

**THE MESAS TOWNHOME
ASSOCIATION, INC**

DOC # 20170020386

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Russell Shirts Washington County Recorder
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By MESA TOWNHOME ASSOCIATION INC



**Declaration of Covenants, Conditions
and
Restrictions**

Approved May 2, 2017

Recorded

Declaration of Covenants, Conditions, and Restrictions
The Mesas Townhome Association, Inc.

301 S 1200 E #61 SAINT GEORGE UT

ADDENDUM TO THE AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE MESAS TOWNHOME ASSOCIATION, INC. MESAS AMD-5

THIS IS A DECLARATION of Covenants, Conditions and Restrictions which establishes a planned unit development known as The Mesas Townhomes. This Declaration was originally made and executed on the 10th day of October, 1985 by The Mesas Townhome Partnership. The Association desires to update and clarify certain provisions contained in the original Declaration

The Amended and Restated Declaration of Covenants, Conditions and Restrictions of The Mesas Townhome Association, Inc. (hereinafter "Declaration") replaces the original Declaration in its entirety, originally recorded as "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE MESAS TOWNHOMES PARTNERSHIP", and further recorded with the Washington County Recorder as an Amended Declaration December 31, 1990, Entry #0376517, Bk 0585, Pg 0520-0553, and as an Amended Declaration on August 8, 2006, Entry #20060034485, and further recorded with Washington County Recorder as an Amended Declaration December 27, 2011, Entry #20110039633, and as an Amended Declaration on March 21, 2015, Entry #20150031035, the terms of which are included in this document.

Amended changes to the CC&R's voted on and approved at the Mesas Townhomes Special Meeting on May 2, 2017:

ARTICLE 1 DEFINITIONS

Section 1.21. Rental Unit means (a) a unit owned by an individual that is occupied by someone while no unit owner occupies the unit as their primary residence; (2) a unit owned by an entity trust, regardless of who occupies the unit. [ref - HB98 :57-8-3. Sec 30]

Section 1.22. Side Yard Fence "Side Yard Fence" shall hereinafter mean and refer to any fence erected as part of the original construction, or as a subsequent replacement thereof, which on one side faces a common area and on the other side faces the side or back yard easement of a Townhome.

Section 1.23. Side Yard Fence Owner "Side Yard Fence Owner" shall hereinafter mean and refer to the Owner of a Townhome or Common Area, whose side or back yard faces a Side Yard Fence.

Section 1.24. Townhome "Townhome" shall hereinafter mean and refer to a single family home or other similar single family residential unit constructed upon a Lot for the permanent occupancy of a Home Owner and his or her family. Note: See Section 1.8 "Living Unit"

Section 1.25. Trustees (or Board of Trustees, sometimes called the Board) means the governing body of the Association. (Formerly called the Board of Directors).

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ARTICLE 6 - ARCHITECTURAL CONTROL COMMITTEE

No structure, building, fence, wall or addition, extension or expansion of any of the foregoing shall be commenced, erected or maintained upon the properties, nor shall any exterior addition or change or alteration to any Lot or Living Unit be made until the plans and specifications showing the nature, kind, shape, height, materials, colors and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Trustees or, if such a committee is in existence, by an Architectural Control Committee composed of three (3) or more representatives appointed by the Trustees. In the event said Trustees, or their designated committee fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and compliance with this Article will be deemed to have been made.

Neither the Association nor the Architectural Control Committee shall have the power, by act or omission, to change, waive or abandon any plan, scheme or regulations pertaining to the architectural design or the exterior appearance or maintenance, of the community as a whole, without the prior written approval of a majority vote of the Home Owners as set forth in this Declaration and the Act Article 11, Section 11.6.

Any proposed changes to existing architectural standards or guidelines shall be done consistent with the notice and rule making procedures set forth in this Declaration [Article 11.6]

ARTICLE 9 - AUTHORITY OF TRUSTEES REGARDING VIOLATIONS

ARTICLE 11 - GENERAL PROVISIONS

Section 11.6. Amendment The covenants, conditions and restrictions of this Declaration may be amended by an instrument signed by not less than a majority of the Home Owners voting in person or by proxy, at a meeting duly called for this purpose. Amendments to the Declaration shall be proposed by either a majority of the Trustees or by Home Owners holding thirty percent (30%) or more of the voting rights. The proposed amendment must be reduced to writing and included in the notice of any meeting at which action is to be taken thereon or attached to any request for approval or consent to the amendment.

At the first meeting called, the presence at the meeting of members, or of proxies, entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the quorum requirement is not met at such a meeting, another meeting may be called, on at least fifteen (15) days advance written notice, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event that a member's voting privileges are suspended as provided for in this Declaration, then the total number of members used in calculating any quorum or other required percentage of Home Owners, shall NOT include those members whose voting privileges are suspended. Any amendment must be properly recorded in the records of Washington County, Utah, to become effective.

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These changes apply to all lots in the Mesas Home Owner Association, including Phases 1, 2, 3, 4, & 5.

DATED THIS 18th DAY OF MAY, 2017

By the Mesas Home Owner Association

Robert Elliott

Robert Elliott, President

JoAnn Kooyman

JoAnn Kooyman, Secretary

State of Utah

Washington County

State of Utah County of Washington
Subscribed and sworn before me on 05/18/2017

Melissa Antillon (Date)
(Notary Signature)

