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DOC # 20170047767

Amended Restrictive Covenants Page 1 of 46
Russell Shirts Washington County Recorder
11/27/2017 02:07:48 PM Fee \$ 101.00
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AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
THE COUNTRY CLUB TOWNHOMES,
A PLANNED UNIT DEVELOPMENT

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**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF THE COUNTRY CLUB
TOWNHOMES
(A Planned Unit Development)**

THIS Amended and Restated DECLARATION of Covenants, Conditions and Restrictions, hereinafter called "Declaration", is made and executed in St. George, Washington County, State of Utah, pursuant to this instrument which includes the written consent of sixty-seven percent (67%) of the Lot Owners as provided for in Article XII of the Original Declaration (defined below) and Utah Code § 57-8a-104. This amended and restated instrument hereby restates in its entirety and substitutes for the following:

- Declaration of Covenants, Conditions and Restrictions of The Country Club Townhomes a Planned Unit Development recorded on June 27, 1985 as Entry No. 278002, in Book 380, Page 909 through 948 (the "Original Declaration");
- Amendment 1 of Covenants, Conditions and Restrictions The Country Club Townhomes of Bloomington, a Planned United Development and Country Club Estates recorded on May 30, 2002 as Entry No. 00766992, in Book 1467, Page 2391 through 2407 (the "First Amendment");
- Amendment 2, of Covenants, Conditions and Restrictions The Country Club Townhomes a Planned Unit Development recorded on October 14, 2002 as Entry No. 00785296, in Book 1493, Page 2434 through 2452 (the "Second Amendment");
- Amendment to the Declaration of the Covenants, Conditions, and Restrictions of Country Club Townhome Owners Association recorded on September 26, 2007 as Document No. 20070047328 (the "Third Amendment");
- Amendment 4 to the Declaration of Covenants, Conditions and Restrictions of Country Club Townhomes of Bloomington Phase I and Phase II recorded on October 11, 2011 as Document No. 20110034601 (the "Fourth Amendment") all with the Recorder of Washington County, Utah; and
- any other amendments, supplements, or annexing documents to the covenants, conditions and restrictions of The Country Club Townhomes, whether or not recorded with the Washington County Recorder.

The Community Association Act, Utah Code § 57-8a-101, et. seq. (the "Act"), as amended from time to time, shall supplement this Declaration. If an amendment to this Declaration adopts a specific section of the Act, such amendment shall grant a right, power, and privilege permitted by such section of the Act, together with all correlative obligations, liabilities and restrictions of that section. The remedies in the Act and the Declaration -- provided by law or in equity -- are cumulative and not mutually exclusive.

WITNESSETH:

WHEREAS, Declarant was the Owner of certain property in the County of Washington, State of Utah, which the Declarant subjected to the Original Declaration, as amended and supplemented from time to time.

WHEREAS, Declarant was the Owner of certain Townhomes and other improvements heretofore constructed upon the property and the Declarant subdivided the property into Lots and sold and conveyed the same to various purchasers, and

WHEREAS, Declarant conveyed the property subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as set forth in the Original Declaration, as amended and supplemented from time to time.

WHEREAS, because Declarant declared, and because the Association (defined below) continues to declare, all of the property must be held, sold and conveyed subject to easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of the property and which must be construed as covenants of equitable servitude, which shall run with the real property and shall be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I
DEFINITIONS

Section 1. Association

“Association” shall mean and refer to THE COUNTRY CLUB TOWNHOME ASSOCIATION (sometimes previously referred to as “Country Club Homeowners Association”) its successors and assigns.

Section 2. Owner

“Owner” shall mean and refer to the record Owner, whether one (1) or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 3. Properties

“Properties” shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. Common Area

“Common Area” shall mean all real property (including the improvements thereto) now owned by the Association or hereafter acquired for the common use and enjoyment of the members and not dedicated for use by the general public, specifically exempting therefrom all Lots as hereafter defined which shall be deeded to grantees of Declarant. The Common Areas owned by the Association are identified by the Plat Maps recorded in relation to the Properties.

Section 5. Lot

“Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, with the exception of the Common Area.

Section 6. Member

“Member” shall mean and refer to every person or entity who holds membership in the Association.

Section 7. Declarant

“Declarant” shall mean and refer to The Country Club Townhome, Inc.

Section 8. Conveyance

“Conveyance” shall mean and refer to actual conveyance of fee title to any Lot to any Owner by a warranty deed or other document of title and shall not mean the mere execution of an installment sales contract.

Section 9. Townhome

“Townhome” shall mean and refer to a single-family dwelling unit constructed by Declarant on a Lot.

Section 10. Declaration

“Declaration” shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the office of the Recorder of Washington County, Utah, as amended or supplemented from time to time.

Section 11. Development

“Development” shall mean and refer to that certain real property, and any additions thereto, together with all buildings and improvements thereon, described in this Declaration.

Section 12. Limited Common Area

“Limited Common Area” shall mean and refer to those Common Areas designated on the subdivision plat or in this Declaration as reserved for the use of a certain Lot Owner or Owners to the exclusion of the other Lot Owners.

Section 13. Board of Directors

“Board of Directors” shall mean and refer to the governing board of the Townhome Association defined above.

**ARTICLE II
PROPERTY RIGHTS**

Section 1. Owners' Easements of Enjoyment.

Except with respect to the Limited Common Areas, every Lot Owner shall have a right and easement of use and enjoyment in and to the Common Area which easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Area, provided that such fees charged by the Association shall in no way affect its status as a non-profit corporation.
- (b) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and in aid thereof to mortgage said property; the rights of such mortgage in said property to be subordinate to the rights of the Owners hereunder;
- (c) The right of the Association to suspend the voting rights of a member and to deny said member use of any recreational facility for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.
- (d) With the approval of two-thirds (2/3) of the Owners and approval of the local municipal authorities, the right of the Association to sell, exchange, hypothecate, alienate, encumber, dedicate, release or transfer all or part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. The granting of easements for public utilities or other public purposes consistent with the intended use of such Common Area by the Association shall not be deemed a transfer within the meaning of this clause. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of the voting members has been recorded and approved by the local municipal authority pursuant to Utah Code § 10-9a-606.
- (e) The right of the Association to take such steps as are reasonably necessary or desirable to protect the Common Area against foreclosure.
- (f) The right of the Association to grant and reserve easements and right-of-way through, under, over and across the Common Area, for the installation, maintenance and inspection of lines and appurtenances for public or private utilities and the construction of additional Townhomes.
- (g) The right of individual Owners to the exclusive use of the driveway to the front of each individual Lot as provided for in this article.

Section 2. Delegation of Use.

Any member may designate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Parking Rights.

Ownership of each Lot shall entitle the Owner or Owners thereof to the exclusive use of that driveway area to the front of each Lot and as delineated on the plat as limited common area.

Section 4. Title to the Common Area.

The Declarant covenanted for itself, its heirs and assigns, that it would convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens, prior to the conveyance of the first Lot, except, (i) any state of facts an accurate survey may show, (ii) covenants, restrictions, easements, encumbrances and liens created by or pursuant to this Declaration, (iii) easements and rights-of-way of record, and (iv) a covenant to maintain the Common Area in good repair and condition at all times and to operate the same at its own expense in accordance with high standards, which shall be deemed to run with the land and shall be binding upon the Association, its successors and assigns.

**ARTICLE III
MEMBERSHIP AND VOTING RIGHTS**

Section 1. Membership.

Every person or entity who is a record Owner of a free or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one (1) membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership, and shall automatically commence upon a person becoming such Owner and shall automatically terminate and lapse when such ownership in said property shall terminate or be terminated.

Section 2. Voting.

Each Member shall be entitled to one (1) vote for each Lot owned. When more than one (1) person owns an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as the Lot Owners determine, but in no event, shall more than one (1) vote be cast with respect to any Lot. In the event such persons fail to agree then their vote shall be cast ratably among the respective interests. A vote cast at any Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the vote attributable to the Lot concerned unless an objection is immediately made by another Owner of the same Lot. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

Section 3. Display of the Flag.

The Association may not prohibit an Owner from displaying the United States flag inside a dwelling or on the Owner's Lot or Limited Common Area appurtenant to the Owner's Lot if the display complies with United States Code, Title 4, Chapter 1. The Association may, by rule of the Board, restrict the display of a United States flag on the Common Area.

Section 4. Board Acts for Association.

Except as limited in the Declaration or the Association Bylaws, the Board acts in all instances on behalf of the Association.

**ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments, (b) special assessments, (c) capital assessments, (d) reinvestment assessments, (e) benefited assessments, (f) insurance assessments, and (g) such other assessments as provided for herein; such assessments to be levied, fixed, established and collected from time to time as hereinbelow provided. The assessments, together with interest, costs and reasonable attorney fees, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. The Association and each Lot Owner hereby conveys and warrants pursuant to Sections 212 and 302 of the Act, and Utah Code § 57-1-20, to attorney Bruce C. Jenkins, or any other attorney that the Association engages to act on its behalf to substitute for Bruce C. Jenkins, with power of sale, the Lot and all improvements to the Lot for the purpose of securing payment of assessments under the terms of the Declaration.

Section 2. Purpose of Assessments.

The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members, and in particular and subject to Article VII (Exterior Maintenance) for the improvement, repair and maintenance of the Common and Limited Common Areas. Services and facilities devoted to this purpose and related to the use and enjoyment of the Common and Limited Common Areas and of Townhomes situated upon the Properties shall include, but are not limited to, funds for the actual cost to the Association of all taxes and insurance and shall include a reserve for repairs, replacement and maintenance of those elements of the Common and Limited Common Areas and for the maintenance of the exteriors of the Townhomes for which the Association is obligated pursuant to Article VII, including: caring for the grounds, landscaping, garbage pickup, snow removal and other services furnished to Owners by the Association, and other charges required by this Declaration or that the Board of Directors shall determine to be necessary to meet the primary purposes of the Association. Special and capital improvement assessments shall be used exclusively for the purposes for which such assessments were levied as provided for in this declaration.

