

accordance with its authority, and any failure to comply with any of the provisions thereof shall be grounds for an action by the Association or other aggrieved party for injunction relief or to recover any loss or damage resulting therefrom.

24. Indemnification of Board of Trustees. Each member of the Board of Trustees shall be indemnified and held harmless by the Association of unit owners against all costs, expenses and liabilities whatsoever, including, without limitation, attorney's fees, reasonably incurred by him in connection with any proceeding to which he may become involved by reason of his being or having been a member of said Board of Trustees; provided, however, the foregoing indemnification shall not apply if the loss, expense or liability involved resulted from the willful misconduct, gross negligence or other intentional act of the member.

25. Amendment. Any amendment to this Declaration shall require: (a) the affirmative vote of at least two-thirds (2/3) of all Class A membership votes which members present in person or represented by proxy are entitled to cast at a meeting duly called for such purpose; and, (b) so long as the Class B membership exists the written consent of Declarant. Written notice setting forth the purpose of the meeting and the substance of the amendment proposed shall be sent to all members at least ten (10), but not more than thirty (30), days prior to the meeting date. The quorum required for any such meeting shall be as follows: At the first meeting called the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the Class A membership shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called (subject to the notice requirement set forth in the foregoing portion of this section 25) at which a quorum shall be one-half of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting. Any amendment authorized pursuant to this section shall be accomplished through the recordation of an instrument executed by the Association (and by the Declarant if the Class B membership then exists). In such instrument an officer or director of the Association shall certify that the vote required by this section for amendment has occurred. Notwithstanding anything herein contained to the contrary, until eighty percent (80%) of the units in the Development have been sold to purchasers, Declarant shall have, and is hereby vested with the right to unilaterally amend this Declaration as may be reasonably necessary or desirable; (a) to more accurately express the intent of any provision of this Declaration in light of then existing circumstances, information or mortgagee requirements, or (b) to better insure, in light of then existing

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circumstances or information, workability of the Arrangement which is contemplated by this Declaration.

26. Notices. Any notice required or permitted to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly furnished if delivered or mailed, postage prepaid, to the person named as the owner, at the latest address for such person as reflected in the records of the Association at the time of delivery or mailing. Any notice required or permitted to be given to the Association may be given by delivering or mailing the same to the Managing Agent or the President of the Association.

27. Consent in Lieu of Vote. In any case in which this Declaration requires for authorization or approval of a transaction the assent or affirmative vote of a stated percentage of the votes present or represented at a meeting, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from members entitled to cast at least the stated percentage of all membership concerned. The following additional provisions shall govern any application of this paragraph 27:

23125A (a) All necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by any member.

(b) The total number of votes required for authorization or approval under this paragraph 27 shall be determined as of the date on which the last consent is signed.

(c) Except as provided in the following sentence, any change in ownership of a unit which occurs after consent has been obtained from the owners thereof shall not be considered or taken into account for any purpose. A change in ownership which would otherwise result in an increase in the total number of Class A votes outstanding shall, however, be effective in that regard and shall entitle the new owner to give or withhold his consent.

(d) Unless the consent of all members whose memberships are appurtenant to the same unit are secured, the consent of none of such members shall be effective.

28. Reserve Fund. The Association shall establish adequate reserve to cover the cost of reasonably predictable and necessary major repairs and replacements of the common areas and exterior maintenance and shall cause such reserve to be funded by regular monthly or other periodic assessments against the unit owners (and not Declarant) rather than by special assessments.

29. Lease Provisions. Any owner may lease his unit, provided, however, that any lease agreement between a unit owner and a lessee must be in writing and must provide, inter alia, that:

(a) The terms of the lease shall in all respects be subject to the provisions of the Declaration, Articles of Incorporation of the Association and the By-Laws; and

(b) Any failure by the lessee to comply with the terms of such documents shall constitute a default under the lease.

