

**AMENDED
COVENANTS AND BY-LAWS OF
CAMBRIDGE VILLAGE TOWNHOUSE ASSOCIATION**

**156 WEST 500 SOUTH
ST. GEORGE, UTAH 84770**

WITNESSETH:

WHEREAS, The Declarant is the owner of certain property in the City of St. George, County of Washington, State of Utah, which is more particularly described as follows:

BEGINNING at the Southwest Corner of Lot 3, Block 12, Plat "C", ST. GEORGE CITY SURVEY: running thence N. 0° 06' 46" E. 396.00 feet along the West Lot line of Lots 3 and 6 to the centerline of Lot 6; thence S. 89° 57' 22" E, 220.41 feet along said centerline of Lot 6 and Lot 7; thence S. 0° 07' 58" W. 270.00 feet: thence N. 89° 57' 22" W. 92.00 feet: thence South 0° 07' 28" W. 126.00 feet more or less to the South line of Lot 3: thence N. 89° 57' 22" W. 128.30 feet along said Lot line to the point of beginning. Contains 1.739 Acres.

WHEREAS, Declarant is the owner of certain townhomes and other improvements hereafter to be constructed upon the property, and it is the desire and intention of the Declarant to sell and convey the same to various purchasers, and

WHEREAS, Declarant will convey the said properties subject to certain protective covenants and by-laws as hereinafter set forth;

NOW THEREFORE, Declarant hereby declares that all the property described above shall be held, sold, and conveyed subject to the following covenants and by-laws which are for the purpose of protecting the value and desirability thereof, and which shall run with the real property and be binding on all parties having any rights, titles, or interests in the described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

(THIS AMENDED DECLARATION OF COVENANTS AND BY-LAWS ARE BEING RE-RECORDED TO AMEND AND MODIFY THE TERMS AND CONDITIONS OF THE ORIGINAL DECLARATION FILED JUNE 24TH, 1982).

ARTICLE 1

DEFINITIONS

The following terms used in the Declaration shall have the meaning hereinafter set forth:

- 1- "**Association**" shall mean and refer to Townhouse Association, its successors and assigns acting in accordance with this declaration and by-laws.
- 2- "**Common Area**" shall mean all real property owned by the Association for the common use and enjoyment of the owners.
- 3- "**Townhouse**" shall mean the ownership of a single-family dwelling unit in a common scheme with other single-family dwelling units and shall include ownership of the real property lying beneath said single-family dwelling unit, and an appurtenant membership in the Association.
- 4- "**Townhouse Owner**" shall mean the person or persons owning a townhouse in fee simple and an appurtenant interest in the common area and facilities through the Association as specified and established in this declaration.
- 5- "**Unit Number**" shall mean the number, letter, or combination thereof designating the townhouse unit in the declaration and in the record of survey map.
- 6- "**Majority**" shall mean the owners of more than fifty percent of the townhouse units or votes in the Association.
- 7- "**Limited Common Area**" shall mean and include those common areas and facilities designated in the declaration as reserved for use of a certain townhouse unit or units to the exclusion of other units.
- 8- "**Common Area**" shall mean all real property owned by the Association for the common use and enjoyment of the members, and not dedicated for use by the general public, specifically exempting therefrom all units as defined herein which shall be deeded to grantees of Declarant.
- 9- "**Driveway**" shall mean and refer to the concrete area commencing on the front lot line of each unit and running to a common driveway within the common area or to a public street, as the case may be.
- 10- **Single Family Units** shall mean a group of not more than four (4) persons who are directly related, either as spouses, parents, children, grandparents, grandchildren, or as siblings. If the residence of a unit are related only as siblings, no more than two may be less than 21 years of age. In no event shall a single family unit exceed four (4) individuals.
- 11- **Notification of Non-Compliance** shall be a registered letter to any owner by the Cambridge Townhouse Association. Any owner refusing a registered letter from the Cambridge Townhouse Association will be considered notified in lieu of.