Section 3. Basis and Maximum of Annual Assessments.

At least annually the Board shall prepare and adopt a budget for the Association and the Board shall present the budget at a meeting of the members. A budget presented by the Board is only disapproved if member action to disapprove the budget is taken in accordance with the limitations under Section 215 of the Act.

Each Lot will then be assessed according to the total square footage of the townhome (basements included), exclusive of garage area. As such, each Unit Owner shall pay the Unit's percentage share of the annual assessment, as indicated in the following table, and all payments are to be rounded to the nearest dollar:

Unit 1	7.2%	Unit 6	6.6%	Unit 11	7.6%
Unit 2	6.2%	Unit 7	7.6%	Unit 12	5.8%
Unit 3	7.2%	Unit 8	7.6%	Unit 13	5.8%
Unit 4	6.6%	Unit 9	6.6%	Unit 14	5.8%
Unit 5	6.6%	Unit 10	6.6%	Unit 15	6.2%

(a) The maximum annual base assessment may be increased each year not more than ten percent (10%) above the maximum base assessment for the previous year without a vote of the membership.

(b) The maximum annual base assessment may be increased more than ten percent (10%) only by a vote of two-thirds (2/3) of the members votes who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of directors shall fix the annual base assessment at an amount not in excess of the maximum.

Section 4. Capital Improvement Assessments.

In addition to annual assessments, with the approval of two-thirds (2/3) of the members votes, the Association may levy, for any assessment period, capital improvement assessments, applicable to the assessment period only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon any Common or Limited Common Area.

Section 5. Special Assessments.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement, upon the Common or Limited Common Areas, including fixtures and personal property related thereto, and for the repair of the exteriors of the Townhomes, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Notice and Quorum for any Action Authorized Under Sections 3 and 5.

Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 5 shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days, in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast forty percent (40%) of all the votes of membership shall constitute a quorum. If the required quorum is not present, another meeting shall be called subject to the same notice requirement, and the required quorum of the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Rate of Assessment.

Annual, special and capital assessments shall be fixed at uniform rates for all Lots and may be collected on a monthly basis.

Section 8. Date of Commencement of Regular Assessments; Due Dates.

The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates for payment of said assessment shall be established by the Board of Directors.

The Association shall, upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. Furthermore, a first mortgage holder, upon request, is entitled to a written certificate from the Association advising of any default by the Lot Owner of any obligation not cured within sixty (60) days. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Delinquent Members.

9.1. Delinquent Member. As used in this section, "Delinquent Member" means a Lot Owner who fails to pay an assessment when due.

9.1.1 The Board of Directors may terminate a Delinquent Member's right:

- (a) to receive a utility service for which the Member pays as a common expense; or
- (b) of access to and use of recreational facilities.

9.1.2. (a) Before terminating a utility service or right of access to and use of recreational facilities under Subsection 9.1.1 the Manager or Board of Directors shall give the Delinquent Member notice. Such notice shall state:

- (i) that the Association will terminate the Member's utility service or right of access to and use of recreational facilities, or both, if the Association does not receive payment of the assessment within fourteen (14) calendar days;
- (ii) the amount of the assessment due, including any interest or late payment fee; and
- (iii) the Member's right to request a hearing under Subsection 9.1.3.

(b) A notice under Subsection 9.1.2(a) may include the estimated cost to reinstate a utility service if service is terminated.

9.1.3. (a) The Delinquent Member may submit a written request to the Board of Directors for an informal hearing to dispute the assessment.

(b) A request under Subsection 9.1.3(a) shall be submitted within fourteen (14) days after the date the Delinquent Member receives the notice under Subsection 9.1.2(a).

9.1.4. The Board of Directors shall conduct an informal hearing requested under Subsection 9.1.3(b) in accordance with the hearing procedures of the Association.

9.1.5. If the Delinquent Member requests a hearing, the Association may not terminate a utility service or right of access to and use of recreational facilities until after the Board of Directors:

- (a) conducts the hearing; and
- (b) enters a final decision.

9.1.6. If the Association terminates a utility service or a right of access to and use of recreational facilities, the Association shall take immediate action to reinstate the service or right following the Member's payment of the assessment, including any interest and late payment fee.

9.1.7. The Association may:

- (a) levy an assessment against the Delinquent Member for the cost associated with reinstating a utility service that the Association terminates as provided in this section; and
- (b) demand that the estimated cost to reinstate the utility service be paid before the service is reinstated, if the estimated cost is included in a notice under Subsection 9.1.2(b).

Section 10. Tenant Payment of Assessments.

(a) The Board may require a tenant under a lease with a Lot Owner to pay the Association all future lease payments due to the Lot Owner if the Lot Owner fails to pay an assessment for a period of more than sixty (60) days after the assessment is due and payable, beginning with the next monthly or periodic payment due from the tenant and until the Association is paid the amount owing. Before requiring a tenant to pay lease payments to the Association, the Association's manager or Board shall give the Lot Owner notice, which notice shall state: (i) the amount of the assessment due, including any interest, late fee, collection cost, and attorney fees; (ii) that any costs of collection, including attorney fees, and other assessments that become due may be added to the total amount due and be paid through the collection of lease payments; and (iii) that the Association intends to demand payment of future lease payments from the Lot Owner's tenant if the Lot Owner does not pay the amount owing within fifteen (15) days.

(b) If a Lot Owner fails to pay the amount owing within fifteen (15) days after the Association's manager or Board gives the Lot Owner notice, the Association's manager or Board may exercise the Association's rights by delivering a written notice to the tenant. The notice to the tenant shall state that: (i) due to the Lot Owner's failure to pay an assessment within the required time, the Board has notified the Lot Owner of the Board's intent to collect all lease payments until the amount owing is paid; (ii) the law requires the tenant to make all future lease payments, beginning with the next monthly or other periodic payment, to the Association, until the amount owing is paid; and (iii) the tenant's payment of lease payments to the Association does not constitute a default under the terms of the lease with the Lot Owner. The manager or Board shall mail a copy of this notice to the Lot Owner.

(c) A tenant to whom notice is given shall pay to the Association all future lease payments as they become due and owing to the Lot Owner: (i) beginning with the next

monthly or other periodic payment after the notice is delivered to the tenant; and (ii) until the Association notifies the tenant under Subsection (6) that the amount owing is paid. A Lot Owner shall credit each payment that the tenant makes to the Association under this section against any obligation that the tenant owes to the Owner as though the tenant made the payment to the Owner; and may not initiate a suit or other action against a tenant for failure to make a lease payment that the tenant pays to an Association as required under this section.

(d) Within five (5) business days after the amount owing is paid, the Association's manager or Board shall notify the tenant in writing that the tenant is no longer required to pay future lease payments to the Association. The manager or Board shall mail a copy of this notification to the Lot Owner. The Association shall deposit money paid to the Association under this section in a separate account and disburse that money to the Association until the amount owing is paid; and any cost of administration, not to exceed twenty-five dollars (\$25), is paid. The Association shall, within five (5) business days after the amount owing is paid, pay to the Lot Owner any remaining balance.

Section 11. Reinvestment Fee Assessment.

In addition to all other assessments and upon the conveyance of a Lot there shall be one (1) Reinvestment Fee charged to the buyer or seller, as the buyer and seller may determine, comprised of one (1) or more of the following charges:

- (a) An assessment determined pursuant to resolution of the Board and charged for:
 - (i) Common planning, facilities, and infrastructure,
 - (ii) obligations arising from an environmental covenant,
 - (iii) community programming,
 - (iv) recreational facilities and amenities,
 - (v) the following association expenses
 - (A) the administration of the common interest association;
 - (B) the purchase, ownership, leasing, construction, operation, use, administration, maintenance, improvement, repair, or replacement of association facilities, including expenses for taxes, insurance, operating reserves, capital reserves, and emergency funds;
 - (C) providing, establishing, creating, or managing a facility, activity, service, or program for the benefit of property Owners, tenants, common areas, the burdened property, or property governed by the common interest association; or
 - (D) other facilities, activities, services, or programs that are required or permitted under the common interest association's organizational documents; and
- (b) Expenses reasonably charged to the Owners Association by the Association's Manager for the administration of the conveyance.
- (c) No reinvestment assessment shall exceed 0.5% of the fair market value of the Lot, plus all improvements. When the seller is a financial institution, the reinvestment assessment shall be limited to the costs directly related to the transfer, not to exceed two hundred and fifty dollars (\$250.00). The Association may assign the charges in Section 11(b) directly to the Association's manager.

Section 12. Benefitted Assessments.

The Board may levy Benefitted Assessments against particular Lots for expenses incurred or to be incurred by the Association to cover the costs, including overhead and administrative costs, of providing benefits to that Lot not in common with all other Lots, or to recover costs incurred by the Association in maintaining, repairing or replacing some or all of the Lot, Limited Common Area appurtenant thereto, and Townhome.

Section 13. Effect of Non-Payment of Assessments; Remedies of the Association.

Any assessments which are not paid when due, which shall be on the first of each month, shall be delinquent. The Board may assess a late fee, as determined by an Association Rule adopted by the Board if the assessment is not paid within five (5) calendar days of when the assessment is due. If the assessment is not paid within ten (10) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, or such other rate as the Board of Directors may establish from time to time. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, either judicially or non-judicially, and interest, costs of suit, and reasonable attorney fees incurred shall be added to the amount of such assessment.

