

WHEN RECORDED RETURN TO:  
2225 Murray Holladay Rd., Suite 111  
Salt Lake City, UT 84117

AMENDED AND RESTATED MASTER DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR PILGRIMS LANDING

**Table of Contents**

Table of Contents.....	1
1 DEFINITIONS.....	5
1.1 Articles.....	5
1.2 Association.....	6
1.3 Board.....	6
1.4 Bylaws.....	6
1.5 Common Areas.....	6
1.6 Common Expenses.....	6
1.7 Community Association Act.....	6
1.8 Declaration.....	6
1.9 Director.....	6
1.10 Governing Documents.....	6
1.11 Lot.....	6
1.12 Maintenance Association.....	7
1.13 Master Plan.....	7
1.14 Member.....	7
1.15 Membership Interest.....	7
1.16 Nonprofit Act.....	7
1.17 Owner.....	7
1.18 Person.....	7
1.19 Project.....	8
2 SUBMISSION AND EXPANSION.....	8
2.1 Submission.....	8
3 PROPERTY RIGHTS IN LOTS.....	8
3.1 Easements Reserved.....	8
4 PROPERTY AND USE RIGHTS IN COMMON AREA.....	8
4.1 Member's Right of Enjoyment.....	8
4.2 Compliance with Covenants and Restrictions and Rules and Regulations.....	8
5 MAINTENANCE.....	8

- 5.1 Association Responsibility.....
- 5.2 Maintenance Association Responsibility.....
- 5.3 Owner Responsibility.....
- 6 ASSESSMENTS.....
- 6.1 Covenant for Assessment.....
- 6.2 Annual Budget.....
- 6.3 Reserve Account.....
- 6.4 Regular Assessment.....
- 6.5 Special Assessment.....
- 6.6 Supplemental Assessment.....
- 6.7 Individual Assessment.....
- 6.8 Apportionment of Assessments.....
- 6.9 Nonpayment of Assessment.....
- 6.10 Application of Payments.....
- 6.11 Acceleration.....
- 6.12 Suspension of Voting Rights.....
- 6.13 Lien for Assessment.....
- 6.14 Enforcement of Lien.....
- 6.15 Appointment of Trustee.....
- 6.16 Subordination of Lien.....
- 7 RESTRICTIONS ON USE.....
- 7.1 Rules and Regulations.....
- 8 MEMBERSHIP AND ASSOCIATION.....
- 8.1 Membership.....
- 8.2 Voting Rights.....
- 8.3 Status and Authority of Board.....
- 8.4 Composition and Selection of Board.....
- 8.5 Adoption of Bylaws.....
- 9 COMPLIANCE AND ENFORCEMENT.....
- 9.1 Compliance.....
- 9.2 Remedies.....
- 9.3 Action by Members.....
- 9.4 Injunctive Relief.....
- 9.5 Hearing.....
- 10 INSURANCE.....
- 10.1 Types of Insurance Maintained by the Association.....
- 10.2 Insurance Company.....

- 10.3 Premium as Common Expense.....
- 10.4 Payment of Deductible.....
- 10.5 Right to Adjust Claims.....
- 10.6 Insurance Proceeds.....
- 10.7 Damage and Destruction of Common Area.....
- 11 AMENDMENT AND DURATION.....
- 11.1 Amendments.....
- 12 MISCELLANEOUS PROVISIONS.....
- 12.1 Annual Financial Statements.....
- 12.2 Professional Management.....
- 12.3 Invalidity; Number; Captions.....
- 12.4 Joint Owners.....
- 12.5 Lessees and Other Invitees.....
- 12.6 Covenants Run with the Land.....
- 12.7 Waiver, Precedent and Estoppel.....
- 12.8 Notice of Sale, Mortgage, Rental, or Lease.....
- 12.9 Taxes on Lots.....
- 12.10 Service of Process.....
- 12.11 Conflicts.....
- Exhibit A.....
- Legal Description.....
- Exhibit B.....
- Bylaws of Pilgrims Landing Master Association.....
- 1 Bylaw applicability/definitions.....
- 1.1 Definitions.....
- 1.2 Bylaw Applicability.....
- 2 Association.....
- 2.1 Composition.....
- 2.2 Annual Meeting.....
- 2.3 Special Meeting.....
- 2.4 Place of Meeting.....
- 2.5 Conduct of Meeting.....
- 2.6 Quorum.....
- 2.7 Voting.....
- 2.8 Proxies.....
- 2.9 Mail-in Ballots.....
- 2.10 Written Consent in Lieu of Vote.....

- 2.11 Record Date.....
- 3 Board of Directors.....
  - 3.1 Number and Qualification of Directors.....
  - 3.2 Selection and Term of Directors.....
  - 3.3 Vacancies.....
  - 3.4 Removal of Directors.....
  - 3.5 Organization Meeting.....
  - 3.6 Regular Meetings.....
  - 3.7 Special Meetings.....
  - 3.8 Conduct of Meetings.....
  - 3.9 Quorum.....
  - 3.10 Notice and Waiver of Meeting Notice.....
  - 3.11 Action without Meeting.....
  - 3.12 Powers and Duties.....
  - 3.13 Manager.....
  - 3.14 Compensation.....
  - 3.15 Limitation of Liability.....
- 4 Officers.....
  - 4.1 Election and Term of Officers.....
  - 4.2 Removal of Officers.....
  - 4.3 Offices.....
  - 4.4 Delegation of Duties.....
  - 4.5 Compensation.....
- 5 Notice.....
  - 5.1 Manner of Notice.....
  - 5.2 Waiver of Notice.....
- 6 Finances.....
  - 6.1 Fiscal Year.....
  - 6.2 Checks, Agreements, Contracts.....
  - 6.3 Availability of Records.....
- 7 Amendment to Bylaws.....
  - 7.1 Amendments.....
  - 7.2 Recording.....
- 8 Miscellaneous.....
  - 8.1 Office.....
  - 8.2 Conflicts.....
  - 8.3 Severability.....

- 8.4 Waiver.....
- 8.5 Captions.....
- 8.6 Gender, etc.....

This Declaration is made on the date executed below by Pilgrims Landing Master Association (“Association”).

