



Record at the Request of:
The Vintage at Bloomington
Homeowners Association

After Recording Return to:
Bruce C. Jenkins, Esq.
285 W. Tabernacle, Suite 301
St. George, UT 84770

Record Against the
Property Listed in Exhibit A.

**RESTATED AND AMENDED DECLARATION
OF
COVENANTS, CONDITIONS AND
RESTRICTIONS
OF
THE VINTAGE
A PLANNED UNIT DEVELOPMENT
BLOOMINGTON, UTAH**

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**RESTATED AND AMENDED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
THE VINTAGE
A PLANNED UNIT DEVELOPMENT**

This Restated and Amended Declaration of Covenants, Conditions and Restrictions, hereinafter called "Declaration", was adopted pursuant to Article XIII of the original Declaration of Covenants, Conditions and Restrictions of The Vintage, A Planned Unit Development (Phase 1) recorded in the records of the Washington County Recorder as Document No. 303999, in Book 430, at Pages 495-539 (the "Original Declaration") and amends and substitutes for:

1. Declaration of Covenants, Conditions and Restrictions of The Vintage, A Planned Unit Development (Phase 1) recorded in the records of the Washington County Recorder on October 31, 1986, as Document No. 303999, in Book 430, at Pages 495-539 (the "Original Declaration");
2. Amended Restrictive Covenants recorded in the records of the Washington County Recorder dated February 12, 2004, as Document No. 00864727, In Book 1615, Page 0370 ("2004 Declaration"); and
3. Amendment to the Declaration of Covenants, Conditions and Restrictions of The Vintage, A Planned Unit Development Bloomington, Utah (Rental Restrictions) (the "2005 Declaration").
4. All other supplements or amendments prior to the date of this Amendment, whether recorded or unrecorded.

WITNESSETH:

WHEREAS, the Declarant was K.H. Traveler.

WHEREAS, Declarant constructed townhomes upon the property and subdivided the property into lots sold to various purchasers;

WHEREAS, Declarant conveyed the property subject to protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth;

WHEREAS, the Community Association Act, Utah Code §57-8a-101, et. seq. (the "Act"), as amended from time to time, shall supplement this Declaration. If an amendment to this Declaration adopts a specific section of the Act, such amendment shall grant a right, power,

and privilege permitted by such section of the Act, together with all correlative obligations, liabilities and restrictions of that section;

WHEREAS, Article XIII of the Original Declaration allows for the lot owners to amend the Original Declaration; and

WHEREAS, Utah Code § 57-8a-104 provides that the Original Declaration can be amended by sixty-seven percent (67%) of the Association votes.

NOW, THEREFORE, the Original Declaration and all supplements and amendments thereto are hereby restated and amended and all of the property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of said property and which shall be construed as covenants of equitable servitude, which shall run with the real property and shall be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I - DEFINITIONS

Section 1. "Homeowners' Association" shall mean and refer to THE VINTAGE AT BLOOMINGTON HOMEOWNERS ASSOCIATION, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Homeowners' Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) now owned by the Homeowners' Association or hereafter acquired for the common use and enjoyment of the members and not dedicated for use by the general public, specifically exempting therefrom all lots as hereafter defined.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, with the exception of the Common Area.

Section 6. "Member" shall mean and refer to every person or entity who holds membership in the Homeowners' Association.

Section 7. "Declarant" shall mean and refer to KAY H. TRAVELLER.

Section 8. "Conveyance" shall mean and refer to actual conveyance of fee title to any Lot to any owner by a warranty deed or other document of title and shall not mean the mere execution of an installment sales contract.

Section 9. "Townhome" shall mean and refer to a single family dwelling unit constructed by Declarant on a Lot.

Section 10. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions, as the same may be amended from time to time.

Section 11. "Vintage Development" shall mean and refer to that real property described in Article X, including all buildings and improvements now located or to be constructed thereon.

Section 12. "Limited Common Area" shall mean and refer to those Common Areas designated on the subdivision plat or in the Declaration as reserved for the use of a certain lot owner or owners to the exclusion of the other lot owners.

Section 13. "Homeowners' Board of Directors" shall mean and refer to the governing board of the Homeowners.

ARTICLE II - PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment.

Every lot owner shall have a right and easement of use and enjoyment in and to the Common Area and Recreation Areas which easement shall be appurtenant to and shall pass with title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Area, provided that such fees charged by the Association shall in no way affect its status as a non-profit corporation.

(b) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and in aid thereof to mortgage said property; the rights of such mortgage in said property to be subordinate to the rights of the Owners hereunder;

(c) The right of the Association to suspend the voting rights of a member and to deny said member use of any recreational facility pursuant to Article IV for non-payment of assessments and for a period of not to exceed sixty (60) days for any infraction of its published rules and regulation.

