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Amended Restrictive Covenants
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By SUN COUNTRY MEADOW TOWNHOMES

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Recorded at the request of:
Sun Country Meadow Townhomes Association



After recording mail to:
JENKINS BAGLEY, PLLC
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St. George, UT 84770

Record against the Property
Described in Exhibit 1

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SUN COUNTRY MEADOW TOWNHOMES (A Community for Housing Older Persons, 55 Year of Age and Older)

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This Amended and Restated Declaration of Covenants, Conditions and Restrictions of Sun Country Meadow Townhomes (“Amended and Restated Declaration”) was approved by the vote of the Owners pursuant to Article XI, Section 4, of the Original Declaration.

RECITALS

A. Declarant was the owner of the Properties, constructed detached single-family dwellings on the Properties, and sold and conveyed the dwellings to various purchasers.

B. Declarant declared that all of the Properties should be held, sold, and conveyed and occupied subject to the covenants, conditions, restrictions, easements, assessments, charges and liens for the purpose of protecting the value and desirability of, and to be construed as, covenants of equitable servitude to run with the Properties and be binding on all parties having any right, title or interest in the Properties or any part thereof, their heirs, successors and assigns, and to the benefit of each Owner thereof.

C. The Sun Country Meadows Townhomes Association (the “Association”) has and continues to desire to protect the value and desirability of the Properties. To this end, and for the benefit of the Properties and the Owners, this Amended and Restated Declaration binds the Properties to the covenants, conditions, restrictions, easements, assessments, charges and liens set forth below.

D. The Properties have been and shall continue to be a community intended for and managed for Housing for Older Persons 55 years of age or older, as defined in the Housing for Older Persons Act of 1995, and the Association has and continues to maintain a policy of prohibiting occupancy of Townhomes in the Properties by persons under 18 years of age as permitted by the Fair Housing Amendments Act of 1988 and the Housing for Older Persons Act of 1995. *See* 42 U.S.C. §§ 3601, et seq. The Association now desires to prohibit occupancy of all Lots within Properties by those between the ages of 18 through 54 in accordance with this Amended and Restated Declaration and Policies, Procedures and Rules.

E. This Amended and Restated Declaration amends and substitutes for in whole the following:

1. Declaration of Covenants Conditions and Restrictions of Sun Country Meadows Townhomes recorded on May 11, 1988, as Document No. 332450, in Book 486, Page 815 through 832 in the records of the Washington County Recorder’s Office, State of Utah (the “Original Declaration”);
2. Declaration of Annexation recorded on July 21, 1988, as Document No. 335441, in Book 493, Page 212;
3. Declaration of Annexation recorded on August 30, 1988, as Document No. 337154, in Book 496, Page 654-A;
4. Amendment to Declaration of Covenants, Conditions and Restrictions of Sun Country Meadows Townhomes recorded on February 13, 1997, as Document No. 557373, in Book 1076, Page 13 through 40; and

5. Any other declarations, supplements, or amendments to the foregoing prior to the date of this Amended and Restated Declaration, whether or not such were recorded in the records of the Washington County Recorder.

DECLARATION

NOW, THEREFORE, the Association hereby declares that all of the Properties described in Exhibit 1 hereto shall be held, sold and conveyed and occupied subject to the following covenants, conditions, restrictions, easements, assessments, charges and liens, and the Plats recorded in connection with the Properties, which are all for the purpose of protecting the value and desirability of, and which shall be construed as covenants of equitable servitude and shall run with the Properties and be binding on all parties having any right, title or interest in the Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof

ARTICLE I – DEFINITIONS

Section 1. Declaration shall mean and refer to this Amended and Restated Declaration, and any amendments.

Section 2. Plats shall mean and refer to the subdivision plats recorded and captioned “Sun Country Meadows Townhomes Phase 1,” “Sun Country Meadows Townhomes, Phase 2,” “Sun Country Meadows Townhomes Phase 3,” or any replacements thereof, or additions thereto.

Section 3. Properties or the Project shall mean and refer to that certain real property described in Exhibit 1 and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. Common Area shall mean and refer to that portion of property owned by the Association and shown on the Plats as dedicated to the common use and enjoyment of the owners.

Section 5. Limited Common Area shall mean and refer to that portion of property owned by the Association and shown on the Plats as dedicated to the exclusive use and enjoyment of the owner of the Lot to which such limited common area is adjacent and/or appurtenant, subject to rights of the Association, set forth below.

Section 6. Lot shall mean and refer to any separately numbered and individually described plot of land shown on the Plat, designated for private ownership, and shall exclude the Common and Limited Common Areas.

Section 7. Townhome shall mean and refer to a single-family dwelling; with or without walls or roofs in common with other single-family dwelling Lots, and shall include fee title to the real property lying directly beneath the single-family dwelling.

Section 8. Owner shall mean and refer to the entity, Person or group of Persons owning fee simple title to any Lot which is within the Properties. Regardless of the number of parties participating in ownership of each Lot, those parties shall be treated, as a group, as one “Owner.”

Section 9. Association shall mean and refer to Sun Country Meadows Townhomes Association, its successors and assigns.

Section 10. Member shall mean and refer to every person or entity who holds membership in the Association.

Section 11. Trustees shall mean and refer to the governing body of the Association.

Section 12. Declarant shall mean and refer to Kevin Ence and his heirs, successors and assigns.

Section 13. Mortgage includes “deed of trust” and Mortgagee includes “trust deed beneficiary.”

Section 14. Act shall mean and refer to the provisions of Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Act of 1988 and the Housing for the Older Persons Act of 1995.

Section 15. Familial Status shall mean and refer to:

(a) one or more individuals who have not attained the age of 18 years being domiciled with:

(1) a parent or another person having legal custody of the individual or individuals; or

(2) the designee of the parent or other person having custody, with the permission of the parent or other person;

(b) a parent or other person in the process of acquiring legal custody of one or more individuals who have not attained the age of 18 years; and

(c) a person who is pregnant.