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30. Reciprocity Concerning Recreational Facilities. Declarant has and probably will create other residential developments, whether condominiums or otherwise, in the general vicinity of the Development which may contain recreational facilities (the Amenities) different from that contained in the Development. Declarant has previously created a development known as The Park at Green Valley, whose recreational amenities are subject hereto. Accordingly, if and when such other developments have been created, the unit owners of this Development may have the privilege of using and enjoying the amenities of other developments created by Declarant subject, however, to the reciprocal right of owners in said other developments to use and enjoy the amenities of this Development. Such right shall vest when, and if, the majority of owners (without regard to quorum) of each affected association vote for such reciprocity. No rights shall be conferred unless so approved by each affected association. Reciprocity provided hereunder shall be subject to such reasonable rules and regulations as the respective owners Associations may promulgate from time to time.

31. Declarant's Sales Program. Notwithstanding any other provision in this Declaration, until Declarants cease to be a unit owner or the expiration of six (6) years after the date on which this Declaration is filed for record in the office of the County Recorder of Washington County, Utah, whichever first occurs (hereinafter referred to as the "Occurrence"), Declarants shall have the following rights in furtherance of any sales, promotional, or other activities designed to accomplish or facilitate the sale of all units owned by Declarants:

(a) Declarants shall have the right to maintain sales office and/or model units. Such office(s) and/or model unit(s) may be one or more of the units owned by Declarants, one or more separate structures of facilities placed on the property for the purpose of aiding Declarant's sales effort, or any combination of the foregoing.

(b) Declarants shall have the right to maintain a reasonable number of promotional, advertising, and/or directional signs, banners or similar devices at any place or places on the property, but any such device shall be of a size and in a location as is reasonable and customary.

(c) Declarants shall have the right to use the common areas and facilities of the project to facilitate unit sales, provided said use is reasonable as to time and manner.

Declarants shall have the right from time to time to locate or relocate Declarants' sales office, model unit and/or signs, banners or similar devices, but in connection with each such location or relocation shall observe the limitations imposed by the preceding portion of this paragraph 31. Within a reasonable period of time after the happening of the Occurrence, Declarants shall have the right to remove from the Project any signs, banners or similar devices and any separate structure or facility which was placed on the property for the purpose of aiding Declarants' sales effort.

32. Limitation on Improvement by Association. Until the Occurrence described in paragraph 31, the Association shall not, without written consent of the Declarants, make any improvement to or alteration in any of the common areas and facilities, other than such repairs, replacements, or similar matters as may be necessary to properly maintain the common areas as originally created or constructed by Declarants.

33. Annexation of Additional Land.

(1) Annexation by Declarant. Declarant expressly reserves the right and option to expand the property subject to this Declaration by the annexation of all or part of Phase II land described at Exhibit "A" hereto. The annexation of such land shall become effective upon the recordation in the office of the County Recorder of Washington County, Utah, of a Supplementary Declaration which (i) describes the land to be annexed or incorporated by reference to the description contained in Phase II portion of the Plat, (ii) declares that the annexed land is to be held, sold, conveyed, encumbered, leased, occupied and improved as part of the property subject to the Declaration, and (iii) sets forth such additional limitations, restrictions, covenants and conditions as are applicable to the annexed land. Declarant shall have the right to dedicate some of the units in Phase II to shared ownership or time period units (as defined by the act) in which case Declarant shall file an appropriate supplementary Declaration calling for any such unit to bear its proportionate share of additional costs of maintaining the interior of the unit or other costs generated solely by such shared ownership program or sale of time period units. Declarant may also dedicate existing units in Phase I to shared ownership or time period units upon the same condition respecting costs of administration. When such annexation becomes effective, the annexed land shall become part of the property. Such annexation may be accomplished in one or more annexations, it being the right of Declarant, without limitation, to annex any portion or all of Phase II property at any time, and in any sequence within the limitations set forth below.

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(2) Limitation on Annexation. Declarant's right to annex said land to the property shall be subject to the following limitations:

(a) The annexed land must be part of the land which is Phase II Land as of the date of this Declaration.

(b) Declarant shall not effectuate any annexation of land which would cause the total number of living units existing on, or planned for, the total property to exceed 297 units, with a maximum of 20 units per acre annexed.

(c) Declarant's right to annex land to the property shall expire seven (7) years after this Declaration is filed for record in the office of the County Recorder of Washington County, Utah, unless such option is terminated by filing of appropriate documents constituting an election to terminate the option, which may only be elected by the Declarant in their sole discretion.

(d) Declarant's right to annex Phase II property shall not be limited by a consent or lack thereof by unit owners or the Association.