(d) With the approval of all the holders of first mortgage liens on lots, and two-thirds of the owners, the right of the Association to sell, exchange, hypothecate, alienate, encumber,

dedicate, release or transfer all or part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. The granting of easements for public utilities or other public purposes consistent with the intended use of such Common Area by the Association shall not be deemed a transfer within the meaning of this clause. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by three-quarters (3/4) of the members, and approved by the City of St. George, has been recorded.

(e) The right of the Association to take such steps as are reasonably necessary or desirable to protect the Common Area against foreclosure.

(f) The right of the Association to grant and reserve easements and right-of-ways through, under, over and across the Common Area, for the installation, maintenance and inspection of lines and appurtenances for public or private utilities and the construction of additional Townhomes.

Section 2. Delegation of Use.

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

Section 3. Title to the Common Area.

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

Section 4. Limitation in Actions of Homeowners Association.

The Homeowners Association will not abandon, partition, subdivide, encumber, sell or transfer the Common Area without receiving prior written approval from at least two-thirds (2/3) of the first mortgagees and lot owners.

Section 5. Board Acts for Association.

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

Section 6. Rules Against Perpetuities.

The rule against perpetuities and the rule against unreasonable restraints on alienation of real estate may not defeat or otherwise a provision of this Declaration, the Articles, Bylaws, Plat,

Rules or other governing document of the Association. If for any reason the Declaration does not comply with the Act, such noncompliance does not render a townhome or Common Area unmarketable or otherwise affect the title if the failure is insubstantial.

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership.

Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Membership.

The Association shall have one class of membership:

(a) Member(s) shall be all owners, and shall be entitled to one vote for each Lot owned when more than one person owns an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV - COVENANT FOR MAINTENANCE ASSESSMENTS

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

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

Section 2. Purpose of Assessments.

The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members and in particular for the improvement, repair and maintenance of the Common Area, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area and of Townhomes situated upon the Properties. They shall include a reserve for repairs, replacement and maintenance of those elements of the Common Area and for the maintenance of the exteriors of

the Townhomes that must be replaced on a periodic basis, caring for the grounds, landscaping, garbage pickup, snow removal and other services furnished to owners by the Association, and other charges required by this Declaration or that the Board of Directors shall determine to be necessary to meet the primary purposes of the Association. Special and capital improvement assessments shall be used exclusively for the purposes for which such assessments were levied as provided for in this declaration.

Section 3. Basis and Maximum of Annual Assessments.

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

(a) From and after the date this Declaration is recorded, the maximum annual base assessment may be increased each year not more than ten percent (10%) above the maximum base assessment for the previous year without a vote of the membership.

(b) From and after the date this Declaration is recorded, the maximum annual base assessment may be increased more than ten percent (10%) only by a vote of fifty-one percent (51%) of the members who are voting in person or by proxy at a meeting duly called for this purpose. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken incident to a merger or consolidation which the Association is authorized to participate in under its Articles of Incorporation.

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

Section 4. Capital Improvement Assessments.

In addition to annual assessments, with the approval of fifty-one percent (51%) of the members who are voting in person or by proxy or ballot at a meeting duly called for this purpose, the Association may levy, for any assessment period, capital improvement assessments, applicable to the assessment period only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon any Common Area.

Section 5. Special Assessments.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement, upon the Common Area, including fixtures and personal property related thereto, and for the repair of the exteriors of the Townhomes, provided that any such assessment shall

have the assent of fifty-one percent (51%) of the votes of the members who are voting in person or by proxy or ballot at a meeting duly called for this purpose.

Section 6. Notice and Quorum for any Action Authorized Under Sections 3, 4, and 5.

Written notice of any meeting called for the purpose of taking any action authorized under Sections 3, 4, or 5 shall be sent to all members not less than 30 days, nor more than 60 days, in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) percent, plus one, of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting shall be called subject to the same notice requirement, and the required quorum of the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 7. Rate of Assessment.

The Association, in determining the rate of assessment for annual, special and capital assessments, shall determine a base assessment. The assessments may be collected by the Association on a monthly basis.

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

The Annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates for payment of said assessment shall be established by the Board of Directors.

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

Section 9. Effect of Non-Payment of Assessments; Remedies of the Association.

Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, or such other rate as the Board of Directors may establish from time to time. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs of suit, and reasonable attorney's fees incurred shall be added to the amount of such assessment. Notwithstanding any other remedy provided in the Bylaws for collection of

assessments, the Association shall reserve the right to withhold and interrupt service of utilities to any such unit on which the assessment is delinquent in excess of thirty (30) days from the due date.

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

Section 10. Nonuse and Abandonment.

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

Section 11. Subordination of the Lien to Mortgages.

