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Amended Restrictive Covenants  
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Springfield Townhomes Owners Association

**Record against the Property  
Described in Exhibit A**

After recording mail to:  
JENKINS BAGLEY, PLLC  
Attn: Bruce C. Jenkins  
285 W. Tabernacle, Ste. 301  
St. George, UT 84770

AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS OF  
SPRINGFIELD TOWNHOMES  
A PLANNED UNIT DEVELOPMENT

Prepared by:



Attn: Bruce C. Jenkins  
285 W. Tabernacle, Ste. 301  
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Table of Contents

I. DEFINITIONS.....	2
1. Declaration.....	2
2. Plat.....	2
3. Property.....	2
4. Lot.....	2
5. Common Areas.....	2
6. Limited Common Areas.....	2
7. Living Unit.....	2
8. Owner.....	2
9. Association.....	3
10. Articles and By-Laws.....	3
11. Board of Directors and the Board.....	3
12. Member.....	3
13. Mortgage.....	3
14. Development.....	3
15. Declarant.....	3
16. Front Yard Area.....	3
17. Pool Lots.....	3
II. DESCRIPTION OF PROPERTY.....	3
III. MEMBERSHIP AND VOTING RIGHTS.....	4
1. Membership.....	4
2. Voting Rights.....	4
3. Multiple Ownership Interests.....	4
IV. PROPERTY RIGHTS IN COMMON AREAS.....	4
1. Easement of Enjoyment.....	4
2. Form for Conveyancing.....	5
3. Transfer of Title.....	5
4. Limitation on Easement.....	5
5. Encroachments.....	5
6. Limited Common Areas.....	5
V. ASSESSMENTS.....	6
1. Personal Obligation and Lien.....	6
2. Purpose of Assessments.....	6
3. Base for Assessment.....	6
4. Special Assessments.....	6
5. Pool Assessment.....	7
6. City Assessment.....	7
7. Quorum Requirements.....	7
8. Rate of Assessment.....	7
9. Monthly Assessment Due Dates.....	7
10. Certificate Regarding Payment.....	8
11. Effect of Non-Payment - - Remedies.....	8
12. Tax Collection From Lot Owners by Washington County Authorized.....	8
13. Reinvestment Fee Assessment.....	8
VI. OPERATION AND MAINTENANCE.....	9
1. Maintenance of Lots and Living Units.....	9
2. Operation and Maintenance by Association.....	9
3. Utilities.....	9
4. Insurance.....	10
5. Manager.....	12

6.	Terms of Management Agreement .....	12
VII.	USE RESTRICTIONS .....	12
1.	Use of Common Areas .....	12
2.	Use of Lots and Living Units .....	12
3.	Fences .....	13
4.	Landscaping .....	13
5.	Non-residential Use .....	13
6.	Signs .....	13
7.	Quiet Enjoyment .....	13
8.	Temporary Structures, Equipment, Motor Vehicles, Etc .....	13
9.	Animals .....	13
10.	Garbage Removal .....	14
11.	Electronic Antennas .....	14
VIII.	ARCHITECTURAL CONTROL .....	14
1.	Architectural Control Committee or Committee .....	14
2.	Submission to Committee .....	14
3.	Standard .....	14
4.	Approval Procedure .....	14
5.	Construction .....	14
6.	Disclaimer of Liability .....	15
7.	Nonwaiver .....	15
IX.	CONDEMNATION .....	15
X.	RIGHTS OF FIRST MORTGAGEES .....	15
1.	Preservation of Regulatory Structure and Insurance .....	15
2.	Preservation of Common Area; Change in Method of Assessment .....	16
3.	Notice of Matters Affecting Security .....	16
4.	Notice of Meetings .....	16
5.	Right to Examine Association Records .....	16
6.	Right to Pay Taxes and Charges .....	16
7.	Exemption from any First Right of Refusal .....	17
8.	Rights Upon Foreclosure of Mortgage .....	17
9.	Restrictions Without Approval of Mortgagees .....	17
10.	Mortgagees Rights Concerning Amendments .....	17
XI.	LEASING .....	17
1.	Leasing and Rental of Living Units .....	17
2.	Grandfather Clause .....	17
XII.	MISCELLANEOUS .....	18
1.	Notices .....	18
2.	Rules and Regulations .....	18
3.	Amendment .....	18
4.	Reserve Fund .....	18
6.	Interpretation .....	19
7.	Covenants to Run with Land .....	19
8.	Effective Date .....	19

AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS OF  
SPRINGFIELD TOWNHOMES  
A PLANNED UNIT DEVELOPMENT

This Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Springfield Townhomes was approved by the affirmative vote of at least two-thirds (2/3) of the membership, pursuant to Article XII, Section 3 of the Original Declaration (defined below), and is executed this \_\_\_\_ day of \_\_\_\_\_, 2020, and amends and restates in its entirety and substitutes for the following:

- Declaration of Covenants, Conditions, and Restrictions of Springfield Townhomes, Phase 1, a Planned Unit Development, recorded with the Washington County Recorder on July 18, 1994, as Doc. No. 00473302 (“Original Declaration”);
- Springfield Townhomes Supplementary Declaration, Phase II, recorded with the Washington County Recorder on April 18, 1995, as Doc. No. 00497686;
- Amendment to Declaration of Covenants, Conditions & Restrictions of Springfield Estates, Phase I and Phase II, a Planned Unit Development, recorded with the Washington County Recorder on June 26, 1996, as Doc. No. 00536666;
- Springfield Townhomes Supplementary Declaration Phase III, recorded with the Washington County Recorder on August 22, 1996, as Doc. No. 00541579;
- Springfield Townhomes Supplementary Declaration Phase IV, recorded with the Washington County Recorder on May 19, 1999, as Doc. No. 00647736;
- Second Amendment to Declaration of Covenants, Conditions & Restrictions of Springfield Estates, Phases I, II, III, IV & V, a Planned Unit Development, recorded with the Washington County Recorder on November 20, 2002, as Doc. No. 0079076;
- Springfield Townhomes Supplementary Declaration Phase V, recorded with the Washington County Recorder on August 26, 2003, as Doc. No. 00837057;
- Proposed Amendment No. 1 to CC&R’s, recorded with the Washington County Recorder on March 22, 2007, as Doc. No. 20070014459;
- any other amendments, supplements, or annexing documents to the covenants, conditions, and restrictions for Springfield Townhomes, whether or not recorded with the Washington County Recorder.