Section 16. Person shall mean and refer to one or more individuals, corporations, limited liability companies, partnerships, associations, labor organizations, legal representatives, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees, trustees in cases under the United States Bankruptcy Code, receivers and fiduciaries.

ARTICLE II – PROPERTY RIGHTS

Section 1. Title to the Common Area. The Declarant, its successors and assigns, promised to convey fee simple title to the Common Area and Limited Common Area to the Association, free and clear of all encumbrances and liens, prior to the conveyance of the first Lot, subject to covenants, restrictions, easements, encumbrances and liens created by or pursuant to this Declaration, easements and rights-of-way of record, and a covenant by the Association 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 covenants shall be deemed to run with the land and shall be binding upon the Association, its successors and assigns.

Section 2. Owners’ Easements of Enjoyment. Every 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 facility situated upon the Common Area.

(b) The right of the Association to limit the number of guests of members using the Common Area.

(c) The right of the Association, in accordance with Utah Code Section 57-8a-309, to suspend an Owner's voting rights and/or rights to receive a utility service for which the Owner pays as a common expense and/or an Owner's rights to access and use recreational facilities for any period during which any assessment or portion thereof against the Owner's Lot remains unpaid; and for a period for any violation of the Association's published rules and regulations.

(d) With the approval of the City of St. George and sixty-seven percent (67%) of the Owners, the right of the Association to sell, exchange, hypothecate, alienate, mortgage, encumber, dedicate, release or transfer all or part of the Common Area to any private individual, corporate entity, public agency, authority, or utility. 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 the next preceding clause, and such grants may be made by the Association.

(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 each Owner to the exclusive use of the Limited Common Area adjacent and appurtenant to his respective Lot.

(g) The terms and conditions of this Declaration.

Section 3. Limited Common Area. Ownership of each Lot shall entitle the Owner thereof to the exclusive use of the Limited Common Area adjacent and appurtenant thereto.

Section 4. Delegation of Use. Any Owner shall be deemed to delegate his right of enjoyment to the Common Area and facilities to the members of his family or contract purchasers who reside on the Lot. No one who is non-resident shall have any such right of enjoyment.

Section 5. Rules and Regulations. 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 Community Association Act, Utah Code Section 57-8a-101, et. seq. 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' 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 Utah Code Section 57-8a-217.

ARTICLE III – MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every person or entity who is Owner of any Lot shall be a member of the Association. The term "Owner" shall include contract purchasers but shall not include Persons or entities who hold an interest merely as security for the performance of an obligation unless and until said holder has acquired title pursuant to foreclosure or proceedings in

lieu of foreclosure. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Membership in the Association shall automatically transfer upon transfer of title by the record Owner to another person or entity.

Section 2. Voting Rights. All Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, the group of such Persons shall be a Member. The vote for such Lot shall be exercised as they among themselves determine, but in no event, shall more than one vote be cast with respect to any Lot. A vote cast at any Association meeting by any of such co-Owners, whether in person or by proxy, shall be conclusively presumed to be the vote attributable to the Lot concerned unless written objection is made prior to said meeting, or verbal objection at said meeting, by another co-Owner of the same Lot. In the event objection is made, the vote involved shall not be counted for any purpose except to determine whether a quorum exists.

ARTICLE IV – FINANCES AND OPERATIONS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot shall pay to the Association (1) annual assessments or charges; (2) special assessments for capital improvements; and (3) any other amount or assessment determined by the Trustees to be reasonably related to the provisions of the Declaration, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments and additional or other assessments, together with interest, costs of collection and reasonable attorney fees, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, cost of collection and reasonable attorney fees, as hereinafter provided, shall also be the personal obligation of the Person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors-in-title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for promoting the recreation, health, safety and welfare of the residents of the Properties and for the improvement and maintenance of the Properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas and of the Townhomes situated upon the Properties. The assessments must provide for but are not limited to, the payment of taxes and insurance; the payment of the cost of repairing, replacing, maintaining and constructing or acquiring additions to the Common and Limited Common Areas (except those Common and Limited Areas required to be maintained, repaired, or replaced by each Owner under Article VII); the payment of administrative expenses of the Association; insurance deductibles; the establishment of a reserve account for repair, maintenance, and replacement of those Common and Limited Common Areas which must be replaced on a periodic basis; the payment of expenses necessary or desirable to enable the Association to perform or fulfill its obligations, functions, or purposes in providing Housing for Older Persons, 55 years of age or older; and any assessments imposed at the discretion of the Trustees, for the payment of other charges, including, without limitation, trash collection, sewer and water costs required by this Declaration or that the Trustees shall determine to be necessary to meet the primary purposes of the Association.

Section 3. Basis and Maximum Annual Assessments. Until January 1 following recording of this Declaration, the maximum annual assessment shall be One Thousand Eight Hundred and Sixty Dollars (\$1,860.00) per Lot. This amount shall be the basis of calculation for future maximum annual assessments.

(a) From and after the date referred to above, the maximum annual assessment may be increased each year by up to five percent (5%) above the maximum assessment for the previous year, without a vote of the Members.

(b) The Association may change the basis and maximum of the assessments fixed by this Section prospectively for any annual period provided that any such change shall have the assent of sixty-seven percent (67%) of the votes of the Members, voting in person or by proxy, at a meeting duly called for this purpose.

(c) The actual general assessment need not increase annually. The Trustees shall set the actual general annual assessment on an annual basis.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 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 or reconstruction, repair or replacement of Common or Limited Common Area structures, fixtures and personal property related thereto, provided that any such assessment shall have the assent of sixty-seven percent (67%) of the votes of the Members, voting in person or by proxy, at a meeting duly called for this purpose.