(e) Any unit added shall be architecturally compatible to the Phase I Buildings, as determined by Declarant in their sole discretion, but no assurances can be given as to the precise design, layout, site design or materials to be used in construction, or the precise common area and related improvements, or limited common area.

(f) All units to be added to Phase II shall be used exclusively for residential purposes (except common areas and limited commons, which shall be used for the same purposes and in the same manner as such are in Phase I). The meaning of "residential purposes" shall include use by owners as recreational or vacation property, or shared ownership of units, or time period units.

(3) Supplementary Declaration. The annexation authorized under the foregoing paragraph shall be made by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions or similar instrument, with respect to the additional property which shall extend the plan of this Declaration to such property.

Such Supplementary Declaration contemplated above may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added property and as are not inconsistent with the plan of this Declaration.

The recordation of such Supplementary Declaration shall constitute and effectuate the annexation of the said real property described therein, making said real property subject to

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this Declaration and subject to the functions, powers and jurisdiction of the Association, and thereafter all of the owners of units in said real property shall automatically be members of the Association.

(4) Declarant's Right to Amend. Until all portions of the Phase II Land are included in the Development, or until the right to enlarge the Development through the addition of tracts or subdivisions terminates, whichever event first occurs, Declarant shall have, and is hereby vested with, the right to unilaterally amend the Declaration as may be reasonably necessary or desirable: (i) to more accurately express the intent of any provisions of the Declaration in the light of then existing circumstances or information; (ii) to better insure, in light of then existing circumstances or information, workability of the arrangement which is contemplated by the Declaration; or (iii) to facilitate the practical, technical, administrative or functional integration of any additional tract or subdivision into the Development.

231254 (5) Expansion of Definitions. In the event the property is expanded the definitions used in this Declaration automatically shall be expanded to encompass and refer to the property as so expanded. E.g., "Property" shall mean the real property described in Exhibit "A" of this Declaration plus any additional real property added by a Supplementary Declaration or by Supplementary Declarations, and reference to this Declaration shall mean this Declaration as so supplemented.

34. Severability. The invalidity of any one or more phrases, sentences, subparagraphs, paragraphs, subsections or sections hereof shall not affect the remaining portions of this instrument or any part thereof, and in the event that any portion or portions of this instrument should be invalid or should operate to render this instrument invalid, this instrument shall be construed as if such invalid phrase or phrases, sentence or sentences, subparagraph or subparagraphs, paragraph or paragraphs, subsection or subsections or section or sections had not been inserted.

35. Declarant's Rights Assignable. All of the rights of Declarants under this Declaration may be assigned or transferred either by operation of law or through a voluntary conveyance, transfer or assignment. Any Mortgage covering all condominium units in the Project title to which is vested in the Declarants shall, at any given point in time and whether or not such Mortgage does so by its terms, automatically cover, encumber, and include all of the then unexercised or then unused rights, powers, authority, privileges, protections and controls which are accorded to Declarants (in their capacity as Declarants) herein.

36. Legal Description of a Unit. Every conveyance or contract for the sale of a unit and every other instrument

affecting title to a unit may describe that unit by the number shown on the map with the appropriate reference to the Map and to this Declaration, as each shall appear in the official records of Washington County, Utah, and in substantially the following form:

Unit _____ in Building _____ as shown in the Record of Survey Map for Sports Village Phase I, a Condominium Project appearing in the Records of the County Recorder of Washington County, Utah, Entry No. _____ of Plats, and as defined and described in the Declaration of Condominium, appearing in such records in Book _____, Pages _____ of Records. This conveyance is subject to the provisions of the aforesaid Declaration of Condominium and By-Laws of the Sports Village Condominium Owners Association.

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Such description will be construed to describe the unit, together with the appurtenant undivided interest in the common areas subject to diminution as provided herein, and to incorporate all the rights incident to ownership of a unit and all the limitations on such ownership as described in this Declaration.

37. Compliance with State Laws. This Condominium Project has been created and is existing in full compliance with the requirements of the Act and all other applicable laws.

38. Gender. The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

39. Waivers. No provision contained in the Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

40. Topical Headings. The topical headings contained in this Declaration are for convenience only and do not define, limit or construe the contents of the Declaration.

