

1997

AMENDED AND RESTATED  
BYLAWS AND C.C.& R.S  
OF  
HERITAGE LANE TOWNHOME ASSOCIATION

00672506 Bk 1356 Pg 1574  
RUSSELL SHIRTS \* WASHINGTON CO RECORDER  
2000 JAN 06 13:32 PM FEE \$26.00 BY BJ  
FOR: HERITAGE LANE HOMEOWNERS ASSN

ARTICLE I

NAME AND LOCATION. The name of the corporation is Heritage Lane Townhome Association. The principal address of the corporation is at 1040 East 900 South #13, St. George, Utah, 84790-2046. Meetings of members and directors may be held at such places within the State of Utah, County of Washington, as may be designated by the Board of Directors.

ARTICLE II

WITNESSETH: Whereas, the Heritage Lane Townhome Association, owner of the Corporation, in the city of St. George, County of Washington, State of Utah, which is more particularly described as Plats 1, 2, 3, 4, and 5 as recorded in the Washington County Recorders office, State of Utah.

ARTICLE 111

1. "Association" shall mean and refer to Heritage Lane Townhome Association", a Utah non-profit corporation.
2. "Townhome" and/or "Townhouse" shall mean the property of a single-family dwelling unit in a multi-unit project, and shall include property of a Townhouse as described on the recorded Townhouse Plat.
3. "Townhouse Owner" shall mean the person or persons owning a Townhouse Unit as described on the recorded Plat
4. "Unit Number" shall mean the number, letter, or combination thereof designating the Townhouse unit in the record of survey map.
5. "Majority" shall mean the owners of more than fifty percent of the Townhouse Units.
6. "Common area" shall mean all real property owned by the Association for the common use and enjoyment of the Association members and not dedicated for use by the general public.
7. "Limited Common Area" shall mean and include those common areas and facilities designated as reserved for use of a certain townhouse unit or units to the exclusion of other units.

8. "CC&RS" are the initials to define Covenants, Conditions and Regulations.

ARTICLE IV

1. MEMBERSHIP: Every person or persons who is the owner of a unit which is subject by covenant and by-laws of record to assessment by the Association shall be a member of the Association. No owner shall have more than one (1) membership per unit. Membership shall be appurtenant to and may not be separate from ownership of any Townhouse unit which is subject to assessment by the Association. Ownership of such Townhouse unit shall be the sole qualification for membership.
2. METHOD OF CALLING MEETINGS: Meetings of the townhouse owners Association shall be of two types; these shall be:
- (a) General Meetings of the entire Townhouse owners Association shall be held not less than one time per year. Said meeting to be determined by the board of directors of said Association and members to be notified in advance of said meeting by bulletin.
- (B) Board of Director Meetings shall be held on a regularly scheduled basis not less than quarterly. The time and place of such meetings shall be made known to all owners of record of Townhouse units, and all meetings shall be open to any member of the Association.
3. QUORUM TO DO BUSINESS: At all regularly scheduled Association meetings and all special Association meetings, a quorum to do business shall consist of one-half of the Association members, and all action requires Association approval. The action shall be approved by 51% of the Association members present at same meeting.
4. SELECTION OF BOARD OF DIRECTORS: The meeting of the Association shall be presided over by the President under these covenants and by-laws. The Board of Directors will be elected by the members. The Board shall consist of five members of the Association who shall be nominated by other members of the Association and shall be voted upon and elected by a majority vote.
- (a) The five Board of Directors shall serve three years and elected as follows: two elected in 1997, Two elected in 1998, and one elected in 1999. This sequence to be followed in future elections.
- (b) At subsequent annual meetings of the Association membership, members of the Board of Directors whose term shall expire that year shall be replaced, or may be reelected to a new term.
5. RECORDS TO BE KEPT: One member of the Board of Directors of the Association shall be appointed by the board to serve as Association Secretary.
- (A) Record shall be kept of all meetings held by the Association and by the Board of Directors. Said minutes shall be made available for review by any member of the Association at any

reasonable time.

00672506 Bk 1356 Pg 1576

(B) Records shall also be kept by the Board of Directors of the financial status of the Association, and a financial statement shall be prepared and submitted to all Association members at the annual Association meeting, or more frequently as decided by the Board.

#### ARTICLE V

1. USE OF COMMON AREA: Every member shall have a right and enjoyment of easement in and to the common area, and such easement shall be appurtenant to and shall pass with the title to every assessed unit and shall be subject to the following provisions.

(a) The right of the Association to borrow money for the purpose of improving the common areas and facilities.

(b) The right of the Association to suspend the voting rights and the right to use the common area by a member for any period during which any assessment against this Townhouse unit remains unpaid, and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations..

(c) Each of the units shall be occupied only by one family, its servants, and guests as a private residence and for no other purpose.

(d) The common areas shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the use of the owners.

(e) No use or practice shall be permitted in the Townhouse area which is the source of annoyance to any owner or which interferes with the peaceful possession and proper use of the property by its owners.