The lien created hereunder upon any Lot shall be subject and subordinate to and shall not affect the rights of the holder of the indebtedness secured by any first mortgage (meaning a mortgage with first priority over other mortgages) or equivalent security interest on any Lot, made in good faith and for value, recorded prior to the date any such assessment becomes due. Any holder of a first mortgage lien or equivalent security interest on a Lot who comes into possession by virtue of foreclosure of a mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale will take said Lot and the improvements appurtenant thereto free of any claims for unpaid assessment charges against said Lot which accrue prior to the time such holder comes into possession of the Lot, except for the claims for a share of such expenses or charge resulting from a reallocation of such assessment or charges to all lots including the mortgaged Lot. Any first mortgagee who obtains title to a lot in the development pursuant to the remedies in the mortgage/deed of trust or through foreclosure of the mortgage/deed of trust or any other security instrument shall not be liable for more than six (6) months of the lot's unpaid dues or charges which have accrued before the acquisition of title to the lot by the mortgagee through foreclosure. However, no such sale or transfer shall relieve such Lot from liability for any assessments which thereafter become due or from the lien thereof.

Section 12. Exempt Property.

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

- (a) All Properties dedicated to and accepted by any local public authority;

- (b) The Common Area.

Section 13. Management Agreements.

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

Section 14. Insurance Assessments.

The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain insurance for all the buildings, including all townhouses, unless the owners thereof have supplied proof of adequate coverage to the Board of Directors' complete satisfaction and approval, which shall not be unreasonably withheld, against loss or damage by fire or other hazard, and shall also obtain a broad form public liability policy covering all Common Area and all damage or injury caused by the negligence of the Association or any of its agents. Said insurance may include coverage against vandalism. All fire and extended coverage on the improvements located on the Common Area shall include coverage to cover the replacement value of all such improvements.

Premiums for all such insurance coverage, including insurance on townhouses obtained by the Board of Directors, shall be written in the name of the Association as Director for each of the townhouse owners in the same proportions as the square footage of each townhouse bears to the total square footage of all the townhouses combined. Insurance on individual townhouses obtained by the Board of Directors on townhouses shall not be a part of the common expense, but shall be an expense of the specific townhouse or townhouses so covered and a debt owed by the owners, and shall be collectable by a lawful procedure permitted by the laws of the State of Utah.

In addition, if said debt is not paid within twenty (20) days after notice of such debt, such amount shall automatically become a lien upon such owner's lot and townhouse and shall continue to be such a lien until fully paid. This lien shall be subordinate to liens as set forth in Section 11 above and shall be enforceable in the same manner as any lien created by failure to pay the maintenance assessments. In addition to the aforementioned insurance required to be carried by the owners and/or the Association, any owner may, if he wishes, at his own expense,

insure his own townhouse unit for his own benefit and carry any and all other insurance he deems advisable. It shall be the individual responsibility of each owner at his own expense to provide, as he sees fit, homeowner's liability insurance, theft, and other insurance covering personal property damage and loss.

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

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

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

Section 15. Delinquent Member.

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

- (a) The Board of Directors may terminate a Delinquent Member's right:
 - (i) to receive a utility service for which the Member pays as a common expense;
 - or

- (ii) of access to and use of recreational facilities.
- (b) (i) Before terminating a utility service or right of access to and use of recreational facilities under Subsection 1.1 the Manager or Board of Directors shall give the Delinquent Member notice. Such notice shall state:
 - (1) that the Association will terminate the Member's utility service or right of access to and use of recreational facilities, or both, if the Association does not receive payment of the assessment within fourteen (14) calendar days;
 - (2) the amount of the assessment due, including any interest or late payment fee; and
 - (3) the Member's right to request a hearing under Subsection 3.
- (ii) A notice under Subsection (b)(i) may include the estimated cost to reinstate a utility service if service is terminated.
- (c) (i) The Delinquent Member may submit a written request to the Board of Directors for an informal hearing to dispute the assessment.
 - (ii) A request under Subsection 3(a) shall be submitted within fourteen (14) days after the date the Delinquent Member receives the notice under Subsection 2(a).
- (d) The Board of Directors shall conduct an informal hearing requested under Subsection 3.6.3 in accordance with the hearing procedures of the Association.
- (e) If the Delinquent Member requests a hearing, the Association may not terminate a utility service or right of access to and use of recreational facilities until after the Board of Directors:
 - (i) conducts the hearing; and
 - (ii) enters a final decision.
- (f) If the Association terminates a utility service or a right of access to and use of recreational facilities, the Association shall take immediate action to reinstate the service or right following the Member's payment of the assessment, including any interest and late payment fee.
- (g) The Association may:
 - (i) levy an assessment against the Delinquent Member for the cost associated with reinstating a utility service that the Association terminates as provided in this section; and
 - (ii) demand that the estimated cost to reinstate the utility service be paid before the service is reinstated, if the estimated cost is included in a notice under Subsection (b)(i).