RECITALS

A. Declarant created on the Property a planned unit development with certain Common Areas for the benefit of the Development and the Owners of Lots therein.

B. Declarant desired, and the Association continues to desire, to provide for the preservation and enhancement of the property values and for maintenance of the Common Areas. To this end and for the benefit of the Property and of the Owners thereof, the Declarant desired, and the Association continues to desire, to subject the Property described in Exhibit “A” of this Declaration to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which are for the benefit of the property and each owner thereof.

C. Declarant deemed it desirable, for the efficient preservation of the values and amenities of the Property, to create an entity which possesses the power to maintain and administer the Common Areas, to collect and disburse the assessments and charges hereinafter provided for, and otherwise to administer and enforce the provisions of this Declaration. For such purpose Declarant has caused to be incorporated under the laws of the State of Utah as a nonprofit corporation, SPRINGFIELD TOWNHOMES OWNERS ASSOCIATION.

NOW, THEREFORE, for the foregoing purposes, the Association restates, that the Property is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, and restrictions, easements, charges, and liens hereinafter set forth, and as set forth in the Plats for Springfield Townhomes Phases I-V, recorded with the Washington County Recorder.

#### I. DEFINITIONS

When used in this Declaration (including in that portion hereof under "RECITALS") the following terms shall have the meaning indicated.

1. Declaration shall mean and refer to this instrument as the same may hereafter be modified, amended, or supplemented in accordance with the provisions hereof concerning amendments or supplements to this Declaration.

2. Plat shall mean and refer to the Plats for Springfield Townhomes Phases I through V, recorded in the office of the County Recorder of Washington County, Utah, as the same may hereafter be modified, amended, or supplemented.

3. Property shall mean and refer to all of the real property which is covered by the Plats, a description of which is stated in Exhibit "A" of this Declaration.

4. Lot shall mean and refer to any of the separately numbered and individually described plots of land shown on any recorded Plat.

5. Common Areas shall mean and refer to that portion of the property, which is not included within the Lots, including all improvements other than utility lines now or hereafter constructed or located thereon.

6. Limited Common Areas shall mean those common areas designated on the Plat which are for the exclusive use of the owners of adjacent lots, or their invitees, tenants or guests.

7. Living Unit shall mean and refer to a structure which is designed and intended for use and occupancy as a single-family residence, together with all improvements located on the Lot concerned which are used in conjunction with such residence.

8. Owner shall mean and refer to the person who is the owner of record (in the office of the County Recorder of Washington County, Utah) of a fee or an undivided fee interest in a Lot. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term Owner shall not mean or include a Mortgagee or a beneficiary or trustee under a deed of trust

unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

9. Association shall mean and refer to the SPRINGFIELD TOWNHOMES OWNERS ASSOCIATION.

10. Articles and By-Laws shall mean and refer to the Articles of Incorporation and the By-Laws of the Association.

11. Board of Directors and the Board shall mean and refer to the Board of Directors of the SPRINGFIELD TOWNHOMES OWNERS ASSOCIATION.

12. Member shall mean and refer to every person who holds membership in the Association.

13. Mortgage shall mean any person named as a first mortgagee or beneficiary under or holder of a first deed of trust.

14. Development shall mean and refer to the Springfield Townhomes, Phases I through V, as it exists at any given time.

15. Declarant shall mean and refer to GOODWIN BUILDERS, L.C., or its successors and assigns, or with any successor or assign to whom all or substantially all of its interest in the development of the Property is conveyed (references herein to the Declarant are for historical purposes and context).

16. Front Yard Area shall mean and refer to the yard area of each Living Unit, between the unit and the street.

17. Pool Lots shall mean Lots 5, 9, 10, 12, 16, 17, 20, 29, 30, 37, 38, 39, 40, 41, 43, 44, 45, 47, 48, 50, 51, 52, 53, 54, 55, 56, 58, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, and 111. The Owners, or previous Owners, of these Lots has paid a one-time pool capital contribution. Pool Lots shall also include any additional Lots for which the Owner hereafter makes an election to pay the one-time pool capital investment fee. Once a Lot is designated as Pool Lot it shall remain so for so long as this Declaration, as amended from time to time, is enforce.

## II. DESCRIPTION OF PROPERTY

The property which is associated with the Development and which is and shall be held, transferred, sold, conveyed, and occupied subject to the provisions of this Declaration consists of the real property situated in Washington County, State of Utah, and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

ALL OF THE FOREGOING IS SUBJECT TO: all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all patent reservations and exclusions; any mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described land or any portion thereof, including without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; all easements and rights-of-way of record; any easements, rights-of-way, encroachments, or discrepancies otherwise existing; an easement for each and every pipe, line, cable, wire, utility line, or similar facility which traverses or partially occupies the above-described land at such time as construction of all Project improvements is complete; and all easements necessary for ingress to, egress from, maintenance of, and replacement of all such pipes, line, cables, wires, utility lines, and similar facilities.

To improve portions of the Property with such other or additional improvements, facilities, or landscaping designed for the use and enjoyment of all the Owners. If, pursuant to the foregoing, the above-described land or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. Such easement shall be in favor of the city of St. George or such utility as is providing the service. All sewer, water, and electric lines shall be owned by the City of St. George.

### III. MEMBERSHIP AND VOTING RIGHTS

1. Membership. Every Owner shall be a Member of the Association. Membership in the Association shall be mandatory, shall be appurtenant to the Lot in which the Owner has the necessary interest, and shall not be separated from the Lot to which it appertains.

2. Voting Rights. Members shall be all the Owners. Members shall be entitled to one (1) vote for each Lot in which the interest required for membership in the Association is held. In no event, however, shall more than one (1) vote exist with respect to any Lot.