41. Effective Date. This Declaration and any amendment hereof shall take effect upon its being filed for record in the office of the County Recorder of Washington County, Utah.

EXECUTED this 23 day of July, 1981.

GREEN VALLEY DEVELOPMENT CO., INC.

By _____
ALAN H. COOMBS, President

CONSENT OF MORTGAGEE

Heritage Savings and Loan Association as mortgagee of the property described at Exhibit "A" and the Record of Survey Map (the plat) hereby consents to the recordation of Sports Village Phase I Record of Survey Map, and Owners Dedication and consents to filing of the Declaration of Condominium of Sports Village Phase I.

Dated this 16th day of SEPT, 1981.

HERITAGE SAVINGS & LOAN ASSOC.

[Signature]
BY Russell M. Wilson
Its VICE PRESIDENT

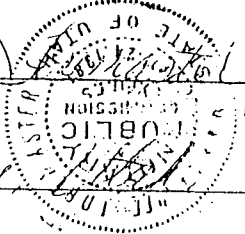
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STATE OF UTAH)
 : ss.
COUNTY OF WASHINGTON)

On the 23 day of July, 1981 personally appeared before me ALAN H. COOMBS who being by me duly sworn did say, that he the said ALAN H. COOMBS is the president of GREEN VALLEY DEVELOPMENT CO., INC., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said ALAN H. COOMBS duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires:

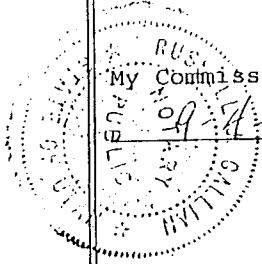
10-24-81

[Signature]
NOTARY PUBLIC
Residing in:
[Signature]


STATE OF UTAH)
 : ss.
COUNTY OF WASHINGTON)

On the 16 day of September 1981 personally appeared before me Russell M. Wilson who being by me duly sworn did say, that he the said Russell M. Wilson is the ^{vice} president of

HERITAGE SAVINGS AND LOAN ASSOCIATION, and that the within and foregoing instrument and the Record of Survey Map of Sports Village Phase I (the plat) was signed in behalf of said corporation by authority of a resolution of its board of directors and said RUSSELL M. WILSON duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



My Commission Expires: _____

09-14-83

Russell M. Wilson

NOTARY PUBLIC

Residing in: _____

St. George Utah

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NOTICE OF AMENDMENT
DECLARATION OF CONDOMINIUM
OF
SPORTS VILLAGE CONDOMINIUMS

Notice is hereby given and recorded that a homeowners meeting was legally noticed and called for the purpose of considering amendments to the Declaration of Condominium of the Sports Village Condominiums, hereinafter referred to as the Declaration.

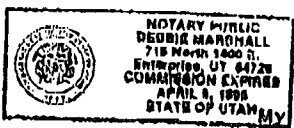
This meeting was held on November 30, 1991 in the Sports Village Condominiums Clubhouse at 1605 W. Village Road in St. George, Utah; at 9:00 am. President of the Association, Granetta Breeze, conducted this meeting. A quorum was ruled to be present, either in person or by proxy, and the attached amendments were considered and voted on. (Note: A previous meeting had been held at which a quorum was not ruled to be present.)

The attached amendments passed unanimously and are hereby incorporated into the Declaration.

Audrey Gruno
Audrey Gruno
Secretary of
Sports Village Condominium
Owners Association

Granetta Breeze
Granetta Breeze
President of
Sports Village Condominium
Owners Association

On the 3rd of JANUARY, 1992; Audrey Gruno and Granetta Breeze signed the above Notice of Amendment.



Debra Marshall
Notary Public
commission expires: 4/8/95

THIS AMENDMENT REPLACES PAGES 249 and 261 OF BOOK 296, DOCUMENT 231254, RECORDED WITH THE WASHINGTON COUNTY RECORDER, STATE OF UTAH. DOCUMENT ORIGINALLY RECORDED ON SEPTEMBER 17, 1981.

