

The Villas at Seven Canyons is an exclusive, luxury, private community of 30 old-world style villas nestled along a Tom Weiskopf-designed golf course within the greater Seven Canyons master-planned development.

To ensure the distinctive character and culture of The Villas at Seven Canyons can be enjoyed by all Owners and their guests, it is important that each Owner and guest adhere to a common set of rules and conduct while on the premises of the Villas. *(It should be noted that the Club at Seven Canyons – which is a separate and distinct entity within the masterplan development from The Villas at Seven Canyons – has its own, separate set of Rules and Regulations tailored to the golf course/clubhouse operations, to which its Members and guests are also subject.)*

Owners and guests shall abide by all Rules as they may be amended from time to time. The Board and its representatives will apply and enforce the Rules for the benefit of all Owners. Persons enjoying the Villas and Common Elements must respect the rights of others sharing in their use. Courtesy and common sense must prevail in the proper utilization of the Villas and Common Elements. All Owners have a right to “quiet enjoyment,” privacy, and an expectation of a world-class, exclusive luxury experience at all times while in residence or otherwise on the premises. To uphold these standards, Owners and guests are expected to act in a manner consistent with good taste that promotes harmony, mutual respect, and promotes the good reputation of The Villas at Seven Canyons.

It is important to note that The Villas at Seven Canyons is a private community not open to the public. As such, it is not a “public accommodation” that would otherwise be subject to the Americans with Disabilities Act of 1990, or other federal or state restrictions and regulations applicable to places generally accessed by the public.

GENERAL RULES – USE, BUILDINGS AND GROUNDS

Maximum Occupancy of a Villa. The total number of persons lodged in a Villa that is subject to the Fractional Ownership Plan cannot exceed the sleeping capacity of that Villa (set at two per bed).

Leasing Prohibited. Owners of Fractional Interests are not allowed to lease or rent any part of their accommodation rights at any time, under any circumstance. To “lease” or “rent” means to grant permission to use a Villa to a person who is not the Owner of such Villa in exchange for something of value.

No Commercial Activity. The Villas are for residential use only and Residents shall not conduct any commercial activity that is detectable by sound, smell, or sight (e.g., customers/clients and couriers coming to and from the Villa) on the Property.

No Obstruction. All walkways, hallways, entrances, elevators and stairways shall not be obstructed or used for any purpose other than ingress and egress. No articles shall be placed or allowed to remain in the walkways, hallways, entrances, elevators, and/or stairways.

Skateboards, Scooters, Bicycles, Rollerblades, Etc. To help ensure the safety of Residents, recreational scooters, skateboards, go-carts, bicycles, and other similar objects shall not be used on sidewalks or in the parking areas within the Property, with the exception of service scooters and/or wheelchairs for disabled individuals. Residents are responsible for appropriately securing their bicycles and other recreational toys/equipment at the sole risk of Resident.

Outside Drying or Laundering. No clothing or other articles shall be hung in or from a patio, windows, Limited Common Elements or the Common Elements. No exterior clothesline shall be erected or maintained for drying or airing clothes on any portion of the Property.

Window Air Conditioners, Heaters or Fans. No window or portable air conditioners, heaters or fans of any kind shall be installed in a Unit or on a patio.

Noise / Odors.

(a) No Resident shall produce or permit in their Villa, in the Common Elements or Limited Common Elements, any noises or noxious odors that will disturb or annoy the occupants of other Villas. Nor shall a Resident do or permit anything to be done therein that will interfere with the rights, comfort or convenience of Residents of other Villas. Residents should use any and all practical means to reduce cooking odors.

(b) Loud, boisterous behavior that disturbs other Residents is prohibited anywhere within the Property, including, but not limited to, inside Villas, patios, and the Common Element entrances, stairways, hallways, etc. Should any loud, excessive or annoying sounds be emitted from a Villa so as to cause complaints to be filed with the VOA, the Resident of such Villa shall take all steps necessary to immediately eliminate such excessive noise. Owners are responsible for disturbances caused by their guests.

Please use common sense and courtesy in regard to voice levels, unnecessary noises and boisterous conduct. This includes, but is not limited to, televisions, radios and/or other sound-emitting devices. Keep the volume at a reasonable level at all times so other Residents are not disturbed.