**RECITALS**

A. Pilgrims Landing is a mixed-use master planned community located in Lehi City, Utah County, Utah;

B. Pilgrims Landing was originally governed by the Master Declaration of Covenants, Conditions and Restrictions of Pilgrims Landing recorded in the Utah County Recorder’s Office on July 30, 1998, as Entry No. 75697:1998 (“Original Declaration”). The Original Declaration was amended by an amendment recorded in the Utah County Recorder’s Office on September 4, 1998, as Entry No. 90187:1998;

C. This Declaration and Bylaws replace the Original Declaration and Original Bylaws, their amendments and supplements, in their entirety;

D. This Declaration and Bylaws shall be binding against all property described in Exhibit “A,” as such property may be expanded as allowed by this Declaration;

E. All Owners, guests, invitees, agents, and residents shall abide by the provisions of this Declaration;

F. These covenants, conditions, restrictions, easements, and limitations shall run with the land described in Exhibit “A” and shall be binding on and burden all parties having or acquiring any right, title, or interest to the land or any part thereof and shall create servient tenements on the land. The covenants, conditions, restrictions, easements, and limitations shall also benefit all parties having or acquiring any right, title, or interest to the land and shall create dominant tenements on the land;

G. The Association may be incorporated as a Utah nonprofit corporation. If incorporated, it shall be entitled to the rights, obligations, and benefits of the Revised Nonprofit Corporation Act (Utah Code Ann. 16-6a-101, *et. seq.*) as amended from time to time.

H. This Declaration was approved by more than 67% of the voting interests all allowed by Utah Code 57-8a-104. The representatives of members holding more than 67% of the voting interests have executed this Declaration;

NOW THEREFORE, for the benefit of the Project and the Members thereof, the following covenants, conditions, restrictions, and easements shall apply to and be binding on the Project:

**1 DEFINITIONS**

Capitalized terms used in the Governing Documents (including recitals) have the following meanings:

**1.1 Articles**

Articles mean the Articles of Incorporation for Pilgrims Landing Master Association, as amended from time to time.

### **1.2 Association**

Association means Pilgrims Landing Master Association. It is intended that the Association be a Utah non-profit corporation. Failure of the Association to maintain its corporate status will not result in dissolution of the Association. The Association may renew its corporate status, reinstate its corporate status, or incorporate without Member approval. As long as the Association obtains the proper vote, any actions taken during any period of un-incorporation shall be binding.

### **1.3 Board**

Board means the Board of Directors. The Board governs the Project, business, and affairs of the Association.

### **1.4 Bylaws**

Bylaws mean the bylaws of the Association, as amended or restated from time to time. The Bylaws are attached to this document as Exhibit "B."

### **1.5 Common Areas**

Common Areas mean the property designated as common area on the Master Plan, if any, and any portion of the Project which is owned by the Association for the use and enjoyment of the Members.

### **1.6 Common Expenses**

Common Expenses mean all sums spent to administer, maintain, or replace the Common Areas; expenses agreed upon as common expenses by a majority of a quorum of Members; expenses authorized by the Governing Documents or the Community Association Act as common expenses; any other expenses necessary for the common benefit of the Members.

### **1.7 Community Association Act**

Community Association Act shall mean Utah Code §§ 57-8a-1 *et seq.*, as amended or replaced from time to time.

### **1.8 Declaration**

Declaration means this document, as amended, annexed, supplemented, or restated from time to time.

### **1.9 Director**

Director means a member of the Board.

### **1.10 Governing Documents**

Governing Documents mean the Declaration, Bylaws, Articles of Incorporation, Master Plan, and rules and regulations.

### **1.11 Lot**

Lot means a separately numbered parcel of property as shown on the Master Plan. Lots include Lots numbered 1, 3, 4, 5, 6, and 7 on the Master Plan and a 7.8 acre parcel of land identified as Utah County parcel nos. 58:002:0173 and 49:695:0001, as they exist at the time of recording

this Declaration or as they may be subdivided from time to time (identified herein as “Lot 2”). Lot 2 is a portion of Lot 8 shown on the Master Plan and should not be confused with Lot 2 shown on the Master Plan.

**1.12 Maintenance Association**

Maintenance Association means an organization, whether incorporated or not, controlling the administration of restrictive covenants recorded against a Lot. The Lot 6 multi-family dwelling, labeled “Apartments Pod” on the Master Plan shall also be considered a Maintenance Association.

**1.13 Master Plan**

Master Plan means the Pilgrims Landing Preliminary Plat, approved by Lehi City and attached hereto as Exhibit “D”, on file with the Utah County Recorder and any amendments or supplements thereto or any plat maps recorded for additional phases.

**1.14 Member**

Member means the Maintenance Associations for Lots 1, 2, 3, 4, 5, 6, and 7. If no Maintenance Association is organized to govern a Lot, Member shall mean the individual property owners of the Lot collectively. If a Lot is owned by more than one Person and a single owner is present at a meeting, the vote appertaining to that Lot shall be cast by the owner present. The Association may conclusively presume the consent of all a Lot’s owners when a vote is cast by a Lot with multiple owners.

**1.15 Membership Interest**

Membership Interest means the percentage interest each member has in the Association. The Membership Interest is based on the density of average units per acre on the date this Declaration was recorded. The density was calculated by averaging the units per acre of all residential developments, which is 0.108507 units per acre, then multiplying it by the acreage of the Lot. The Membership Interests are allocated as follows (to avoid a perpetual series of numbers, the numbers have been rounded):

Lot Number	Acreage	Membership Interest
1	36.81	25%
2	7.8	8%
3	12.99	16%
4	7.21	7%
5	10.58	11%
6	12.88	22%
7	10.87	11%
TOTALS	99.14	100.00%

**1.16 Nonprofit Act**

Nonprofit Act means Utah Code §§ 16-6a-101 *et seq.*, as amended or replaced from time to time.

**1.17 Owner**

Owner means the record owner, whether one or more persons or entities, of the fee simple title to a Lot or portion thereof where a Maintenance Association has not been organized.

**1.18 Person**

Person means an individual, corporation, partnership, association, trustee, or other legal entity.

### **1.19 Project**

Project means Pilgrim's Landing at Thanksgiving Point as shown on the Master Plan. The project includes the land, buildings, improvements and structures, easements, rights, appurtenances, and articles of personal property intended for use in connection therewith. Exhibit "A" contains the legal description for the Project.

## **2 SUBMISSION AND EXPANSION**

### **2.1 Submission**

The Project is submitted to be bound by the Governing Documents, to provisions of the Community Association Act, and to the Nonprofit Act. All Owners shall take title subject to the Governing Documents, Community Association Act, and Nonprofit Act.