3. Multiple Ownership Interests. In the event there is more than one (1) Owner of a particular Lot, the vote relating to such Lot shall be exercised as such Owners may determine among themselves. 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.

### IV. PROPERTY RIGHTS IN COMMON AREAS

1. Easement of Enjoyment. Each Member shall have a right and easement of use and enjoyment including, but not limited to, the right of ingress and egress to and from his Lot and in and to the Common Areas, except for limited Common Areas as explained in Article IV, Section 6 below. Such right and easement shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom. Any Member may grant the use and enjoyment described herein to any tenant, lessee, or contract purchaser who resides on such Member's Lot.

2. Form for Conveyancing. Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering title to a Lot shall describe the interest or estate involved substantially as follows:

All of Lot \_\_\_\_ of Springfield Townhomes, Phase \_\_\_\_, according to the official plat thereof, subject to the Amended and Restated Declaration of Conditions, Covenants, and Restrictions, all on file in the office of the Washington County Recorder.

Whether or not the description employed in any such instrument is in the above-specified form, however, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Lot.

3. Transfer of Title. Declarant conveyed to the Association title to all Common Areas of the Development, and Declarant discharged all liens and encumbrances on said Common Areas on or before the sale and closing of the last Lot in the Development.

4. Limitation on Easement. A Member's right and easement of use and enjoyment concerning the Common Areas shall be subject to the following:

(a) The right of the Association to suspend a Member's right to the use of any amenities included in the Common Areas for any period during which an assessment on such Member's Lot remains unpaid and for a period not exceeding ninety (90) days for any infraction by such Member of the provisions of this Declaration or of any rule or regulation promulgated by the Association;

(b) The right of the Association to impose reasonable limitations on the number of guests per Member who at any given time are permitted to use the Common Areas;

(c) The right of the County of Washington and any other governmental or quasi-governmental body having jurisdiction over the property to access and rights of ingress and egress over and across any street, parking area, walkway, or open spaces contained within the Property for purposes of providing police and fire protection and providing any other governmental or municipal service; and

(d) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency or authority for such purposes and subject to such donations as may be agreed to by the Association. Any such dedication or transfer must, however, be assented to by two-thirds (2/3) of the vote of the membership votes which Members present in person or by proxy are entitled to cast at a meeting duly called for the purpose. Written or printed notice setting forth the purpose of the meeting and the action proposed shall be sent to all Members at least ten (10) days but not more than thirty (30) days prior to the meeting date.

5. Encroachments. If any portion of a Living Unit or improvement constructed by Declarant, or if any portion of a Living Unit reconstructed so as to substantially duplicate the Living Unit originally constructed by Declarant, encroaches upon the Common Areas or other Lots, as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the development, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

6. Limited Common Areas. As shown on the Plat, Limited Common Areas are reserved exclusively for the use of adjacent unit owners, their tenants, guests, or invitees. The



Association reserves the right of entry on such areas for any necessary maintenance upon giving reasonable notice or in an emergency. Such areas are generally described as follows: Front yard and back yard areas (bisected by centerline between units and/or centerline of side yards where limited common areas connect) are limited common area appurtenant to the adjacent unit, as shown on the plat. Such backyard areas have or will be divided by fence. Where there is question as to the location of the limited common area in back yards, the fence line shall control.

## V. ASSESSMENTS

1. Personal Obligation and Lien. Each Owner shall, by acquiring or in any way becoming vested with an interest in a Lot, be deemed to covenant and agree to pay to the Association the monthly and the special assessments described in this Article V, together with the hereinafter provided for interest and costs of collection. All such amounts shall be, constitute, and remain: (a) a charge and continuing lien upon the Lot with respect to which such assessment is made; and (b) the personal obligation of the person who is the owner of such Lot at the time the assessment falls due. No Owner may exempt himself or his Lot from liability for payment of assessments by waiver of his rights concerning the Common Areas or by abandonment of his Lot. Any such liens, however, shall be subordinate to the lien or equivalent security interest of any first Mortgage on the unit recorded prior to the date any such common expense assessments become due.

2. Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the purpose of promoting the maintenance, health, safety, and welfare of residents of the Property. The use made by the Association of funds obtained from assessments may include payment of the cost of: taxes and insurance on the Common Areas; maintenance, repair, replacement, and improvement of the Common Areas; management and supervision of the Common Areas; establishing and funding a reserve to cover major repair or replacement of improvements within the Common Areas; and any expense necessary or desirable to enable the Association to perform or fulfill its obligations, functions, or purposes under this Declaration, the Articles of Incorporation, or the By-Laws.

3. Base for Assessment. Each Living Unit shall be assessed at a same and equal rate.

4. Special Assessments. In addition to the monthly assessments authorized above, the Association may levy special assessments for the purpose of defraying, in whole or in part: (a) any expense or expenses not reasonably capable for being fully paid with funds generated by monthly assessments; or (b) the cost of any construction, reconstruction, or unexpectedly required repair or replacement in connection with the Common Areas. Any such special assessment must be assented to by more than fifty percent (50%) of all votes which Members present in person or represented by proxy are entitled to cast at a meeting duly called for the purpose. Written notice setting forth the purpose of the meeting shall be sent to all Members at least ten (10) days but not more than thirty (30) days prior to the meeting date. For special assessments for the Pool, only the Owners of Pool Lots shall participate in the voting. Moreover, for special assessments for the Pool, the foregoing requirements and those of Section 7 below shall be read and interpreted as though only applying to Pool Lots.