Decorations. Exterior decorations are not permitted without express written consent of the Board. All interior decorations within Units subject to the Fractional Ownership Plan must not be affixed to any walls or cause damage to any portion of the Villas or property.

Shades/Awnings/Air Conditioners or Other Item Visible from the Exterior of the Villa. No shades, awnings, reflective window film, window guards, ventilators, fans or air conditioning devices, or other items visible from the exterior of any Villa shall be installed or used in or about any Villa,

* This is only a summary of the Rules and Regulations adopted by the Board of Directors. All Owners should familiarize themselves with the full set of Rules and Regulations for The Villas at Seven Canyons, which can be found on the VOA’s website at www.sevencanyonsvillas.com.

Common Elements, Limited Common Elements, or Patios other than such items as may have been installed with the original development or by the VOA, or as later approved by the Board of the VOA.

Signs. Except as permitted by law, no sign, notice or advertisement shall be permitted on the exterior of a Villa or in the interior of a Villa if such sign, notice or advertisement shall be visible from the exterior of a Villa, or on any other portion of the property.

Smoking. Smoking is strictly prohibited in any Villa that is subject to the Fractional Ownership Plan. It is also important to be courteous and respectful of others nearby when outdoors. Please refrain from smoking in areas where smoke is likely to travel to adjacent areas that would bother or disrupt others, such as patios and condensed outdoor spaces. "Smoking" includes, but is not limited to tobacco, marijuana, and other inhalants, whether consumed via a cigarette, cigar, pipe, vaping device, incense or other method or device. Owners shall be liable for any damages that may occur as a result of Smoking by such Owner or its guests. If the smell of smoke is detected in the Villa after your departure, a Smoke Cleaning Fee will be levied and posted to your account.

Maintenance of Villas and Common Elements. Owners are reminded that alterations and repairs of the Villas (except those not subjected to the Fractional Ownership Plan, if any) and Common Elements is the sole responsibility of the VOA. No person shall do any painting or decorating of the Villas or any of the Common Elements or make any other alterations or construct any improvements to the Villas or any of the Common Elements.

Damage by Owner or Guests. All damage to the Villas or Common Elements caused by the negligence or misconduct of an Owner or its guests or invitees shall be the responsibility of, and paid for by, such Owner. Furthermore, no person shall remove from the premises any property or furnishings belonging to the VOA. Pursuant to the Declaration, the costs incurred by the VOA in repairing such damage/loss may be assessed against the Owner and secured by the assessment lien against the applicable Fractional Interest. To the extent of any damage by an Elite Alliance guest, the VOA will attempt to recover the damage from that guest, but may pursue the Owner pursuant to which such Owner's PVR the Elite Alliance guest stayed

Water. Water shall not be left running for an unreasonable or unnecessary length of time. Owners and guests shall immediately notify the VOA of any broken or leaking pipes, water closets, clothes washers or water heaters and any water intrusion into the Villas from the roofs or windows.

Pets. As a Villas at Seven Canyons guest, we are delighted to accept your dog as our guest; but please note that cats - and any other animals - are not allowed in Villa. To ensure a comfortable stay for yourself and your fellow Owners, it is important to familiarize yourself with the full set of rules and restrictions related to pets, which can be found on the VOA's website (www.sevencanyonsvillas.com). **All pets permitted to be on the Property are required to be registered with the VOA. Each Resident, prior to their stay, must complete and submit the Pet Registration Form to management, which can be found at Exhibit F attached to the full set of Rules on the website.**

Service Animals. If an Owner or guest with a disability is planning to have an animal in residence with them to help alleviate the effects of such disability (e.g., a service dog or emotional support animal) that would otherwise violate the pet restriction described above, a request for accommodation is required prior to such animal's stay in order for the Board to evaluate the request and determine if an accommodation is needed. The form to be completed and submitted in support of such a request for accommodation can be found at Exhibit E attached to the full set of Rules on the website.

Vehicles and Parking.

(a) Safe and proper speeds must be maintained while driving on Property. There may be some blind spots present.

(b) Owners, Residents and guests must observe all posted signs, including but not limited to, stop signs, one-way signs, posted speed limits, parking and/or entrance/exit signs.

