of the HOA, so long as such animals do not become a nuisance.

4.6 No aggressive dogs, including, but not limited to; pit bulls, rottweilers, and dobermans, shall be allowed.

4.7 Any domesticated household pets allowed hereunder shall be kept indoors during the hours of 10:00 P.M. to 6:00 A.M.

4.8 Owners or Residents are responsible to promptly clean up any waste droppings from their pets and properly dispose of the waste. Any damage or destruction caused by any household pet shall be the sole responsibility of the Owner or Resident allowing such pet in the Unit or Home.

4.9 **All dogs must be registered with the HOA**; which includes 1) providing proof of a current and valid License from Washington City or from another Municipality or County (if not a full-time Resident) and name, breed, sex, color, age and weight of the dog; 2) proof of a current rabies vaccination certificate (Rabies vaccinations shall be given by a licensed veterinarian, every three (3) years); 3) provide a current photo of the dog; **4) all information regarding the dog must be submitted within seven (7) days of moving into Millcreek Springs** (along with the HOA Lease form).

Please send all submissions to the Manager at:

Millcreek Springs HOA
PO Box 910524
St. George, UT 84791-0524

4.10 No dogs other than those that are registered with the HOA are allowed in Millcreek Springs. This means; dogs of visiting family, friends or other guests are not allowed at any time.

4.11 Any pet over 20 pounds is required to be permanently removed from Millcreek Springs upon notice from the Manager.

4.12 The Owner or Resident shall indemnify the Manager and Management Committee and hold it harmless against any loss or liability of any kind, whatsoever, arising from or growing out of having any pet in the project.

4.13 Any violation of this section may result in a fine being imposed upon the Owner and/or Resident of the Unit or Home where the pet resides, in the amount of \$50.00 per violation. Each day of non-compliance will be considered a separate violation.

An Owner or Resident may be required to remove a pet from Millcreek Springs upon notice from the Manager for a 2nd violation of this section. A fine of \$50.00 per day will be imposed if the pet is not removed immediately following the notice given by the Manager.

SECTION 5: PAYMENTS;

5.1 All payments of the monthly Assessments are due and payable on the 1st day of each month. Any payments received after the 10th day of the month, will incur a late fee of 10% of the outstanding balance.

In addition, interest will be charged on the outstanding balance at the rate of 12% per annum until paid in full. Payments by check that are returned by the Bank for insufficient funds may be assessed a \$25.00 fee.

5.2 Payments should be sent to: Millcreek Springs HOA, PO Box 910524, St. George, UT 84791-0524. Payments can also be made at www.millcreeksprings.com

5.3 Owner Accounts that are past due for sixty days or more will be subject to a Lien being filed on the Owner's Unit or Home and a Lien Administrative Fee being imposed in the amount of \$150.00, plus recording costs, and any other costs associated with collecting the outstanding balance owed; including attorney's fees. In addition, Owner's voting rights, and pool use privileges may be suspended until the account is brought current.

SECTION 6: FRONT PORCHES, PATIOS, BARBEQUES & OTHER LIMITED COMMON AREAS;

6.1 Residents shall maintain front porches, driveways, patios, decks, and barbeques, and limited common areas in a clean, neat and orderly condition and appearance. Front porches, driveways, patios and decks, and limited common areas are not intended as storage areas and are not to be used as such. Boxes, tires, garbage, or any other item, except patio or deck furniture, are not allowed on the front porch, driveway, patio, deck or limited common area of any Unit or Home.

6.2 Barbeque equipment or grills are not allowed to be stored in the fronts of any Unit or Home.

6.3 During usage, all Barbeques are required to be a minimum of two (2) feet away from the exterior wall of the Unit or Home.

6.4 Fire Rings with a spark arrester are required for any open flame/wood burning fires.

6.5 Violations of this Section may result in a fine being imposed upon the Owner or Resident in the amount of \$50.00 for each violation. Each day of non-compliance will be considered a separate violation.

SECTION 7: GARAGE SALES;

7.1 A Resident shall only be allowed to hold or conduct a garage sale of personal property, no more than two (2) days during a calendar year. Hours for the sale shall be limited to 7:00 AM until 7:00 PM.

7.2 Only one (1) sign advertising the sale shall be allowed in the front yard of the Resident, not to exceed four (4) square feet in size (maximum 2 feet by 2 feet). No other directional signs are allowed anywhere in Millcreek Springs. The Sign may only be displayed during the sale hours.

7.3 Violations of this Section may result in a fine being imposed upon the Owner or Resident in the amount of \$50.00 for each violation.

SECTION 8: POOL RULES;

8.1 Use and entry to the Pool is permitted by Residents (Homeowners and/or their Tenants) using the Keyfob issued by the Association. Any guests must be accompanied by an Adult Resident (18 years or older). Persons 14 years old and under must be accompanied by an Adult Resident.

8.2 Pool hours are 9:00 AM to 10:00 PM, Monday through Sunday. The pool season is generally from May 1st to October 1st of each year.