(f) The Board of Directors and its duly authorized agents shall have the right to enter any and all of the units in case of an emergency originating in or threatening such unit whether or not the owners or occupants thereof are present at the time. The Board and its duly authorized agents shall also have the right to enter into any and all of said units at all reasonable times as required for the purpose of making necessary repairs upon the common areas and facilities of the Association and for the purpose of performing emergency installation, alterations, or repairs to the mechanical or electrical devices or installation located therein or thereon; provided, however, such emergency installation, alterations, or repairs are necessary to prevent damage or threatened damage to other units in the Association and provided further that the unit owner affected by such entry shall first be notified thereof if available and if time permits.

(g) No immoral, improper, offensive, or unlawful use shall be made of the Townhouse or any part thereof.

2. PARKING RIGHTS OF TOWNHOUSE OWNERS: Ownership of each unit shall entitle the owner or owners thereof to the use of the common driveway, with the right of ingress and egress in and upon said driveway to private garages. Parking by others in such a manner as to prevent ingress and egress to and parking area shall be prohibited.
3. PATIOS: Each owner shall have the exclusive right to the use of a patio area located adjacent to their unit and shown on the plat.
4. TITLE TO COMMON AREA: The Association has title to all Common areas and Limited Common areas.

#### BY-LAWS FOR MAINTENANCE OF PROPERTIES

1. ASSESSMENTS: Each Townhouse owner, of any unit, by acceptance of the deed therefore, is deemed to covenant and agrees to pay the Association an annual assessment and/or special assessment to be established and collected from time to time as hereinafter provided. Each such assessment shall be the personal obligation of the person who was the owner of the Townhouse at the time the assessment was due. The obligation shall not pass to the successor in title unless expressly assumed by them.
2. PURPOSE OF ASSESSMENTS: The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Association and particularly for the improvement and maintenance of the Association service, and facilities devoted to this purpose. They shall include, but are not limited to, funds for the cost of the Association of all taxes, insurance, repairs, replacements, and maintenance of the common areas and of the maintenance of the exteriors of the Townhouse units as may be authorized by the Association. They may also include other activities such as caring for the grounds, landscaping, maintenance of water and sewer systems or other services that the Board of Directors of the Association shall determine to be necessary to meet the obligations of the Association.
3. AMOUNT OF ANNUAL ASSESSMENTS:
  - (a) The assessment may be increased not more than 10% above the previous year without the vote of the membership.
  - (b) Any additional increase shall have the approval of 51% of the members of the Association and written notice shall be sent to all Association members.
  - (c) In addition to the annual assessment authorized above, the Association may levy in any assessment year a special assessment for that year only for the purpose of deferring in whole or in part the cost of any construction, reconstruction, repair or replacement of capital improvement upon the common area provided that any such assessment shall have the approval of 51% of the

members of the Association.

(d) 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 the City's responsibility up to and including the meters for individual units, and that they are installed and shall be maintained to City specifications.

4. COMMENCEMENT OF ANNUAL ASSESSMENTS:

(a) The annual assessments provided herein shall commence on the first day of the month following the transfer and recording of title to any unit to a purchaser. The first annual assessment shall be adjusted to the number of months remaining in the calendar year.

(b) Each unit owner, tenant or occupant of a unit shall comply with the provisions of the Act, the By-laws and the rules and regulations, all agreements and determinations lawfully made and/or entered into by the Board of Directors or the unit owners when acting in accordance with their authority; and any failure to comply with any of the provisions thereof shall be grounds for an action by the Board of Directors to recover any loss or damage resulting therefrom or injunctive relief.

5. EFFECT OF NONPAYMENT OF ASSESSMENTS: Assessments which are not paid when due shall be delinquent. If the assessment is not paid within 30 days, the assessment shall bear interest from the date of delinquency at the estimated bank rate of interest for consumer loans; and the Association may bring action of law against the owner or owners to pay the same and interest costs. Reasonable attorney fees of any such action shall be added to the amount of assessment. In addition, the rights and privileges of the member to use the common area may be withheld. Each member of the Board of Directors shall be indemnified and held harmless by the unit owners against all cost, expense, and liabilities whatsoever, including without limitation, attorney's fees, reasonably incurred in connection with any proceeding to which the board member may become involved by reason of being or having been a member of said Board.

6. PERCENT OF OWNERSHIP: The owner or owners of each Townhouse unit shall hold an equal percentage of right and interest in the Townhouse Association. All Townhouse owners shall have one vote in the Townhouse Association for each unit owned.

7. MANAGEMENT AGREEMENTS: Each Townhouse owner agrees to be bound by the terms

and conditions of all management agreements entered into by the Association. One copy of all such agreements shall be available to each owner, and all such agreements may be canceled by a vote of 51% of the members of the Association. The Association or its Board of Directors shall enter into new management agreements prior to expiration of any prior contract.