ARTICLE 2

CREATION OF HOMEOWNERS ASSOCIATION

1. **MEMBERSHIP:** Every person or persons who is the owner of record of a fee or undivided fee interest in any 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 Home Owners Association shall be of two types; these shall be:
 - (a) **General Meetings** of the entire Home 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 of said meeting in the same manner as provided for in Article 4-3-c of this Declaration. Additional meetings may be called in the same manner as provided herein and at the discretion of the Board of Directors.
 - (b) **Board of Directors Meetings** shall be held on an as needed basis not less than quarterly. All meetings shall be open to any member of the Association. Owners should contact the Board of Directors of any problems and make an appointment to attend the next Board of Directors meeting.

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 not less than one-half of the Association members present at same meeting.
4. **SELECTION OF BOARD OF DIRECTORS:** The meetings of the Association shall be presided over by the Board of Directors. Said board shall consist of three 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 terms of election of the Board of Directors shall be specifically set down at the election meeting. One board member shall be elected for one year. One board member shall be elected for two years, and one board member shall be elected for three years.
 - (b) At annual meetings of the Association membership, one member of the Board of Directors whose term shall expire that year shall be replaced.
 - (c) All meetings and business of the Association shall be conducted by the Board of Directors and presided over by the board member whose term shall expire the following year. These meetings shall be conducted as per the by-laws of this Association.
 - (d) Each member of the Board of Directors shall be indemnified and held harmless by the unit owners against all cost, expenses, and liabilities whatsoever, including without limitation, attorney' fees, reasonably incurred by him in connection with any proceeding to which he may become involved by reason of his being or having been a member of said Board of Directors.
5. **RECORDS TO BE KEPT:** One member of the Board of Directors of the Association shall be appointed by that board to serve as Association Secretary.
- (a) Records 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.
 - (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.
 - (c) All records shall be kept in the Complex for review of any member of the Association at any reasonable time.

ARTICLE 3

PROPERTY RIGHTS

1. **USE OF COMMON AREA:** Every member shall have a right and easement of enjoyment in and to the common area, and such easement shall be appurtenant to and shall pass with the title to every assessed lot. Any member may designate in accordance with the Declaration and by-laws their right and enjoyment to the common area and facilities to the members of his family, his tenants, or contract purchaser who reside on the property, all of whom shall be subject to the following provisions:
- (a) The right of the Association to limit the number of guests of members.
 - (b) The right of the Association to borrow money for the purpose of improving the common areas and facilities.
 - (c) The right of the Association to suspend the voting rights by a member, for any period during which any assessment against his townhouse unit remains unpaid or for any infraction of its published rules and regulations, until such time as the assessments and penalties have been paid.
 - (d) Each of the units shall be occupied only by a family of not more than four (4) and guests as a private residence and for no other purpose.
 - (e) The common areas shall be used only for the purposes for which it was intended in the furnishing of services and facilities for the enjoyment of the owners.
 - (f) No use or practice shall be permitted in the townhouse area which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and in sanitary condition, and no rubbish, refuse, or garbage allowed to accumulate nor any fire hazard allowed to exist. Owners are responsible for repairs and clean up. No unit owner shall permit any use of his unit or of the common areas which will increase the

rate of insurance upon the townhouse property. If infractions occur the owners of the units will be taken to small claims court and the owners will pay all court costs and attorneys fees. Voting rights will be taken away until such infractions are resolved.

- (g) The Board of Directors and their 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 units or any other part of the Project, whether or not the owners or occupant thereof is present at the time. The Board of Directors and their 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 Project and for the purpose of performing emergency installations, alterations or repairs to the mechanical or electrical devices or installations located therein or thereon; provided, however, such emergency installations, alterations, or repairs are necessary to prevent damage or threatened damage to other units in the Project; and provided further that the unit owner affected by such entry shall first be notified thereof if available and if time permits.
- (h) No immoral, improper, offensive, or unlawful use shall be made in the townhouse complex or any part thereof.