5. Pool Assessment. The cost of maintenance of the Pool shall be paid for by the Owners of the Pool Lots, which shall have included in their assessment a Pool assessment represented by the actual costs of operating and maintaining the Pool, including reasonable reserves for future capital replacement. An Owner of a non-Pool Lot shall continue to have the option of enjoying the Pool, provided such Owner pays a 1-time capital cost (\$2,000.00), which shall be added to the Pool reserves. The amount payable on a Pool maintenance assessment by the Owners Pool Lots. The 1-time capital buy in referred to above shall be utilized for long-term repair and replacement, or improvements to the Pool area as may be approved by the Board. The accounting for Pool expenses, including long-term capital repair, and any other improvements, shall be separately accounted by the Association. (Gas and electricity for the Pool shall be separately metered and paid for out of the Pool fund.) The Board shall have the right to establish a Pool Committee who shall recommend operational rules, budget, maintenance, and other items affecting the Pool. The Board shall have the final decision upon any particular item affecting the Pool. The Pool Committee shall be appointed from Owners of the Pool Lots. Unauthorized use of the Pool shall be controlled by a keying system. The Board shall have the right to establish fines for unauthorized users of the Pool. Included in the Pool maintenance fund shall be any additional costs of insurance related to the Pool, which shall be determined by a quote from the Association's insurance provider.

6. City Assessment. 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 units, and that they are installed and shall be maintained to City specifications.

7. Quorum Requirements. The quorum required for any action authorized by Article V, Section 4 above shall be as follows: at the first meeting called the presence of Members or of the proxies entitled to cast fifty percent (50%) of all outstanding votes shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called (subject to the notice requirements set forth in Article V, Section 4) at which a quorum shall be one-half (1/2) of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting.

8. Rate of Assessment. Both monthly and special assessments shall be fixed at a uniform (equal) rate for all Lots in Phases I-V, excepting Pool Assessments and Special Assessments related to the Pool which will be separately allocated to Owners of Pool Lots.

9. Monthly Assessment Due Dates. The monthly assessments provided for herein shall be due and payable on the 1<sup>st</sup> day of the month. At least fifteen (15) days prior to the effective date of any change in amount of the monthly assessment, the Association shall give each Owner written notice of the amount and the first due date of the assessment concerned.

10. Certificate Regarding Payment. Upon the request of any Owner or prospective purchaser or encumbrancer of a Lot the Association shall issue a certificate stating whether or not all assessments respecting such Lot are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who in good faith rely thereon.

11. Effect of Non-Payment - - Remedies. Any assessment not paid when due shall, together with the hereinafter provided for interest and costs of collection, be, constitute, and remain a continuing lien on the Lot, provided, however, that any such lien will be subordinate to the lien or equivalent security interest of any first mortgage on the Lot recorded prior to the date any such assessments become due. The person who is the Owner of the Lot at the time the assessment falls due shall be and remain personally liable for payments. Such personal liability shall not pass to the Owner's successors in title unless expressly assumed by them. If the assessment is not paid within thirty (30) days after the date on which it becomes delinquent, the amount thereof shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum plus a late payment service charge equal to five (5) percent of each delinquent amount due, and the Association may, in its discretion, bring an action either against the Owner who is personally liable or to foreclose the lien against the Lot. Any Judgment obtained by the Association shall include reasonable attorney's fees, court costs, and each and every other expense incurred by the Association in enforcing its rights.

12. Tax Collection From Lot Owners by Washington County Authorized. It is recognized that under the Declaration the Association will own the Common Areas and that it will be obligated to pay property taxes to Washington County. It is further recognized that each Owner of a Lot is a Member of the Association and as part of his monthly assessment will be required to pay to the Association his prorata share of such taxes. Notwithstanding anything to the contrary contained in this Declaration, or otherwise, Washington County shall be, and is, authorized to collect such prorata share (on equal basis) of taxes directly from each Owner by inclusion of said share with the tax levied on each Lot to the extent allowable, Washington County is hereby directed to do so. In the event that the assessor shall separately assess Common Areas to the Association, the Board may require, in its discretion a special assessment to pay such taxes, or they may be included in the regular assessment budget.

13. 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 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; or
  - (v) Association expenses as provided for in Utah Code § 57-1-46(1)(a).

(b) The reinvestment assessment shall be Three Hundred Dollars (\$300.00), but in no event can it exceed one-half percent (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 13(b) directly to the Association's manager.

(c) A reinvestment fee covenant recorded on or after March 16, 2010, may not be enforced upon: (i) an involuntary transfer; (ii) a transfer that results from a court order; (iii) a bona fide transfer to a family member of the seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity; or (iv) a transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution.

## VI. OPERATION AND MAINTENANCE

1. Maintenance of Lots and Living Units. Each Lot and Living Unit and related Limited Common Area shall be maintained by the Owner thereof so as not to detract from the appearance of the Property and so as not to affect adversely the value or use of any other Lot or Living Unit. The Association shall have no obligation regarding maintenance or care of Lots or Living Units except as provided in Article VI, Section 2.

2. Operation and Maintenance by Association.

(a) Common Areas. The Association, by its duly delegated representative, shall provide for such maintenance and operation of the Common Areas as may be necessary or desirable to make them appropriately usable in conjunction with the Lots and to keep them clean, functional, attractive, and generally in good condition and repair.

(b) Front and Side Yards. Notwithstanding the provisions regarding Lot and Living Unit and Limited Common Area maintenance by Owners, the Association shall maintain the front yard and side yard areas of each unit (whether or not designated as Limited Common Area).

(c) Backyard Maintenance. The Association shall only be responsible to mow and trim the grass, blow the leaves, and maintain the irrigation system in the backyard areas of each Living Unit. Individual Owners shall be responsible for maintenance, repair, and replacement of all other landscaping.

(d) Exterior Maintenance. Each Owner shall be responsible to conduct any and all maintenance, repairs, and replacement required to the exteriors of Living Units.

(e) Damage or Disrepair. Damage to or disrepair of Living Units shall be promptly repaired by the Owner at the Owner's expense, unless such repair is covered by the Association's insurance. In the event an Owner of any Lot in the Property shall fail to maintain his Lot or repair damage in a manner satisfactory to the Board, the Association, after approval by two-thirds (2/3) vote of the Board, shall have the right after thirty (30) days advance notice to the Owner, through its agent, employees, or through an independent contractor to enter upon such Lot and repair, maintain, and restore the portion of the Lot maintainable by the Owner and any other improvements erected thereon (but not the interior of his Living Unit).

