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1240 East 100 South Bld-10
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Resolution Page 1 of 4
Russell Shirts Washington County Recorder
06/24/2015 11:07:02 AM Fee \$ 16.00
By QUAIL LAKE ESTATES HOA

**QUAIL LAKE HOMEOWNERS
ASSOCIATION**
A UTAH NON-PROFIT



RESOLUTION OF THE BOARD OF TRUSTEES

This Resolution of the Board of Trustees ("Board") for the Quail Lake Homeowners Association, has been properly voted upon, approved, and executed on the date set forth below

RECITALS

WHEREAS, the Quail Lake Homeowners Association ("Association") is governed by a Restated and Amended Declaration of Covenants, Conditions, and Restrictions for Quail Creek Mobile Home and Townhome Estates, aka Quail Lake Estates, recorded as Entry No. 00508249, Book 0930, Page 0772 in the Washington County Recorder's Office, State of Utah (the "Declaration");

WHEREAS, all land and owners within the Quail Creek Mobile Home and Townhome Estates aka Quail Lake Estates development are subject to the provisions of the Declaration;

WHEREAS, Article XVI, Article XVII, Article XVIII, in the Bylaws of Quail Lake Estates amended in August 2007 hold restrictions on the governance of the Association

Be it resolved that the following articles are removed from the By-Laws and this Administrative Resolution is adopted:

ARTICLE XVII- PROHIBITION OF PORTABLE VACATION ORIENTED HOUSING

Prohibition of Permanent Placement of Portable Vacation Oriented Housing on any Lot. Commencing as of January 1, 2001 and continuing thereafter, recreation vehicles designed primarily as portable temporary vacation oriented housing, including but not limited to campers, fifth wheels, travel trailers or mobile homes, may not be permanently placed on any lot, nor may any lot owner build any additional housing attachment to such a portable housing unit. Lot owners who temporarily install a portable housing unit on a lot are not permitted to remove the wheels of the portable housing unit except in cases of special need. Portable housing units may not remain on a lot for more than a cumulative total of nine months in any given year. Modular Homes are not subject to the prohibitions contained in this Article.

ARTICLE XVIII- FEES AND PENALTIES FOR SPECIFIED VIOLATIONS

Section 1. Fees for violation of CC&Rs and Bylaws. Fees shall be levied as outlined in this Article for failure of a homeowner to comply with rules and regulations established by these Bylaws and the Conditions, Covenants and Restrictions of the Quail Lake Homeowners Association.

Section 2. Rules Specific to New Construction. Any Realtor, contractor or homeowner planning construction in Quail Lake Estates must contact the Architectural Control Committee (ACC) and request a copy of the rules governing construction within Quail Lake Estates, Said realtor, contractor or homeowner shall also be given a copy of these Bylaws, including the specific fees and penalties outlined in this Article for failure to comply with ACC guidelines.

(a) Presentation of Building Permit and Plot Plan to ACC. At least 48 hours prior to the start of new construction, any realtor, contractor or homeowner planning construction in Quail Lake Estates shall present to

the ACC for its approval pursuant to the CC&Rs: (1) a copy of the Building Permit issued by the city; and (2) a plot plan showing the setbacks from lot lines. If the ACC is not provided with this documentation within the time limit specified, it shall promptly notify the Board of Trustees of this failure which may then notify the property owner by Certified Mail of the violation, and indicate in the notice that the property owner is therefore subject to a fine of FIVE HUNDRED (\$500.00) DOLLARS. The property owner may request a hearing by the Board of Trustees within FIFTEEN DAYS of his receipt of such a notice, which hearing shall be promptly held, and at which hearing the Board may decide to enforce, amend, or rescind the fine. Failure of the property owner to pay the fine within a reasonable time, or otherwise to resolve the same at a hearing before the Board of Trustees, shall result in a lien against the property of said owner in the amount of the fine, plus related lien and administrative costs and attorney fees.