Each such Owner, by his acceptance of a deed to a Lot, hereby expressly grants to the Association, its successors, assigns, or agents the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Lot Owners. The Association, acting on behalf of the Lot Owners, shall have the power to bid in an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

Section 14. Nonuse and Abandonment.

No Owner may waive or escape personal liability for the assessments provided for herein, nor release the Lot owned by him from the liens and charges hereof, by nonuse of any Common or Limited Common Area or abandonment of his Lot.

Section 15. Subordination of the Lien to Mortgages.

The lien created hereunder upon any Lot shall be subject and subordinate to and shall not affect the rights of the holder of the indebtedness secured by any first mortgage (meaning a mortgage with first priority over other mortgages) or equivalent security interest on any Lot, made in good faith and for value, recorded prior to the date any such assessment becomes due. Any holder of a first mortgage lien or equivalent security interest on a Lot who comes into possession by virtue of foreclosure of a mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale will take said Lot and the improvements appurtenant thereto free of any claims for unpaid assessment charges against said Lot which accrue prior to the time such holder comes into possession of the Lot, except for the claims for a share of such expenses or charge resulting from a reallocation of such assessment or charges to all Lots including the

mortgaged Lot. No such sale or transfer shall relieve such Lot from liability for any assessments which thereafter became due or from the lien thereof.

Section 16. Exempt Property.

The following property subject to this Declaration shall be exempt from the assessments created herein:

- (a) All Properties dedicated to and accepted by any local public authority;
- (b) the Common Areas and Limited Common Areas; and
- (c) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Utah.

However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 17. Management Agreements.

The Board may employ a manager or other persons who may contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association. Any contract with a person or firm appointed as a manager or managing agent shall be terminable by the Association for cause upon thirty (30) days written notice thereof. Any such contract, and any other contract (except prepaid casualty and/or liability insurance policies of not to exceed three (3) years duration where the policy permits short term cancellation by the insured) with a third person wherein the third person is to furnish goods or services for any Common or Limited Common Area or the Association, shall be limited to a duration of one (1) year; provided, however, that such contracts may be renewable for successive one (1) year periods with the approval, for each such period, by a vote or written consent of a majority of members votes of the Association.

Section 18. Insurance Assessments.

The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain insurance for all the buildings, including all Townhomes.

18.1 Casualty/Property Coverage.

18.1.1 The Association shall maintain blanket property insurance or guaranteed replacement cost insurance (the "Property Insurance") on the physical structures of all the Common Area and facilities, Limited Common Area and Townhomes, including coverage for (i) Structural components including but not limited to framing, trusses, subfloor (i.e. cement slab or floor joists and decking); (ii) utility, conduit and plumbing lines within the walls; and (iii) any fixture, improvement, or betterment installed at any time to a Townhome or to a Limited Common Area appurtenant to a Townhome, whether installed in the original construction or in any remodel or later alteration, including a floor covering, cabinet, light fixture, electrical fixture, heating or plumbing fixture, paint, wall covering, window, and any other item permanently part of or affixed to a Townhome or to a limited common area (collectively the "Insured Property"). The Property Insurance shall insure against all risks of direct physical loss commonly insured against, including

fire and extended coverage perils. The total amount of coverage provided by the Property Insurance shall be not less than one hundred percent (100%) of the full replacement cost of the Insured Property at the time the insurance is purchased and at each renewal date, excluding items normally excluded from property insurance policies.

18.1.2 Each Owner of a Townhome shall be an insured person under the Property Insurance policy. The Association shall set aside an amount equal to the amount of the Association's property insurance policy deductible or, if the policy deductible exceeds ten thousand dollars (\$10,000.00) an amount not less than ten thousand dollars (\$10,000.00). The Townhome Owners are responsible for payment of the Association's property insurance deductible. If a Townhome Owner fails to pay the deductible, the Association may pay the deductible and include it as a Benefitted Assessment against the Owner and lien against the Owner's Townhome. The Association shall provide notice to each Townhome Owner of the Owner's obligation under for the Association's property policy deductible and of any change in the amount of the deductible.

18.1.3 If a loss occurs that is covered by the Property Insurance policy and another property insurance policy in the name of a Townhome Owner: (i) the Association's policy provides primary insurance coverage; and (ii) the Townhome Owner is responsible for the deductible of the Association of Townhome Owners and building property coverage, often referred to as coverage A, of the Townhome Owner's policy applies to that portion of the loss attributable to the policy deductible of the Association.

18.1.4 If, in the exercise of the business judgment rule, the Board determines that a covered loss is likely not to exceed the Property Insurance policy deductible of the Association and until it becomes apparent the covered loss exceeds the deductible of the Property Insurance and a claim is submitted to the Property Insurance insurer of the Association: (i) a Townhome Owner's policy is considered the policy for primary coverage for a loss occurring to the Townhome Owner's Unit or to a Limited Common Area or facility appurtenant to the Townhome Unit; (ii) the Association is responsible for any covered loss to any Common Areas and facilities; (iii) a Townhome Owner who does not have a policy to cover the damage to that Townhome Owner's Unit and appurtenant Limited Common Areas and facilities is responsible for that damage, and the Association may recover any payments the Association makes to remediate that Townhome and appurtenant Limited Common Areas and facilities; and (iv) the Association need not tender the claim to the Association's insurer.

18.1.5 All further and other requirements and obligations related to the Association's Property Insurance shall be governed by Section 43 of the Act.

18.2 Liability Coverage. The Board shall also purchase comprehensive liability coverage in such amounts and in such forms as it deems advisable to provide adequate protection. Coverage shall, at a minimum, include liability for personal injuries and activities in connection with the ownership, operation, maintenance and other use of the Property. Workers' compensation or employer's liability insurance and all other similar insurance in respect to employees of the Board of Directors in the amounts and in the forms now or hereafter required by law.

18.3 Deductibles. The Board of Directors may comply with the above requirements by the purchase of said policies and may elect such “deductible” provisions as in the opinion of the Board of Directors are consistent with this Section 18 and good business practice.

18.4 Claims. Any claim filed for payment under the Property Insurance Policy shall first be submitted to the Board of Directors. The Board of Directors, in their sole discretion, shall submit said claim to the underwriter.

18.5 Indemnity. All Owners shall be responsible for any loss or damage not defined above and shall further indemnify the Association and its Board of Directors from any and all claims, demands, causes of action including attorney fees, arising out of any insurance matter; and the Owner shall be personally responsible for any loss or damage including but not limited to the following:

18.5.1 Any loss or damage not specified in Section 18.1 above which is attributable to an individual Unit.

18.5.2 Any deductible on the overall policy. The Owner is responsible for payment of the deductible even where paid out on any loss set forth in Section 18.1.

18.5.3 Any loss incurred inside the exterior unfinished walls of an individual Unit except those specified in Section 18.1 above.

18.5.4 Any loss due to flooding or other water damage, earthquake, volcanic eruption or other disaster not specifically covered in the overall policy held by the Association.

18.5.5 All losses or damage due to acts of war or nuclear disaster.

18.6 Fidelity Bond. The Board of Directors may purchase a fidelity bond in the amount of one hundred and fifty percent (150%) of the Association’s estimated annual operating expenses and reserves, to insure against dishonesty of employees, destruction or disappearance of money or securities, and forgery.

18.7 Other Insurance. The Board of Directors may obtain insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the Property, including any personal property of the Board of Directors or of the Association located thereon.

18.8 Casualty/Property Insureds. Property Insurance shall be carried in a form or forms naming the Association as the insured, as trustee for the Owners and for Declarant while an Owner. Such policies shall provide a standard, non-contributory mortgagees clause in favor of each first mortgagee which shall have given notice to the Board of Directors of such first mortgage. Each policy also shall provide that it cannot be canceled by either the insured or the insurance company until after ten (10) days prior written notice is first given to each Owner, to Declarant, and to each first mortgagee. All policies of insurance shall, if possible, provide that the insurance thereunder shall be invalidated or suspended only in respect to the interest of any particular Owner guilty of breach of warranty, act, omission, negligence or noncompliance with any provision of such policy,

including payment of the insurance premium applicable to that Owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy. All policies of insurance shall, if possible, provide further that the insurance under any such policy as to the interest of all other insured Owners not guilty of any such act or omission, shall not be invalidated and shall remain in full force and effect. The Association shall provide notice to a Mortgagee within thirty (30) days of any condemnation or casualty loss that affects either a material portion of the Project or the Unit in which the Mortgagee has an interest.

18.9 Liability Insureds. Public liability and property damage insurance shall name the Association as the insured, as trustee for the Owners and for Declarant while an Owner, and shall protect each Owner and the Declarant against liability for acts of the Board of Directors in connection with the ownership, operation, maintenance or other use of the Property. Such policies of insurance shall provide that all insureds (including the Declarant, Owners, and Board of Directors, and officers of the Association) shall be considered as separately insured and coverages shall be afforded each such insured in the same manner as though separate policies had been issued to each such insured and the insurance afforded any person or organization as insured under this policy shall not in any way be prejudiced by the inclusion therein of more than one (1) person and/or organization as insured, but the inclusion of more than one (1) insured under the policy shall not operate to increase the limits of the insurance company's total liability under the policy.

18.10 Townhome Owner Responsibility. Casualty and public liability insurance coverage within each individual Townhome shall be the responsibility of the respective Owners.

18.11 Proceeds. The Board of Directors shall receive the proceeds of any casualty insurance payment received under policies obtained and maintained. To the extent that reconstruction is required, the proceeds shall be used for the purpose of reconstructing the Common Area, but not for the reconstruction of a Townhome Owner's individual property or improvements.