Section 5. Additional Assessments. In addition to the annual assessments and special assessments for capital improvements authorized herein, the Association shall levy such assessments as may be necessary from time to time for the purpose of repairing and restoring the damage or disruption resulting to streets or other Common or Limited Common Areas from the activities of the City of St. George in maintaining, repairing or replacing utility lines and facilities thereon, it being acknowledged that the ownership of utility lines, underground or otherwise is in the City up to and including the meters for individual Townhomes, and that they are installed and shall be maintained to City specifications.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 3 and 5. Written notice of any meeting of Members called for the purpose of taking any action authorized under Sections 3 or 5 shall be sent to all Members at least thirty (30) days in advance of the meeting. At the first meeting called, the presence at the meeting of Members, or of proxies, entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. If the required quorum is not forthcoming at such a meeting, another meeting may be called, subject to the notice requirement set forth, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 8. Uniform Rate of Assessment: Periodic Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots. Both annual and special assessments may be collected monthly.

Section 9. Due Dates. The annual assessment period begins at the start of each calendar year and ends at the end of each calendar year. The due dates have been and shall continue to be

established by the Trustees, upon which dates the assessments for any year shall become due and payable; provided that the Trustees may provide for the payment of annual and special assessments in equal installments throughout the assessment year. The due date of any special assessments authorized herein shall be fixed by the Trustees, subject to the same notice and payment requirements pertaining to annual assessments.

The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid. Such certificates, when properly issued, shall be conclusive evidence of the payment of any assessment or fractional part thereof which is therein shown to have been paid.

A first Mortgagee who has made a written request including the Mortgagee's name and address, and the Lot number of the Townhome it has the mortgage on is entitled to a written certificate from the Association advising of any default in the performance by an owner of any obligation due under the Declaration which is not cured within sixty (60) days.

Section 10. Effect of Non-Payment of Assessment – Remedies of the Association. Any assessment or installment thereof not paid within thirty (30) days after the due date therefor shall be delinquent and shall bear interest from the due date at the rate of eighteen percent (18%) per annum until paid.

The Association may bring an action at law against the Owner personally obligated to pay any such delinquent assessment without waiving the lien of assessment, or may foreclose the lien against the property in accordance with the laws of the State of Utah applicable to the exercise of powers of sale in deeds of trust or to the foreclosure of mortgages, or in any other manner permitted by law, or may restrict, limit, or totally terminate any or all services performed by the Association in behalf of the delinquent Member, and there shall be added to the amount of such delinquent assessment the costs and expenses of said action, sale or foreclosure, and reasonable attorney fees, together with an account for the reasonable rental for the Lot from time to time of commencement of the foreclosure and the Association shall be entitled to the appointment of a receiver to collect the rental without regard to the value of the other security.

A power of sale is hereby conferred upon the Association which it may exercise and under which the Lot of an Owner may be sold in the manner provided by Utah law pertaining to deeds of trust as if the Association were beneficiary under a deed of trust. The Association may designate any Person qualified by law to serve as Trustee for purposes of power of sale foreclosure.

No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment of his Lot.

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first Mortgage if the Mortgage was recorded prior to the date the assessment became due. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of a first Mortgage or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot or Owner from liability for assessments thereafter becoming due or from the lien.

Section 12. Exempt Properties. The following property subject to this Declaration shall be exempted from the assessment, charge and lien created herein: (1) any properties dedicated and accepted by the local public authority and devoted to public use; (2) all Common and Limited Common Area.

Section 13. Insurance. The Trustees of the Association, or their duly authorized agents, shall obtain and continue in effect:

- (a) Property damage insurance, in one of the following alternate forms:
 - (1) A policy of property insurance equal to full replacement cost (exclusive of land, foundation, excavation and other like items) of the Common Area, Limited Common Area, and improvements thereon.
 - (2) In the alternative to the obtaining of insurance specified previously in subparagraph (1), the Association may obtain a "master" or "blanket" policy of insurance equal to full replacement cost (exclusive of land, foundation, excavation and other like items) of the Lots, Common Area, Limited Common Areas and improvements thereon, with an endorsement listing the Association, "for the use and benefit of the Lot owners" as an additional named insured with a provision that the policy may not be cancelled upon less than thirty days written notice to the Association.

Insurance procured under this subparagraph (a) shall (1) include an agreed amount endorsement or its equivalent if available, or an inflation guard endorsement (2) include construction code endorsement, providing that coverage shall be extended to the cost of construction, if any, required by reason of code provisions requiring changes to undamaged portions of partially demolished premises be made in accordance with current building codes and (3) afford protection against at least loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage and such other risks as are customarily covered in similar projects. The maximum deductible shall be Ten Thousand Dollars (\$10,000.00) or one percent (1%) of the policy amount whichever is less, except in case of coverage related to individual Lots in which case the deductible shall be the One Thousand Dollars (\$1,000.00) or one percent (1%) of the policy amount, whichever is less.

(a) A comprehensive policy of public liability insurance covering all of the Common and Limited Common Areas for at least One Million Dollars (\$1,000,000.00) per occurrence for personal and legal liability that results from employment contracts to which the Association is a party. Such liability insurance policy shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners.

(b) Fidelity coverage against dishonest acts on the part of managers, Trustees, officers, employees, volunteers, management, agents or other responsible for handling funds held and collected for the benefit of the Owners and Members. Said fidelity insurance shall (1) name the Association as obligee or beneficiary, and (2) be written in an amount not less than the sum of (i) three months' operating expenses and (ii) the maximum reserves of the Association which may be on deposit at any time, and (3) contain waivers of any defense based on the exclusion of Persons who serve without compensation from any definition of "employee."

Section 14. Insurance Policy Provisions. Any insurance obtained by the Association shall provide that:

(a) The named insured under any such policies shall be the Association, "for the use and benefit of the lot owners" and shall have standard mortgagee clauses;

(b) Insurance coverage may not be brought into contribution with insurance purchased by the Owners or their Mortgagees;

(c) Coverage must not be prejudiced by (1) any act or neglect of the Owners when such act or neglect is not within the control of the Association or (2) any failure of the Association to comply with any warranty or condition regarding any portion of the premises over which the Association has no control;

(d) Coverage may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days prior written notice to the Association;

(e) The insurer shall waive subrogation as to any and all claims against the Association, the Owner and/or their respective agents, employees or tenants, or invalidity arising from the acts of the insured;

(f) The insurer shall waive any defenses based on co-insurance (i.e., the insurance shall be primary, even if an Owner has other insurance that covers the same loss); and

(g) Any provisions that the carrier may affect to restore damage in lieu of a cash settlement shall not be exercisable without the prior written approval of the Association or when in conflict with any requirement of law.