## **3 PROPERTY RIGHTS IN LOTS**

### **3.1 Easements Reserved**

In addition to the easements shown on the Master Plan or provided for under this Declaration, the Bylaws or law, the Master Association, Maintenance Associations, and Owners are hereby declared to have an easement appurtenant to their property, over all adjoining property for the purpose of accommodating any encroachment due to minor and professionally acceptable errors in building, or any other cause. There shall be valid easements for the maintenance of such encroachments as long as they shall exist. Provided, however, that in no event shall a valid easement for encroachment be created as the result of willful misconduct.

## **4 PROPERTY AND USE RIGHTS IN COMMON AREA**

### **4.1 Member's Right of Enjoyment**

4.1.1 The Project will have Common Areas as designated in the Master Plan for the benefit of all Members. Every Member of the Association, their members, guests, customers, and invitees shall have a non-exclusive right and easement for the use, benefit and enjoyment in and to the Common Area and such nonexclusive right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the restrictions herein set forth.

4.1.2 No portion of the Common Area may be used exclusively by any Maintenance Association or Owner without permission from the Board.

### **4.2 Compliance with Covenants and Restrictions and Rules and Regulations**

Each Owner and Maintenance Association shall comply with the covenants and restrictions imposed by this Declaration on the use and enjoyment of the Common Area.

## **5 MAINTENANCE**

### **5.1 Association Responsibility**

The Association shall supervise, manage, operate, examine, insure, inspect, care for, repair, replace, restore and maintain the Common Areas.



### **5.2 Maintenance Association Responsibility**

Maintenance Associations shall be responsible for the maintenance of its Lot and the effective administration of its restrictive covenants or lease agreements. Maintenance Associations shall keep their common areas in a clean, sanitary, and attractive condition.

### **5.3 Owner Responsibility**

Owners shall be responsible for the maintenance of their Lot and for the maintenance, repair, and replacement of any improvements to the Lot or personal property located on the Lot. Owners shall maintain their properties in a clean, sanitary, and attractive condition. Maintenance responsibilities shall include: cutting weeds so they do not exceed a maximum height of 12 inches; maintaining the parking areas, walkways, sidewalks, patios; keeping the improvements in good repair and appearance; removing debris and trash in a timely fashion; avoiding the storage of unsightly materials (as determined by the Association); and otherwise keeping the property in an aesthetically pleasing and functional condition.

## **6 ASSESSMENTS**

### **6.1 Covenant for Assessment**

Each Maintenance Association and Owner covenants and agrees to pay the Association all regular assessments, special assessments, supplemental assessments, individual assessments, late penalties, and collection costs (including attorney's fees) whether or not a lawsuit is commenced. No Maintenance Association or Owner may exempt themselves from liability for assessments by abandonment of their Lot, or portion thereof, failure of the Association to maintain the Common Areas, or non-use of the Common Areas. Except for foreclosures, the personal obligation for unpaid assessments, late fees, interest, and collection costs, including attorney's fees, shall pass to the successor in title. A successor in title is entitled to a statement from the Association setting forth the amounts due by the prior owner. The amounts set forth in the statement shall be binding upon the Association. If an Owner loses their Lot to foreclosure or voluntarily conveys it, they shall remain personally liable for unpaid assessments, late fees, interest, and collection costs (including attorney's fees).

### **6.2 Annual Budget**

The Board shall prepare an annual budget for the Association. The annual budget shall provide for: the maintenance, repair, and replacement of the Common Areas; maintenance of other areas required to be maintained by the Association; insurance; all other Common Expenses; and the administration, management, operation, and reserves of the Association. If the Board fails to adopt an annual budget, the last adopted budget shall continue in effect until the Board adopts a new one.

### **6.3 Reserve Account**

The Association shall establish a reserve account to fund long-term maintenance and replacement items. The Board shall use reasonable efforts, subject to the Members rights under the Community Associations Act, to fund the reserve account. The Board shall not be personally liable for failure to fund the reserve unless gross negligence or intentional misconduct is proven in a court of law.

### **6.4 Regular Assessment**

The Association may collect the regular assessment on an annual basis, semi-annual basis, quarterly basis, or monthly basis. Written notice of the regular assessment amount and payment schedule shall be sent to Members at least 30 days in advance of the beginning of the

fiscal year for which the regular assessment will be due. Apart from the initial notice of regular assessment, the Association is not obligated to send periodic invoices for regular assessments. If the Board fails to adjust a regular assessment, the amount of the last regular assessment and payment schedule will continue in effect, whether or not notice is sent.

### **6.5 Special Assessment**

The Association may levy a special assessment for the purpose of defraying in whole or in part the cost of any construction, reconstruction, maintenance, repair, or replacement of the Common Areas or exteriors of Lots. The Association may levy a special assessment up to 50% of the annual budget without approval from the Members. If a special assessment exceeds 50% of the annual budget, it must be approved by a majority of a quorum of Members.

### **6.6 Supplemental Assessment**

If the regular assessments are inadequate to pay the Common Expenses, the Board shall determine the amount of the shortfall. Once the amount of the shortfall is determined, the Board shall adopt a supplemental budget. The Association may levy a supplemental assessment to fund the supplemental budget. The Association may levy a supplemental assessment up to 50% of the original annual budget without approval from the Members. If a supplemental assessment exceeds 50% of the original annual budget, it must be approved by a majority of a quorum of Members.

### **6.7 Individual Assessment**

Any expenses attributable to less than all the Lots may be assessed exclusively against the affected Lots. Individual assessments include, without limitation:

6.7.1 Assessments levied against a Lot to reimburse the Association for costs incurred in correcting a violation of the Governing Documents;

6.7.2 ARC fees;

6.7.3 Fines, late fees, interest, collection costs (including attorney's fees);

6.7.4 Services provided to a Lot due to an Owner's or Maintenance Association's failure to maintain, for emergency repairs, or to protect the health, safety, and welfare of adjoining Lots and Common Areas; and

6.7.5 Any charge described as an individual assessment by this Declaration.

### **6.8 Apportionment of Assessments**

Regular, special, and supplemental assessments will be divided amount among the Lots in proportion to their Membership Interest. If a Lot is owned by more than one Owner, the Association shall divide the Lot's share of assessments equally amongst the Owners thereof and invoice those Owners separately. Individual assessments shall be apportioned exclusively to the Lots benefitted or affected.

### **6.9 Nonpayment of Assessment**

Assessments not paid within 10 days after the due date established by the Board will be late and subject to interest at 18% per annum on any delinquent balance and a \$25.00 late fee. Late fees may only be charged once per missed payment.