2. LIMITED COMMON AREA:

- (a) **Parking Rights - Ownership** of each lot shall entitle the owner or owners thereof to the exclusive use of the driveway in front of the unit together with the right of ingress and egress in and upon said driveway to the owners garage or carport. Parking by others in such a manner as to prevent ingress or egress to said garage or carport shall be prohibited. Parking will be assigned by the Board of Directors to each unit. Any unassigned spaces will not be numbered. These unassigned spaces are for guests only. Violators will be assessed \$10.00 per day by the Board of Directors. Any unpaid assessment will go through the court system and a lien will be placed against the property (unit).
- (b) **Patio Rights** - The owners of each unit shall have the exclusive right to use a patio area located behind each unit. The maintenance of this area shall be the sole responsibility of the owner of the unit and should be kept clean of rubbish, refuse or garbage allowed to accumulate nor any fire or health hazard allowed to exist and shall not be done under the direction of the Board of Directors unless complaints are made. Penalties will be charged to owners as per Article 4 Number 12. It should be also noted that the city does have an easement for utilities through the back yards and should be kept assessable.

3. **TITLE TO COMMON AREA:** The Declarant hereby covenants that it will convey fee simple title of the common area to the Association free and clear of all encumbrances and liens.

4. **OCCUPANCY** Beginning on February 6, 1999, occupancy of a unit shall be limited to a Single Family Unit of four (4) persons on a "full time basis". For the purposes of this Article, "full time basis" occupancy is assumed for any rental units, and for those units which are owner occupied for more than three (3) consecutive weeks during each one (1) year period. This provision shall not apply to families currently in occupancy. This means that current occupants are grandfathered, but new occupants after February 6, 1999 must abide by this new amendment.

ARTICLE 4

BY-LAWS FOR MAINTENANCE OF PROPERTIES

1. **ASSESSMENTS:** The Declarant, for each townhouse owned, and the owner of any unit by acceptance of a deed therefor, is deemed to covenant and agree 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 such property 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 property and particularly for the improvement and maintenance of the property, 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, garbage pickup, 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.

- a) Assessments can be made by the Board of Directors against the property owner causing the infraction to protect the remaining property owner's rights, and the value of the property.

3. **AMOUNT OF MONTHLY ASSESSMENTS:** For the first year immediately following the conveyance of the first townhouse lot to any owner, the maximum annual assessment was \$420.00 per year per unit.

- (a) Assessments will be charged by the number of individuals per residence:
 - 1- Two (2) people or less per residence \$50.00 per month. For each additional person \$2.50 per person per month will be added due to the increase in water usage.
- b) Following this year the maximum assessment may be increased, not more than ten (10) percent of the maximum assessment for the previous year without a vote of the membership.
- c) Any additional increase shall have the approval of two-thirds of the members of the Association present at a meeting called for this purpose, and written notice shall be sent to all Association members not less than thirty (30) days and not more than sixty (60) days in advance of the meeting.
- d) 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 two-thirds of the members of the Association present at a meeting called for this purpose in the same manner as outlined in (c) above.

4. **COMMENCEMENT OF ANNUAL ASSESSMENTS:** 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 according to the number of months remaining in the calendar year.

- a) Each unit owner, tenant, or occupant of a unit shall comply with the provisions of the Act, this Declaration, 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 owner's 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 ten (10) days, the assessment shall bear a late charge of \$10.00 dollars. If not remitted within the following ten (10) days an additional \$10.00 shall be added; and the Association shall be entitled to file a lien against the unit for all unpaid assessments and late charges, if delinquent for more than sixty (60) days, together with costs and attorneys fees, and may bring action of law against the owner or owners to pay the same and interests, costs, including the right to foreclose under the laws of the state of Utah. Reasonable attorney fees of any such action shall be added to the amount of assessment.

- b) **Violation Fees** Any unit that is occupied, leased or rented to more than four (4) occupants and/or other than a single family will be assessed a fee of \$125.00 per week of said occupancy. The owner of the unit will have a cure period of five (5) days after notification to correct the situation before the violation fee is implemented.