18.12 Individual Policies. Notwithstanding the provisions of subparagraphs 18.1 and 18.2 above, each Owner is encouraged to purchase an individual insurance policy on each respective Townhome that they purchase with minimum limits of no less than the amount to cover the Association's Property Insurance deductible.

18.13 Miscellaneous.

18.13.1 In the event of damage or destruction by fire or other casualty to any properties covered by insurance written in the name of the Association, the Board of Directors shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the properties to as good condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, whose accounts are insured by a Federal governmental agency, with the proviso agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors. The Board of Directors shall advertise for sealed bids with any licensed contractors, and then may negotiate with any contractor, who shall be required

to provide a full performance and payment bond for the repair, reconstruction, or rebuilding of such destroyed building or buildings.

18.13.2 In the event the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding to the same condition as formerly, the Board of Directors shall levy a special assessment against all Owners of the damaged Townhomes in such proportions as the Board of Directors deem fair and equitable in the light of the damage sustained by such Townhomes. Such payments shall be made to all such Owners and their mortgagees in proportion to their percentage interests.

18.13.3 In the event of damage or destruction by fire or other casualty to any Townhome or other property covered by insurance written in the name of an individual Owner, said Owner shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to repair or rebuild such damaged or destroyed portions of the exterior of the Townhome in good workmanlike manner, in conformance with the original plans and specifications of said Townhome. In the event such Owner refuses or fails to so repair and rebuild any and all such damage to the exterior of the Townhome area within thirty (30) days, the Association, by and through its Board of Directors, is hereby irrevocably authorized by such Owner to repair and rebuild any such Townhome in a good and workmanlike manner in conformance with the original plans and specifications of the Townhome. The Owner shall then repay the Association in the amount actually expended for such repairs, and the Association shall have a lien securing the payment of insurance premiums, and subject to foreclosures as above provided.

18.13.4 The Board of Directors shall obtain and keep in full force and effect at all times the foregoing insurance coverage provided by companies duly authorized to do business in Utah. The cost, if any, of insurance coverage obtained by the Board of Directors shall be included in the annual assessment as set forth in Article IV hereof.

ARTICLE V PARTY WALLS

Section 1. General Rules of Law to Apply.

Each wall built as a part of the original construction of a townhome upon the properties and placed between two (2) separate living units intended for use and occupancy as a residence by a single family shall constitute a party wall and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance.

The cost of reasonable repair and maintenance of a party wall shall be shared equally by the owners who make use of the wall.

Section 3. Destruction by Fire or Other Casualty.

If a party wall is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of same, any Owner who has used the wall may restore it, and if the Owners thereafter make use of the wall, they shall

contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions. The word "use" as referred to herein means ownership of a dwelling unit or other structure which incorporates such wall or any part thereof.

Section 4. Weatherproofing.

Notwithstanding any other provisions of this Article, to the extent that such damage is not covered and paid by the insurance provided for herein, an Owner who by his negligence or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land.

The right of an owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration.

In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one (1) arbitrator, and the decision shall be by a majority of all the arbitrators. Should any party refuse to appoint an arbitrator within ten (10) days after written request the Board of Directors of the Association shall select an arbitrator for the refusing party.

Section 7. Encroachment.

If any portion of a party wall or other part of a building or structure now or hereafter constructed upon said property encroaches upon any part of the Common Areas or Limited Common Areas or upon the Lot or Lots used or designated for use by another Lot Owner, an easement for the encroachment and for the maintenance of same is granted and reserved and shall exist and be binding upon the Declarant and upon all present and future Owners of any part of said property for the benefit of the present and future Owners of such encroaching building or structure for the purpose of occupying and maintaining the same; in the event a structure consisting of more than one (1) dwelling unit becomes partially or totally destroyed or in need of repair or replacement, mutual and reciprocal easements are granted and reserved upon the Common and Limited Common Areas and in and upon each dwelling unit and Lot for the benefit of the Association and the adjacent Owner or Owners to the extent reasonably necessary or advisable to make repairs and replacements; and minor encroachments resulting from any such repairs and/or replacements and the maintenance thereof are hereby granted and reserved for the benefit of the present and future Owners thereof. The easements for encroachment herein granted and reserved shall run with the land.

**ARTICLE VI
ARCHITECTURAL CONTROL**

No fence, wall, building, sign or other structure (including basketball standards) or exterior addition to, or change or alteration thereof, including painting, or landscaping, shall be commenced, constructed, erected, placed, altered, maintained or permitted to remain on the project or any portion thereof, until plans and specifications shall have been submitted to and

approved in writing by the Board of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. Said plans and specifications shall be prepared by a duly licensed architect or other person approved by the Board and shall include, where appropriate, the following:

- (a) Plot plans, showing the location of all structures and showing grade elevations and drainage;
- (b) building plans, including floor, foundation and roof plans, with all materials thereof;
- (c) exterior elevations, surfaces, sections, structural design and salient exterior details;
- (d) general exterior color scheme; and
- (e) landscaping plans, showing type, location and elevation of trees, bushes, shrubs, plants, hedges and fences.

All such plans and specifications shall be submitted in writing over the signature of the Owner of the property or such Owner's authorized agent.

The Association may charge a plan fee that is equivalent to the cost of reviewing and approving the plans. As used in this section, "plans" mean any plans for the construction or improvement of a Lot which are required to be approved by the Association before the construction or improvement may occur.

Approval shall be based, among other things, on adequacy of site dimensions; adequacy of structural design and material; conformity and harmony of external design with neighboring structures; effective location and use of improvements in landscaping on neighboring property, improvements, landscaping, operations and uses; relation of topography, grade and finished ground elevation of property being improved to that of neighboring property; proper facing of main elevations with respect to nearby streets; preservation of view and aesthetic beauty with respect to fences, walls and landscaping; assurance of adequate access to the Association in connection with the performance of its duties and the exercise of its powers hereunder; conformity with such rules and regulations as may be adopted by the Board in accordance with this Article; and conformity of the plans and specifications to the purpose and general plan and intent of this Declaration.

In the event the Board fails to either approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted to it, it shall conclusively be presumed that the board has approved such plans and specifications. All improvement work approved by the Board shall be diligently completed and constructed in accordance with approved plans and specifications.

Unless at least two-thirds (2/3) of the votes of the members have given their prior written approval, the Association shall not be entitled by act or omission to change, waive or abandon any scheme of regulations or enforcement thereof, pertaining to the architectural design or the exterior appearance of Townhomes, the exterior maintenance of Townhomes, the maintenance of the Common and Limited Common Areas, or the upkeep of lawns and plantings on the Common and Limited Common Areas.

**ARTICLE VII
EXTERIOR MAINTENANCE**

Section 1. Association Responsibility for Maintenance.

(a) In addition to the maintenance, repair, and replacement of the Common Areas, the Association shall provide the following limited exterior maintenance, repair, and replacement upon each Lot and Limited Common Area: periodic painting, trees, shrubs, sidewalk along street, grass, roofs, and other exterior improvements. Such exterior maintenance shall not include glass surfaces; heating and cooling units; equipment located upon any Lot or upon the roof of any Townhome; walkways to Townhomes; driveways; patios; landscaping in rear yards; and repair or replacement of any brick, stucco or wood elements.

(b) The Association shall also not be responsible to maintain, repair or replace footings, foundations or other structural components of a Lot or Townhome. If, however, a Lot Owner fails to maintain, repair or replace the footings, foundations, other structural components of a Lot or Townhome, or the exterior improvements in Section 1(a) above not maintained by the Association, then after notice and opportunity to be heard, the Association may undertake the maintenance, repair and replacement not timely undertaken and completed by the Lot Owner and levy against the Lot Owner and the Lot a benefited assessment.

(c) In event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests or invitees of the Owners of the Lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of a benefitted assessment to which such Lot is subject, after the Lot Owner has been given notice and an opportunity for a hearing before the Board.

Section 2. Owner's Responsibility for Maintenance.

All utilities, fixtures and equipment including but not limited to heating and cooling, installed within a Townhome, commencing at a point where the utility lines, pipes, wires, conduits or systems branch off from mainlines servicing more than one (1) Townhome, shall be maintained and kept in repair by the Owner thereof. The Owner shall also maintain, repair and replace, at his expense, any heating or cooling unit located upon the roof of his Townhome or upon his Lot. An Owner shall do no act nor any work that will impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Townhomes or their Owners. The Owner shall further be responsible for all areas for which the Owner has exclusive use, such as patios, including tree and shrub maintenance and replacement in patio areas, walkways, both to and around the Townhome, driveways, privacy walls, rear yard landscaping, gutters, downspouts, planters associated with and around the Townhome and those items of exterior maintenance which are not the obligation of the Association under Section 1, above.

**ARTICLE VIII
EASEMENTS**

Section 1. Minor Encroachments.

Each Lot and the Common and Limited Common Areas shall be subject to an easement for encroachment created by construction, repair, shifting, settling or movement, and overhangs as designed or constructed by the Declarant. A valid easement for said encroachment and for the maintenance of same, so long as it stands, shall and does exist.

Section 2. Utilities Easement.

There is hereby granted and conveyed to the City of St. George, utility companies, their successors and assigns, a blanket easement upon, across, over and under all of the said Common or Limited Common Areas for ingress, egress, installation, replacing, repairing and maintaining all utilities at such location as said utilities deem appropriate. By virtue of this easement, it shall be expressly permissible for the providing electrical, cable television and/or telephone companies to construct and maintain the necessary equipment on said property and to affix and maintain electrical, cable television and/or telephone wires, circuits and conduits on, across and under the Common or Limited Common Areas.