8. INSURANCE ASSESSMENTS: The Board of Directors of the Townhouse Association shall have authority to and shall obtain insurance, as deemed necessary by the Association, for all buildings and shall also obtain a public liability Policy covering all common area and all damage or injury caused by the negligence of the Association and may also include coverage against vandalism. In addition to the above-mentioned insurance required to be carried, any owner shall, at his own expense, carry all other insurances that he deems advisable and may include such items as home owner liability, theft, or personal property damage and loss. In the event a Townhouse is destroyed or damaged to the extent of 75% or less than the replacement value thereof, the Board of Directors shall be responsible for the repairing, rebuilding, and/or restoring the same to the condition it was in immediately prior to such destruction or damage; and the Board of Directors shall, in this instance, be entitled to use the proceeds of any and all insurance policies which it may have had in force on said premises as of the date of such destruction or damage. In the event a Townhouse is destroyed or damaged to the extent of more than 75% of the replacement value thereof, the unit owner shall, at a meeting duly called by the Board of Directors for the purpose, to determine whether or not said premises should be rebuilt, repaired or disposed of.

9. ARCHITECTURAL CONTROL: No building, fence, wall, patio, or other structure shall be erected or maintained, nor shall any exterior addition to or alteration therein be made to any Townhouse unit until the plan and specifications of the same shall have been submitted to and approved by the Board of Directors of the Association.

10. TYPE OF CONSTRUCTION: All structures erected on the property shall be of new construction. No building or structure shall be moved from other locations onto the property, and no structures of a temporary nature shall be used on a portion of the property.

11. SIGNS: No advertising signs shall be permitted on the property except for a sign advertising for rent or for sale of an individual Townhouse unit and such sign shall not be greater than 6 sq. feet in area. An identifying sign may be displayed on the exterior of any Townhouse unit provided said sign shall not be in excess of one square foot in area.

12. LAND USE OF TOWNHOUSE UNITS: Except for land designed for common area, all Townhouse units shall be used for residential purposes only.

13. ANIMALS: No animals, livestock, or poultry of any kind shall be raised or kept in any unit or

in the common area, except household pets (maximum of two) may be kept.

(a) Provided that they are first approved by the Board of Directors of the Association.

(b) Are kept in compliance with all laws and regulations of the City of St. George as they now exist or may be hereinafter adopted.

14. SERVICE AREAS: All rubbish, trash, and garbage shall be regularly removed from the premises and shall not be allowed to accumulate. Clothes lines shall be confined to patio areas.

15. LANDSCAPING: No landscaping gardening shall be done, except as is installed during initial construction of the building or as may be later authorized by the Association.

16. MAINTENANCE: Maintenance and up-keep of all common areas and the exterior of all buildings shall be the responsibility of the Association.

17. MAINTENANCE OF UNITS: Each Unit owner, at his expense, shall keep the interior of his unit and its equipment and appurtenances in good order, condition, and repair and in a clean and sanitary condition, and shall do all redecorating and painting which may at any time be necessary to maintain the good appearance of his unit.

#### ARTICLE VI

##### VALIDITY OF RESTRICTIONS

1. VALIDITY: All of the covenants and by-laws of this Association shall be construed together; but if any time it shall be held that any one of the said conditions, or by-laws or any part thereof is invalidated or for any reason is not enforceable, no other covenant or by-law or any part thereof shall be impaired or made unenforceable.

2. DURATION: The covenants and by-laws of the Association shall run with and bind the land and shall insure to the benefit of and be enforceable by the Association or the owners of any Townhouse unit subject to this Association for a period of 20 years from the date the original CC&Rs are recorded after which time said covenants and by-laws shall be automatically extended for successive periods of 10 years. Covenants and by-laws may be amended by a vote of not less than two-thirds of the unit owners in the manner provided for herein.

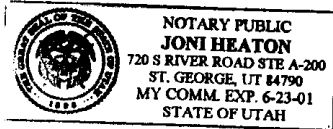
DECLARATION OF COVENANTS AND BY-LAWS

St. George, Utah

THIS DECLARATION of covenants and by-laws, hereafter called "DECLARATION", is made and executed in St. George, Washington County, State of Utah, on this \_\_\_\_\_ day of \_\_\_\_\_, 1999, by \_\_\_\_\_

*Charles W. Hunt*  
*Jack W. Burt*

Charles Hunt  
Jack Burt



*Joni Heaton 1/4/00*  
*Residing in St. George*



## WITNESSETH:

WHEREAS, the Declarant is the owner of "Heritage Lane Townhomes" in the city of St. George, County of Washington, State of Utah, which is more particularly described as follows: "

BEGINNING at a point S87°17'24"W, 690.88 feet from the proposed control monument located on the center section line and the 900 South control line (S89°58'22"W, 690.56 feet along said line and S0°47'52"E, 33.00 feet to the south right-of-way line of 900 South Street) said control monument also being S1°13'13"E, 1357.16 feet from the N1/4 corner of section 32, T42S, R15W, S12E4M; thence S0°47'52"E, 110.00 feet; thence S89°12'03"W, 69.51 feet; thence S70°00'00"W, 9.57 feet; thence S89°58'22"W, 47.07 feet; thence N60°00'00"W, 12.00 feet; thence S70°00'00"W, 68.00 feet; thence N70°00'00"W, 65.00 feet; thence N0°47'52"W, 150.00 feet; thence S89°58'22"E, 227.34 feet along the south line of 900 south street to the point of beginning.

CONTAINING 0.6344 ACRES. 604