Section 15. Insurance Related Provisions. Premiums for insurance obtained by the Trustees pursuant to these sections shall be a common expense of the Association and shall be collectable from Members of the Association as part of the annual assessments. Each Owner shall insure his own personal property and may insure his real property for his own benefit.

Notwithstanding any other provisions herein, the Association shall continuously maintain in effect such casualty, flood and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirement for planned unit development projects established by Federal National Mortgage Association and Government National Mortgage Association, so long as either is a Mortgagee or Owner of a Lot within the Properties, except to the extent such coverage is not available or has been waived in writing by Federal National Mortgage Association or Government National Mortgage Association.

Section 16. Damage or Destruction. In the event of damage or destruction by fire or other casualty to any portion of the Properties covered by insurance written in the name of the Association, the Trustees are empowered to and shall represent the Members in any proceedings, negotiations, settlements or agreements, the Association being appointed attorney in fact of each Owner for this purpose. The Association shall with concurrence of the Mortgagees, if any, upon the receipt of the insurance proceeds, contract to rebuild, restore, or repair such damaged or destroyed portions of the Properties to the former condition. Unless at least sixty-seven percent (67%) of the Owners and sixty-seven percent (67%) of first Mortgagees have given their prior written approval, the Association shall not be entitled to use insurance proceeds for other than the repair, replacement or reconstruction of the damaged or destroyed property.

In the event the insurance proceeds are insufficient to pay all the costs of repairing, restoring or rebuilding, the Trustees shall be empowered to levy a special assessment against all Owners of damaged Townhomes or Owners with damaged adjacent Common or Limited Common Area in such proportion as the Trustees deem equitable to make up any deficiency for repair of the damaged Townhomes or damaged Common or Limited Common Area, and the Trustees shall further be empowered to levy a special assessment against all Owners to make up any deficiency for repair or rebuilding of Common or Limited Common Area.

ARTICLE V – PARTY WALLS

Section 1. General Rules of Law to Apply. Any wall which is built as a part of the original construction upon the Properties and placed on the dividing line between the Lots 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 by the Owners who make use of the wall in proportion to such use.

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 said destruction or damage is not covered by insurance and repair out of the proceeds of the same, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, 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 negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this article, an Owner who by his negligent 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 to the extent that said protection is not covered by insurance and paid for out of the proceeds of the same.

Section 5. Perimeter Walls. Notwithstanding anything in this Declaration to the contrary, the Association shall be responsible to maintain, repair and replace the perimeter walls surrounding the Properties, regardless of whether any portion of the perimeter wall is located on a Lot or Limited Common Area.

Section 6. Mediation. In the event of any dispute arising concerning a party wall, or under the provisions of this article, the disputing parties shall mediate their dispute in good faith before filing any court action.

ARTICLE VI – ARCHITECTURAL CONTROL COMMITTEE

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

Notwithstanding the foregoing, without the written approval of at least sixty-seven percent (67%) of the owners, neither the Association nor the Architectural Control Committee shall, by act or omission change, waive or abandon any scheme or regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance or maintenance of Lots, the maintenance of the Common and Limited Common Areas, including walls, fences, driveways, lawns and plantings.

ARTICLE VII – EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. The Association shall provide for the maintenance of all landscaping on the fronts and sides of each Lot. Each Owner shall maintain, repair and replace the landscaping in the backyards of his Lot. Each Owner shall maintain, repair and replace the exterior of the Townhome owned and any Common and Limited Common Area appurtenant thereto, including, but not limited to the following: roofs, gutters, downspouts, exterior building surfaces, fences, street signs, lights, mailboxes, walks, sidewalks, driveways, glass doors, screens, and all other exterior improvements. The Association shall have the right upon default of the Owners, after ten days written notice, to provide exterior maintenance upon each Lot and Common and Limited Common Area identified above in this Section 1

Section 2. Assessment of Cost. The cost of such exterior maintenance performed by the Association shall be assessed against the Lot upon which such maintenance is done and shall be added to and become part of the annual maintenance assessment or charge to which such Lot is subject under Article IV and, as part of such annual assessment or charge, it shall be a lien and obligation of the Owner and shall become due and payable in all respects as provided in Article IV.

ARTICLE VIII – USE RESTRICTIONS

Section 1. General Use Restrictions. The Properties are restricted to residential use and dwellings and buildings in connection therewith. All buildings or structures erected in the Properties shall be of new construction and no subsequent buildings or structures dissimilar to those initially constructed shall be built on any Lot. No building or structure of a temporary

character, trailer, tent, camper, shack, garage, barn or other outbuilding shall be placed or used on any Lot.

Section 2. Signs: Commercial Activity. Except for one "For Rent" or "For Sale" sign of not more than five (5) square feet, no advertising signs, billboards, objects of unsightly appearance, or nuisances shall be erected, place or permitted to remain on any Lot or any portion of the Properties. No commercial activities of any kind whatever shall be conducted in any building or on any portion of the Properties.

Section 3. Quiet Enjoyment. No noxious or offensive activity shall be carried on upon any part of the Properties nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the Owners or which shall in any way increase the rate of insurance.

Section 4. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said Lots, except that dogs, cats or other household pets, two or less in total number, may be kept if they are not kept, bred or maintained for any commercial purpose. Notwithstanding the foregoing, no animals or fowl may be kept on the Property that result in an annoyance or are obnoxious, by noise, smell or otherwise, to Owners. All pets must be kept in the Lots or on a leash when in the Common Areas.