### **6.10 Application of Payments**

Payments shall be credited first to collection costs (including attorney's fees), then to interest and late fees, then to the oldest assessments, then the most recent assessments.

#### **6.11 Acceleration**

If an Owner or Maintenance Association fails to pay their assessments for 61 days or more, the Board may elect to accelerate the remainder of the Assessments due that year.

#### **6.12 Suspension of Voting Rights**

If an Owner or Maintenance Association has a delinquent assessment balance, the Association may suspend their right to vote.

#### **6.13 Lien for Assessment**

All assessments, late fees, interest, and collection costs (including attorney's fees) not timely paid shall be a charge and continuing lien upon each Lot or portions thereof against which the assessment is made. The Association shall file a notice of lien with the county recorder as evidence of nonpayment.

#### **6.14 Enforcement of Lien**

Without waiving its right to personally pursue an Owner or Maintenance Association for unpaid assessments, the Association may foreclose its lien in the same manner as deeds of trust, mortgages, or any other manner permitted by Utah law.

#### **6.15 Appointment of Trustee**

The Owners and Maintenance Associations hereby convey and warrant pursuant to U.C.A. Sections 57-1-20 and 57-8a-402 to a member of the Utah State Bar, 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.

#### **6.16 Subordination of Lien**

A lien for assessments shall be subordinate to a first Mortgage now or hereafter placed upon a Lot. The sale of a Lot pursuant to foreclosure of a first Mortgage shall extinguish the lien for assessments which became due prior to the foreclosure sale. A foreclosure will not relieve the purchaser's obligation to pay six months of assessments, late fees, and penalties.

## **7 RESTRICTIONS ON USE**

### **7.1 Rules and Regulations**

No Owner or Maintenance Association shall violate the Rules and Regulations for the use of the Lots and of the Common Areas as adopted from time to time by the Board. An Owner or Maintenance Association shall be responsible to advise their members, guests, customers, and invitees about the rules and shall be responsible for their members, guests, customers, and invitees compliance with the rules and regulations.

## **8 MEMBERSHIP AND ASSOCIATION**

### **8.1 Membership**

Membership in the Association is mandatory, is appurtenant to the Lot, and shall not be separated from the Lot.

**8.2 Voting Rights**

Voting is governed by the Bylaws.

**8.3 Status and Authority of Board**

The Board is the governing body of the Association. It is obligated to manage, operate, and maintain the Project and to enforce the Governing Documents. The Board has exclusive authority to act in the Association's name. Any action taken by the Board on behalf of the Association will be deemed to be done in the Association's name. The rights and powers of the Board are governed by the Bylaws.

**8.4 Composition and Selection of Board**

The Bylaws govern how the Board is established and selected.

**8.5 Adoption of Bylaws**

The Association has adopted Bylaws which are being recorded simultaneously with this Declaration.

**9 COMPLIANCE AND ENFORCEMENT****9.1 Compliance**

Each Owner or Maintenance Association of a Lot shall comply with the provisions of the Governing Documents and the rules and regulations adopted pursuant thereto and any applicable statute. Failure to comply therewith shall be grounds for an action or suit maintainable by the Association or an aggrieved Member.

**9.2 Remedies**

Violation of any provisions of the Governing Documents, or of any decision of the Association made pursuant to such documents, shall give the Board acting on behalf of the Association, the right, in addition to any other rights set forth in the Governing Documents, or under law, to do, any or all of the following after giving notice and an opportunity to be heard:

9.2.1 To enter the Lot which or as to which such violation exists and to summarily abate and remove, at the expense of the defaulting Member, any structure, thing, or condition that may exist contrary to the intent and meaning of such provisions, and the Board shall not thereby be deemed guilty of any manner of trespass, provided that judicial proceedings shall be instituted before any items of construction may be altered or demolished. Costs and attorney's fees shall be an Individual Assessment;

9.2.2 To enjoin, abate, or remedy such thing or condition by appropriate legal proceeding;

9.2.3 To levy reasonable fines pursuant to a schedule of fines adopted by resolution of the Board. If no schedule of fines exists, then the fine for a first violation of any provision of the Governing Documents shall be \$100.00; the fine for a second violation shall be \$250.00; the fine for a third violation shall be \$500.00. Unless otherwise stated in a schedule of fines, the offending party shall have 48 hours after notice of violation to cure the violation prior to a fine being levied. A party subject to a fine may request a hearing of the Association within 14 days of the fine being levied to dispute the fine;

9.2.4 To terminate the right to receive utility services paid for out of assessments, if any, or, except for the right to an assigned parking space, to terminate the right of access to and use of recreational and service facilities of the Association, until the correction of the violation has occurred; or

9.2.5 The right of the Association to suspend the voting rights and the rights to use of the Common Area after notice and a hearing for any period not to exceed sixty (60) days for any infraction of any of the Governing Documents; or

9.2.6 Bring suit or action against the Member on behalf of the Association and other Members to enforce this Declaration, the Bylaws and any rules or regulations adopted pursuant thereto. Costs and attorney's fees shall be an Individual Assessment.

### **9.3 Action by Members**

Subject to any limitation imposed under the Governing Documents or Utah law, an aggrieved Member may bring an action against such other Member or the Association to recover damages or to enjoin, abate, or remedy such thing or condition by appropriate legal proceedings.

### **9.4 Injunctive Relief**

Nothing in this Section shall prevent a Member, the Association, or other interested party from resorting to a court of competent jurisdiction in those instances where injunctive relief may be appropriate.

### **9.5 Hearing**

The Board may, by resolution, promulgate procedures for hearings. In the absence of a resolution, the following procedures shall apply:

9.5.1 When the Board takes a hearing-eligible action against a party, the party shall have the right to request an informal hearing with the Board to protest or dispute the action. A request for a hearing must be made in writing and delivered to the Association manager or a Board member by the applicable deadline. The hearing shall, within reason, be conducted at the first Board meeting after the receipt of the request. The Board shall give notice of the date, time, and location of the hearing to the requesting party. Notice of the hearing shall be delivered to the requesting party and, if necessary, to the complaining party by electronic means, USPS first-class mail, postage prepaid, or by hand delivery. No other parties shall be entitled to notice of the hearing. If the hearing date is unacceptable to the requesting party, they may request one continuance of the hearing date. To request a continuance, the requesting party shall deliver a written request for continuance to the Association. The request must be received by the Association at least five (5) calendar days prior to the original hearing date. The request must state a valid cause for continuance. The Board has sole authority to determine what constitutes valid cause. If the board continues the hearing, the continued hearing shall, within reason, take place at the second Board meeting after the receipt of the original request for hearing. Failure by a requesting party to appear at a hearing or continued hearing shall result in a waiver of the requesting party's right to hearing and the action shall be deemed uncontested. The hearing shall be conducted by a minimum of three Board members or hearing officers appointed by the Board. The requesting party shall be given 15 minutes to dispute the issue for which the hearing was requested. The requesting party may present documentation or witnesses to dispute the issue. The Board or hearing officers may question the requesting party or witnesses during the hearing. If the request for hearing is based on the complaint of neighboring parties, the Board or hearing officers shall interview or review written statements from the neighboring parties during the hearing. After hearing the requesting party's position and evidence, the Board or hearing officers may either render its decision at the hearing or take the evidence and argument under advisement. If the Board takes the evidence under advisement, they shall render a final decision by the next scheduled regular Board meeting. If the hearing officers take the evidence under advisement, then they shall report their findings to the Board, who shall render a final decision at the next scheduled regular Board meeting. Once a decision is rendered, the Board shall give written notice of their decision to the requesting party. All decisions of the Board are final.

## **10 INSURANCE**

### **10.1 Types of Insurance Maintained by the Association**

10.1.1 Property casualty and fire insurance for the Common Areas to the extent reasonably available or deemed advisable by the Board;

10.1.2 Liability insurance in an amount deemed advisable by the Board;

10.1.3 Full coverage directors and officers liability insurance for at least \$1,000,000.00; and

10.1.4 Fidelity bond or dishonest acts insurance for at least the value of the reserves and operating capital of the Association.

The Board may adopt insurance rules and policies to maintain the insurance required under this Section and keep the premiums reasonable.

### **10.2 Insurance Company**

The Association shall use an insurance company knowledgeable with community association insurance, which is licensed in Utah.

### **10.3 Premium as Common Expense**

The premiums for the Association's insurance policies shall be a Common Expense.

### **10.4 Payment of Deductible**

The deductible on a claim made against an Association policy shall be allocated to the party which caused the loss. The Association shall have the right to determine which party caused the loss. If the loss is a "no-fault" loss, the Association shall pay the deductible.

### **10.5 Right to Adjust Claims**

The Association has the right and authority to adjust claims.

### **10.6 Insurance Proceeds**

If a Member suffers a loss to their Lot or the improvements thereon, they shall use any insurance proceeds to restore the Lot and improvements to their original or better condition. If an insurable loss to the Common Areas occurs, the Association shall use the insurance proceeds to restore the Common Areas to their original or better condition.

### **10.7 Damage and Destruction of Common Area**

10.7.1 Immediately after any damage or destruction by fire or other casualty to all or any part of the insurable improvements on the Common Area, the Board, or its agent, shall proceed with the filing and adjustment of all claims arising under the fire and extended coverage insurance maintained by the Association and obtain reliable estimates of the cost of repair or reconstruction of the damaged or destroyed improvements. Repair or reconstruction means repairing or restoring the improvements to substantially the same condition in which they existed prior to the fire or other casualty.

10.7.2 Any damage or destruction to insurable improvements on the Common Area shall be repaired or reconstructed unless at least seventy-five percent (75%) of the members present at a meeting of the membership held within ninety (90) days after the casualty shall decide not to repair or reconstruct.

10.7.3 If, in accordance with this section, the improvements are not to be repaired or reconstructed and no alternative improvements are authorized by the members, then and in that event the damaged Common Area shall be restored to its natural state and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition. In such event, any excess insurance proceeds shall be paid over to the Association for the benefit of the Project, which proceeds may be used and/or distributed as determined by the Board, in its discretion, or as otherwise provided in the Governing Documents.

10.7.4 If any improvements on the Common Area are damaged or destroyed, and the proceeds of insurance received by the Association are not sufficient to pay in full the cost of the repair and reconstruction of the improvements, the Board shall, without the necessity of a vote of the members, levy a Special Assessment against all Owners and Maintenance Associations in order to cover the deficiency.

## **11 AMENDMENT AND DURATION**

## **11.1 Amendments**

11.1.1 Approval Required. Except as otherwise provided in this Declaration, this Declaration may be amended by approval of sixty-seven percent (67%) of the Membership Interests of the Association.

11.1.2 Execution and Recordation. An amendment shall not be effective until the amendment is certified by the president and secretary of the Association as being adopted in accordance with this Declaration is acknowledged and is recorded in the Utah County Recorder's Office, Utah.

## **12 MISCELLANEOUS PROVISIONS**

### **12.1 Annual Financial Statements**

The Association shall produce its annual financial statements using accrual basis method of accounting. The financial statements shall be in form and substance substantially similar to statements produced in compliance with Generally Accepted Accounting Principles. The annual financial statements may be created by the Board, professional management, or an accounting professional. The annual financial statements for the prior year shall be distributed with the annual meeting notice made available for review by all Members upon their request.

### **12.2 Professional Management**

The Association may be managed by a professional management company. The Board may select the professional management company using criteria set by the Board and complying with Utah law.

### **12.3 Invalidity; Number; Captions**

The invalidity of any part of this Declaration shall not impair or affect in any manner the validity, enforceability, or effect of the balance of this Declaration. As used herein, the singular shall include the plural and the plural the singular. The masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Declaration.

### **12.4 Joint Owners**

In any case in which two or more persons share the ownership of any Lot, regardless of the form of ownership, the responsibility of such persons to comply with this Declaration shall be a joint and several responsibility and the act or consent of any one or more of such persons shall constitute the act or consent of the entire ownership interest; provided, however, that in the event such persons disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to a pending matter, any such person may deliver written notice of such disagreement to the Board, and the vote or right of consent involved shall then be disregarded completely in determining the proportion of votes or consents given with respect to such matter in accordance with the Bylaws.

### **12.5 Lessees and Other Invitees**

Lessees, invitees, contractors, members, customers, and other persons entering the Property under rights derived from an Owner or Maintenance Association shall comply with all of the provisions of this Declaration, the Bylaws and rules and regulations adopted by the Association restricting or regulating the Owner's or Maintenance Association's use, improvement or enjoyment of such Lot and other areas within the Project. The Owner or Maintenance



Association shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the Owner or Maintenance Association.

