



## AMELLAYI RESIDENCES

### RULES AND REGULATIONS

These Rules and Regulations (“**Rules**”) govern the use of the Ameyalli Residences and the co-ownership program, and supplement the obligations of the Owners provided in the Declaration of Covenants, Conditions, Easements and Restrictions for Ameyalli Residences (“**Declaration**”). In the event of any conflict between these Rules and the Declaration, the Declaration shall control. All Owners and Guests shall be bound by these Rules and by standards of reasonable conduct whether covered by these Rules or not.

The Board has the responsibility to make such other rules and regulations from time to time or to amend these Rules as may be deemed necessary for the safety, care and maintenance of the Property and to improve the comfort and enjoyment of all Owners and Guests. The Board has the full authority and responsibility of enforcing these Rules.

The capitalized terms used in these Rules shall have the meanings given to them in the Declaration, except as expressly otherwise provided herein. If inconsistent with these Rules, the Declaration and the Bylaws shall prevail, in that order.

1. Occupancy. Occupancy of a Club Residence shall be in accordance with these Rules.
2. Check-In and Check-Out Time. Check-in time shall be 4 P.M. (“**Check-In Time**”) on the first day of a Club Owner’s Use Period. All Owners and Guests shall remove all personal belongings from, and vacate the Club Residence no later than 11 A.M. (“**Check-Out Time**”) on the last day of their Use Period, unless otherwise agreed to by the Manager.
3. Maximum Occupancy. The maximum overnight occupancy in a Club Residence is twelve (12) persons, as disclosed in the Utah Property Report.
4. Inventory of Club Residence Furnishings; Damage. Upon check-in at the Club Residence, each Owner or Guest will be given an inventory schedule that lists all of the furniture and furnishings that should be contained within the Club Residence. Each Owner or Guest should inspect the Club Residence carefully and promptly report to the Manager any discrepancies between the inventory schedule and such items as are actually contained within the Club Residence, together with the condition thereof. If an Owner or Guest fails to report any such discrepancy and a particular item is found to be damaged (beyond normal wear and tear) or missing immediately following the end of such

Owner's or Guest's occupancy period, such Owner or Guest shall be charged for the cost of repairing or replacing such item. In general, any other damage or loss to a Club Residence must be promptly reported to the Manager as soon as possible after check-in. Owners and unaccompanied Guests may be charged for any damage or loss to the Club Residence that is not promptly reported at check-in.

5. Housekeeping Service. Mandatory housekeeping services will be provided in a Club Residence prior to check-in of each Owner. Additionally, mandatory housekeeping services will be provided mid-week during an Owner's Use Period. The cost of these mandatory housekeeping services during an Owner's Use Period will be charged at the end of the occupancy and shall be paid by Owner by credit card. Common area and maintenance period housekeeping services for all Residences, including annual maintenance services, will be a part of the Assessment. If additional housekeeping services are requested or if additional cleaning services are required as set forth below, an Owner will be charged additional housekeeping fees during their occupancy. If an Owner or Guest requests or causes additional cleaning or housekeeping services over and above that which is provided herein, then such Owner will be charged an additional fee for such additional service.

6. Utilities. The cost of utilities (power and gas) during an Owner's Use Period will be charged to the Owner's credit card at the end of the occupancy and shall be paid by credit card.

7. Linens. Each Owner shall be furnished with a set of linens and towels within a Club Residence to be used by that Owner and their Guests during the Owner's Use Period.

8. Credit Card. Each Owner shall provide a valid approved credit card to which the Owner authorizes the Manager or authorized representative to charge any Club fees, including housekeeping services and utility fees at the end of an Owner's Use Period. Owner further authorizes the Manager or authorized representative to charge all Assessments quarterly. Owners shall be obligated to keep a valid approved credit card on file with the Club at all times.

9. Personal Items. Owners and Guests are responsible for personal items brought into the Club Residence or stored at the Project. Neither the Manager nor the Association is responsible for any personal items left by Owners or Guests in a Club Residence upon departure. Items left in a Club Residence and not claimed will be disposed of after thirty (30) days.

10. Guests. Each Owner is responsible for the conduct of such Owner's Guests and for all financial obligations incurred by such Guests at the Club Residence. Each Owner shall notify the Manager in writing of the arrival and departure dates for any Guests.

11. Emergencies. In case of an emergency originating in or threatening the condition of a Residence or portion of the Property, or the health or safety of any person, the Board, through an authorized representative thereof, including but not limited to the Manager,

shall have the right to enter any Residence for the purpose of remedying or abating such emergency. In order to facilitate such right of entry, the Board and the Manager may retain a key to each Residence. Further, in the case of a weather emergency the Board or its authorized representative may call for evacuation of the Residence, in which event all occupants shall evacuate immediately.