An easement is further granted to all police, fire protection, ambulance, trash collection and all similar persons to enter upon the streets and Common or Limited Common Area in the performance of their duties. Notwithstanding anything to the contrary contained in this Article, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said property except as initially planned and approved by the Declarant or thereafter approved by the Board of Directors. Should any company furnishing a service conveyed by the general easement herein provided request a specific easement by separate recordable document, Declarant shall have the right to grant such easement on said property without conflicting with the terms hereof.

Section 3. Easements for Ingress and Egress.

An easement is hereby granted to the Association, its officers, agents, employees and to any management company selected by the Association to enter in or to cross over the Common and Limited Common Areas and any Lot to perform the duties or maintenance and repair or the Townhome or Common and Limited Common Areas provided for herein

**ARTICLE IX
RIGHT OF FIRST MORTGAGEES TO PAY TAXES
OR OTHER CHARGES WHICH ARE IN DEFAULT**

First mortgagees of Lots within this planned unit development may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Lot, Common Area or Limited Common Area and may pay overdue premiums on hazard insurance coverage on the lapse of a policy for such Lot, Common Area or Limited Common Area and first mortgagees making such payment shall be owed immediate reimbursement therefor from the Association.

**ARTICLE X
USE RESTRICTIONS**

Section 1. Residential Use.

No Owner shall occupy or use his Townhome, or permit the same or any part thereof to be occupied or used for any purpose, including but not limited to nightly rentals, time shares, or interval ownership, other than as a private residence for the Owner and the Owner's family or the Owner's lessees or guests.

Section 2. Fee Conveyed.

Each Lot shall be conveyed as a separately designated and legally described freehold estate, the Owner taking title in fee simple, subject to the terms, conditions, and provisions hereof.

Section 3. Reserved.

Section 4. Household Pets Permitted.

No animals, livestock or poultry of any kind may be raised, bred or kept on any Lot or in the Common or Limited Common Areas, except that dogs, cats or other household pets may be kept in Townhomes, or upon any Lot subject to the rules and regulations adopted by the Board of Directors.

Section 5. Signs.

No signs of any kind shall be displayed to the public view on or from any Lot or the Common or Limited Common Areas without prior consent of the Board of Directors.

Section 6. Obstruction of the Common or Limited Common Areas.

There shall be no obstruction of the Common and Limited Common Areas. Nothing shall be stored in the Common and Limited Common Areas without the prior consent of the Board of Directors.

Section 7. Prohibited Uses and Apparatus.

No obnoxious or offensive activities shall be carried on in any Lot or in the Common or Limited Common Areas, nor shall anything be done therein which may be or become an annoyance or nuisance to the Owners. Prohibited apparatus include: hot tubs, basketball standards, and sports courts; however, the Board may allow other external apparatus if approved in writing

Section 8. Oil and Mining Operations.

No drilling, quarrying or mining operations of any kind shall be permitted upon or in any Lot or upon the Common or Limited Common Areas.

Section 9. Alteration of Common or Limited Common Areas.

Nothing shall be altered or constructed, or removed from the Common or Limited Common Areas, except with the written consent of the Board of Directors.

Section 10. No Commercial Activities.

No commercial activities are allowed on the Properties except home occupations approved by the local municipal authority.

Section 11. Time Sharing, Nightly Rental and Interval Use Prohibited.

Neither the Declarant nor the Owner of any Lot shall allow or permit any form of time sharing ownership, nightly rentals or interval use.

Section 12. Leases.

Any lease agreement between a Townhome Owner and a lessee shall be for a minimum of one (1) year, and shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, Articles of Incorporation of the Association and the Bylaws of said Association, and that any failure by lessee to comply with the terms of such documents shall be a default under the lease. Furthermore, all leases shall be in writing.

**ARTICLE XI
GENERAL PROVISIONS**

Section 1. Enforcement.

The Association, or any Owner shall have the right to sue for damages, or to enforce by any proceeding injunctive or otherwise, at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, Bylaws or Articles of Incorporation. Specifically, the aggrieved party may seek to recover damages and for injunctive relief. Failure by the Association to enforce any covenant or restriction therein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Fines.

The Association, through its Board, shall have the power to levy fines for violations of the Association's governing documents and fines may only be levied for violations of the governing documents. In addition to the levy of fines, the Board may also elect to pursue other enforcement remedies and/or damages permitted under the governing documents. Furthermore, pursuant to Utah Code § 57-8a-218(2)(b), a tenant shall be jointly and severally liable to the Association with the Owner leasing to such tenant for any violation of the governing documents by the tenant. The Board shall adopt a rule for the procedure to enforce the governing documents and levy fines, including a schedule of fines.

Section 3. Severability, Construction and Validity of Restrictions.

All of said conditions, covenants and reservations contained in this Declaration shall be construed together, but if it shall at any time be held that any one of said conditions, covenants or reservations, or any part thereof, is invalid, or for any reason becomes unenforceable, no other condition, covenant or reservation, or any part thereof, shall be thereby affected or impaired; and the Declarant and Lot Owners, their successors, heirs, and/or assigns shall be bound by each article, section, subsection, paragraph, sentence, clause and phrase of this Declaration, irrespective of the fact that any article, section, subsection, paragraph, sentence, clause or phrase be declared invalid or inoperative or for any reason become unenforceable.

Section 4. Duration.

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representative, heirs, successors, and assigns for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

Section 5. Rules against perpetuities and unreasonable restraints

The rule against perpetuities and the rule against unreasonable restraints on alienation of real estate may not defeat or otherwise void a provision of this Declaration, the Articles, Bylaws, Plat, Rules or other governing document of the Association. If for any reason the Declaration does not comply with the Act, such noncompliance does not render a Lot or Common Area unmarketable or otherwise affect the title if the failure is insubstantial.

Section 6. Gender and Grammar.

The singular wherever used in this Declaration 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, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 7. Conflicts.

In case of any conflict between this Declaration, as the same may be amended from time to time, and the Articles of Incorporation and the Bylaws of the Association, as they may be amended from time to time, the provisions of this Declaration shall be controlling.

Section 8. Association Rules.

The Board may adopt, amend, cancel, limit, create exceptions to, expand or enforce rules and design criteria of the Association that are not inconsistent with the Declaration or the Act. Except in the case of imminent risk of harm to a Common Area, a limited Common Area, an Owner, a Lot or a dwelling, the Board shall give at least fifteen (15) days advance notice of the date and time the Board will meet to consider adopting, amending, canceling, limiting, creating exceptions to, expanding or changing the procedures for enforcing rules and design criteria. The Board may provide in the notice a copy of the particulars of the rule or design criteria under consideration. A rule or design criteria adopted by the Board is only disapproved if member action to disapprove the rule or design criteria is taken in accordance with the limitations under Section 217 of the Act.

Section 9. Reserve Analysis.

The Board shall cause a reserve analysis to be conducted no less frequently than every six (6) years and shall review and, if necessary, update a previously prepared reserve analysis every three (3) years. The Board may conduct the reserve analysis by itself or may engage a reliable person or organization to conduct the reserve analysis. The Board shall annually provide Owners a summary of the most recent reserve analysis or update and provide a complete copy of the reserve analysis or update to an Owner upon request. In formulating the budget each year, the Board shall include a reserve line item in an amount required by the governing documents,

or, if the governing documents do not provide for an amount, the Board shall include an amount it determines, based on the reserve analysis, to be prudent.

Section 10. Fair and Reasonable Notice.

Notwithstanding any other provision in the Declaration, Articles, Bylaws or Rules and Regulations, the Association may provide notice to Owners by electronic means, including text message, email, or the Association's website, except that an Owner may, by written demand, require the Association provide notice to that Owner by mail. Any notice required to be given will be deemed received and effective upon the earlier to occur of the following:

- (a) when sent by facsimile, the notice is deemed effective when the sender receives a facsimile acknowledgment confirming delivery of the facsimile;
- (b) when placed into the care and custody of the United States Postal Service, first-class mail, and addressed to the most recent address of the recipient according to the records of the Association, the notice is deemed effective at the earliest of the following: (i) when received; (ii) six (6) days after it is mailed; or (iii) on the date shown on the return receipt if sent by registered or certified mail, sent return receipt requested, and the receipt is signed by or on behalf of the addressee;
- (c) when sent via electronic means such as an e-mail, text message or similar electronic communication, the notice is deemed effective within twenty-four (24) hours of being sent and a rejection or undeliverable notice is not received by the sender;
- (d) when posted on the Association's website, the notice is deemed effective seventy-two (72) hours after it was posted;
- (e) when hand delivered, the notice is deemed effective immediately upon delivery; or
- (f) when delivered by other means, the notice is deemed effective upon such circumstances and conditions as are reasonably calculated to give notice to the Owner.

**ARTICLE XII
AMENDMENT**

Except as otherwise provided herein, this Declaration may be amended by an instrument signed by not less than sixty percent (60%) of the Lot Owners, which amendment shall be effective upon recordation in the Office of the Recorder of Washington County, State of Utah.

IN WITNESS WHEREOF, the undersigned President of the Board of Directors of The Country Club Townhome Association, certifies that the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions was adopted by an instrument signed and consented to by not less than sixty-seven percent (67%) of the Lot Owners pursuant to Article XII of the Original Declaration and Utah Code § 57-8a-104. True and correct copies of the written Consents are attached hereto as Exhibit B.

[SIGNATURES ON FOLLOWING PAGE]

THE COUNTRY CLUB TOWNHOME ASSOCIATION,
a Utah nonprofit corporation

[Handwritten Signature]

By:
Its: President

STATE OF UTAH,)

:ss.

County of Washington)

On this 9 day of November, 2017, before me personally appeared Udell K Webb, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he/she is the President of The Country Club Townhome Association, a Utah nonprofit corporation, and that the foregoing document was signed by him/her on behalf of the Association by authority of its Bylaws, Declaration, or resolution of the Board, and he/she acknowledged before me that he/she executed the document on behalf of the Association and for its stated purpose.