Section 5. Use of Common Area. Except for the rights of ingress and egress, Owners are hereby prohibited and restricted from using any Common Area, other than as permitted in this Declaration or as may be allowed by the Trustees of the Association. This restriction is for the mutual benefit of all Owners and is necessary for the protection of the interests of all Owners in and to the Common Area.

Section 6. Parking. Parking spaces within the Properties shall be used for parking of motor vehicles actually used by the Owner or his immediate family for personal use and not for commercial use. No motor vehicle which is inoperable shall be placed in parking areas, and any motor vehicle which remains parked over seventy-two (72) hours in common parking areas shall be subject to removal by the Association, at the owner's expense. Such expense of removal shall be secured by the lien for assessment obligations previously provided. All Owners shall have co-equal right to use of common parking spaces, and no Owner may use more than his proportionate share of such common parking area. Recreational vehicles, boats, trailers, motor homes, U-Hauls and similar property may be parked in common parking areas. However, any recreational vehicles, boats, trailers, motor homes, U-Hauls or similar property that remain parked over seventy-two (72) hours in common parking areas shall be subject to removal by the Association, at the owner's expense

Section 7. Planting and Gardening. No trees, fences, hedges or walls shall be erected or maintained upon any Lot except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Trustees.

Section 8. External Apparatus. No Owner shall cause or permit anything (including, without limitation, awnings, canopies or shutters) to hang, be displayed or otherwise affixed to or placed on a Townhome's exterior walls or roof or on the outside of windows or doors, without the prior written consent of the Trustees.

Section 9. Exterior Television or Other Antennas. No exterior radio or other antennas, except one satellite dish and one television antenna, neither of which shall exceed one meter in diameter, per Lot, shall be placed, or allowed or maintained upon any Lot or upon any structure or portion of the improvements situated and located upon the Properties without prior written approval of the Trustees.

Section 10. Garbage Removal. All rubbish, trash and garbage shall be regularly removed from the Lots and shall not be allowed to accumulate thereon. Garbage should be placed in proper containers.

Section 12. Interior Utilities. All utilities, fixtures and equipment installed within a Lot, commencing at a point where the utility lines, pipes, wires, conduits or systems enter boundaries of a Lot, shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act nor any work that will impair any easement or property right nor do any act nor allow any condition to exist which will adversely affect the other Lots or Owners.

Section 13. Lease Restrictions. Notwithstanding anything to the contrary contained in this Declaration, the Leasing of any Townhome and/or Lot ("Townhome" and "Lot" are collectively referred to as a "Lot") within the Sun Country Meadows Townhomes shall be governed by this Article VIII, Section 13.

(a) Purpose and Prohibition. IN ORDER TO INCREASE THE FUTURE AVAILABILITY OF FINANCING FOR THE PURCHASE/SALE OF LOTS WITHIN THE Sun Country Meadows Townhomes, TO PROMOTE THE AVAILABILITY OF INSURANCE FOR THE ASSOCIATION AND ITS MEMBERS AT REASONABLE RATES, TO ATTEMPT TO MAXIMIZE THE PROPERTY VALUES WITHIN THE SUN COUNTRY MEADOWS TOWNHOMES, AND/OR TO PROMOTE A SENSE OF COMMUNITY BY AND THROUGH OWNER-OCCUPANTS, FROM AND AFTER THE DATE OF THIS DECLARATION, NO OWNER SHALL BE ABLE TO LEASE HIS LOT OR ANY PORTION THEREOF, EXCEPT AS SPECIFICALLY PROVIDED BELOW.

(b) Application to Continue Leasing. Within forty-five (45) calendar days of the recording date of this Declaration ("Recording Date"), each Owner who was leasing his Lot on the Recording Date and who desires to continue to lease his Lot must complete and execute the form attached hereto as Exhibit 3 (the "Notice of Intent to Continue Leasing"). An Owner who fails to timely deliver the Notice of Intent to Continue Leasing to the Board shall lose the right to lease the Owner's Lot, which loss of right to lease shall be effective as of the time the current lessees of the Owner's Lot vacate the Lot.

(c) Future Right to Lease. Any Owner who is currently leasing and who timely returns to the Board a complete and accurate Notice of Intent to Continue Leasing, shall have the right to continue to lease such Lot until the earlier to occur of the following:

- (1) The Lot becomes Owner-Occupied (as defined below);
- (2) The Lot is transferred; or
- (3) The Owner is in violation of this Article VIII Section 13, including the failure to advise the Board of the execution of a Lease and to provide a copy to the Board.
- (4) For purposes hereof, a Lot shall be deemed "Owner-Occupied" if:
 - (i) Except as provided for in (j)(ii)(2) below, the Owner or any member of Owner's immediate or extended family occupies the Lot for a

period of seven (7) days or more in any ten (10)-consecutive day period; or

(ii) An officer, owner, member, trustee, beneficiary, director or person holding a similar position of ownership or control of an entity or trust that holds an ownership interest in the Lot, occupies the Lot;

(5) For purposes of this Subsection (c), a transfer occurs when one or more of the following occur:

(i) the conveyance, sale or other transfer of a Lot by deed;

(ii) the granting of a life estate in the Lot; or

(iii) if the Lot is owned by a limited liability company, corporation, partnership or other business entity, the sale or transfer of more than 75% of the business entity's share, stock, membership interests or partnership interests in a twelve (12)-month period.

(d) Extension of Right to Lease During Vacancy. An Owner in compliance with this Declaration may continue to lease the Owner's Lot even if the lessees change or the Lot remains unoccupied in between Lease terms, provided the Lot does not become Owner-Occupied at any time after the Recording Date. An Owner must comply with all the covenants and conditions of this Declaration to be able to lease the Owner's Lot.

(e) Heirs' Right to Lease. A Lot which is being leased by an Owner at the time of the Owner's death and is passed to the heirs of such Owner by intestacy or testamentary instrument, may continue to be leased until the heirs sell the Lot or it becomes Owner-Occupied. The Lease then in place shall continue to its termination. However, the purchaser of the Lot shall not have the right to lease the Lot after such purchaser takes title to the Lot, except for the remainder of the term of the Lease in place at the time of sale.