(c) Owners, Residents and guests must park all motor vehicles in the spaces designated by the Management Company. No vehicle may be parked in any other areas of the Property or neighboring property, except temporarily for loading and unloading.

(d) All vehicles are to be registered with Management.

(e) No parking is permitted at any time:

(i) in posted areas prohibiting parking

(ii) in traffic lanes

(iii) in front of trash doors/bins

(iv) in front of gate, storage or building entrance/exit

(v) blocking vehicles egress from or their ingress to a parking space

(vi) in reserved/assigned parking spaces not assigned to that Resident.

(vii) fire and/or emergency lanes

(viii) in areas designated for handicap parking

(unless the vehicle displays a handicap parking plate or placard)

(f) No automobile, truck, van, motorcycle, or bicycle shall be parked in any portion of Property other than within a designated parking space, unless specifically authorized by Management.

(g) No trailer, camper, motor home, recreational vehicle, dune buggy, boat, commercial truck, or any other similar vehicles shall be parked on any portion of Property.

(h) No maintenance, repairs or other work may be performed on vehicles, including in designated parking spaces, except for minor emergency work necessary for start-up or towing.

(i) Owners of vehicles leaking oil, or otherwise causing damage, to the parking area or other portion of the Property will be notified to clean up the spills and remove their car. Cleanup of fluids, oil, or other litter is the responsibility of the Resident and Owner.

(j) Vehicles are not permitted to be washed, waxed, detailed and/or serviced in the parking area or any other location on the Property.

(k) No motorized vehicles, including golf carts, shall be parked or operated on sidewalks or areas that are not roadways, unless authorized by Management.

(l) The Board and/or Management shall have the power, but not the obligation, to grant relief for "exceptional circumstances" (i.e., police, fire, ambulance vehicles) and/or for good cause.

Towing. The VOA reserves the right to tow a vehicle parked on the Property; decisions to tow a vehicle shall be made by Management. Efforts will be made to contact the owner of a vehicle that may be towed, prior to towing, except when this is not practical or in the case of an emergency. Vehicles may be towed if parked in violation of the "Vehicles and Parking" section above.

Fireworks. Fireworks are strictly prohibited anywhere on the Property or adjacent areas.

Firearms. Firearms and other weapons are not permitted on the Property unless 'in transit' and safely disassembled/made inoperative for travel (e.g., consistent with FAA/TSA requirements).

Drones/Remote-controlled Aerial Vehicles. Operating of drones or any similar, remote-controlled aerial vehicles or devices is prohibited anywhere on the Property or adjacent areas unless otherwise approved by the Board of the VOA.

Conduct with Staff and Complaints, Criticisms, and Suggestions. Owners and their guests may not abuse or intimidate any of the employees or staff of the VOA verbally or otherwise. All staff and employees are under the supervision of the VOA's management company and no Owner or guest shall reprimand or discipline, use vulgar inappropriate behavior or language – nor shall they request any staff/employee to leave the Property – for any reason. Nor should any Owner request special personal services from the staff/employees who are on duty or the personal use of the Villas' furnishings or equipment which are not ordinarily available for use by Owners. Any staff/employee not rendering courteous and prompt service should be reported to the General Manager (via email at GeneralManager@sevencanyonsvillas.com) and the VOA President (via email at President@sevencanyonsvillas.com). **NOTE: All complaints, criticisms, or suggestions of any kind related to the operations of the Villas, or its staff/employees, must be in writing, signed and addressed accordingly.**

Early Arrival/Late Departure. The VOA can guarantee an early check-in (before 4PM) only if you have also booked your Villa for the night prior to your arrival date. In this case, you may take possession of your reserved Villa at any time on your arrival day. Otherwise, your request will be noted and the VOA staff will do its best to accommodate, but there cannot be any guarantee that your reserved Villa will be ready before 4PM. Late check-outs are sometimes available, but must be requested through the Villa Reservation Office. Call the Villa Reservation Office to determine if your request can be accommodated. If departure is after 11AM without pre-arranging a late check-out, an Unauthorized Late Check-Out Fee will be charged for every hour beyond 11AM that you and/or your possessions remain in the Villa.