0399019 BK 01440 Pg 0190
RUSSELL SHIRTS W WASHINGTON CO RECORDER
1992 FEB 03 13:04 PM FEE \$9.00 BY JLL
REQUEST: SPORTS VILLAGE HOME OWNERS

(7) The common areas shall be used only in a manner consistent with their community nature and with the use restrictions applicable to living units. ~~No admission fees, charges for use, leases, or other income-generating arrangements shall be used expressly and only for purchases related to the amenities, any type shall be employed or entered into with respect to any portion of the common areas. Provided, however, that for a period of not less than three (3) years from the effective date of this Declaration and until 60% of the units have been conveyed to purchasers, Declarant reserves the right to permit persons not owning lots or occupying living units in the Development to use the recreational facilities thereof upon payment of such admission fees or charges as the Association shall determine to be appropriate.~~

(8) No part of the Property shall be used for any commercial, manufacturing, merchantile, ~~showing, vending, or other such non-residential purposes. Declarant, its successors or assigns, may use the Property for a model home site display, and may use, including, but not limited to, the lounge area of the clubhouse, as a sales office during the construction and sales period.~~

(9) No sign or billboard of any kind shall be displayed to the public view on any portion of the Property or any Lot advertising the property for sale or rent except signs used by Declarant, its successors or assigns, to advertise the property during the ~~construction and sales period.~~

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(10) No animals, livestock, or poultry of any kind shall be raised, bred or kept in any unit, except that dogs, cats or other household pets may be kept in the units provided they are not kept, bred or maintained for any commercial purpose or kept in unreasonable numbers. Notwithstanding the foregoing, no animals or fowl may be kept on the Property which result in an annoyance or are obnoxious, by noise, smell or otherwise, to Unit Owners. All pets must be kept in the units or on a leash when in the common areas.

(11) All rubbish, trash and garbage shall be regularly removed from the Property, and shall not be allowed to accumulate thereon.

(12) Notwithstanding the restrictions contained herein, for the seven year period following the date on which this Declaration is filed for record in the office of the County Recorder of Washington County, Utah, Declarant shall have the right to use any Lot or Living Unit owned by it and any part of the common areas reasonably necessary or appropriate, including, but not limited to, the lounge area of the Clubhouse as a sales office, in furtherance of any construction, marketing, sales, management, promotional, or other activities designed to

(2) All policies shall be written by a company holding a rating of Class VI or better from Best's Insurance Reports. Each insurer must be specifically licensed in the State of Utah.

(3) The Association shall have the authority to adjust losses.

(4) ~~Notwithstanding any provision herein to the contrary, insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual owners or their mortgagees.~~ In the event of loss or damage beyond the confines of that unit, insurance held by the individual

unit owner shall be considered the primary coverage. "Unit" as used herein shall include the property of each homeowner as defined under "unit" in this declaration. the insurer's subrogation rights with respect to the Association,

the owners, and their respective directors, officers, agents, employees, invitees, and tenants; that it cannot be cancelled, suspended, or invalidated due to the conduct of any particular owner or owners; that it cannot be cancelled, suspended, or invalidated due to the conduct of the Association or of any director, officer, agent, or employee of the Association without a prior written demand that the defect be cured; that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the owners.

(6) Notwithstanding any provisions to the contrary herein, so long as the mortgagee or its designee holds a mortgage or beneficial interest in a trust deed on a unit in the development or owns a unit, insurance policies shall meet all requirements and contain such other coverage and endorsements as may be required from time to time by the mortgagee or its designee.

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(7) Fidelity Coverage. The Association shall maintain fidelity coverage to protect against dishonest acts on the part of trustees, officers, manager, employees of the Association and all others (including volunteers) who handle, or are responsible for handling, funds of the Association. Such fidelity bonds shall:

(a) name the Association as an obligee as the name insured;

(b) be written in an amount ^{not less than \$25,000.00;} ~~sufficient to provide protection which is in no event less than one and one-half (1-1/2) times the Association's estimated annual operating expenses and revenues;~~

(c) contain waivers of any defense based upon the exclusion of volunteers or persons who serve without compensation from any definition of "employee" or similar expression; and

(d) provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to all first mortgagees of units.