ARTICLE V - PARTY WALLS

Section 1. General Rules of Law to Apply.

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

Section 2. Sharing of Repair and Maintenance.

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

Section 3. Destruction by Fire or Other Casualty.

If a party wall is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of same, any owner who has used the wall may restore it, and if the owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions. The word "use" as referred to herein means ownership of a dwelling unit or other structure which incorporates such wall or any part thereof.

Section 4. Weatherproofing.

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

Section 5. Right to Contribution Runs With Land.

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

Section 6. Arbitration.

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

Section 7. Encroachment.

If any portion of a party wall or other part of a building or structure now or hereafter constructed upon said property encroaches upon any part of the Common Areas or upon the lot or lots used or designated for use by another lot owner, an easement for the encroachment and for the maintenance of same is granted and reserved and shall exist and be binding upon the Association and upon all present and future owners of any part of said property for the benefit of the present and future owners of such encroaching building or structure for the purpose of occupying and maintaining the same; in the event a structure consisting of more than one dwelling unit becomes partially or totally destroyed or in need of repair or replacement, mutual and reciprocal easements are granted and reserved upon the Common Areas and in and upon each dwelling unit and lot for the benefit of the Association and the adjacent owner or owners to the extent reasonably necessary or advisable to make repairs and replacements; and minor

encroachments resulting from any such repairs and/or replacements and the maintenance thereof are hereby granted and reserved for the benefit of the present and future owners thereof. The easements for encroachment herein granted and reserved shall run with the land.

ARTICLE VI - ARCHITECTURAL CONTROL

No fence, wall, building, sign or other structure (including basketball standards) or exterior addition to, or change or alteration thereof, including painting, or landscaping, shall be commenced, constructed, erected, placed, altered, maintained or permitted to remain on the project or any portion thereof, until plans and specifications shall have been submitted to and approved in writing by the Board of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. Said plans and specifications shall be prepared by a duly licensed architect or other person approved by the Board and shall include, where appropriate, the following:

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

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

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

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

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

The Association may not charge a plan fee that exceeds the cost of reviewing and approving the plans. As used in this section, "plans" mean any plans for the construction or improvement of a Lot which are required to be approved by the Association before the construction or improvement may occur.

ARTICLE VII - EXTERIOR MAINTENANCE

In addition to the maintenance of the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment, including but not limited to, paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces or heating and cooling units or equipment located upon any Lot or upon the roof of any Townhome.

In addition, the Association shall provide for the maintenance on all landscaped areas to the exterior of the townhome units, including lawns, shrubbery, and all plantings.

In event that the need for maintenance or repair is caused through the willful or negligent act of the owner, his family, or guests or invitees of the owners of the Lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VIII - EASEMENTS

Section 1. Minor Encroachments.

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

Section 2. Utilities Easement.

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

An easement is further granted to all police, fire protection, ambulance, trash collection and all similar persons to enter upon the streets and Common Area in the performance of their duties. Notwithstanding anything to the contrary contained in this Article, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said property except as previously planned and approved by the Declarant or hereafter approved by the Board of Directors. Should any company furnishing a service conveyed by the general easement herein provided request a specific easement by separate recordable document.

Section 3. Easements for Ingress and Egress.

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

ARTICLE IX - RIGHT OF FIRST MORTGAGEES

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

If a security holder's consent is a condition for amending the Declaration or Bylaws, the security holder's consent is presumed given, even if not actually given, if the Association complies with Section 210 of the Act.

ARTICLE X – RULES AND REGULATIONS

The Board may adopt, amend, cancel, limit, create exceptions to, expand or enforce rules and design criteria of the Association that are not inconsistent with the Declaration or the Act. Except in the case of imminent risk of harm to a Common Area, a limited Common Area, an Owner, a Lot or a dwelling, the Board shall give at least fifteen (15) days advance notice of the date and time the Board will meet to consider adopting, amending, canceling, limiting, creating

exceptions to, expanding or changing the procedures for enforcing rules and design criteria. The Board may provide in the notice a copy of the particulars of the rule or design criteria under consideration. A rule or design criteria adopted by the Board is only disapproved if member action to disapprove the rule or design criteria is taken in accordance with the limitations under Section 217 of the Act.

ARTICLE XI - USE RESTRICTIONS

Section 1. Residential Use.

No owner shall occupy or use his Townhome, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner and the owner's family or the owner's lessees or guests.

Section 2. Fee Conveyed.

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

Section 3. Parking and Garages.

Garages shall be maintained to park the motor vehicles of the Lot Owners, or the tenants of lots with grandfathered leasing rights, and such motor vehicles shall be kept in the garage – with garage doors closed. No motor vehicles may be parked on the streets, public or private, or driveways; except visitors' vehicles may be parked in driveways or on the street for not more than two consecutive days in any thirty day period..