(b) Encroachment of setbacks: If the ACC inspects a lot and determines that an encroachment exists in violation of the setbacks in the CC&Rs and as established by the City of Hurricane, the ACC shall promptly notify the Board of Trustees of the existence and extent of the encroachment. The Board of Trustees shall then notify the property owner of the offense by Certified Mail.

(c) Landscaping: Within ninety (90) days after a dwelling has been built or installed on a lot and either an occupancy permit has been issued for the lot or the dwelling on the lot is occupied, the lot owner shall install all landscaping pertaining to the lot. Proposed plans for said landscaping shall first be approved by the ACC. If landscaping is not installed within the time specified in this paragraph, the Board of Trustees may then notify the property owner of the offense by certified mail, and indicate in the notice that if the lot owner does not make arrangements for the installation of landscaping within fifteen days, or otherwise arrange with the Association for a continuance of time in which to do so, the Association may enter upon the lot during reasonable hours and install whatever landscaping the ACC deems appropriate. The cost of any landscaping and installation performed by the Association shall be borne by the lot owner, and shall continue as a lien on the lot until paid.

(d) Modification and Waiver: The Board of Trustees may at their discretion modify or waive any of the conditions or penalties in paragraphs (a), (b) or (c) above.

Section 3. Damage to Homeowner or Association Property. In the event a property owner causes damage to another homeowner's property or to association property, said property owner shall be notified by the Board of Trustees by Certified Mail of the cost for repairing or making whole the property damaged. The offending property owner shall be given FIFTEEN DAYS from receipt of said notice to either pay the amount of the damage or request a hearing before the Board of Trustees, which hearing shall be promptly held, and at which hearing the Board may decide to enforce, amend, or rescind the damage amount specified in the notice. Failure of the property owner to make the repairs or pay the cost of repairs, or otherwise to resolve the issue at a hearing before the Board of Trustees within fifteen days, will result in a lien against the property of said owner for the cost of repairs, plus lien and administrative costs and attorney fees.

Section 4. Disconnection of Pool/Clubhouse Key. If a property owner who has been notified of a fine or amount he must pay has either had a hearing before the Board of Trustees or failed to request such a hearing within the time specified, and thereafter fails to pay within a reasonable time, or make arrangements with the Association to pay within a reasonable time, any fine or amount due under these Bylaws, the Association may immediately direct the disconnection of the property owner's pool/clubhouse key. The Association may do this independent of, and in addition to, all other remedies or actions the Association may take pursuant to these Bylaws or the CC&Rs. The Association may also do this if a property owner fails to maintain his lot and as a

result thereof receives a 10 day notice from the Association regarding such failure pursuant to Article VII of the CC&Rs, and within 10 days of receipt of the same still does not clean up the lot. In the event of such disconnection, the property owner may thereafter be responsible for all costs arising from the disconnection/re-connection of the pool/clubhouse access key, as well as for all lien and administrative costs and attorney fees.

Section 5. Association Lien and Administrative Charges and Interest. Administrative charges for pool/clubhouse key shall be a total charge of One Hundred (\$100.00) dollars. Either or both of these amounts may be waived or modified by the Board of Trustees in its discretion based on the circumstances in any given case. Interest on these and all other charges and on liens shall be one and one-half percent (1 ½ %) per month from the date specified on the lien, or from the date the property owner is notified that of the charge.

Section 6. Landlords Responsible for Actions of Tenants. Landlords shall be deemed the sole responsible party in all cases where their tenant incurs any fine and/or violates any association rule or provision of the CC&Rs or these Bylaws. Lease agreements between property owning members and tenants shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the provisions of the CC&Rs and these Bylaws, and that any failure by the tenant to comply with the terms of the lease shall be a default under the lease. If such a default occurs, property owning landlords shall evict the tenant if requested to do so by the Association.