[Handwritten Signature: Tiffany Olson]
Notary Public

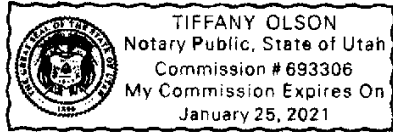


Exhibit A
(Legal Description)

This Amended and Restated Declaration of Covenants, Conditions and Restrictions of The Country Club Townhomes, a Planned Unit Development, effects the following real property, all located in Washington County, State of Utah:

ALL OF COUNTRY CLUB TH OF BLOOMINGTON 1 (SG) LOT 1
THROUGH LOT 11, ACCORDING TO THE OFFICIAL PLAT THEREOF,
ON FILE IN THE OFFICE OF THE RECORDER OF WASHINGTON
COUNTY, STATE OF UTAH.

Tax Parcel ID# SG-CCTH-1-1 through SG-CCTH-1-11

ALL OF COUNTRY CLUB TH OF BLOOMINGTON 2 (SG) LOT 12
THROUGH LOT 15 ACCORDING TO THE OFFICIAL PLAT THEREOF,
ON FILE IN THE OFFICE OF THE RECORDER OF WASHINGTON
COUNTY, STATE OF UTAH.

Tax Parcel ID# SG-CCTH-2-12 through SG-CCTH-2-15

**Exhibit B
(Consents)**

CONSENT/BALLOT

TO AMEND AND RESTATE THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE COUNTRY CLUB TOWNHOMES

I/We, the Owner(s) of Lot 1 in The Country Club Townhome Association (the "Association") hereby acknowledge receipt of this Consent/Ballot and a Notice of a Meeting (the "Notice"), regarding a meeting being called on the 21st day of November, 2017 at 12:00pm, being held at Community Association Management at the address listed below (the "Meeting").

As you know from the Notice sent to you with this Consent/Ballot, the purpose of the Meeting is to consider an amended and restated Declaration of Covenants, Conditions and Restrictions of the Association ("CC&Rs").

As a member of the Association you are entitled to cast your vote through this consent/ballot. A completed and returned ballot will be deemed a final vote by the member.

The Consent/Ballot is also used to obtain your written approval, as required by Article XII of the CC&Rs for recording the Consent/Ballot with the Amended and Restated CC&Rs. If passed, this Consent will be recorded with the Amended and Restated CC&Rs.

For the amendment and restatement of the CC&Rs there is no quorum requirement and the amendment and restatement shall be effective upon written approval of more than least 67% of the Owners at the Meeting or any adjournment of the Meeting and recording.

Therefore, the undersigned member hereby casts his or her vote as follows:

FOR

AGAINST

DATED, this 18 day of Sept, 2017.

Udell Webb (print name)

Lotus S Webb (print name)

[Signature] (signature)

[Signature] (signature)

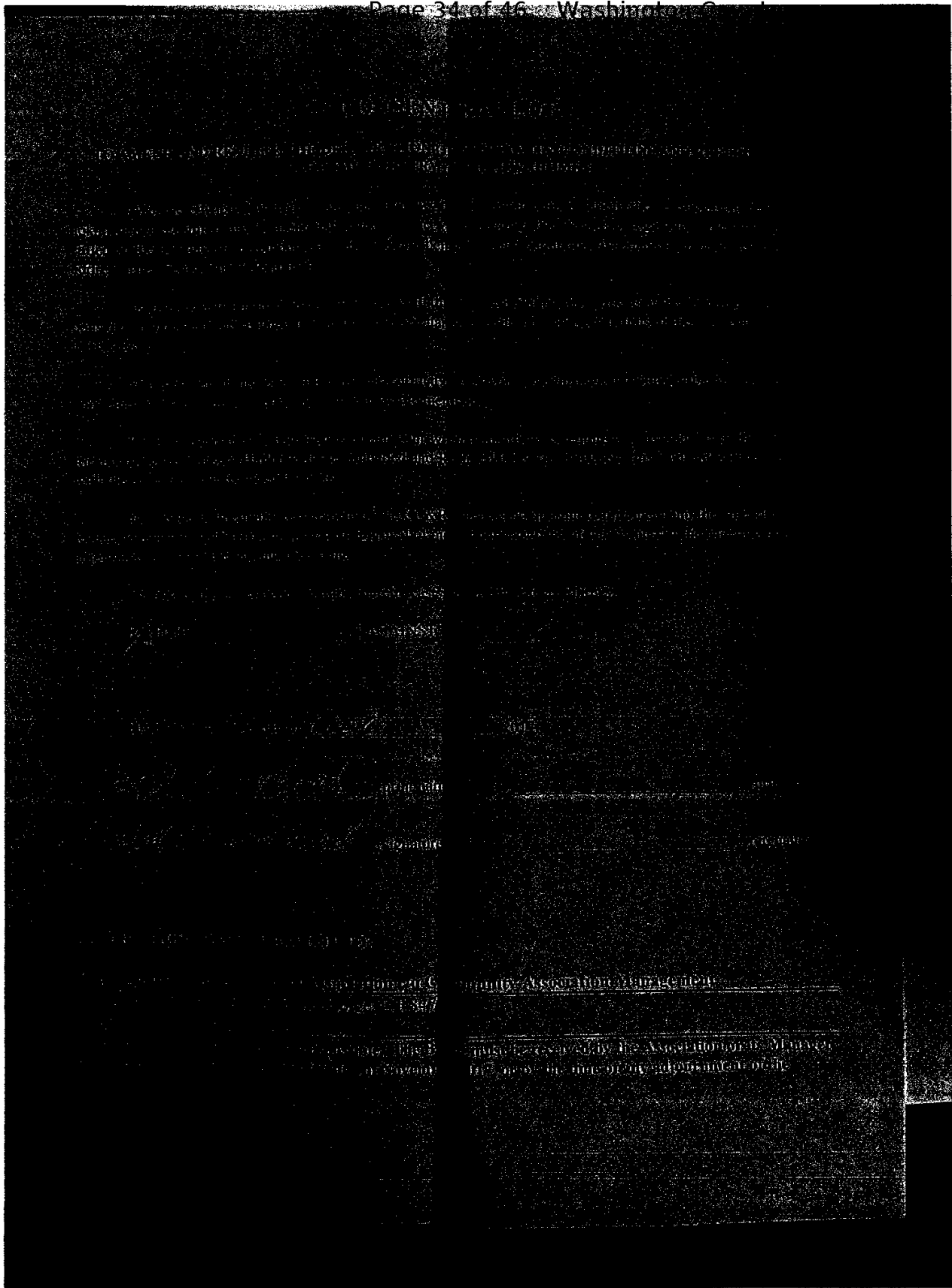
RETURN THIS CONSENT/BALLOT TO:

The Country Club Townhome Association c/o Community Association Management

107 South 1470 East, Ste. 204, St. George, UT 84790

EMAIL: corey@camutah.com

Please return your Ballot as soon as possible. The Ballot must be received by the Association or its Manager by the time of the Meeting on the 21st day of November 2017, or by the time of any adjournment of the Meeting.



CONSENT/BALLOT

TO AMEND AND RESTATE THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE COUNTRY CLUB TOWNHOMES

I/We, the Owner(s) of Lot 4 in The Country Club Townhome Association (the "Association") hereby acknowledge receipt of this Consent/Ballot and a Notice of a Meeting (the "Notice"), regarding a meeting being called on the 21st day of November, 2017 at 12:00pm, being held at Community Association Management at the address listed below (the "Meeting").

As you know from the Notice sent to you with this Consent/Ballot, the purpose of the Meeting is to consider an amended and restated Declaration of Covenants, Conditions and Restrictions of the Association ("CC&Rs").

As a member of the Association you are entitled to cast your vote through this consent/ballot. A completed and returned ballot will be deemed a final vote by the member.

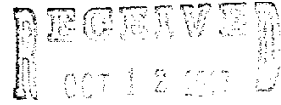
The Consent/Ballot is also used to obtain your written approval, as required by Article XII of the CC&Rs for recording the Consent/Ballot with the Amended and Restated CC&Rs. If passed, this Consent will be recorded with the Amended and Restated CC&Rs.

For the amendment and restatement of the CC&Rs there is no quorum requirement and the amendment and restatement shall be effective upon written approval of more than least 67% of the Owners at the Meeting or any adjournment of the Meeting and recording.

Therefore, the undersigned member hereby casts his or her vote as follows:

FOR

AGAINST



DATED, this 10th day of October, 2017.

BY:

Steven A. Sutton (print name)

CONNIE A. Sutton (print name)

Steven A. Sutton (signature)

Connie A. Sutton (signature)

RETURN THIS CONSENT/BALLOT TO:

The Country Club Townhome Association c/o Community Association Management

107 South 1470 East, Ste. 204, St. George, UT 84790

EMAIL: corey@camutah.com

Please return your Ballot as soon as possible. The Ballot must be received by the Association or its Manager by the time of the Meeting on the 21st day of November 2017, or by the time of any adjournment of the Meeting.

RECEIVED
SEP 24 2017

CONSENT/BALLOT

TO AMEND AND RESTATE THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.... OF THE COUNTRY CLUB TOWNHOMES

I/We, the Owner(s) of Lot 5 in The Country Club Townhome Association (the "Association") hereby acknowledge receipt of this Consent/Ballot and a Notice of a Meeting (the "Notice"), regarding a meeting being called on the 21st day of November, 2017 at 12:00pm, being held at Community Association Management at the address listed below (the "Meeting").