Dress Code. It is expected that Owners and their guests will dress in a fashion befitting the surroundings and atmosphere of Seven Canyons. Owners are expected to advise their guests of the dress code requirements. In general, gentlemen and ladies shall dress in a fashion compatible with the appropriate occasion. Shoes with metal spikes are prohibited at all times on the Property.

Code of Conduct. All Owners and Residents on the Property, in attendance at any VOA meeting, community event or gathering, when addressing community issues, or when using VOA Common Elements shall:

(a) Conduct themselves in a dignified and professional manner at all times.

ENFORCEMENT

Generally. The Rules shall be enforced by the Board or the Management Company and/or VOA General Manager as directed by the Board. The VOA has the right to levy fines and impose sanctions for violation of the Condominium Documents, including the Rules, including without limitation the following:

- Suspending the privileges of Membership (and access) including right of an Owner to reserve PVRs and SARs or occupy a Villa;
- Imposition of fines against an Owner;
- Recovery of attorney fees or damages for any violation or non-compliance with the Condominium Documents, including the Rules;
- Levying assessments against an Owner's Fractional Interest or Unit to cover certain Common Expenses;
- Suspension of services to an Owner or its guests; and
- Removal of Owners and/or guests from the Property.

Reporting of Violations. An Owner or Resident may report a violation of the Rules or the Condominium Documents in writing to the Management Company or the Board, which writing shall set forth: (i) the alleged violation; (ii) the name of the person who allegedly committed the violation; (iii) the name of the Owner who is responsible for the violation; and (iv) the name, address and phone number of the person making the

(b) Refrain from harassing any other person. "Harass" is defined as a single act or series of acts over any period of time that is directed at a specific person that would cause a reasonable person to be seriously alarmed, annoyed or harassed and the conduct in fact seriously alarms, annoys or harasses the person and serves no legitimate purpose.

(c) Refrain from exhibiting anger or hostility, and from directing physical, verbal or written abuse (e.g., verbal or written language that can reasonably be considered to be prejudicial, condescending, aggressive, belittling, or impolite) against anyone.

(d) Refrain from making accusations against anyone which are needlessly inflammatory.

(e) If in attendance at a Board meeting or committee meeting, wait to be formally recognized by the chairperson of the meeting if the person wishes to speak at the meeting. No person shall speak out of order or without recognition of the meeting chairperson, nor shall any person engage in any activity which interrupts or distracts any other person when another person has the floor for discussion purposes. At all times the meeting chairperson shall determine who has the floor to speak and may impose reasonable time limitations pursuant to statute.

Pool Use. All persons visit and use the pool at their own risk. The VOA is not responsible for accidents or injuries in connection with the use of the pool area. Specific pool rules, including hours of operation, will vary throughout the year and are posted at the pool area. The following also apply to use of the pool area:

(a) Shower before using.

(b) Proper attire required; swimsuits only while in the pool.

(c) No glass, food or pets allowed in or around the pool area.

(d) No soaps or oils allowed.

(e) Do not use while intoxicated.

(f) No loud or boisterous play; radios and other devices with headphones only.

(g) Anyone under the age of 14 must be accompanied by an adult while in or around the pool area.

(h) The Board reserves the right to deny use of pool to anyone or to close the pool at any time at its sole discretion.

NOTE: The pool at the Seven Canyons clubhouse is not governed by the VOA and will have separate rules and regulations adopted by the Club.

complaint. Any violation/complaint form submitted to the Management Company will be copied as a matter of course and sent to the VOA President and/or the Board.

Notice and Hearing Process. The following process shall be followed when the VOA has deemed an Owner to be in violation of the Condominium Documents:

(a) The Management Company shall notify Owners of the VOA's determination that a violation has occurred.

(b) Unless the violation consists of the failure to pay Assessments when due (for which violation the right of an Owner to occupy a Unit or Fractional Interest may be immediately suspended until the delinquent Assessments is paid), no fine shall be imposed and no such suspension shall be made except after a meeting of the Board.

(c) Written notice of the meeting and the purpose thereof, including the reasons for the fine or suspension sought, shall be given to the Owner against whom such fine is to be imposed or whose privileges are to be suspended at least 15 days prior to the holding of the meeting.