Section 7. Fines for General Violations of CC&Rs and Bylaws. The Board of Trustees may, from time to time, set fines by rule for specific violations of the CC&R's or these Bylaws, and may establish a universal fine for all unspecified violations. Offending property owners shall be notified by the Board of Trustees by Certified Mail of the violation and the fine that will be assessed if the violation is not promptly cured. The offending property owner shall be given FIFTEEN DAYS from receipt of said notice to either remedy the violation or request a hearing before the Board of Trustees, which hearing shall be promptly held, and at which hearing the Board may decide to enforce, amend, or rescind the fine specified in the notice. Failure of the property owner to remedy the violation or otherwise to resolve the issue at a hearing before the Board of Trustees within fifteen days, will result in the imposition of the fine. Each repeated violation thereafter shall automatically result in an additional fine equal to the original fine. Violations which are ongoing and continuous in nature shall incur a new and additional fine for each day after the initial fine is imposed, until the violation is cured. All such fines shall be a continuing lien against the property of said owner until paid, plus lien and administrative costs and attorney fees.

Section 8. Utilities. Each Unit Owner shall pay for all utility services provided to individual units, including sewer, garbage, electrical, cable, internet and telephone service as the same may be provided by the Association or the City of Hurricane or any other party furnishing such service. The Board of Trustees shall determine what additional utility services, if any, shall be included in the general utility services for which the Association will be responsible. The Association shall have the right, in respect to any utility service provided by or through the Association, to shut off the utility service to any lot for nonpayment thereof, after 3 months have gone unpaid, and after providing a 15 day notice by personal delivery or certified mail to the lot owner that the service will be terminated if payment is not received within 15 days. However, such termination shall only occur as allowed by state law in respect to gas and electric utilities for qualified HEAT recipients during the months of November through April, in accordance with the requirements of the HEAT program. Lot owners shall indemnify and hold the Association harmless from any claims for termination of utility services by the Association, including claims by their renters.

NOW THEREFORE, BE IT RESOLVED THAT the following rules and regulations shall be instituted to further the enforcement of the provisions set forth in the Declaration:

1. Pursuant to Section 5 of the Miscellaneous Use Restrictions in the Declaration, motor vehicles, boats, trailers, recreational vehicles, campers, or other similar items which are unlicensed, inoperable, or in an extreme state of disrepair or unsightly condition shall not be allowed to be stored on any lot for more than 48 hours. For purposes of this section, "Unlicensed" shall mean any vehicle, boat, trailer, etc. which does not comply with local, state and federal licensing laws, including, but not limited to registration, license plates, etc. "Inoperable" shall mean any vehicle, boat, trailer, etc. not presently capable of being operated in compliance with state emission and inspection standards.

2 Any owner in violation of this suction shall remedy the violation within 48 hours of written notice from the Board. If the owner fails to remedy the violation within 48 hours, the Board may levy a fine of \$500.00 and recurring fines of \$50.00 per day will accrue for each day that the violation persists.

3 Any owner who has been assessed a fine under this section shall have the right to make a written request for a hearing to protest or dispute the fine within 14 days from the date the initial fine is assessed. Failure to request a hearing within the 14-day timeframe shall be deemed a waiver of the right to a hearing and the fine will be presumed to be validly assessed.

4 Any fine validly assessed may be collected in the same manner as an unpaid assessment, and the same shall therefore constitute a lien on the lot in violation.

In addition to the remedies set forth above, if the violation persists more than fourteen (14) calendar days after the initial written notice to the lot owner in violation, the Board may elect to enforce the provisions of this section by judicial action, pursuant to Article X, Section 1 of the Declaration.

The above Resolution has been adopted by the Board of Trustees at a meeting held on the 5 day of May 2015.

ATTEST TO
BY: Jessica Mees
President

ATTEST TO
BY: [Signature]
Secretary/Treasurer

ATTEST TO
BY: [Signature]
Vice President

ATTEST TO
BY: [Signature]
Director

ATTEST TO
BY: [Signature]
Director

Recorded in the official records of the Quail Lake Homeowners Association this 5 day of May, 2015.

Notary Public [Signature]