As you know from the Notice sent to you with this Consent/Ballot, the purpose of the Meeting is to consider an amended and restated Declaration of Covenants, Conditions and Restrictions of the Association ("CC&Rs").

As a member of the Association you are entitled to cast your vote through this consent/ballot. A completed and returned ballot will be deemed a final vote by the member.

The Consent/Ballot is also used to obtain your written approval, as required by Article XII of the CC&Rs for recording the Consent/Ballot with the Amended and Restated CC&Rs. If passed, this Consent will be recorded with the Amended and Restated CC&Rs.

For the amendment and restatement of the CC&Rs there is no quorum requirement and the amendment and restatement shall be effective upon written approval of more than least 67% of the Owners at the Meeting or any adjournment of the Meeting and recording.

Therefore, the undersigned member hereby casts his or her vote as follows:

FOR

AGAINST

DATED, this 15th day of September, 2017.

Sandee Card (print name)

ROYDEN CARD (print name)

Sandee Card (signature)

royden card (signature)

RETURN THIS CONSENT/BALLOT TO:

The Country Club Townhome Association c/o Community Association Management

107 South 1470 East, Ste. 204, St. George, UT 84790

EMAIL: corey@camutah.com

Please return your Ballot as soon as possible. The Ballot must be received by the Association or its Manager by the time of the Meeting on the 21st day of November 2017, or by the time of any adjournment of the Meeting.

CONSENT/BALLOT

TO AMEND AND RESTATE THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE COUNTRY CLUB TOWNHOMES

I/We, the Owner(s) of Lot 6 in The Country Club Townhome Association (the "Association") hereby acknowledge receipt of this Consent/Ballot and a Notice of a Meeting (the "Notice"), regarding a meeting being called on the 21st day of November, 2017 at 12:00pm, being held at Community Association Management at the address listed below (the "Meeting").

As you know from the Notice sent to you with this Consent/Ballot, the purpose of the Meeting is to consider an amended and restated Declaration of Covenants, Conditions and Restrictions of the Association ("CC&Rs").

As a member of the Association you are entitled to cast your vote through this consent/ballot. A completed and returned ballot will be deemed a final vote by the member.

The Consent/Ballot is also used to obtain your written approval, as required by Article XII of the CC&Rs for recording the Consent/Ballot with the Amended and Restated CC&Rs. If passed, this Consent will be recorded with the Amended and Restated CC&Rs.

For the amendment and restatement of the CC&Rs there is no quorum requirement and the amendment and restatement shall be effective upon written approval of more than least 67% of the Owners at the Meeting or any adjournment of the Meeting and recording.

Therefore, the undersigned member hereby casts his or her vote as follows:

FOR

AGAINST

DATED, this 21 day of November, 2017.

Linda Cook (print name) _____ (print name)
Linda Cook (signature) _____ (signature)

RETURN THIS CONSENT/BALLOT TO:

The Country Club Townhome Association c/o Community Association Management

107 South 1470 East, Ste. 204, St. George, UT 84790

EMAIL: corey@camutah.com

Please return your Ballot as soon as possible. The Ballot must be received by the Association or its Manager by the time of the Meeting on the 21st day of November 2017, or by the time of any adjournment of the Meeting.

CONSENT/BALLOT

TO AMEND AND RESTATE THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE COUNTRY CLUB TOWNHOMES

I/We, the Owner(s) of Lot 7 in The Country Club Townhome Association (the "Association") hereby acknowledge receipt of this Consent/Ballot and a Notice of a Meeting (the "Notice"), regarding a meeting being called on the 21st day of November, 2017 at 12:00pm, being held at Community Association Management at the address listed below (the "Meeting").

As you know from the Notice sent to you with this Consent/Ballot, the purpose of the Meeting is to consider an amended and restated Declaration of Covenants, Conditions and Restrictions of the Association ("CC&Rs").

As a member of the Association you are entitled to cast your vote through this consent/ballot. A completed and returned ballot will be deemed a final vote by the member.

The Consent/Ballot is also used to obtain your written approval, as required by Article XII of the CC&Rs for recording the Consent/Ballot with the Amended and Restated CC&Rs. If passed, this Consent will be recorded with the Amended and Restated CC&Rs.

For the amendment and restatement of the CC&Rs there is no quorum requirement and the amendment and restatement shall be effective upon written approval of more than least 67% of the Owners at the Meeting or any adjournment of the Meeting and recording.

Therefore, the undersigned member hereby casts his or her vote as follows:

FOR

AGAINST

RECEIVED
OCT 2 2017

BY:

DATED, this 9 day of Oct, 2017.

F. Dale SMART (print name) _____ (print name)
[Signature] (signature) _____ (signature)

RETURN THIS CONSENT/BALLOT TO:

The Country Club Townhome Association c/o Community Association Management
107 South 1470 East, Ste. 204, St. George, UT 84790
EMAIL: corey@camutah.com

Please return your Ballot as soon as possible. The Ballot must be received by the Association or its Manager by the time of the Meeting on the 21st day of November 2017, or by the time of any adjournment of the Meeting.

CONSENT/BALLOT

TO AMEND AND RESTATE THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE COUNTRY CLUB TOWNHOMES

I/We, the Owner(s) of Lot 8 in The Country Club Townhome Association (the "Association") hereby acknowledge receipt of this Consent/Ballot and a Notice of a Meeting (the "Notice"), regarding a meeting being called on the 21st day of November, 2017 at 12:00pm, being held at Community Association Management at the address listed below (the "Meeting").

As you know from the Notice sent to you with this Consent/Ballot, the purpose of the Meeting is to consider an amended and restated Declaration of Covenants, Conditions and Restrictions of the Association ("CC&Rs").

As a member of the Association you are entitled to cast your vote through this consent/ballot. A completed and returned ballot will be deemed a final vote by the member.

The Consent/Ballot is also used to obtain your written approval, as required by Article XII of the CC&Rs for recording the Consent/Ballot with the Amended and Restated CC&Rs. If passed, this Consent will be recorded with the Amended and Restated CC&Rs.

For the amendment and restatement of the CC&Rs there is no quorum requirement and the amendment and restatement shall be effective upon written approval of more than least 67% of the Owners at the Meeting or any adjournment of the Meeting and recording.

Therefore, the undersigned member hereby casts his or her vote as follows:

FOR

AGAINST

DATED, this 13th day of October, 2017.

Robert Eldon Bray (print name)

Zona M. Bray (print name)

R Eldon Bray (signature)

Zona M. Bray (signature)

RETURN THIS CONSENT/BALLOT TO:

The Country Club Townhome Association c/o Community Association Management

107 South 1470 East, Ste. 204, St. George, UT 84790

EMAIL: corey@camutah.com

Please return your Ballot as soon as possible. The Ballot must be received by the Association or its Manager by the time of the Meeting on the 21st day of November 2017, or by the time of any adjournment of the Meeting.

CONSENT/BALLOT

TO AMEND AND RESTATE THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE COUNTRY CLUB TOWNHOMES

I/We, the Owner(s) of Lot 2, in The Country Club Townhome Association (the "Association") hereby acknowledge receipt of this Consent/Ballot and a Notice of a Meeting (the "Notice") regarding a meeting being called on the 21st day of November, 2017, at 12:00pm, being held at Community Association Management at the address listed below (the "Meeting").

As you know from the Notice sent to you with this Consent/Ballot, the purpose of the Meeting is to consider an amended and restated Declaration of Covenants, Conditions and Restrictions of the Association ("CC&Rs").

As a member of the Association you are entitled to cast your vote through this Consent/Ballot. A completed and returned ballot will be deemed a valid vote by the member.

The Consent/Ballot is also used to obtain your written approval, as required by Article XII of the CC&Rs for recording the Consent/Ballot with the Amended and Restated CC&Rs. If passed, this Consent will be recorded with the Amended and Restated CC&Rs.

For the amendment and restatement of the CC&Rs there is no quorum requirement and the amendment and restatement shall be effective upon written approval of more than least 67% of the Owners at the Meeting or any adjournment of the Meeting and recording.

Therefore, the undersigned member hereby casts his or her vote as follows:

FOR

AGAINST

DATED this 20 day of Nov, 2017.

J. Ann Monson (print name)

J. Ann Monson (print name)

(signature)

(signature)

RETURN THIS CONSENT/BALLOT TO:

The Country Club Townhome Association c/o Community Association Management

107 South St 701 East, Ste 204, St. George, UT 84790

EMAIL: corey@camutah.com

Please return your Ballot as soon as possible. The Ballot must be received by the Association or its Manager by the time of the Meeting on the 21st day of November 2017, or by the time of any adjournment of the Meeting.

CONSENT/BALLOT

TO AMEND AND RESTATE THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE COUNTRY CLUB TOWNHOMES

I/We, the Owner(s) of Lot 10 in The Country Club Townhome Association (the "Association") hereby acknowledge receipt of this Consent/Ballot and a Notice of a Meeting (the "Notice"), regarding a meeting being called on the 21st day of November, 2017 at 12:00pm, being held at Community Association Management at the address listed below (the "Meeting").

As you know from the Notice sent to you with this Consent/Ballot, the purpose of the Meeting is to consider an amended and restated Declaration of Covenants, Conditions and Restrictions of the Association ("CC&Rs").

As a member of the Association you are entitled to cast your vote through this consent/ballot. A completed and returned ballot will be deemed a final vote by the member.

The Consent/Ballot is also used to obtain your written approval, as required by Article XII of the CC&Rs for recording the Consent/Ballot with the Amended and Restated CC&Rs. If passed, this Consent will be recorded with the Amended and Restated CC&Rs.

For the amendment and restatement of the CC&Rs there is no quorum requirement and the amendment and restatement shall be effective upon written approval of more than least 67% of the Owners at the Meeting or any adjournment of the Meeting and recording.