8.3 There is No Lifeguard on Duty. Owners & Residents and Guests assume all responsibilities for their actions and understand that use of the Pool facility is at their own risk.

8.4 All Owners & Residents who desire to be issued a Keyfob and have access to the Pool shall be required to sign the Pool Keyfob Agreement form and the Pool Liability Waiver.

8.5 Owners, Residents and their guests using the pool area are responsible for cleaning up after themselves. In consideration for other Residents, please limit guests to 6 per household each day.

8.6 **No pets, food, smoking, or alcohol is permitted. No glass containers of any kind are allowed.**

8.7 Offensive behavior, dress or language is prohibited.

8.8 No climbing on the rocks, fencing, or any part of the landscaping is permitted at any time.

8.9 A shower is required before entering the pool. Soap from the shower area is not to be placed, or washed off, in the splash pad at any time.

Pool users shall follow & comply with all issued Health Department rules/guidelines for ALL communicable diseases/viruses including social distancing, sanitizing, and not entering or using these facilities if experiencing symptoms.

8.10 No diving is allowed. No running or rough play is allowed. Bathers should not swim alone.

8.11 Any child under three years old, any child not toilet trained, and anyone who lacks control of defecation shall wear a water resistant swim diaper. Swim diapers and waterproof swimwear shall have waist and leg openings fitted such that they are in contact with the waist or leg around the entire circumference.

8.12 Diapers shall be changed only in the restrooms and shall not be changed poolside. The person or persons who change the diaper must wash their hands thoroughly with soap before returning to the pool. The diapered person must undergo a cleansing shower before returning to the pool.

8.13 The entrance gate to the pool area is to be closed at all times. Pool use after hours is prohibited. Persons found in the pool area without the properly issued Keyfob/Lanyard may be arrested for criminal trespass.

8.14 The Management Committee and/or its Manager reserve the right to deny access and use to anyone at any time.

8.15 If any Homeowner has an unpaid balance owing to the Association, their (and their Tenant's) pool use privileges may be suspended until their account is paid in full.

8.16 A Pool Keyfob/Lanyard may also be required to be surrendered, and Pool privileges revoked, at the request of the Manager, resulting from any non-compliance.

8.17 Any violation of this Section may result in a fine being assessed to the Owner or Resident in the amount of \$50.00 for each and every occurrence resulting from their non-compliance, or the non-compliance of their Guests.

SECTION 9: RENTERS & TENANTS;

9.1 Owners may delegate their eligibility to use facilities to Renters who shall abide by all established Rules & Regulations. Owners, however, shall be considered the responsible party if property is negligently or maliciously damaged by their Renters or their Renter's guests. Costs of repairs and/or fines shall be assessed against the Owner, and any recourse against Renters shall be the responsibility of the affected Owner.

9.2 The CC&Rs have been amended to include the following Lease / Rental Restrictions that apply to Millcreek Springs Subdivision Phase 1 and Phase 2 only. **This Section (9.2 thru 9.4) does not apply to the Townhome Phase.**

No more than Forty Nine Percent (49%) of the Units or Lots of the HOA may be leased or rented at any given time to a Third Party.

Any Unit or Lot Owner engaged in leasing or renting activities must, upon the sale or conveyance of said Unit or Lot, notify any potential buyer or person taking title that no more than Forty Nine Percent (49%) of the Units or Lots of the HOA may be leased or rented at any given time to a Third Party.

For the purpose of this provision, "Third Party" shall be defined as any person or entity who is not an Owner as that term is defined in the Declaration and is someone other than the Unit or Lot Owner's parent, child, or sibling.

9.3 As of July 28, 2015, all Unit or Lot Owners that currently have valid signed leases in place and have registered their Tenants using the HOA Lease Form, as required by the Rules & Regulations, will be able to continue to lease/rent their units or homes subject to the following;

9.3.1 Should a Unit or Lot Owner discontinue leasing or rental activities and re-occupy their property, their approval to rent/lease will terminate and they will be subject to the Waiting List procedures should they desire to lease or rent their unit or home in the future.

9.3.2 Subsequently, a unit or lot owner that has a vacancy with no Tenant in place for a period of three (3) months from the last Tenant's occupancy will forfeit their approval to rent or lease.

9.3.3 The opportunity to lease or rent shall be assigned to the Unit only. The Owner may not transfer the right to lease or rent to another unit or lot they may own in Millcreek Springs.

9.3.4 Upon the Sale or Transfer of Title to a new Owner, a current valid Lease may be assigned to the new Owner and continue with the approval for that Unit or Lot to be Tenant-Occupied.

9.4 **As of July 28, 2015, All Owners that currently do not have Tenants that are approved by the HOA and desire to Rent or Lease their Unit or Home, must follow the Waiting List ('List') Procedures outlined;**

9.4.1 Owners seeking to be placed on the List must notify the HOA Manager in writing of their intent by filling out, signing, and submitting the Notice of Intent to Lease or Rent form. This form can be found in the Documents section of the HOA's website at www.millcreeksprings.com .