6. **PERCENT OF OWNERSHIP:** The owner or owners of each townhouse unit shall hold an equal percentage of right and interest in the common area. All townhouse owners shall have one vote in the Management Association, being one vote 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 cancelled by a vote of two-thirds 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 thereof 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, we suggest any owner, at his own expense, carry all other insurance that is necessary to include such items as home owner liability, theft, or personal property, damage, domestic water damage, and loss.
- a) In the event the townhouse project is destroyed or damaged to the extent of seventy five (75) percent or less than the replacement value thereof, the Board of Director shall be responsible for 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 the townhouse project is destroyed or damaged to the extent of more than seventy five (75) percent of the replacement value thereof, the unit owners shall, at a meeting duly called by the Board of Directors for the purpose, determine whether or not said premises should be rebuilt, repaired, or disposed of. Unless owners representing not less than eighty (80) percent of the Votes of the Association agree to the withdrawal of the townhouse project from the provisions of the Act and its subsequent disposal, the premises shall be repaired, rebuilt or restored to the same condition they were in immediately prior to said destruction of damage. In the event the cost of such repairing, rebuilding, or restoring the townhouse project shall exceed the amount realized by the Board of Directors from the proceeds of any insurance policy or policies, the unit owners shall contribute to such cost in relation to their percentage of votes to the total votes of the Association
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 specification of the same shall have been submitted to an 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 on 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 signs shall not be greater than two square feet in area. An identifying name 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 designated for common area, all townhouse units shall be used for residential purposes only. No business or activities of any kind whatsoever shall be conducted in any building or on any portion of said property. No storage of business products or equipment will be allowed at the Cambridge Townhouse Association's property. A period of thirty (30) days will be allowed after being notified of the violation to correct the problem, then any violators of any part of # 12 will be assessed \$100.00 per day by the Board of Directors, and after ninety (90) days, assessed to the property owner and if not paid will be taken through the court system and a lien will be placed against the property. The property owner will be responsible for all court costs and attorney fees.
13. **NO ANIMALS:** No animals, livestock, or poultry of any kind shall be raised or kept in any unit or in the common area. This means that current animals are grandfathered, but after Feb 6, 1999 all occupants must abide by this new amendment.

- 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 or 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 exterior of all buildings shall be the responsibility of the Association.
- 17. **MAINTENANCE OF UNITS:** Each unit owner, at his own expense shall keep the interior of his own unit and all plumbing and electrical within the confines of the lot line, 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. In the event that common walls require maintenance, the common unit owners shall share the expense, unless the problem is caused by the act or neglect of a particular owner.

ARTICLE 5

VALIDITY OF RESTRICTIONS

- 1. **VALIDITY:** All of the covenants and by-laws of this Declaration shall be construed together; but if any time it shall be held that any one of the said conditions, covenants, 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 this Declaration shall run with and bind the land and shall insure to the benefit of and be enforceable by the Association or the owner or owners of any townhouse unit subject to this Declaration and their legal representatives, heirs, successors, and assigns for a period of twenty (20) years from the date the Declaration is recorded after which time said covenant and by-laws shall be automatically extended for successive periods of ten (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.

ARTICLE 6

ASSIGNMENT OF POWERS

Any and all rights and powers of Declarant herein contained may be delegated, transferred, or assigned. "Declarant" shall include all assigns or successors in interest of Declarant.

We, the present members of the Board of Directors, due swear that these Amendments were voted on and approved with over two-thirds of all members present at the Annual Meeting of the Cambridge Village Association, held on February 6, 1999.

Elwin Reber
Elwin Reber, President,

Louise Dalebout v. p.
Louise Dalebout, Vice President,

Carole E. Myler sec.
Carole Myler, Secretary

State of Utah
County of Washington

On this 19th day of February, 1999, personally appeared before me, Elwin Reber + Louise Dalebout & *Carole Myler* proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to on this instrument, and acknowledged that they executed the same

Kathy Whittaker Notary Public

7-5-2001 Commission Expires