(f) Sale of Leased Lot. Notwithstanding anything to the contrary herein, if an Owner sells the Owner's Lot at a time when a Lease is in effect with respect to that Lot, the Lease shall continue to its termination. However, the purchaser of the Lot shall not have the right to lease the Lot after such purchaser takes title to the Lot, except for the remainder of the term of the Lease in place at the time of transfer and thereafter only as specifically provided for in subsection (i) below.

(g) Terms of Lease. Any agreement for the leasing or rental of a Lot (both above and hereafter referred to as a "Lease") shall be in writing and shall provide that the terms of such Lease shall be subject in all respects to the provisions of this Declaration, the Articles, the Bylaws, the rules and regulations and any other governing documents of the Association (collectively the "Governing Documents"). Any failure by the lessee to comply with the terms of the Governing Documents shall be a default under the Lease. Owners with the right to lease their lots shall be responsible for assuring compliance by such Owner's lessee(s) with the Governing Documents and the Lease. Failure of an Owner to cure the lessee's default within fifteen (15) calendar days after receiving written notice from the Board of such default, shall entitle the Association, through the Board, upon order of a court of competent jurisdiction to take any such action, including the institution of proceedings in unlawful detainer and/or eviction, on behalf of such Owner against the Owner's lessee.

(h) Notification of Lease. Immediately upon entering into a Lease, an Owner shall furnish the Board with (1) a copy of such Lease (with the Lease amount redacted, if desired by the lessee or Owner), (2) the telephone number of the lessee, (3) the email address of the lessee (if available), and (4) any change in the address or telephone number of the Owner. As soon as practicable after receiving such notification that an Owner has entered into a Lease, the Owner

shall, and the Board may, cause copies of the Governing Documents to be delivered to such lessee. (The Governing Documents shall be binding on the lessee whether or not the Owner or the Board delivers the Governing Documents to the lessee.) In the event of a default under this subparagraph (h), the Board may, after affording the Owner an opportunity to be heard, levy a fine against such Owner in an amount determined by the Board, but in no event shall the fine be less than One Hundred Dollars (\$100.00). The Owner shall have fifteen (15) calendar days after receiving written notice of default from the Board to either pay the fine or request a hearing before the Board. If the fine is not timely paid or a hearing requested or the Board finds the Owner in violation after a hearing, the Board shall be entitled to exercise all of its rights hereunder and under the law, including without limitation to (1) levy continuing fines against any Owner for each day the violation continues, each day being considered a separate violation, (2) add such fines, costs and attorney fees incurred in connection therewith to the monthly assessment against the Lot, and (3) deem the Owner in violation and terminate all further rights of the Owner to lease the Lot.

(i) **Hardship.** If, at any time after the Recording Date, an Owner believes that a hardship is being endured (the "Hardship") for which the Owner needs to lease the Owner's Lot and the Owner is not then not already leasing the Lot under the terms of this Declaration, the Owner may apply to the Board for a Hardship exemption from the leasing restrictions contained in this Declaration. If an Owner decides to apply for a Hardship exemption, such Owner must take the following steps:

(1) **Application.** The Owner must submit a request in writing to the Board requesting a Hardship exemption setting forth in detail the reasons why such Owner should be entitled to a Hardship exemption.

(2) **Approved Exemptions.** The following five (5) Hardship exemptions shall be deemed expressly approved, if the Owner provides proof of engagement in one or more of the following for each application or extension:

(i) an Owner in the military for the period of the Owner's deployment;

(ii) a Lot occupied by an Owner's parent, child or sibling;

(iii) an Owner whose employer has relocated the Owner for no less than two years;

(iv) a Lot owned by an entity that is occupied by an individual who:

(A) has voting rights under the entity's organizing documents; and

(B) has a twenty-five (25%) or greater share of ownership, control and right to profits and losses of the entity; and

(v) a Lot owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for:

(A) the estate of a current resident of the Lot; or

(B) the parent, child or sibling of the current resident of the Lot;

(3) **Conditional Exemptions.** In addition to the foregoing exemptions set forth in Subsection (ii) above, if based on the information supplied to the Board by the Owner, the Board finds, in its sole discretion, that a reasonable Hardship exists, the Board may grant a waiver of lease restrictions up to a maximum of one (1) year.

(4) Conditional Hardship Factors. The types of Hardships that the Board may consider under subsection (iii) above, shall include, but not be limited to, Hardships for a death in the family, transfers for jobs, or one or more significant medical treatments for an Owner or an immediate family member of the Owner (such as a spouse or child) or for a person who resided with the Owner in the Owner's Lot, that requires the Owner to be away from the Owner's Unit during the medical treatment. The Board, in its sole discretions, may determine if a Hardship exemption shall be granted.

(5) Application for Extension of Exemptions. If an Owner has been granted a Hardship exemption, that Owner must reapply within thirty (30) days of the expiration of the Hardship exemption, if the Owner wishes to request an extension. The Board, in its sole discretion, may decide if an extension for such Hardship exemption shall be granted. However, in no event may the Hardship be extended beyond a period of two (2) years.

(6) Limit of Exemptions. In no event shall more than two (2) Hardship exemptions, not including extensions, be given to an Owner.

(7) Leasing During Exemption. Any Lease entered into under this Subsection (i) shall be in writing and for a period of not less than six (6) months, and no more than one (1) year. The Lease will be subject to and must comply with all other requirements of the Governing Documents.

(j) Association's Right to Lease. The Board shall have the right to Lease any Association-owned Lots or any Lot which the Association has possession of, pursuant to any court order or foreclosure (judicial or non-judicial), and said Lots shall not be subject to this Section 13.