9.4.2 The List shall be kept in chronological order based on the date and time the Notice of Intent to Lease or Rent has been received by the HOA Manager as determined by the date and time stamp on the

required email submission. All submissions must be sent to lavelleprince@msn.com . Once entered on the List, the Owner will be notified by the HOA Manager and informed of their position on the List.

9.4.3 When there is an opening for an additional unit or home to be approved for lease or rent in Millcreek Springs, while still maintaining the maximum 49% of units or homes leased or rented, the Unit Owner in the top position on the List will be notified by the HOA Manager by email and will have Ten (10) calendar days to submit a valid signed Lease or Rental Agreement and the HOA Lease form to the HOA Manager, or they will forfeit their position and will be placed at the bottom of the List, and the next Owner on the List will be notified.

9.4.4 Owners of newly completed units and homes that have received their Certificate of Occupancy from Washington City and start the mandatory membership in the HOA, will be eligible to submit the required Notice of Intent to Lease or Rent form as of the Date on the signed Certificate. They will be placed at the bottom of the List and then follow the above procedures. They should also submit with the Notice of Intent, a copy of the Certificate of Occupancy.

9.5 Any Unit or Lot Owner who disregards or violates the above requirements and procedures will be subject to fines in the amount of Fifty Dollars (\$50.00) per day until they are in compliance and may be subject to other penalties, including losing the privilege to lease or rent their unit.

9.6 No daily or weekly rental of any Unit or Home in Millcreek Springs is allowed, including using a Listing Service such as AirBnB, VRBO or other listing services. All rentals/leases shall be for a minimum period of Thirty (30) days or longer.

9.6.1 Violations of 9.6 may result in a fine being imposed upon the Owner of the Unit or Home, in the amount of \$100.00 for each day that the Unit or Home was or is in non-compliance.

9.7 Owners must submit the “Millcreek Springs HOA Lease Form”, together with a copy of the signed lease, to the Homeowners Association, through its Manager, **within seven (7) days** of renting/leasing their Unit. This Form also requires the signed acknowledgments of the Owner and the Renter that they have received a copy of the CC&Rs, Bylaws, and Rules & Regulations of the Association.

9.8 If an Owner shall at any time lease his or her Unit or Home and shall default in the payment of Common Assessments, the Management Committee or the Manager may, at its option, so long as such default shall continue, demand and receive from any tenant of the Owner the rent due or becoming due, and the payment of such rent to the Management Committee or Manager shall be sufficient payment and discharge of such tenant and the Owner for such assessments to the extent of the amount so paid. **This paragraph is to be incorporated into every lease agreement entered into by and between an Owner and his or her tenant.**

9.9 A fine in the amount of \$150.00 will be assessed to any Owner who is renting their Unit or Home and has not submitted the “Millcreek Springs HOA Lease Form”, along with a signed copy of the Lease, to the Association through its Manager **within seven (7) days** of renting/leasing their Unit.

The signed “Lease Form” and the signed copy of the Lease should be sent to:

Millcreek Springs HOA
PO Box 910524
St. George, UT 84791-0524

Or emailed to: LaVelle Prince at lavelleprince@msn.com

SECTION 10: SIGNS;

10.1 Only one (1) Real Estate Brokerage or For Rent sign, with a maximum size of 2 feet by 2 feet, may be placed in the front yard of the Unit or Home or in a front window.

10.2 A total of Two (2) small (less than 18 inches in height, stick-in-the-ground type) Security or Alarm signs may be placed in the front and rear yard of the Unit or Home.

10.3 The flag of the United States of America, no larger than 3 feet by 5 feet, may be displayed.

10.4 A total of One (1) political sign or sports team sign, not larger than 2 feet by 2 feet, **OR** a total of One (1) political or sports team flag/banner, not larger than 3 feet by 5 feet may be displayed at any given time by a Unit or Home.

10.5 Violations of this Section may result in a fine being imposed upon the Owner or Resident in the amount of \$50.00 for each violation. Each day of non-compliance will be considered a separate violation.

SECTION 11: NOTICES

11.1 All notices of the Association may be sent by any of the following methods; 1) United States Postal Service or Private Carrier mail, 2) Electronic transmission, including text message, email, or the Association's website.

SECTION 12: FINES & PENALTIES

12.1 A written warning will be given for the first violation of the Rules of all of the Sections incorporated herein, with a period of forty-eight (48) hours for the Lot or Unit Owner or Resident to cure the violation(s). If the violation(s) are not cured or corrected after this forty-eight (48) hour period, a fine may be imposed in the amount described in each Section.

12.2 Within One (1) Year after the day which a Lot or Unit Owner or Resident is given a written warning, and another violation of the same rule or provision identified in the written warning is committed; a fine may be imposed without further warning.

12.3 A Lot or Unit Owner who is assessed a fine may request an informal hearing before the Board to dispute the fine within thirty (30) days on which the Lot or Unit Owner received notice that the fine is being assessed.