12. Transfer of Club Interest. All transfers of Club Interests shall be governed by the terms, conditions and restrictions contained in the Declaration and Utah law. Immediately upon any transfer of a Club Interest as permitted by the Declaration, an Owner shall give written notice thereof, by registered or certified mail, to the Manager. The notice shall be accompanied by a correct copy of the deed of transfer, pursuant to which title was transferred to the new Owner. Upon any transfer, whether by foreclosure or otherwise, the transferee must pay a Five Hundred Dollar (\$500.00) as a Transfer Fee and/or cause the seller to pay any delinquent Assessments and late penalties.

13. Code Access. Prior to commencement of an Owner's Use Period, the Manager will provide the Owner with a specific code that will enable access through the front door. The code is to be used throughout the Owner's Use Period. Upon departure by the Owner at the conclusion of the Use Period, the Manager will change the access code for the next Owner.

14. Smoking. No smoking is permitted within any Residence but is permitted on the outside decks of a Residence.

15. Pets. Up to two (2) dogs are allowed anywhere within a Residence or on the Common Areas. No other household pets or animals, birds, reptiles shall be permitted in the Residences or on the Common Areas. All pets must be leashed while outdoors and the pet owner is responsible for cleaning up after his or her pet. The conduct of pets must not interfere with the rights and privileges of the neighbors of the pet-owning Owners or other Owners. If there are any disturbances or complaints from other Owners or Guests, Manager may require that such pets be removed from the Property. Additional fees and cleaning charges will be assessed to an Owner, as established by the Association, when pets reside in the Residences. Unaccompanied Guests may not bring animals or pets on the Property. Specific Pet Residences will be identified by the Association for use by Owners with pets. The Board reserves the right to establish additional rules regarding Pets.

16. Parking. No parking shall be permitted, except in designated parking areas. All supplemental and posted rules and regulations relating to parking must be observed. No recreational vehicles of any type, boats, trucks and vans over 3/4 ton, with the exception of Association vehicles, may be operated, parked, stored or brought onto the Property without the consent of the Manager. No vehicle belonging to an Owner or Guest shall be parked in such manner as to impede or prevent ready access to any entrance or to any exit within the Property by another vehicle. The driveways are for the benefit of Owners whose access to their Residence is provided by such driveway, and who shall have priority use rights and access to such driveway. The Association is not responsible for lost/stolen/damaged vehicles or other property of Owners or Guests. Damage to vehicles

and other objects or Property shall be the responsibility of the person causing the damage. This includes any damage that may occur if a vehicle is required to be towed from being improperly parked. Vehicles within the Property shall be driven only at a safe speed and never more than the posted speed limits. Drivers are expected to observe traffic signs for the safety of all. Owners shall move their vehicles at the request of the Manager when necessary to facilitate snow removal.

17. Soliciting. No commercial soliciting is permitted within the Property at any time by any Owner, Guest, or member of the general public except for the Developer's efforts to market Club Interests.

18. Additional Rules and Regulations; Amendments. The Developer and the Association reserves the right to promulgate from time to time such additional rules and/or to amend these Rules as may be deemed necessary or desirable for the proper regulation and use of the co-ownership program, in the Declarant's sole discretion, without the consent of the Association or Owners.

19. Restricted Activities.

(a) Offensive Activities. All unlawful, obnoxious or offensive activities are prohibited in any Residence or other area of the Property, and the Manager is authorized to enforce these restrictions.

(b) Noise. Owners and Guests shall control noise and activities so as not to disturb other occupants. All noises from whatever source shall be controlled so that they shall not disturb or annoy other Owners and their Guests. Electronic devices must not be played at a volume which interferes with the enjoyment of others.

(c) Changes To The Club Residences. No Owner may make structural changes, reorganize or remove the furnishings, wall hangings, floor coverings, or decorations of any kind within the Club Residence. Furniture, furnishings and equipment of the Club have been provided for the safety, comfort and convenience of all Owners and Guests and shall not be altered, extended, removed or transferred to other areas.

(d) Changes To The Project. No Owner may change, reorganize, remove or deface the Project.

(e) Antennas. No aerials, receivers or antennas of any kind shall be attached to, or hung from, the exterior of a Residence without the prior written consent of the Board.

(f) Equipment And Vehicles. Bicycles and other recreational items or equipment shall not be left or allowed to stand on any part of the premises outside a Residence for extended periods of time.

(g) Hazardous Materials. Dangerous or unlawful substances may not be stored, introduced or used within a Residence. No hazardous materials, including but not limited to any materials which are flammable, subject to combustion, the fumes of which may be toxic or repugnant, or which are subject to spoilage over time, shall be

allowed in any storage facility. All Owners are advised to inquire with the Manager if in doubt regarding whether a particular item may be stored within a Residence.

(h) Signs. Except as may be used by the Developer as part of its sales and marketing program, no signs, flags or advertising devices of any nature, including, without limitation, political, informational or directional signs or devices, shall be erected or maintained on any part of the Property, except as may be necessary temporarily to caution or warn of danger.