(k) Compliance with Governing Documents and Default. Any Owner who shall lease his Lot shall be responsible for assuring compliance by such Owner's lessee(s) with the Governing Documents. Failure by an Owner to take legal action, including the institution of proceedings in unlawful detainer and/or eviction against the lessee in violation of the Governing Documents within fifteen (15) calendar days after receipt of written demand from the Board to take action against the lessee(s) in violation, shall entitle the Association, through the Board, to take any and all action available in law or equity, including without limitation the institution of proceedings in unlawful detainer/eviction, on behalf of such Owner against his lessee. Additionally, if any Owner leases his Lot in violation of this Declaration, then after providing the Owner with the appropriate notice and hearing as required by law, the Owner fails to institute proceedings in unlawful detainer/eviction against the lessee to have the lessee(s) removed from the Owner's Lot, then the Association may, but shall not have an obligation to, institute proceedings in unlawful detainer/eviction on behalf of the Owner against the lessee to have the lessee evicted from the property. Any expenses incurred by the Association in enforcing this Declaration, including attorney fees and costs of suit, shall be repaid to the Association by such Owner. Failure of such Owner to make such repayment within fifteen (15) calendar days after receipt of written demand thereof, shall entitle the Board (1) to levy and add to the assessment against such Owner and his Lot, all expenses incurred by the Association and to foreclose the assessment lien according to Utah law, including non-judicial foreclosure; or (2) to file suit to collect the amounts due and owing, or both.

(l) Power of Attorney. If an Owner fails to enforce the terms of that Owner's Lease or the Governing Document, that Owner hereby appoints the Association as its limited

attorney in fact for the purposes of filing and prosecuting any proceeding in unlawful detainer/eviction that the Association elects to commence pursuant to the terms of this Declaration.

(m) Notice. Notices required hereunder shall be deemed given six (6) days after placing the same in the U.S. First Class Mail, postage pre-paid, to the last address of the Owner known to the Association. An Owner shall be obligated to notify the Association in writing of the Owners correct address and any change in address.

(n) Limits on Rental Information. Except as provided in Subsection (o), the Association may not require an Owner who owns a Lot to:

- (1) obtain the Association's approval of a prospective lessee;
- (2) give the Association:
 - (i) a copy of a rental application;
 - (ii) a copy of a lessee or prospective lessee's credit information or credit report;
 - (iii) a copy of a lessee's or prospective lessee's background check; or
 - (iv) documentation to verify the lessee's age; or
- (3) pay an additional assessment, fine, or fee because the Lot is a rental Lot.

(o)

(1) An Owner who owns a Lot shall give the Association the documents described in Subsection (n) if the Owner is required to provide the documents by court order or as part of discovery under the Utah Rules of Civil Procedure.

(2) The Association may require an Owner who owns a Lot to give the Association the information described in Subsection (n) to determine whether a lessee's occupancy of the Lot complies with Article IX below and the Association uses the information to determine whether the lessee's occupancy of the Lot complies with the Article IX below.

ARTICLE IX – EASEMENTS

Section 1. Encroachments. The Properties shall be subject to an easement for encroachments created by construction, selling and overhangs, as designed or constructed by the Declarant. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. If a structure is partially or totally destroyed, and then rebuilt, the Owners of the Lots so affected agree that minor encroachments of parts of the adjacent Lots or Common or Limited Common Areas due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

Section 2. Utilities. There is a blanket easement upon, across, over and under all of the Properties for ingress, egress, limited to water, sewers, gas, telephone and electricity, and a master television antenna system. Notwithstanding anything to the contrary contained in this section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Properties except as initially programmed and approved by the Association. Should any utility furnishing a service covered by this general easement request a specific easement by separate recordable document, the Association shall have the right to grant such easement without conflicting with the terms of this Declaration. All utilities that are installed in, upon, under or through the Common Areas of the Properties shall be maintained by the Association.

Section 3. Police, Fire and Ambulance Service. An easement is hereby granted to all police, fire protection, ambulance services and all similar persons to enter upon the streets and Common and Limited Common Area in the performance of their duties.

Section 4. Maintenance by Association. An easement is hereby granted to the Association, its officers, agents, employees and to any maintenance 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 of maintenance and repair.

ARTICLE X – HOUSING FOR OLDER PERSONS

Section 1. Age Restriction. The Association is intended to, and shall be managed to, provide housing for persons 55 years of age or older, and shall prohibit occupancy by persons under age eighteen (18) and by persons ages eighteen (18) through fifty-four (54) years, as well as all others falling within the defined term of Familial Status under Federal law; except that persons under age eighteen (18), and persons ages eighteen (18) through fifty-four (54) years, may reside in any Lot, but not for more than two weeks consecutively nor more than thirty (30) days in any calendar year. Further, except as provided in the Policies, Procedures and Rules concerning housing for persons 55 years of age or older, adopted by the Board, every Lot within the Properties, if occupied, shall be occupied by persons 55 years of age or older (qualifying occupant)

Section 2. Policies, Procedures and Rules. The Association shall have the right and authority under the Housing for Older Persons Act of 1995 to publish Policies, Procedures and Rules governing the Properties as Housing for Older Persons, 55 years of age or older. The Board of Trustees can modify, amend, add to or supersede the Policies, Procedures and Rules in any manner to conform with such policies and procedures for Housing for Older Persons promulgated from time to time by the Secretary of the Department of Housing and Urban Development.

ARTICLE XI – GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration, including but not limited to any proceeding at law or in equity against any Person violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure of the Association or of any Owner to enforce any covenant or restriction contained shall in no event be deemed a waiver of the right of the Association or any Owner to do so later. In the event action, with or without suit, is undertaken to enforce any provision of the Declaration or any rule or regulation, the party against whom enforcement is sought shall pay to the Association or enforcing Owner costs and reasonable attorney fees.

Section 2. Severability. All of the provisions in this Declaration shall be construed together, but if any one of the provisions, or any part thereof, shall at any time be held invalid, or for any reason become unenforceable, no other provision, or any part thereof, shall be thereby affected or impaired; and the Declarant, Association and owners, their successors, heirs, and assigns shall be bound by each article, section, subsection, paragraph, sentence, clause and phrase

of this Declaration, irrespective of the invalidity or unenforceability of any other article, section, subsection, paragraph, sentence, clause or phrase.