**12.6 Covenants Run with the Land**

The Declaration contains covenants which run with the land and create equitable servitudes. The Declaration shall be binding upon and inure to the benefit of the Association, all parties who hereafter acquire any interest in or occupy a Lot or any part of the Project, their heirs, successors, assigns, grantees, devisees, personal representatives, guests, and invitees. Each Owner or Maintenance Association shall comply with the Governing Documents. All interests in the Lots shall be subject to the Governing Documents. Failure to comply shall be grounds for an action for damages or injunctive relief by the Association or a Member. By acquiring any interest in a Lot, each Owner or Maintenance Association agrees to be bound by the Governing Documents.

**12.7 Waiver, Precedent and Estoppel**

No restriction, condition, obligation or provision contained in this Declaration or rules and regulations adopted pursuant hereto shall be deemed to have been abrogated or waived by the Association or any Member by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur and any failure to enforce the same shall not be deemed to constitute precedent or estoppel impairing the right of the Association or Member as to any similar matter.

**12.8 Notice of Sale, Mortgage, Rental, or Lease**

Immediately upon the sale, mortgage, rental, or lease of any Lot, the Owner or Maintenance Association shall promptly inform the secretary or manager of the name and address of said grantee, vendee, mortgagee, lessee, or tenants.

**12.9 Taxes on Lots**

Each Owner or Maintenance Association will pay all taxes which may be assessed against him or his Lot.

**12.10 Service of Process**

The registered agent of the Association will be the Person named in the corporate records on file with the Utah State Department of Commerce.

If the corporate status of the Association expires, the president shall be the successor agent. The name and address of the president shall be kept with the Association's records at its principal place of business.

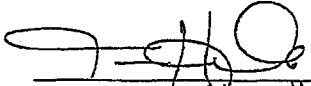
**12.11 Conflicts**

If the Declaration conflicts with the Community Association Act, the Community Association Act shall control. If the Declaration conflicts with the Master Plan, the Master Plan shall control. If the Declaration conflicts with the Bylaws, Articles, or rules, the Declaration shall control.

IN WITNESS WHEREOF, the Members representing 67% of the voting interests have caused this Declaration to be executed.

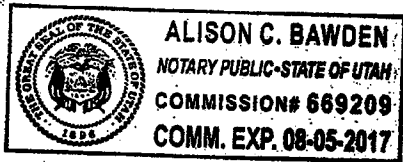
DATED: .

HARBOR POINT HOME OWNERS ASSOCIATION (Lot/Pad 1, 45.653%)

  
By: Tim Howells  
Its: President

STATE OF UTAH                    )  
  :SS.  
County of UTAH                    )

On this 26<sup>th</sup> day of MARCH, 2014, personally appeared before me  
TIM HOWELLS who being by me duly sworn, did say that they are the authorized  
agent of Harbor Point Home Owners Association authorized to execute this Declaration and did  
certify that this Declaration was approved by its board.



  
NOTARY PUBLIC

PLYMOUTH ROCK HOME OWNERS ASSOCIATION (Lot/Pad 7, 0.00%)

*[Signature]*  
By: President Trevor EBERHARD  
Its: President

STATE OF UTAH )  
 ) :ss.  
County of SALT LAKE )

On this 10 day of April, 2014, personally appeared before me Trevor Eberhard who being by me duly sworn, did say that they are the authorized agent of Plymouth Rock Home Owners, authorized to execute this Declaration and did certify that this Declaration was approved by its members.



*[Signature]*  
NOTARY PUBLIC

MTD ASSOCIATES, LC (Lot/Pad 4, 8.98%)

*[Signature]*  
By: Member  
Its: Member

STATE OF UTAH )  
 ) :ss.  
County of Salt Lake )

On this 13<sup>th</sup> day of March, 2014, personally appeared before me Paul Taggart who being by me duly sworn, did say that they are the authorized agent of MTD Associates, LC, authorized to execute this Declaration and did certify that these Bylaws were approved by its members.



*[Signature]*  
NOTARY PUBLIC

PILGRIMS LANDING, L.L.C. (Lot/Pad 5 & 8, 13.154%)

*Paul A. Taggart*

By: permission from Rich E. Cook Mgr.  
Its: Member

STATE OF UTAH )  
 )  
 ) :ss.  
County of Salt Lake )

On this 13<sup>th</sup> day of March, 2014, personally appeared before me Paul Taggart who being by me duly sworn, did say that they are the authorized agent of Pilgrims Landing, L.L.C., authorized to execute this Declaration and did certify that this Declaration was approved by its members.



*Karen Kadleck*  
NOTARY PUBLIC

**DAVENCOURT AT PILGRIMS LANDING HOMEOWNERS ASSOCIATION (Lot/Pad 3, 16.148%)**

By:  
Its: President

STATE OF UTAH                    )  
  :SS.  
County of                         )

On this \_\_\_\_ day of \_\_\_\_\_, 2014, personally appeared before me \_\_\_\_\_ who being by me duly sworn, did say that they are the authorized agent of Davencourt at Pilgrims Landing Homeowners Association authorized to execute this Declaration and did certify that this Declaration was approved by its board.

\_\_\_\_\_  
NOTARY PUBLIC

**PLYMOUTH ROCK HOME OWNERS ASSOCIATION (Lot/Pad 7, 0.00%)**

By:  
Its: President

STATE OF UTAH                    )  
  :SS.  
County of                         )

On this \_\_\_\_ day of \_\_\_\_\_, 2014, personally appeared before me \_\_\_\_\_ who being by me duly sworn, did say that they are the authorized agent of Plymouth Rock Home Owners, authorized to execute this Declaration and did certify that this Declaration was approved by its members.

\_\_\_\_\_  
NOTARY PUBLIC

## **EXHIBIT A LEGAL DESCRIPTION**

ALL LOTS IN THE KAUFMAN AND BROAD AT PILGRIMS LANDING PLAT ONE THEREOF,  
RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE.

Parcel Nos.: 44:124:0001 through 44:124:0062 and 44:124:0064

ALL LOTS IN THE KAUFMAN AND BROAD AT PILGRIMS LANDING PLAT TWO THEREOF,  
RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE.

Parcel Nos.: 44:126:0066 through 44:126:0140 and 44:126:0500

ALL LOTS IN THE KAUFMAN AND BROAD AT PILGRIMS LANDING PLAT FOUR THEREOF,  
RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE.

Parcel Nos.: 44:156:0210 through 44:156:0253

ALL LOTS IN THE KAUFMAN AND BROAD AT PILGRIMS LANDING PLAT THREE THEREOF,  
RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE.

Parcel Nos.: 44:157:0133 through 44:157:0212

ALL LOTS IN THE PILGRIM'S LANDING AT THANKSGIVING POINT THEREOF, RECORDED IN THE  
UTAH COUNTY RECORDER'S OFFICE.