Therefore, the undersigned member hereby casts his or her vote as follows:

FOR [] AGAINST

DATED, this 18th day of October, 2017.

Janet Beaulieu (print name) _____ (print name)
Janet Beaulieu (signature) _____ (signature)

RETURN THIS CONSENT/BALLOT TO:

The Country Club Townhome Association c/o Community Association Management

107 South 1470 East, Ste. 204, St. George, UT 84790

EMAIL: corey@camutah.com

Please return your Ballot as soon as possible. The Ballot must be received by the Association or its Manager by the time of the Meeting on the 21st day of November 2017, or by the time of any adjournment of the Meeting.

CONSENT/BALLOT

TO AMEND AND RESTATE THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE COUNTRY CLUB TOWNHOMES

I/We, the Owner(s) of Lot 12 in The Country Club Townhome Association (the "Association") hereby acknowledge receipt of this Consent/Ballot and a Notice of a Meeting (the "Notice"), regarding a meeting being called on the 21st day of November, 2017 at 12:00pm, being held at Community Association Management at the address listed below (the "Meeting").

As you know from the Notice sent to you with this Consent/Ballot, the purpose of the Meeting is to consider an amended and restated Declaration of Covenants, Conditions and Restrictions of the Association ("CC&Rs").

As a member of the Association you are entitled to cast your vote through this consent/ballot. A completed and returned ballot will be deemed a final vote by the member.

The Consent/Ballot is also used to obtain your written approval, as required by Article XII of the CC&Rs for recording the Consent/Ballot with the Amended and Restated CC&Rs. If passed, this Consent will be recorded with the Amended and Restated CC&Rs.

For the amendment and restatement of the CC&Rs there is no quorum requirement and the amendment and restatement shall be effective upon written approval of more than least 67% of the Owners at the Meeting or any adjournment of the Meeting and recording.

Therefore, the undersigned member hereby casts his or her vote as follows:

FOR [] AGAINST

DATED, this 13th day of October, 2017.

ROBERT JOHNSON (print name)

SONIA JOHNSON (print name)

Robert Johnson (signature)

Sonia Johnson (signature)

RETURN THIS CONSENT/BALLOT TO:

The Country Club Townhome Association c/o Community Association Management

107 South 1470 East, Ste. 204, St. George, UT 84790

EMAIL: corey@camutah.com

Please return your Ballot as soon as possible. The Ballot must be received by the Association or its Manager by the time of the Meeting on the 21st day of November 2017, or by the time of any adjournment of the Meeting.

CONSENT/BALLOT

TO AMEND AND RESTATE THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE COUNTRY CLUB TOWNHOMES

I/We, the Owner(s) of Lot 23 in The Country Club Townhome Association (the "Association") hereby acknowledge receipt of this Consent/Ballot and a Notice of a Meeting (the "Notice"), regarding a meeting being called on the 21st day of November, 2017 at 12:00pm, being held at Community Association Management at the address listed below (the "Meeting").

As you know from the Notice sent to you with this Consent/Ballot, the purpose of the Meeting is to consider an amended and restated Declaration of Covenants, Conditions and Restrictions of the Association ("CC&Rs").

As a member of the Association you are entitled to cast your vote through this consent/ballot. A completed and returned ballot will be deemed a final vote by the member.

The Consent/Ballot is also used to obtain your written approval, as required by Article XII of the CC&Rs for recording the Consent/Ballot with the Amended and Restated CC&Rs. If passed, this Consent will be recorded with the Amended and Restated CC&Rs.

For the amendment and restatement of the CC&Rs there is no quorum requirement and the amendment and restatement shall be effective upon written approval of more than least 67% of the Owners at the Meeting or any adjournment of the Meeting and recording.

Therefore, the undersigned member hereby casts his or her vote as follows:

FOR AGAINST

DATED, this 24th day of October, 2017.

Don S. Stinson (print name) _____ (print name)

Don S. Stinson (signature) _____ (signature)

RETURN THIS CONSENT/BALLOT TO:

The Country Club Townhome Association c/o Community Association Management
107 South 1470 East, Ste. 204, St. George, UT 84790
EMAIL: corey@camutah.com

Please return your Ballot as soon as possible. The Ballot must be received by the Association on or before the time of the Meeting on the 21st day of November 2017, or by the time of any adjournment of the Meeting.

Corey Bohi <corey@camutah.com>

LOT 14



Re: SPECIAL MEMBERSHIP MEETING reminder

1 message

Justin Judkins <jmonrulz@hotmail.com>

Tue, Nov 14, 2017 at 9:48 AM

To: "corey@camutah.com" <corey@camutah.com>

My vote will be no and will always be counter to the popular vote on any subject if the restrictions on the basketball pole are not fixed as well. If I'm going to assume financial responsibility for my property I deserve a say in said grounds as well. Justin judkins

Sent via the Samsung Galaxy S8+, an AT&T 4G LTE smartphone

----- Original message -----

From: corey@camutah.com

Date: 11/14/17 9:37 AM (GMT-07:00)

To: jmonrulz@hotmail.com

Subject: SPECIAL MEMBERSHIP MEETING reminder

Dear Owner,

There is a **SPECIAL MEMBERSHIP MEETING** to be held on **NOVEMBER 21, 2017 at 12:00 p.m.** at the CAM office located at: **107 S 1470 E, Suite 204, St. George 84790** (next door to the Marriott Hotel).

The only item of business will be to receive and count the Consent/Ballot votes of the Membership to Amend or Not Amend the CC&Rs of the Country Club Townhomes. The Board is asking that the Consent/Ballots be mailed back to CAM, given to a Board Member to bring to the meeting, or brought into the membership meeting on the 21st of November at 12:00 p.m.

If you have any questions or concerns, please plan on attending the meeting to discuss prior to turning your vote in to be counted. If you have not voted and misplaced your ballot, please call or email me.

Thank you,

Corey Bohi | Association Manager | COMMUNITY ASSOCIATION MANAGEMENT

107 S 1470 E, Suite 204 | St George. UT 84790 | O: **(435) 674-2002 ext 214** | F: **(435) 674-1676** | E: **Corey@CAMUtah.com**

RECEIVED
SEP 24 2017

CONSENT/BALLOT

TO AMEND AND RESTATE THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE COUNTRY CLUB TOWNHOMES

I/We, the Owner(s) of Lot 15 in The Country Club Townhome Association (the "Association") hereby acknowledge receipt of this Consent/Ballot and a Notice of a Meeting (the "Notice"), regarding a meeting being called on the 21st day of November, 2017 at 12:00pm, being held at Community Association Management at the address listed below (the "Meeting").

As you know from the Notice sent to you with this Consent/Ballot, the purpose of the Meeting is to consider an amended and restated Declaration of Covenants, Conditions and Restrictions of the Association ("CC&Rs").

As a member of the Association you are entitled to cast your vote through this consent/ballot. A completed and returned ballot will be deemed a final vote by the member.

The Consent/Ballot is also used to obtain your written approval, as required by Article XII of the CC&Rs for recording the Consent/Ballot with the Amended and Restated CC&Rs. If passed, this Consent will be recorded with the Amended and Restated CC&Rs.

For the amendment and restatement of the CC&Rs there is no quorum requirement and the amendment and restatement shall be effective upon written approval of more than least 67% of the Owners at the Meeting or any adjournment of the Meeting and recording.

Therefore, the undersigned member hereby casts his or her vote as follows:

FOR... *pending* AGAINST
the answers to my questions on the attached page

DATED, this 19th day of September, 2017.

Date S. PROWS (print name) _____ (print name)

Date S. Prows (signature) _____ (signature)

RETURN THIS CONSENT/BALLOT TO:

The Country Club Townhome Association c/o Community Association Management

107 South 1470 East, Ste. 204, St. George, UT 84790

EMAIL: corey@camutah.com

Please return your Ballot as soon as possible. The Ballot must be received by the Association or its Manager by the time of the Meeting on the 21st day of November 2017, or by the time of any adjournment of the Meeting.

From: **Dale Prows** dprows@huntsmansprings.com
Subject: Country Club Townhomes HOA
Date: September 19, 2017 at 2:48 PM
To: **Dell Webb** doctor.lecture@gmail.com
Cc: **Corey Bohi** corey@camutah.com, **DALE PROWS** dale.prows@gmail.com



Dell,

I received the notification of a special membership meeting on 11/21/17. I won't be able to attend but I will send my ballot. However, some of the language in the new CC&R's is a little unclear to me. Can you please clarify the following points in Section 1 and Section 2 in Article VII?


1. In Section 1, does the periodic painting include all of the exterior painting, including the rear of the homes?
2. In Section 1, does the reference to trees and shrubs include the rear of the homes?
3. In Section 1, does this include cutting the grass in the rear of the homes?
4. In Section 1, does landscaping in rear yards include cutting the grass?
5. In Section 2, does rear yard landscaping include cutting the grass?
6. Is it too late to modify the language in these two sections to answer these questions and to make it more clear what is included and what is not included in the HOA and homeowner responsibilities?



Dale Prows, CEO & General Manager

OFFICE 208.354.9662

CELL 901.378.0142

WEB Huntsmansprings.com |  Follow Us on Facebook

2011-2016 BEST RESIDENTIAL COURSES – GolfWeek Magazine
2011-2015 BEST MODERN COURSES – GolfWeek Magazine
2013 TOP 100 COURSES – LINKS Magazine
2011 BEST OF THE BEST – Robb Report
2010 BEST NEW PRIVATE COURSES – Golf Magazine
2010 DEVELOPMENT OF THE YEAR (N. America) – Golf Inc. Magazine