(f) Right to Assess. The costs incurred by the Association in maintaining, repairing or restoring those portions of a lot maintainable by the owner shall then be added to and become an assessment and lien against the lot as described in Article V, Section 1 and subject to collection as described in Article V Section 9 of this Declaration.

3. Utilities. The Owners shall pay for the monthly water which is not separately metered to a Lot and cable, unless other billing arrangements with the utility are approved by the Board. Each Lot Owner shall pay for all other utility services which are separately billed or metered to individual Lots by the utility or other party furnishing such service. Any utilities not

chargeable to a unit shall be paid by the Association, including cable or similar services if the Board has elected to provide such services to the Property.

4. Insurance. The Association shall secure and at all times maintain the following insurance coverages:

(a) A policy or policies of fire and casualty insurance, with extended coverage endorsement, for the full insurable replacement value of all improvements comprising a part of the Common Areas. The name of the insured under each such policy shall be in form and substance similar to: "Springfield Townhomes Owners Association, for the use and benefit of the individual Lot Owners and Mortgagees, as their interests may appear."

(b) A comprehensive policy or policies insuring the Owners, the Association, and its directors, officers, agents, and employees against any liability incident to the ownership, use or operation of the Common Areas which may arise among themselves, to the public, and to any invitees or tenants of the Property or of the Owners. Limits of liability under such insurance shall not be less than One Million Dollars (\$1,000,000.00) for all claims for personal injury and/or property damage arising out of a single occurrence, such coverage to include protection against water damage, liability for non-owned or hired automobile, liability for property of others, and such other risks as shall customarily be covered with respect to projects similar in construction, location and use. Such policies shall be issued on a comprehensive liability basis, shall provide a cross-liability endorsement pursuant to which the rights of the named insureds as between themselves are not prejudiced, and shall contain "a severability of interest" clause of endorsement to preclude the insurer from denying the claim of an Owner in the Development because of negligent acts of the Association or other Owners.

(c) A fidelity policy or policies to protect against dishonest acts on the part of Directors, officers, manager, employees of the Association and all others (including volunteers) who handle or are responsible for handling funds of the Association. This fidelity coverage shall name the Association as the obligee or insured and shall be written in an amount sufficient to offer the protection reasonably required, but in no event less than one hundred percent (100%) of the Association's estimated annual operating expenses including reserves. The fidelity bond or insurance shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression. Said policy shall also provide that it may not be canceled or substantially modified (including cancellation for non-payment of premiums) without at least thirty (30) days prior written notice to all first mortgagees of Lots.

The following additional provisions shall apply with respect to insurance:

(i) In addition to the insurance described above, the Association shall secure and at all times maintain insurance against such risks as are or hereafter may be customarily insured against in connection with developments similar to the Property in construction, nature and use.

(ii) All policies shall be written by a company holding a rating of Class IV or better from Best's Insurance Reports or equivalent rating. Each insurer must be specifically licensed in the State of Utah.

(iii) The Association shall have the authority to adjust losses.

(iv) Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Owners or their Mortgagees.

(v) Each policy of insurance obtained by the Association shall, if reasonably possible, provide: A waiver of the insurer's subrogation rights with respect to the Association, the Owners, and their respective directors, officers, agents, employees, invitees, and tenants; that it cannot be canceled, suspended, or invalidated due to the conduct of any particular Owner or Owners; that it cannot be canceled, suspended, or invalidated due to the conduct of the Association or of any director, officer, agent or employee of the Association without a prior written demand that the defect be cured; that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Owners.

(vi) Notwithstanding any provision to the contrary herein, so long as the Mortgagee or its designee holds a mortgage or beneficial interest in a trust deed on a Lot in the Development or owns a Lot, insurance policies shall meet all requirements and contain such other coverage and endorsements as may be required from time to time by the Mortgagee or its designee.

(vii) Mortgagee Clause. All policies of hazard insurance must contain or have attached the standard mortgagee clause commonly accepted by private institutional mortgage investors in the area in which the mortgaged premises are located. The mortgagee clause must provide that the insurance carrier shall notify the first Mortgagee (or trustee) named at least ten (10) days in advance of the effective date of any reduction in or cancellation of the policy.

(viii) Review of Insurance. The Board shall periodically, and whenever requested by twenty percent (20%) or more of the Owners, review the adequacy of the Association's insurance program and shall report in writing the conclusions and action taken on such review to the Owner of each Lot and to the holder of any mortgage on any Lot who shall have requested a copy of such report. Copies of every policy of insurance procured by the Board shall be available for inspection by the Owner.

(ix) Lots and Living Units Not Insured by Association. The Association shall have no duty or responsibility to procure or maintain any fire, liability, extended coverage, or other insurance covering any Lot or Living Unit and acts and events occurring thereon. Accordingly, each Owner shall secure and keep in force at all times fire and extended coverage insurance which shall be equal to or greater than fire and extended coverage and shall be at least equal to that commonly required by private institutional mortgage investors in the area in which the mortgaged premises are located. The policy shall provide, as a minimum, fire and extended coverage insurance on a replacement cost basis in an amount not less than that necessary to comply with any co-insurance percentage stipulated in the policy. The amount of coverage shall be sufficient so that in the event of any damage or loss to the Mortgaged premises of a type covered by the insurance, the insurance proceeds shall provide at least the lesser of: (i) compensation equal to the full amount of damage or loss, or (ii) compensation to the first Mortgagee under the Mortgage equal to the full amount of the unpaid principal balance of the mortgage loan. However, the Board may choose to obtain a master policy of insurance. If the Board elects to do so, such policy shall be in an amount equal to full replacement value of all Living Units on the Lots with a co-insurance clause and each Owner of such Lots shall be designated as additional insureds. The cost of such insurance shall be

part of the assessment for such Lot and may vary by lot if the Board shall find that the cost of insuring a unit under the Blanket Policy is materially different.