Parcel Nos.: 49:695:0001 and 58:002:0173

ALL LOTS IN THE DAVENCOURT AT PILGRIMS LANDING PLAT ONE THEREOF, RECORDED IN THE  
UTAH COUNTY RECORDER'S OFFICE.

Parcel Nos.: 37:131:0001 through 37:131:0017

ALL LOTS IN THE DAVENCOURT AT PILGRIMS LANDING PLAT TWO THEREOF, RECORDED IN THE  
UTAH COUNTY RECORDER'S OFFICE.

Parcel Nos.: 37:137:0017 through 37:137:0029

ALL LOTS IN THE DAVENCOURT AT PILGRIMS LANDING PLAT THREE THEREOF, RECORDED IN  
THE UTAH COUNTY RECORDER'S OFFICE.

Parcel Nos.: 37:140:0029 through 37:140:0040 and 37:140:0146

ALL LOTS IN THE DAVENCOURT AT PILGRIMS LANDING PLAT FOUR THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE.

Parcel Nos.: 37:143:0041 through 37:143:0056 and 37:143:0148

ALL LOTS IN THE DAVENCOURT AT PILGRIMS LANDING PLAT FIVE THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE.

Parcel Nos.: 37:147:0057 THROUGH 37:147:0075 AND 37:147:0150

ALL LOTS IN THE DAVENCOURT AT PILGRIMS LANDING PLAT SIX THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE.

Parcel Nos.: 37:149:0076 through 37:149:0090 and 37:149:0152

ALL LOTS IN THE DAVENCOURT AT PILGRIMS LANDING PLAT SEVEN THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE.

Parcel Nos.: 37:150:0091 through 37:150:0102 and 37:150:0154

ALL LOTS IN THE DAVENCOURT AT PILGRIMS LANDING PLAT EIGHT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE.

Parcel Nos.: 37:153:0103 through 37:153:0123 and 37:153:0156

ALL LOTS IN THE DAVENCOURT AT PILGRIMS LANDING PLAT NINE THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE.

Parcel Nos.: 37:154:0124 THROUGH 37:154:0133 and 37:154:0158

ALL LOTS IN THE DAVENCOURT AT PILGRIMS LANDING PLAT TEN THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE.

Parcel Nos.: 37:155:0134 through 37:155:0145 and 37:155:0160

ALL LOTS IN THE PILGRIM'S LANDING AT THANKSGIVING POINT PLAT TWO THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE.

Parcel Nos.: 49:406:0001 through 49:406:0002

ALL LOTS IN THE PILGRIMS LANDING, PLAT NINE THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE.

Parcel Nos.: 49:698:0001, 49:698:0004

ALL LOTS IN THE PILGRIMS LANDING PLAT 6 THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE.

Parcel Nos.: 49:678:0002 THROUGH 49:678:0005

ALL LOTS IN THE PLAT ONE, PILGRIMS LANDING AT THANKSGIVING PT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE.

Parcel No.: 49:331:0006

ALL LOTS IN THE

ALL LOTS IN THE PLYMOUTH ROCK AT PILGRIMS LANDING PUD PLAT ONE THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE.

Parcel Nos.: 49:414:0001 through 49:414:0099

ALL LOTS IN THE PILGRIMS LANDING PLAT FIVE THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE.

Parcel Nos.: 49:488:0002 and 49:488:0003



## **Exhibit B**

### **Bylaws of Pilgrims Landing Master Association**

## **1 BYLAW APPLICABILITY/DEFINITIONS**

### **1.1 Definitions**

The capitalized terms used in the Bylaws shall have the same meaning given to them in the Declaration, unless otherwise specifically stated.

### **1.2 Bylaw Applicability**

The provisions of these Bylaws are binding upon the Association and the Members. All present and future Members shall be subject to these Bylaws, as amended from time to time. Acquisition of any Lot constitutes an acknowledgment that the Member has agreed to and ratified these Bylaws and will comply with them.

## **2 ASSOCIATION**

### **2.1 Composition**

All of the Members acting as a group in accordance with the Governing Documents shall constitute the Association. Except for matters specifically reserved for a vote of the Members, the Board, on behalf of the Members, shall administer the Association's affairs.

### **2.2 Annual Meeting**

Annual meetings shall be held once a year. The Board shall determine the date, time, and place of the annual meeting. The Association shall send notice of annual meetings at least 10 days but not more than 60 days in advance of the meeting. At the annual meeting the Association shall conduct the following business in any order the Board sees fit:

- 2.2.1 Roll call and verification of quorum;
- 2.2.2 Approval of minutes from preceding annual meeting;
- 2.2.3 Reports of officers;
- 2.2.4 Special committee reports;
- 2.2.5 Election of Directors;
- 2.2.6 Review of reserve analysis;
- 2.2.7 Unfinished business from preceding annual meeting; and
- 2.2.8 New business.

### **2.3 Special Meeting**

Special meetings may be held at any time for any purpose. A special meeting may be called by a majority of the Directors or upon petition of at least 20% of the Members. The Association shall schedule and send notice of a special meeting within 30 days of request. The notice of a special meeting shall state the date, time, place, and purpose of the meeting. The Association shall

send notice of a special meeting at least 10 days in advance of the meeting. No business may be transacted at a special meeting except as stated in the notice.

#### **2.4 Place of Meeting**

Meetings shall be held at a place designated by the Board and stated in the notice of meeting. Meetings shall be held in Utah County.

#### **2.5 Conduct of Meeting**

The President shall preside over all meeting of the Association. The Secretary shall keep the minutes of the meeting and take record of all resolutions adopted at the meeting.

#### **2.6 Quorum**

A quorum shall be the Members present in person or by proxy at a meeting.

#### **2.7 Voting**

The Members shall have a vote equal to their Membership Interest as described in the Declaration.

If a Lot is owned by more than one Person and multiple Owners are present at a meeting, the vote appertaining to that Lot shall be cast by agreement of a majority of the Owners. If a Lot is owned by more than one Person and a single Owner is present at a meeting, the vote appertaining to that Lot shall be cast by the Owner present. The Association may conclusively presume the consent of all a Lot's Owners when a vote is cast by a Lot with multiple Owners.

Except where a greater number is required by the Governing Documents or the Nonprofit Act and elections of Directors, any decision requiring Member consent shall be passed by majority vote of a quorum.