(d) The Owner shall be entitled to appear at the meeting and present the Owner's case as to why the fine should not be imposed or

the privileges should not be suspended. The Board may determine whether the Owner will be permitted to present a written or oral defense to the charges.

(e) The decision whether a fine should be imposed or privileges should be suspended shall be made by a majority of the members of the Board present at the meeting, but such decision is not required to be made at such meeting. Written notice of any disciplinary action taken and the reasons therefor shall be given to the disciplined Owner and the disciplinary action shall become effective on the date the notice is given or on such later date as may be specified in the notice.

Fine Schedule. The Board may impose fines against an Owner for any infraction of the Condominium Documents by the Owner or the Owner's guests. Before fines are imposed, an Owner will be given notice and an opportunity to be heard as detailed in the "Notice and Hearing Process" section above. The Owner will be given written notification (via electronic or regular mail) of the amount of fines imposed and the due dates for payment of such fines. The amount of the fines imposed by the Board shall be determined based on the General Fee & Fine Schedule adopted by the Board, as amended from time to time, and attached to the full set of Rules on the VOA's website.

Continuing Violations. Once it has been determined that the Owner's violation is continuing, the Board may impose reasonable continuing monetary fines (such as daily, weekly, or monthly fines) in accordance with the applicable Fine Schedule while the violation continues, and such continuing fines shall accrue until the Owner notifies the Board that the violation has ceased and the Board has confirmed that, in fact, is the

case. If any violation recurs within three (3) months from a past violation, it will be considered a reoccurrence of the original violation. Additionally, continuing or reoccurrence of violations can also result in suspension of an Owner's rights to reserve and/or occupy Villas and the right of the Owner to participate in any vote or other determination provided for in the Condominium Documents.

Referral to Legal Counsel. Where a violation is determined to exist and where Management or the Board deems it to be in the best interests of the VOA, the VOA may, at any time during the enforcement process, refer the violation to legal counsel for action seeking injunctive relief against the Owner to correct or otherwise abate the violation, or to pursue any other legal or equitable remedy that may be available to the VOA.

Waiver or Variation from these Established Violation and Enforcement Procedures. The procedures described here and in Article VII of the Rules is intended to serve as a guideline for the VOA. The Board retains the right and authority to vary from these procedures when, in its sole judgment, it determines that any such variance is appropriate. The decision by the VOA to levy fines does not relieve the Owner from the obligation to correct the violations or comply with the Condominium Documents. These enforcement procedures and the remedies set forth herein do not constitute an election of remedies by the VOA, and the VOA reserves all such remedies available at law and in equity. The VOA shall have the right to enforce the Condominium Documents through any other remedies available to the VOA concurrently with the enforcement procedures set forth herein.

VIOLATION CLASSIFICATIONS

Not all violations are equal. While compliance with all of the Rules is important in maintaining the world-class, exclusive, luxury experience of The Villas at Seven Canyons, some violations pose particularly serious risks to the health, safety, and welfare of other Owners, Residents, VOA staff/employees, and the VOA itself. In recognition of this, the VOA has designated certain violations within classes that each have a specified range of fines and other sanctions (NOTE: this list is not all-encompassing or fully exhaustive):

Class I – Suspension of privileges and/or fines up to \$1,000 per occurrence:

- Any leasing/renting of a Villa
- Repeat offenses: 2x of Class II/III violations in 12 months
3x of Class II/III violations in 24 months
- Intentional damage or theft of property
- Violation of Article VI (Joint Owners and Designated Owner Representative)
- Violation of "Special/Emergency" policies and/or rules and regulations (e.g., COVID-related precautions and mandates)
- Failure to pay any amount properly charged by the VOA
- Abusing VOA staff/employees

Class II – Fines range from \$100 to \$300 per occurrence:

- Smoking in unauthorized areas (e.g., within Villa)
- Fireworks
- Noise/disruption of "quiet enjoyment"
- Pets/unauthorized animals
- Pool rules
- Inappropriate behavior or language on Property
- Privacy-related

Class III – Fines range from \$50 to \$150 per occurrence:

- Firearms (other than discharge or threatening with)
- Vehicle-related (e.g., parking/speeding)
- Unauthorized Drone Operation
- Other Minor Infractions (not specified above)