(x) Unacceptable Policies. Policies are unacceptable where: (i) under the terms of the carrier's charter, bylaws, or policy, contributions, or assessments may be made against the Lot Owner or Mortgagee or Mortgagee's designee; or (ii) by the terms of the carrier's charter, bylaws or policy, loss payments are contingent upon action by carrier's board of directors, policyholders, or members; or (iii) the policy includes any limiting clauses (other than insurance conditions) which could prevent the Lot Owner, Mortgagee or Mortgagee's Designee from collecting insurance proceeds.

(xi) Flood Insurance. The Development is not located in an area identified by the Housing and Urban Development as an area having special flood hazards. In the event that at some future time the Development should be declared to be in such flood area, a blanket policy of flood insurance on the Project shall be maintained in the amount of the aggregate of the outstanding principal balances of the mortgage loans on the Living Units comprising the Development or the maximum limit of coverage available under the National Flood Insurance Act of 1968, as amended, whichever is less. The name of the insured under each required policy must be in form and substance as that required by the Federal Home Loan Mortgage Corporation at any given time.

5. Manager. The Association may carry out through a Manager any of its functions which are properly the subject of delegation. Any Manager so engaged may be an independent contractor of an agent or employee of the Association, shall be responsible for managing the Property for the benefit of the Association and the Owners, and shall, to the extent permitted by law and the terms of the agreement with the Association, be authorized to perform any of the functions or acts required or permitted to be performed by the Association itself.

6. Terms of Management Agreement. Any agreement for professional management of the Development, or any other contract providing for services of the Declarant, sponsor, or builder, may not exceed three (3) years. Any such agreement must provide for termination by either party with cause and without payment of a termination fee on ninety (90) days or less written notice.

## VII. USE RESTRICTIONS

1. Use of Common Areas. The Common Areas shall be used only in a manner consistent with their community nature and with the use restrictions applicable to Lots and Living Units. Except as provided for in Article V, no admission fees, charges for use, leases, or other income-generating arrangement of any type shall be employed or entered into with respect to any portion of the Common Areas.

2. Use of Lots and Living Units. Each Lot has been or shall be improved with a Living Unit, each to be used only as a single-family residence and not for timeshare or fractional ownership purposes, if the Lot is owned by a limited liability company, corporation, partnership, or other business entity the occupant of the Living Unit must own at least a majority of the

ownership interest in such business entity. No Lot or Living Unit shall be used, occupied, or altered in violation of law, so as to create a nuisance or interfere with the rights of any Owner or in a way which would result in an increase in the cost of any insurance covering the Common Areas.

3. Fences. No fences will be allowed unless installed by the Declarant, or approved by the Architectural Control Committee. It is contemplated that Declarant will fence back yards and a portion of side yards (but shall not be required to do so).

4. Landscaping. Front yards, side yards, and backyards and fenced areas (if any) shall be landscaped by the Owner. Maintenance of those areas shall be according to Article VI, Section 2(b) and (c)..

5. Non-residential Use. No part of the Property shall be used for any commercial, manufacturing, mercantile, commercial storing, vending, (except as may be installed as a convenience by the Declarant or Association) or other such non-residential purposes.

6. Signs. No sign or billboard of any kind shall be displayed to the public view on any portion of the Property or any Lot except that one (1) sign of not more than two by three feet (2'x3') advertising the property for sale or rent or advertising a garage sale shall be permitted so long as such sign is located in the window of the Living Unit or in the planter area adjacent to the Living Unit. .

7. Quiet Enjoyment. No noxious or offensive trade or activity shall be carried on upon any Lot or any part of the Property, nor shall anything be done thereon which 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 of his respective Living Unit or which shall in any way increase the rate of insurance.

8. Temporary Structures, Equipment, Motor Vehicles, Etc. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time except as may be needed for construction purposes by an Owner. Storage sheds may be allowed in the backyard areas upon approval of the Architectural Control Committee. Any temporary structure utilized during construction shall be immediately removed at the completion of construction activities. No trailer, boat, truck larger than three-quarter (¾) ton, or similar equipment shall be permitted to be parked on the Project unless written approval is given by the Board. No motor vehicle whatsoever may be parked on the project except in designated parking areas.

9. Animals. No animals of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other quiet household pets may be kept on the Lots provided that they are not kept, bred or maintained for any commercial purpose or kept in unreasonable numbers. Notwithstanding the foregoing, no animals or fowl may be kept on the Property which result in an annoyance or are obnoxious, by noise or otherwise, to Lot Owners. Pets must be kept on a leash at all times outside of the Owner's residence. Pet owners must pick up after their pets with a pooper-scooper or similar device. If the dog barks and bothers the neighbors, the homeowner must remove the dog from the project.



10. Garbage Removal. All rubbish, trash, and garbage shall be regularly removed from the property, and shall not be allowed to accumulate thereon. All clothes lines, refuse containers, woodpiles, storage areas, machinery, and equipment shall be prohibited upon any Lot unless obscured from view of adjoining Lots in the patio areas or in the unit.

11. Electronic Antennas. No television, radio, or other electronic antenna or device of any type shall be erected, constructed, placed, or permitted to remain on the exterior of any Living Units or structures on the Lots in said tract. Satellite dishes should be in the back yard obscured from public view, unless an acceptable signal is not possible. In that case the satellite location needs to be approved by the Board in a location that an acceptable quality signal can be achieved.

### VIII. ARCHITECTURAL CONTROL

1. Architectural Control Committee or Committee. The Board shall appoint a three-member committee the function of which shall be to ensure that all exteriors of Living Units and landscaping within the Property harmonize with existing surroundings and structures. The Committee need not be composed of Owners. If such a committee is not appointed the Board itself shall perform the duties required of the Committee.

2. Submission to Committee. No Living Unit, accessory, or addition to a Living Unit, landscaping, or other improvement of a Lot which is visible from the Common Areas shall be constructed, maintained, or accomplished, and no alteration, repainting, or refurbishing of the exterior of any Living Unit shall be performed, unless complete plans and specifications therefor have first been submitted to and approved by the Committee.