(8) Mortgage Clause. All policies of hazard insurance must contain or have attached the standard mortgagee clause

RULES OF SPORTS VILLAGE CONDOMINIUM OWNERS ASSOCIATION

I. GENERAL RULES FOR HOMEOWNERS AND OCCUPANTS OF UNITS

- A. COMMON AREAS: There are over 10 acres of common areas here that are designed for the beauty and enjoyment of all. We have tried to maintain a beautiful and safe environment and in keeping with that intention have adopted the following rules:
1. No drying of towels, swimsuits, clothing, etc., on patios or balcony railings.
 2. All trash should be taken to dumpsters located in strategic areas. Please don't leave it on your doorstep.
 3. Animals must be on a leash when they are outside of units and owners must clean up after them immediately. If a dog or cat is running loose, an animal control officer will be called.
 4. All homeowners, tenants and guests should be mindful of noise levels inside condo and in other common areas and remember they have other owners around them. Radios, televisions, etc. should be kept at levels for individual listening.
 5. Any damage to Common Areas will be paid for by the unit owner deemed responsible whether caused by him personally or his tenants or guests.
 6. No consumption of alcohol is permitted in Common Areas.
 7. The Common Areas are designed for the use of all homeowners or their guests. Parties which may detract from everyone's enjoyment of the total facility are discouraged.
 8. Management has been given the responsibility to determine what is noxious and offensive and to take prompt and appropriate actions to terminate such activity.
 9. If monthly assessments as required by the Declaration, Articles of Incorporation and Bylaws are delinquent, neither tenant nor owner will be permitted use of the Common Area.
 10. Parking: RV parking, boats, trailers, etc., must be parked in the RV storage area. They may be parked overnight for unloading or loading, but for more than one night, they must be kept in the RV parking lot. Use of the RV storage area rates are \$1.00 nightly or \$15.00 per month. Any vehicle parked illegally will receive a notice and subject to be towed away at owner's expense.
 11. 10 MPH is the maximum approved speed limit for all roadways within Sports Village.

12. No roller skates, bicycles, skateboards, etc. allowed on jogging paths or inner area sidewalks.
13. Any individuals found within the fenced and locked common areas after closing time will be considered trespassing and be arrested for trespassing.

B. OCCUPANCY STANDARDS FOR USE OF THE FACILITIES

In the interest of safety and the supervised use of Sports Village facilities, the following rules have been adopted:

1. The Association reserves the right to control the number of unrelated guests using the facilities.
2. Each unit is allowed 8 people to be using the facilities at any one time, whether it be pool, gameroom, or any other activity. Any deviation from this rule must be approved by management and subject to the "Rules for Private Parties."
3. A file will be maintained at the Front Desk containing the names of registered unit owners or occupants. It is the responsibility of the unit owner to provide the names and dates for use of condominium privileges. Non-authorized users will be turned away.
4. Guests of a registered unit occupant must be signed in for by the unit occupant and he/she must be with their guests during their use of facilities.

C. RENTAL AND LEASING OF UNITS

Many owners purchased their units for rental or leasing income. In order to protect the interests of all owners, the following rules are implemented:

1. All leases must be in writing and a copy given to the management. It is the owner's responsibility to provide the tenant with the necessary keys, rules, etc.
2. Once a homeowner has leased or rented his unit, he also leases or rents his appurtenant rights to use of the facility. When any unit is rented or leased, use of the facilities is denied to the homeowner because he/she has voluntarily relinquished them. This is what is considered double occupancy and referenced in the Declaration Section 9 (b) on page 11.
3. No tenants under age of 21, unless living with parent or legal guardian.
4. In the event of damage to the Common Areas or facilities by renter, the Association will look to the unit owner for payment.

D. KEYS AND KEY POLICIES

1. Amenity gate keys. An owner is the only person authorized to purchase a gate key. They are provided two per unit owner of a single owned unit, and one per owner of a multiple owned unit. Purchase price is \$5.00 per key. Keys may be purchased only from management. If a key is lost, it will cost \$25.00. A key may be borrowed or put on loan for a \$50.00 CASH deposit or driver's license, to be refunded when key is returned.
2. Condominium unit keys. An emergency unit key is required to be maintained in the management office. It is only for emergency use. Any other use not deemed to be an emergency is denied. No other unit keys will be accepted for any other reason. The Association reserves the right to enter any unit, as provided in the ByLaws and Declaration to mitigate damages in the event of an emergency, but they will not allow entry for other purposes, such as realtors showing the unit, guests visiting, or repair or maid service calls. If others have your permission to be in the unit, please provide them with a key. In the past the desk people and management have been held liable for problems associated with giving out these keys and this will not be done.