Section 4. Household Pets Permitted.

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

Section 5. Signs.

No signs of any kind, including real estate and "for sale" signs shall be displayed to the public view on or from any Lot or the Common Area without prior consent of the Board of Directors.

Section 6. Obstruction of the Common Area.

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

Section 7. Prohibited Uses.

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

Section 8. Oil and Mining Operations.

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

Section 9. Alteration of Common Area.

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

Section 10. Owner's Responsibility for Maintenance.

All utilities, fixtures and equipment including but not limited to heating and cooling, installed within a Townhome, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior walls or roof of a Townhome shall be maintained and kept in repair by the owner thereof. The Owner shall also maintain, repair and replace, at his expense, any heating or cooling unit located upon the roof of his Townhome or upon his Lot. An owner shall do no act nor any work that will impair any easement or hereditament, nor do an act nor allow any condition to exist which will adversely affect the other Townhomes or their owners.

Section 11. Time Sharing Prohibited.

Neither the Association nor the owner of any Lot shall allow or permit any form of time sharing ownership.

Section 12. Leases.

Notwithstanding anything to the contrary contained in the Declaration, the leasing of any residence/Lot (hereinafter collectively referred to as a "Lot") within the Vintage Properties shall be governed by this Article XI, Section 12, which was amended by an instrument recorded in the records of the Washington County Recorder on September 29, 2005 as Entry No. 00974717, in Book 1796, beginning at Page 0733 ("2005 Declaration") and is further amended hereby.

(a) **PURPOSE AND PROHIBITION.** IN ORDER TO INCREASE THE FUTURE AVAILABILITY OF FINANCING FOR THE PURCHASE/SALE OF LOTS WITHIN THE VINTAGE, TO PROMOTE THE AVAILABILITY OF INSURANCE FOR THE ASSOCIATION AND ITS MEMBERS AT REASONABLE RATES, TO ATTEMPT TO MAXIMIZE THE PROPERTY VALUES WITHIN THE VINTAGE PROPERTIES, AND TO PROMOTE A SENSE OF COMMUNITY BY AND THROUGH OWNER-OCCUPANTS, FROM AND AFTER THE AMENDMENT DATE NO OWNER SHALL BE ABLE TO LEASE HIS LOT OR ANY PORTION THEREOF, EXCEPT AS SPECIFICALLY PROVIDED BELOW. THE INTENT OF THIS AMENDMENT IS TO PROVIDE THAT AT SOME TIME AFTER THE AMENDMENT DATE THERE WILL ULTIMATELY BE NO LOTS THAT ARE NOT OWNER-OCCUPIED AND THAT ALL LEASING OF LOTS WITHIN THE VINTAGE PLANNED UNIT DEVELOPMENT WILL ULTIMATELY BE ELIMINATED; SUBJECT TO THE RIGHT OF AN OWNER TO OBTAIN A HARDSHIP EXEMPTION.

(b) **GRANDFATHERING.** Based upon the 2005 Declaration, the following Lots, and only the following units, have been grandfathered: Lots 117, 222, and 223 ("Grandfathered

Lots"). The Grandfathered Lots shall have the right to continue to Lease such Lot until the earlier of the following:

- (i) The Lot becomes Owner-Occupied (as defined below),
- (ii) The Lot is sold, or
- (iii) The Owner is in violation of this Article XI, Section 12, including without limitation the failure to advise the Board of the execution of a lease and to provide a copy thereof to the Board.

For purposes hereof, a Lot shall be deemed "Owner-Occupied" if

- (i) The Owner or any member of his immediate or extended family occupies the Lot for a period of seven days or more in any ten consecutive day period;
- (ii) The Owner is a corporation, limited partnership, limited liability company, general partnership, trust or other legal entity and such entity designates in writing to the Board the primary resident of the Lot which must be an officer, manager, member or partner of the legal entity. Such entities may not utilize the Lot in any form of fractionalized use.

(c) EXTENSION OF GRANDFATHERING DURING VACANCY. A Grandfathered Lot Owner in compliance with this Amendment may continue to lease the Owner's Lot even if the lessees change or the Lot remains unoccupied in between lease terms, provided the Lot does not become Owner-Occupied at any time after the Amendment Date. An Owner must comply with all the covenants and conditions of this Amendment to be able to Lease the owner's Lot.

(d) HEIRS AND GRANDFATHERING. A Lot which is being Leased by a Grandfathered Lot Owner at the time of the Owner's death and is passed to the heirs of such Owner by intestacy or testamentary instrument, may continue to be Leased until the heirs sell the Lot or it becomes Owner-Occupied. Subject to subsection (f) below, the purchaser shall not have the right to lease the lot.