3. Standard. In deciding whether to approve or disapprove plans and specifications submitted to it, the Committee shall use its best judgment to ensure that all improvements, construction, landscaping, and alterations on lots within the Property conform to and harmonize with existing surroundings and structures. The Board may formulate general guidelines and procedures. The adopted guidelines and procedures shall be incorporated in the Book of Resolutions and the Committee, or the Board, as the case may be, shall act in accordance with such guidelines and procedures.

4. Approval Procedure. Any plans and specifications submitted to the Committee shall be approved or disapproved by it in writing within thirty (30) days after submission. In the event the Committee fails to take any action within such period it shall be deemed to have approved the material submitted.

5. Construction. Once begun, any improvements, construction, landscaping, or alterations approved by the Committee shall be diligently prosecuted to completion. If reasonably necessary to enable such improvement, construction, landscaping, or alteration, the person or persons carrying out the same shall be entitled to temporary use and occupancy of unimproved portions of the Common Areas in the vicinity of the activity.

6. Disclaimer of Liability. Neither the Committee, nor any member thereof acting in good faith shall be liable to the Association or to any Owner for any damage, loss, or prejudice suffered or claimed on account of (a) the approval or rejection of, or the failure to approve or reject, any plans, drawings or specifications, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development or manner of development of any of the Property, or (d) any engineering or other defect in approved plans and specifications.

7. Nonwaiver. The approval by the Committee of any plans and specifications for any work done or proposed shall not constitute a waiver of any right of the Committee to disapprove any similar plans and specifications.

#### IX. CONDEMNATION

If at any time or times the Common Areas or any part thereof shall be taken or condemned by any authority having the power of eminent domain, the Association shall represent the lot owners in these proceedings, negotiations, settlements, or agreements. All compensation and damages shall be payable to the Association and shall be used promptly by Association to the extent necessary for restoring or replacing any improvements on the remainder of the Common Areas. Upon completion of such work and payment in full thereof, any proceeds of condemnation then or thereafter in the hands of the Association which are proceeds for the taking of any portion of the Common Areas shall be disposed of in such manner as the Association shall reasonably determine; provided, however, that in the event of a taking in which any Lot(s) or portion(s) thereof is eliminated, the Association shall disburse the portion of the proceeds of the condemnation award allocable to the interest of the Owner(s) of such Lot(s) or portion(s) thereof to such Owner(s) and any first Mortgagee(s) of such Lot(s), as their interests shall appear, after deducting the proportionate share of said Lot in the cost of debris removal.

#### X. RIGHTS OF FIRST MORTGAGEES

Notwithstanding any other provisions of this Declaration, the following provisions concerning the rights of first Mortgagee shall be in effect:

1. Preservation of Regulatory Structure and Insurance. Unless the holders of 75% of all first Mortgagees and 75% of the Lot Owners shall have given their prior written approval, the Association shall not be entitled:

(a) By act or omission to change, waive, or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design of the exterior appearance of Living Units, the exterior maintenance of Living Units under certain conditions provided in Article VI, Section 2, or the upkeep of the Common Areas of the Property;

(b) To fail to maintain fire and extended coverage on insurable portions of the Common Areas on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement costs); or

(c) To use hazard insurance proceeds for losses to the Common Areas for other than the repair, replacement, or reconstruction of improvements on the Common Areas.

2. Preservation of Common Area; Change in Method of Assessment. Unless the Association shall receive the prior written approval of (1) at least 75% of all first mortgagees (based on one (1) vote for each Mortgagee) of the lots and (2) the Owners of at least seventy-five percent (75%) of the Lots the Association shall not be entitled:

(a) By act or omission to seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Areas, except to grant easements for utilities and similar or related purposes, as herein elsewhere reserved; or

(b) To change the ratio or method of determining the obligations, assessments, dues or other charges which may be levied against a Lot or the Owner thereof.

Neither this Article X nor the insurance provision contained in Article VI may be amended without the prior approval of all first Mortgagees.

3. Notice of Matters Affecting Security. The Association shall give written notice to any first Mortgagee of a Lot requesting such notice wherever:

(a) there is any default by the Owner of the Lot subject to the first mortgagee in performance of any obligation under this Declaration, the Articles, or the By-Laws which is not cured within thirty (30) days after default occurs; or

(b) there occurs any substantial damage to or destruction of any Living Unit or any part of the Common Areas involving an amount in excess of, or reasonably estimated to be in excess of Fifteen Thousand Dollars (\$15,000.00). Said notice shall be given within ten (10) days after the Association learns of such damage or destruction; or

(c) there is any condemnation proceedings or proposed acquisition of a Living Unit or of any portion of the Common Areas within ten (10) days after the Association learns of the same; or

(d) any of the following matters come up for consideration or effectuation by the Association:

(i) abandonment or termination of the Planned Unit Development established by this Declaration;

(ii) material amendment of this Declaration, the Articles or Bylaws of the Association; or

(iii) any decision to terminate professional management of the Common Areas and assume self-management by the Owners.

4. Notice of Meetings. The Association shall give to any first Mortgagee of a Lot requesting the same, notice of all meetings of the Association; and such first Mortgagee shall have the right to designate in writing a representative to attend all such meetings.

5. Right to Examine Association Records. Any first Mortgagee shall have the right to examine the books, records, and audit financial statements of the Association.

6. Right to Pay Taxes and Charges. First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any portion of the Common Areas and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for the Common Areas; and first Mortgagees

making such payments shall be owed immediate reimbursement therefor from the Association. Declarant, for the Association as owner of the Common Areas, conveyed and the Association by acceptance of the conveyance of the Common Areas, whether or not it be so expressed in such conveyance, is deemed to covenant and agree to make such reimbursement.

7. Exemption from any First Right of Refusal. Any first Mortgagee and any purchaser therefrom who obtains title to the Lot pursuant to the remedies provided in the first Mortgage, or by foreclosure of the first Mortgage, or by deed or assignment in lieu of foreclosure, or by sale pursuant to any power of sale or otherwise shall be exempt from any "right of first refusal" which would otherwise affect the Lot.

