

Declaration of Covenants, Conditions, and Restrictions
The Mesas Townhome Association, Inc.

DOC # 20150031035

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By MESAS TOWNHOMES ASSOC



**THE MESAS TOWNHOME
ASSOCIATION, INC.**

**Declaration of Covenants, Conditions and
Restrictions**

Amended March 21, 2015

Recorded September 1, 2015

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ADDENDUM TO THE AMENDED DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF THE MESAS TOWNHOME ASSOCIATION, INC. MESAS-AMD 4

THIS IS A DECLARATION of Covenants, Conditions and Restrictions which establishes a planned unit development known as The Mesas Townhomes. This Declaration was originally made and executed on the 10th day of October, 1985 by The Mesas Townhome Partnership. The Association desires to update and clarify certain provisions contained in the original Declaration.

This Amended and Restated Declaration of Covenants, Conditions and Restrictions of The Mesas Townhome Association, Inc. (hereinafter "Declaration") replaces the original Declaration in its entirety, originally recorded as "DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE MESAS TOWNHOMES PARTNERSHIP", and further recorded with the Washington County Recorder as an Amended Declaration December 31, 1990, Entry #0376517, Bk. 0585, Pg 0520-0553, and as an Amended Declaration on August 8, 2006, Entry #20060034485, and further recorded with Washington County Recorder as an Amended Declaration December 27, 2011, Entry #20110039633, the terms of which are included in this document.

Amended changes to the CC&R's voted on and approved at The Mesas Townhomes Annual Meeting on March 21, 2015:

Article 2 – PROPERTY RIGHTS

Section 2.2. Home Owners' Easements of Enjoyment

(d) The right of the Association with the approval of a simple majority vote of the Home Owners, 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.

Article 4 – FINANCES AND OPERATIONS

Section 4.6. Notice and Quorum for Any Action Authorized Under Sections 4.3 and 4.4 Written

notice of any meeting of members called for the purpose of taking any action authorized under Sections 4.3 or 4.4 shall be sent to all members at least thirty (30) days in advance of said 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 of the membership shall constitute a quorum. If the quorum requirement is not met at such a meeting, another meeting may be called on at least thirty (30) days advance written notice, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event that a member's voting privileges are suspended as provided for in this Declaration, then the total number of members used in calculating any quorum or other required percentage of Home Owners, shall NOT include those members whose voting privileges are suspended.

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Article 7 – EXTERIOR MAINTENANCE

Section 7.4. Alteration of Certain Maintenance Duties by Rule The duty of maintenance for the area of a Lot outside the walls of the townhome, and the limited common areas adjacent and appurtenant to the townhomes may be altered by rule of the Association, as determined by the Trustees. However, any such rule adopted by the Trustees that affects maintenance may be repealed by a simple majority vote of Home Owners.

Article 8 – USE RESTRICTIONS

Section 8.13. Leases There are hereby imposed rental restrictions, requirements and limitations within the Association. Unless otherwise required by Utah law, any Home Owner, however, currently renting their Living Unit at the date of the recording of this Declaration, may continue to lease or rent their property until such time as they physically occupy, sell, gift, devise or convey their property to any third party or any entity, except for estate planning purposes, or the unit is not under a rental contract for a period of three months. After any such conveyance, the property (and its new Home Owner(s)) shall be subjected to this Section. Excepted from the term “conveyance” is a conveyance by a Home Owner into a family trust or similar estate planning entity but only for so long as the life of the Trustor. Thereafter, any property held in such a trust is subject to this rental restriction.

Article 11 – GENERAL PROVISIONS

Section 11.6. Amendment The covenants, conditions and restrictions of this Declaration may be amended by an instrument signed by not less than a simple majority of the Home Owners voting in person or by proxy, at a meeting duly called for this purpose. Amendments to the Declaration shall be proposed by either a majority of the Trustees or by Home Owners holding thirty percent (30%) or more of the voting rights. The proposed amendment must be reduced to writing and shall be included in the notice of any meeting at which action is to be taken thereon or attached to any request for approval or consent to the amendment. Any amendment must be properly recorded in the records of Washington County, Utah, to become effective.

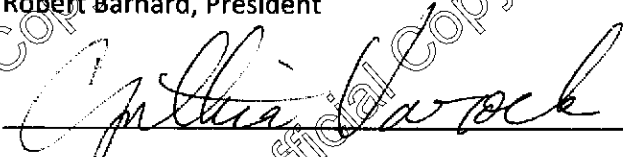
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These changes apply to all lots in the Mesas Home Owner Association, including Phases 1, 2, 3, 4, & 5

DATED THIS 21st DAY OF August, 2015.

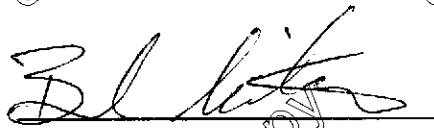
By the Mesas Home Owner Association


Robert Barnard, President


Cynthia Vavrock, Secretary

State of Utah)
 :SS
County of Salt Lake)

On the 21 day of August, 2015, personally appeared before me Robert Barnard and Cynthia Vavrock, who being first duly sworn, did say that this instrument was signed on behalf of the Association by authority of its Trustees; and they acknowledged said instrument to be their voluntary act and deed.



Notary Public

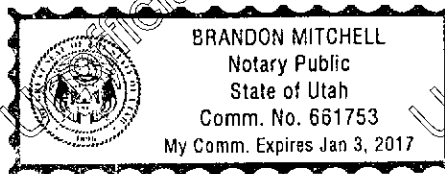


EXHIBIT A

Legal Description

All Lots (115 total), MESAS AMD 4 (SG), according to the plat thereof as recorded in the office of the Washington County Recorder.

Parcel Numbers: SG-MS-1 through SG-MS-116A