II. RULES AND REGULATIONS FOR USE OF CLUBHOUSE AND FACILITIES

These facilities are provided for the enjoyment of all, anyone using the facilities must sign in at the desk in the clubhouse.

A. CLUBHOUSE

1. The hours for the clubhouse are:
Sunday thru Thursday 8:00 am to 10:00 pm.
Friday & Saturday 8:00 am to 11:00 pm.
2. General Rules
 - a. Upon request, each guest must provide identification, unit key, or letter indicating authorization to use the unit. Failure to provide such proof will be considered 'trespassing' and police will be called to escort person from the property.
 - b. Children under the age of 13 must be accompanied by an adult.
 - c. No profanity, please.
 - d. No smoking allowed.
 - e. No food or drink allowed in clubhouse unless authorized or during authorized activities.
 - f. The Association and its members, employees or directors are not liable for injuries or damage to personal equipment resulting from negligence

- or improper or inexperienced use.
- g. All clubhouse activities and facilities, including tennis, are based on a 1 hour per unit per day usage. If no one is waiting to use the activities, you may continue at the discretion of the clerk at the front desk.
 - h. These facilities are intended for the enjoyment of all. Violations of these rules or obvious abuse of the facilities, will result in immediate expulsion of those responsible and reimbursement for damages incurred.

3. RENTAL EQUIPMENT

- a. Tennis rackets, racquetball rackets, racquetballs and miniature golf equipment are rented at the front desk of the clubhouse. Prices are posted. (Note: There is no charge for ping pong paddles, pool table, basketballs, horse shoes, or shuffleboard.)
- b. Collateral is required for use of any equipment (also weight room). Acceptable collateral may include driver's license, unit key or something of equal or greater value to that which is borrowed. Money will not be accepted for collateral. If any items or equipment are returned damaged, they are to be paid for or replaced before collateral is returned.

4. MINIATURE GOLF

- a. Any abuses of the miniature golf course will mean immediate shutdown of your privileges and forfeiting of amount paid for golf. (There is a camera on the course when you are golfing.)
- b. Do not tamper with the holes or the final hole that is designed to keep the golf ball.
- c. No smoking or food in miniature golf area.

5. RACQUETBALL

- a. No dark-soled shoes allowed on the courts. No black balls are to be used.
- b. Any abuse of court or equipment will result in immediate expulsion and fines for damages incurred.
- c. Children must be attended to while in court.
- d. Make reservations for racquetball times (1 hour per unit per day.) If late for reservation, you lose your time.

6. WEIGHT ROOM

- a. Children under 16 are not to use the weight room.
- b. Weight room key is obtained at front desk in exchange for appropriate collateral.

7. BILLIARD TABLE
 - a. Children under age 10 are not allowed to use the table at any time. Ages 10 to 14 must be accompanied by an adult.
 - b. Any abuse of table or equipment will result in immediate expulsion and fines for damages incurred.
8. TENNIS COURTS
 - a. There is no charge for tennis, but times must be reserved at clubhouse and can only be made one day in advance. Only one reservation per day per unit. If you are late, you lose your time.
9. SWIMMING POOLS
 - a. Hours for the pools
 - Clubhouse Main Pool.
Sunday thru Thursday: 9:00 am to 10:00 pm
Friday & Saturday: 9:00 am to 11:00 pm
 - Lap Pool
Sunday thru Thursday: 9:00 am to 10:00 pm.
Adults 18 years and older only.
Friday and Saturday: 9:00 am to 11 pm.
Adults 18 years and older only.
 - b. Persons using pools may be asked to show a unit key or gate key at any time.
 - c. No running or horseplay in the pool areas.
 - d. No unattended children in the pool areas.
THERE IS NO LIFEGUARD ON DUTY. Pools may not be used by children 13 and under, unless accompanied by an adult 18 years or older.
 - e. NO GLASS ITEMS in the pool areas. Drinks or food must not be consumed in the pools.
 - f. Pool furniture may not be reserved and must not be removed from the immediate pool area.
 - g. No pets are allowed in the pool area at any time.
 - h. Shower and remove all suntan lotion before entering pools or jacuzzis. This removes unwanted and unsafe chemicals that endanger either your health or the filtration and removal process.
 - i. Place trash in waste containers before leaving the pool area.
 - j. Conduct must respect the privacy of persons who reside in close proximity to the pools.
 - k. Proper swimwear must be worn at all times in the pools or jacuzzis.
 - l. Pool equipment and controls must not be