(e) SALE OF GRANDFATHERED LOT. Notwithstanding anything to the contrary herein, if an Owner sells his Lot at a time when a Lease is in effect with respect to that Lot, the Lease shall continue to its termination. However, the purchaser of the Lot shall not have the right to lease the Lot after such purchaser takes title to the Lot, except for the remainder of the term of the Lease in place at the time of sale.

(f) TERMS OF LEASE. Any agreement for the leasing or rental of a Grandfathered Lot (both above and hereafter referred to as a "Lease") shall be in writing and shall provide that the terms of such Lease shall be subject in all respects to the provisions of the Declaration, this Amendment, the Articles, the Bylaws, the Rules & Regulations and any other governing documents of the Association (collectively the "Governing Documents"). Any failure by the

lessee to comply with the terms of the Governing Documents shall be a default under the Lease. Owners with the right to Lease their lots shall be responsible for assuring compliance by such Owner's lessee(s) with the Governing Documents and the Lease. Failure of an Owner to cure the lessee's default within fifteen (15) calendar days after receiving written notice from the Board of such default, shall entitle the Association, through the Board, to take any and all such action, including the institution of proceedings in unlawful detainer and/or eviction, on behalf of such Owner against his lessee.

(g) NOTIFICATION OF LEASE FOR GRANDFATHERED LOTS. Immediately upon entering into a Lease, a Grandfathered Lot Owner shall furnish the Board with (i) a copy of such Lease (with the lease amount redacted, if desired by the lessee or Owner), (ii) the telephone number of the lessee, and (iii) any change in the address or telephone number of the Lot Owner. As soon as practicable after receiving such notification that a Grandfathered Lot Owner has entered into a Lease, the Owner shall, and the Board may, cause copies of the Governing Documents to be delivered to such lessee. (The Governing Documents shall be binding on the lessee whether or not the Owner or the Board delivers the Governing Documents to the lessee.) Failure by an Owner or the Board to provide the information in this subparagraph (h) shall be deemed a default hereunder by such Owner. In the event of a default under this subparagraph (h), the Board may, after affording the Owner an opportunity to be heard, levy a fine against such Owner in an amount determined by the Board, but in no event less than One Hundred Dollars (\$100.00). The Owner shall have fifteen (15) calendar days after receiving written notice of default from the Board to either pay the fine or request a hearing before the Board. If the fine is not timely paid or a hearing requested or the Board finds the Owner in violation after a hearing, the Board shall be entitled to exercise all of its rights hereunder and under the law, including without limitation to (i) levy continuing fines against any Owner for each day the violation continues, each day being considered a separate violation, (ii) collect such fines, costs and attorney's fees incurred in connection therewith, and (iii) deem the Owner in violation and terminate all further rights of the Owner to Lease the Lot.

(h) NO TRANSIENT LODGING. No Lot shall be Leased for hotel or transient purposes. A Lease for a period of less than six (6) months shall be deemed to be for transient purposes. No Owner or lessee shall lease less than his entire Lot. Any Lease of a Lot shall be in writing and shall include an acknowledgment by the lessee of the applicability of all the Governing Documents. Copies of all Leases shall be provided to the Board for its records, as set forth above.

(i) HARDSHIP. If, at any time after the Amendment Date, an Owner believes that a hardship is being endured (the "Hardship") pursuant to which such Owner needs to Lease the Owner's Lot, the Owner may apply to the Board for a Hardship exemption from the leasing restrictions contained in this Amendment. If an Owner decides to apply for a Hardship exemption, such Owner must take the following steps:

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

(ii) Approved Exemptions. The following four Hardship exemptions shall be deemed expressly approved for up to a maximum of one (1) year, with the opportunity to obtain not more than two (2) one year extensions upon application to and approval from the Board, provided the Owner provides proof of engagement in one or more of the following for each application or extension:

1. Religious service;
2. Government and military service;
3. Civic/Humanitarian service; and
4. The Owner is a mortgagee who has acquired the Lot through foreclosure or otherwise.

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

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

(v) Application for Extension of Exemptions. In the event an Owner has been granted a Hardship exemption, such Owner must reapply within thirty (30) days of the expiration of such Hardship exemption, if such Owner wishes to request an extension thereof. The Board, in its sole discretion, may decide if an extension for such Hardship exemption shall be granted. However, in no event shall the Hardship be extended beyond a period of three (3) years.

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

(vii) Leasing During Exemption. Any Lease entered into under this Subsection (j) shall be in writing and for a period of no less than ninety (90) days, and no more than one (1) year. The Lease will be subject to and must comply with all other requirements of this Amendment.

(j) ASSOCIATION RIGHT TO LEASE. The Board shall have the right to lease any Association owned Lots or any Lot which the Association has possession of, pursuant to any court order or foreclosure (judicial or non-judicial), and said Lots shall not be subject to this Amendment.