Section 3. 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 representatives, heirs, successors, and assigns for a term of twenty (20) 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 4. Amendment. The covenants, conditions and restrictions of this Declaration may be amended by an instrument signed by not less than sixty-seven percent (67%) of the Owners. Any amendment must be properly recorded in the records of Washington County, Utah, to become effective.

Section 5. Notices. Notwithstanding any other provision in statute, the Declaration, the Articles of Incorporation, Bylaws or rules and regulations, the Association may provide notice to Owners by electronic means, including text message, email, or the Association's website (if any), 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: (1) when received; (2) six (6) days after it is mailed; or (3) 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 (if any), 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.

Section 6. Gender and Grammar. The singular 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. Waivers. No provision contained in the Declaration shall be deemed to have been waived because of any failure to enforce it, irrespective of the number of violations which may occur.

Section 8. Topical Headings. The topical headings contained in this Declaration are for convenience only and do not define, limit or construe the contents of the Declaration.

Execution of Amended and Restated Declaration

IN WITNESS WHEREOF, on the _____ day of _____, 20__, the President of the Association hereby represents (i) that attached to this Amendment are true and correct copies of the signed consents of not less than sixty-seven percent (67%) of all the Owners within the Properties and (ii), attached hereto as Exhibit 2 is a Verification that at least eighty percent (80%) of the Townhomes of the Properties are occupied by at least one person 55 years of age or older. This amendment shall then be effective upon recording.

[Signature page follows]

Exhibit 2

Verification

State of Utah,)
 : ss
County of Washington)

I, William E. Fitch, under oath aver as follows:

1. I am the president of the SUN COUNTRY MEADOWS TOWNHOMES ASSOCIATION.

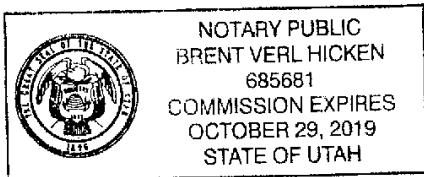
2. I have caused to be conducted a survey of the occupants of the SUN COUNTRY MEADOWS TOWNHOMES ASSOCIATION and verify that at least eighty (80%) of the Townhomes in the Project are occupied by at least one person 55 years of age or older.

3. Inasmuch as I have caused to be completed a survey of the occupants of the SUN COUNTRY MEADOWS TOWNHOMES Project and have verified that at least eighty percent (80%) of the Townhomes in the Project are occupied by at least one person 55 years of age or older, such present occupants will not be required to complete an Association Membership Application and Age Verification form, but all prospective occupants hereafter shall be required to complete such form. This provision does not exempt any occupant, present or future, from complying with the terms and conditions of the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Sun Country Meadow Townhomes, dated December 19, 2017.

IN WITNESS WHEREOF, I have set my hand to this document this 19th of December, 2017.

William E Fitch

SUBSCRIBED AND SWORN to before me on this 19 day of December 2017



Brent Verl Hicken
Notary Public

Exhibit 1

This Amended and Restated Declaration of Covenants, Conditions and Restrictions of Sun Country Meadow Townhomes affects the following real property, all located in Washington County, State of Utah:

All of Lots 1 through 5, Lots 27 through 30, and Lot 35, Sun Country Meadows TH 1 (SG) according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-SCM-1-1 through SG-SCM-1-5
PARCEL: SG-SCM-1-27 through SG-SCM-1-30
PARCEL: SG-SCM-1-35

All of Lots 6 through 12, Lots 33 through 34, Lots 36 through 37, and Lots 42 through 43, Sun Country Meadows TH 2 (SG) according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-SCM-2-6 through SG-SCM-2-12
PARCEL: SG-SCM-2-33 through SG-SCM-2-34
PARCEL: SG-SCM-2-36 through SG-SCM-2-37
PARCEL: SG-SCM-2-42 through SG-SCM-2-43

All of Lots 13 through 26, Lots 31 through 32, and Lots 38 through 41, Sun Country Meadows TH 3 (SG) according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-SCM-3-13 through SG-SCM-3-26
PARCEL: SG-SCM-3-31 through SG-SCM-3-32
PARCEL: SG-SCM-3-38 through SG-SCM-3-41

Exhibit 3

**NOTICE OF INTENT TO CONTINUE LEASING
(Sun Country Meadow Townhomes)**

TO ALL OWNERS:

DATE: _____

That certain Amended and Restated Declaration of Covenants, Conditions and Restrictions of Sun Country Meadow Townhomes ("Declaration") has been adopted by the membership of Sun Country Townhomes Owners Association. Among other matters, the Declaration prohibits leasing of Lot, subject to hardship exemptions and grandfathering Lots leased at the time the Declaration was approved and recorded in the records of the Washington County Recorder.

For those Owners seeking grandfathered status for the Lot(s) owned by them which were leased at the time the Declaration was adopted, you must return this completed form within forty-five (45) days from the date of this NOTICE in the attached self-addressed envelope to the Association. If you fail to do so, your right to lease your Lot(s) will lapse and terminate.

REGISTRATION INFORMATION

- | | |
|-------------------------------|--------------------------------|
| 1. Names of Lessees | 2. Telephone numbers of Lessee |
| a. _____ | a. Home: _____ |
| b. _____ | b. Work: _____ |
| c. _____ | c. Mobile: _____ |
| d. _____ | |
| 3. Telephone numbers of Owner | 4. Current address of Owner |
| a. Home: _____ | _____ |
| b. Work: _____ | _____ |
| c. Mobile: _____ | _____ |
5. Copy of Lease: a true and correct copy of the lease must be attached. Each time there is a new lessee, Owner must provide a new copy of the lease.

I/We the Owners of Lot(s) _____ hereby verify that the above information is true, accurate and complete.

DATED this _____ day of _____, 20__.

(Sign) _____

(Sign) _____

(Print) _____

(Print) _____