- tampered with under any circumstances.
 - m. NO DIAPER AGED CHILDREN ALLOWED IN POOL. Department of Health regulations require draining of pool if there is an evident problem.
 - n. Tennis balls, frisbees, and other hard objects are prohibited. Beachballs, nerf balls or soft, cushiony toys are acceptable.
 - o. Abuse or improper use of pool will result in immediate expulsion from the facilities.
10. JACUZZI
- a. All of the above swimming pool rules apply.
 - b. No more than 6 people in Jacuzzi at the same time.
 - c. YOU MUST BE 16 OR OLDER TO BE IN JACUZZI.
 - d. Any abuse or violation of these rules will result in immediate expulsion from facility or fines for repeated offenses and damage incurred.
 - e. Shower before using the jacuzzis.

FINAL NOTE: PLEASE BE AWARE THAT MANAGEMENT HAS BEEN EMPOWERED TO ASSURE COMPLIANCE WITH THESE RULES AND MAY USE PRUDENT, AND NECESSARY AND PROPER ACTIONS TO IMPLEMENT THESE RULES. IN MOST CASES, WHERE THERE IS A PROBLEM, THOSE IN VIOLATION WILL BE ASKED TO LEAVE AND NOT INVITED BACK UNTIL MEETING WITH MANAGEMENT OR THE RULES COMMITTEE CHAIRMAN AND RESOLVING THE PROBLEM. APPROPRIATE FINES AND ENFORCEMENT PROCEDURES HAVE BEEN REVIEWED BY THE BOARD OF DIRECTORS AND AN ENFORCEMENT POLICY HAS BEEN ADOPTED BY THE BOARD OF DIRECTORS. IN OTHER CASES THE POLICE MAY NEED TO BE NOTIFIED, COMPLAINTS ISSUED, OR CHARGES FILED. REMEMBER, THESE RULES ARE HERE SO THAT ALL MAY HAVE THE MOST ENJOYABLE TIME POSSIBLE, BUT VIOLATIONS WILL BE DEALT WITH PROPERLY TO INSURE THAT ALL MAY CONTINUE TO ENJOY THE SURROUNDINGS.

RULES FOR PRIVATE PARTIES IN THE CLUBHOUSE

The following guidelines were adopted by the Sports Village Homeowners Association Board of Directors.

1. Private Parties will only be allowed in the "Game Room" and "Gazebo."
2. Parties must be booked in advance. Multiple bookings will not be allowed. Bookings are made only thru Management.
3. Bookings will only be accepted from unit owners and long term renters (2 months or longer).
4. Bookings will only be accepted for Monday thru Thursday and Mondays will be excluded on holiday weekends. Parties must be over and the room must be cleaned up before 10:00 pm.
5. The number of people present at the party will not exceed thirty-five (35).
6. Meals will not be prepared in the Clubhouse kitchen. Catered meals will be allowed.
7. The Association will allow use of the tables and chairs that are stored in the Game Room, but will not furnish other equipment or accessories; except use of the Association's refrigerator, stove, microwave, roaster oven, sink and dishwasher which will be allowed at the discretion of Management on a non-interference basis.
8. Traffic around the front desk must be kept to a minimum so as not to restrict other activities. Use of the pool table will be suspended during the party, but the other facilities will be in normal use. Those attending the party will have to tolerate the noise from the racquetball courts, bowling alley, etc.
9. All setting up of tables and chairs will be done by the person (s) booking the party. It is also their responsibility to put those items in the storage areas provided after the party, and to clean up the room and the kitchen (if used) so as all the areas will be returned in as good condition as they were before the party.
10. No alcoholic beverages will be allowed in the Clubhouse or common areas at any time.
11. A deposit of \$50.00 CASH will be required at the time of booking. \$25.00 of this fee will be refunded if the facilities and equipment are left in good, clean condition or if any of the rules are not broken.