(k) COMPLIANCE WITH GOVERNING DOCUMENTS AND DEFAULT. Any Owner who shall lease his Lot shall be responsible for assuring compliance by such Owner's

lessee(s) with the Governing Documents. Failure by an Owner to take legal action, including the institution of proceedings in Unlawful Detainer and/or Eviction against the lessee in violation of the Governing Documents within fifteen (15) calendar days after receipt of written demand from the Board to take action against the lessee(s) in violation, shall entitle the Association, through the Board, to take any and all action available in law or equity, including without limitation the institution of proceedings in Unlawful Detainer/Eviction, on behalf of such Owner against his lessee. Additionally, if any Owner leases his Lot in violation of this Amendment, then after providing the Owner with the appropriate notice and hearing as required by law, the Owner fails to institute proceedings in Unlawful Detainer/Eviction against the lessee to have him removed from the Owner's Lot, then the Association may, but shall not have an obligation to, institute proceedings in Unlawful Detainer/Eviction on behalf of the Owner against the lessee to have the lessee evicted from the property. Any expenses incurred by the Association in enforcing this Amendment, including attorneys fees and costs of suit, shall be repaid to the Association by such Owner. Failure of such Owner to make such repayment within fifteen (15) days after receipt of written demand thereof, shall entitle the Board (i) to levy and add to the assessment against such Owner and his Lot, all expenses incurred by the Association and to foreclose the assessment lien according to Utah law; or (ii) to file suit to collect the amounts due and owing, or both.

(l) **POWER OF ATTORNEY.** In the event an Owner fails to enforce the terms of that Owner's Lease and the covenants and conditions of this Amendment, such Owner hereby appoints the Association as its limited attorney in fact for the purposes of filing and prosecuting any proceeding in Unlawful Detainer/Eviction that the Association elects to commence pursuant to the terms of this Amendment.

(m) **NOTICE.** Notices required hereunder shall be deemed given three (3) days after placing the same in the U.S. First Class Mail, postage pre-paid, to the last address of the Owner known to the Association. An Owner shall be obligated to notify the Association in writing of the Owners correct address and any change in address.

Section 13. Recreational Vehicles.

No recreational vehicles may be parked within the Common Areas or upon the driveways of each unit for longer than a twenty-four (24) hour period. In no event shall any recreational vehicle, camper, trailer, tent trailer, or mobile home be used for camping or for overnight accommodations by the lot owner or by the lot owner's guests in and on the Common Areas of the development or on the driveways of the townhome units.

Section 14. Display of the Flag.

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

ARTICLE XII - GENERAL PROVISIONS

Section 1. Enforcement.

The Association, or any owner, shall have the right to sue for damages, or to enforce by any proceeding injunctive or otherwise, at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter impose by the provisions of this Declaration, Bylaws or Articles of Incorporation. Specifically, the aggrieved party may seek to recover damages and for injunctive relief. Failure by the Association to enforce any covenant or restriction therein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association, through its Board, shall have the power to levy fines for violations of the Association's governing documents and fines may only be levied for violations of the governing documents. In addition to the levy of fines, the Board may also elect to pursue other enforcement remedies and/or damages permitted under the governing documents. Furthermore, pursuant to Utah Code 57-8a-218(2)(b), a tenant shall be jointly and severally liable to the Association with the Owner leasing to such tenant for any violation of the governing documents by the tenant. The Board shall adopt a resolution for the procedure to enforce the governing documents and levy fines, including a schedule of fines. The remedies in the Act and the Declaration -- provided by law or in equity -- are cumulative and not mutually exclusive.

Section 2. Severability, Construction and Validity of Restrictions.

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

Section 3. Duration.

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

Section 4. Gender and Grammar.

The singular wherever used in this Declaration shall be construed to mean the plural when applicable and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 5. Conflicts.

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

Section 6. Reserve analysis -- 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.

Section 7. Fair and Reasonable Notice.

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

- (a) when sent by telecopy, the notice is deemed given when the sender receives a facsimile acknowledgment confirming delivery of the telecopy;
- (b) when placed into the care and custody of the United States Postal Service, the notice is deemed given three (3) calendar days after the date the notice is deposited into a receptacle of the United States Postal Service, with postage prepaid and addressed to the most recent address of the recipient according to the records of the Association;
- (c) when sent via electronic means such as an e-mail, text message or similar electronic communication, the notice is deemed given within twenty-four (24) hours of being sent and a rejection or undeliverable notice is not received by the sender;
- (d) when posted on the Association's website, the notice is deemed given seventy-two (72) hours after it was posted;
- (e) when hand delivered, the notice is deemed given immediately upon delivery; or
- (f) when delivered by other means, the notice is deemed given upon such circumstances and conditions as are reasonably calculated to give notice to the Owner.