8. Rights Upon Foreclosure of Mortgage. Each holder of a first Mortgage (or Deed of Trust) on a Lot and any purchaser from it who comes into possession of the Lot by virtue of foreclosure of the mortgage, or by deed or assignment in lieu of foreclosure, or pursuant to a power of sale or otherwise will take the Lot free of, and shall not be liable for, any claims for unpaid assessments and charges against the Lot which accrue prior to the time such holder comes into possession of the Lot.

9. Restrictions Without Approval of Mortgagees. Except as to the Association's right to grant easements for utilities and similar or related purposes, the Development's Common Areas may not be alienated, released, transferred, hypothecated, or otherwise encumbered without the approval of 75% of first Mortgage liens on the Lots.

10. Mortgagees Rights Concerning Amendments. No material amendment to the Declaration, By-Laws, or the Articles of Incorporation shall be accomplished or effective unless at least 75% of the Mortgagees (based on one (1) vote for each Mortgagee) of the individual Lots have given their prior written approval to such amendment.

## XI. LEASING

1. Leasing and Rental of Living Units. Notwithstanding anything to the contrary contained in this Declaration, the leasing of any residence/Unit (hereinafter "Unit") within the Springfield Estates HOA shall be governed by this Article XI.

- (a) Rental-Lease Limit. Owners and units shall be subject to the following restrictions:
- (i) Prior to renting or leasing any Unit as provided for herein, an Owner shall own their Unit for at least one (1) year before it can qualify as a permissible rental unit;
  - (ii) No unit may be rented or leased if the rental or lease results is more than ten percent (10%) of the Units ("Rental-Lease Limit") being rented or leased at the same time; and
  - (iii) No rental agreement shall be for a term of less than one (1) year.

2. Grandfather Clause. Any owner that was renting or leasing a unit as of March 22, 2007 ("Grandfathered Owner") may continue to rent or lease their unit until such time as the unit is sold or title is otherwise transferred to a new owner of record. However, notwithstanding the

grandfather provision above, if a Grandfathered Owner fails to re-let their unit within ninety (90) days of the expiration or termination of a rental or lease agreement by any tenant, then the Grandfathered Owner and unit become subject to the Rental-Lease Limit expressed above and shall apply to the Board for permission to rent or lease the unit.

## XII. MISCELLANEOUS

1. Notices. Any notice required or permitted to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly furnished if delivered or mailed, postage prepaid, to the person named as the Owner, at the latest address for such person as reflected in the records of the Association at the time of delivery or mailing. Any notice required or permitted to be given to the Association may be given by delivering or mailing the same to the managing agent or the president of the Association. Any notice required or permitted to be given to the Architectural Control Committee may be given by delivering or mailing the same to the chairman or any member of such Committee.

2. Rules and Regulations. The Association shall have authority to promulgate and enforce such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Association in carrying out any of its functions or to ensure that the Property is maintained and used in a manner consistent with the interests of the Owners.

3. Amendment. Any amendment to this Declaration shall require the affirmative vote of at least two-thirds (2/3) of the membership votes which Members present in person or represented by proxy are entitled to cast at a meeting duly called for such purpose.

Written notice setting forth the purpose of the meeting and the substance of the amendment proposed shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date. The quorum required for any such meeting shall be as follows: At the first meeting called the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called (subject to the notice requirement set forth in the foregoing portion of this Section 3) at which a quorum shall be one-half (1/2) of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting. Any amendment authorized pursuant to this Section 3 shall be accomplished through the recordation of an instrument executed by the Association. In such instrument an officer or director of the Association shall certify that the vote required by this Section 3 for amendment has occurred.

4. Reserve Fund. 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. Unless a majority of the Association Owners vote to approve the use of reserve fund money for that purpose, the Board may not use money in a reserve fund: (i) for daily maintenance expenses; or (ii) for any purpose other than the purpose for which the reserve fund was established. The Board shall maintain a reserve fund separate from other Association funds.

5. Declarant's Covenant to Construct Common Areas. Declarant covenanted to construct all Common Areas and amenities thereto indicated on the Plat.

6. Interpretation. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

7. Covenants to Run with Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of the Association, all parties who hereafter acquire any interest in a Lot or in the Common Areas shall be subject to, the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, and determinations contemplated by this Declaration and failure to comply with any of the foregoing shall be grounds for an action by the Association or any aggrieved Owner for the recovery of damages, or for injunctive relief, or both. By acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

8. Effective Date. This Declaration and any amendment hereof shall take effect upon its being filed for record in the office of the County Recorder of Washington County, Utah.

*[SIGNATURES ON FOLLOWING PAGE]*

EXECUTED the day and year first above written.

12<sup>th</sup> IN WITNESS WHEREOF, the President of the Association hereby certifies that on the September day of September, 2020, this Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Springfield Townhomes, was approved by the affirmative vote of at least two-thirds (2/3) of the membership votes after a quorum of sixty percent (60%) was established.

**SPRINGFIELD TOWNHOMES OWNERS  
ASSOCIATION, a Utah nonprofit corporation**

*Tom Bon*  
By: \_\_\_\_\_  
Its: President

State of Utah )

County of Washington) :ss.

On this 10<sup>th</sup> day of September, 2020, before me personally appeared Scott Bon, 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 Springfield Townhomes Owners 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.

*[Signature]*  
Notary Public



Exhibit A  
(Legal Description)

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

All of Lots 1 through 11, and Lots 13 through 21, together with all Common Area, Springfield 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-SFTH-1-1 through SG-SFTH-1-11  
PARCEL: SG-SFTH-1-13 through SG-SFTH-1-21

All of Lot 12, and Lots 22 through 37, together with all Common Area, Springfield 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-SFTH-2-12  
PARCEL: SG-SFTH-2-22 through SG-SFTH-2-37

All of Lots 38 through 60, together with all Common Area, Springfield 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-SFTH-3-38 through SG-SFTH-3-60

All of Lots 61 through 84, together with all Common Area, Springfield TH 4 (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-SFTH-4-61 through SG-SFTH-4-84

All of Lots 85 through 111, together with all Common Area, Springfield TH 5 (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-SFTH-5-85 through SG-SFTH-5-111