ARTICLE XIII - AMENDMENT

Except as otherwise provided herein, this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than eighty percent (80%) of the lot owners, and thereafter, by an instrument signed by not less than fifty-one percent (51%) of the lot owners, which amendment shall be effective upon recordation in the Office of the Recorder of Washington County, State of Utah. Prior to any material amendment to his Declaration, written notice shall be sent to all holders of first mortgage liens, setting forth said amendment and advising them of the date that the members will vote on said amendment.

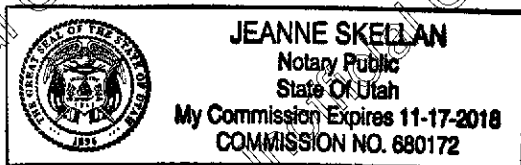
IN WITNESS WHEREOF, the undersigned, being the President of the Association affirms that this Restated and Amended Declaration was adopted by sixty-seven percent (67%) or more of the Association Votes.

Vintage at Bloomington Homeowners
Association

By: David Harden
Its: President

STATE OF UTAH)
 : ss
COUNTY OF WASHINGTON

On this 24th day of February, 2017, personally appeared before me David Harden, who is personally known to me (or satisfactorily proved to me), and who being by me duly sworn did say that he/she is the President of Vintage at Bloomington Homeowners Association, a Utah non-profit corporation, and that he/she executed the foregoing Restated and Amended Declaration of Covenants, Conditions and Restrictions on behalf said corporation by authority of a resolution of its Board of Directors, and he/she acknowledged before me that the corporation executed the same for the uses and purposes stated therein.



Jeanne Skellan
NOTARY PUBLIC

EXHIBIT "A"

Legal Description

This Restated and Amended Declaration of Covenants, Conditions and Restrictions of Vintage at Bloomington Homeowners Association, affects the following real property, all located in Washington County, State of Utah:

All of "The Vintage" Phase I (Amended), according to the official plat thereof, on file in the Office of the Washington County Recorder, Washington County, Utah;

SG-VIN-1-112 THROUGH SG-VIN-1-123

All of "The Vintage" Phase II, according to the official plat thereof, on file in the Office of the Washington County Recorder, Washington County, Utah;

SG-VIN-2-102 THROUGH SG-VIN-2-107

All of "The Vintage" Phase III, according to the official plat thereof, on file in the Office of the Washington County Recorder, Washington County, Utah;

SG-VIN-3-109 THROUGH SG-VIN-3-111
SG-VIN-3-124 THROUGH SG-VIN-3-125

All of "The Vintage" Phase IV, according to the official plat thereof, on file in the Office of the Washington County Recorder, Washington County, Utah;

SG-VIN-4-202 THROUGH SG-VIN-4-208

All of "The Vintage" Phase V, according to the official plat thereof, on file in the Office of the Washington County Recorder, Washington County, Utah;

SG-VIN-5-126 THROUGH SG-VIN-5-129

All of "The Vintage" Phase VI, according to the official plat thereof, on file in the Office of the Washington County Recorder, Washington County, Utah;

SG-VIN-6-209 THROUGH SG-VIN-6-212

SG-VIN-6-230 THROUGH SG-VIN-6-234

All of "The Vintage" Phase VII, according to the official plat thereof, on file in the Office of the Washington County Recorder, Washington County, Utah;

SG-VIN-7-235; SG-VIN-7-237 through SG-VIN-7-249; SG-VIN-7-251; SG-VIN-7-213 through SG-VIN-7-216

All of "The Vintage" Phase VIII, according to the official plat thereof, on file in the Office of the Washington County Recorder, Washington County, Utah;

SG-VIN-8-217 through SG-VIN-8-221; SG-VIN-8-250; SG-VIN-8-252 through SG-VIN-8-253; SG-VIN-8-255; SG-VIN-8-257; SG-VIN-8-259; SG-VIN-8-261; SG-VIN-8-263

All of "The Vintage" Phase IX, according to the official plat thereof, on file in the Office of the Washington County Recorder, Washington County, Utah;

SG-VIN-9-254; SG-VIN-9-256; SG-VIN-9-258; SG-VIN-9-260; SG-VIN-9-262; SG-VIN-9-264; SG-VIN-9-266; SG-VIN-9-268; SG-VIN-9-270; SG-VIN-9-272; SG-VIN-9-274; SG-VIN-9-276; SG-VIN-9-278; SG-VIN-9-280

All of "The Vintage" Phase X, according to the official plat thereof, on file in the Office of the Washington County Recorder, Washington County, Utah;

SG-VIN-10-222 through SG-VIN-10-227; SG-VIN-10-265; SG-VIN-10-267; SG-VIN-10-269; SG-VIN-10-282; SG-VIN-10-284; SG-VIN-10-286; SG-VIN-10-288; SG-VIN-10-290; SG-VIN-10-292