#### **2.8 Proxies**

A Member may vote or otherwise act by proxy. A Member may appoint a proxy by signing a proxy appointment form. The proxy appointment form may be submitted to the Association in person, by mail, or electronically. The proxy appointment form must name a proxy, be dated, and signed by the Member. Any proxy appointment form that does not contain a proxies name, date, or signature shall be void. A proxy appointment form is valid until revoked by the Member's attendance at a meeting, a signed and dated revocation delivered to the Association, a subsequent proxy appointment, notice of death or incapacity of the Member, or the passage of 11 months.

#### **2.9 Mail-in Ballots**

Any action requiring a vote of the Members, except election of Directors, may be taken by mail-in ballots. Action by mail-in ballot shall comply with the procedures set forth in Nonprofit Act Section 16-6a-709, as amended from time to time. A combination of mail-in ballots, ballots collected electronically, and ballots cast in person may be used.

#### **2.10 Written Consent in Lieu of Vote**

Any action requiring a vote of the Members, except election of Directors, may be taken by written consent. Action by written consent shall comply with the procedures set forth in Nonprofit Act Section 16-6a-707, as amended from time to time. Written consents may be collected electronically.

**2.11 Record Date**

The record date for determining which people are entitled to vote shall be the date notice of the meeting or action is sent. The Board may change the record date prior to sending notice of the action. The Members shown on the records of the Association on the record date shall be the people entitled to vote on an action.

**3 BOARD OF DIRECTORS****3.1 Number and Qualification of Directors**

There shall be three Directors. Directors must either be a director, managing agent, officer, member, or appointee of a Maintenance Association or an Owner. To be eligible to nominate a candidate for Director a Maintenance Association or Owner must be current on all assessments.

**3.2 Selection and Term of Directors**

Directors shall be elected by the Members. Directors shall serve for a term of two years and shall serve until their successors have been elected. Directors' terms shall be staggered with three Directors being elected in odd years and two Directors being elected in even years. If the Directors terms become un-staggered or the Association is unaware of which Director is serving which term, the terms of the Directors shall be determined by vote of the Directors. Directors shall serve until their successor has been elected and qualified. There is no limit on the number of terms a Director may serve.

**3.3 Vacancies**

Director vacancies, for any reason other than removal by vote of the Association, shall be filled by vote of a majority of the remaining Directors. The Board shall conduct a special meeting for the purpose of filling the vacancy. The meeting shall be valid even if a quorum is not present. Each replacement Director shall serve until the next annual Members' meeting, then the vacancy shall be filled by vote of the Members. The replacement Director elected by the Members shall serve the remaining term of the replaced Director.

**3.4 Removal of Directors**

A Director may be removed with or without cause by vote of a majority of a quorum of Members. If the Members propose to remove a Director, the Association shall give the Director and Members at least 15 day written notice of the meeting and the purpose of the meeting. The Director shall be given an opportunity to be heard at the meeting prior to the vote to remove him. At any meeting where a Director is removed by the Members, the Members must vote to replace the Director. The replacement will serve the remaining term of the removed Director.

Any Director who allows his assessments to become more than 90 days past due may be removed and replaced by vote of a majority of the Board. The Board shall give the Director 10 day written notice to cure the default prior to voting to remove the Director.

**3.5 Organization Meeting**

The Directors shall hold a meeting following the annual Members meeting for the purpose of electing officers. Notice of the organization meeting shall be given verbally at the annual meeting. The organization meeting shall be conducted at the next regular meeting of the Board or may be conducted at a special meeting.

**3.6 Regular Meetings**

The Board shall hold regular meetings. The Board shall determine frequency, times, and locations of regular meetings. However, the Board shall conduct at least two regular meetings per year. Notice of regular meetings shall be given to each Director at least three days prior to the meeting.

### **3.7 Special Meetings**

A Director may call a special meeting of the Board. Notice shall be given at least three days prior to the meeting. Notice shall state the time, place, and purpose of the meeting.

### **3.8 Conduct of Meetings**

The President shall preside over all meetings of the Board. The Secretary shall take minutes of the Board meetings and shall make record of all resolutions.

### **3.9 Quorum**

A majority of the Board shall constitute a quorum. A quorum shall be required to conduct business at a meeting. If less than a quorum is present at a meeting, the majority of those present may adjourn the meeting until such time as a quorum is present. Once established, a quorum will be present even if Directors leave. Directors may attend a meeting telephonically.

### **3.10 Notice and Waiver of Meeting Notice**

Notice to Directors may be personally delivered, mailed, or delivered by any available electronic mean, including, without limitation: text, email, fax, or posting on the website. Directors may waive notice of meetings in writing. A waiver shall be deemed equivalent to notice. Attendance of a Director at a meeting will be considered a waiver of notice, unless the Director attends to dispute notice. If all Directors are present at a meeting, notice of the meeting is waived and any business may be conducted.

### **3.11 Action without Meeting**

Any action by the Board may be taken without a meeting if all the Directors submit a written vote either for, against, or abstaining from the action. Written votes may be given in person, by mail, or electronically. The Association shall file the written votes with its record of minutes.

### **3.12 Powers and Duties**

The Board shall manage the affairs and business of the Association. The Board is vested with all power and authority necessary to administer the affairs of the Association in accordance with the Governing Documents. The Board may do any act required or allowed by the Governing Documents, the Community Association Act, the Nonprofit Act, or any other rule of law.

Subject to the limitations contained in the Declaration, Bylaws, or Community Association Act, the Board shall have the following authority:

3.12.1 Prepare an annual budget and establish what constitutes a Common Expense;

3.12.2 Adopt and amend rules, regulations, policies, and procedures governing the Common Areas, administration of the Association, and to enforce and interpret the Governing Documents;

3.12.3 Delegate authority to a managing agent to act on behalf of the Association;

3.12.4 Provide for the maintenance, repair, and replacement of the Common Areas;

3.12.5 Hire, contract for, and terminate personnel or contractors necessary for the maintenance repair and replacement of the Common Areas, and administration of Association business. Provide for the compensation of personnel. Purchase supplies, equipment, and materials for use in the Association;

3.12.6 Open and maintain bank accounts on behalf of the Association. Designate authorized signers for the bank accounts;

3.12.7 File lawsuits or initiate other legal proceedings on behalf of the Association;

3.12.8 Defend lawsuits, administrative actions, and other legal proceedings against the Association;

3.12.9 Pay costs of any services rendered to the Project or multiple Members, but not billed to the Members individually;

3.12.10 Keep books with detailed accounts of the receipts and expenditures of the Association. Make the books available to the Members as required by the Community Association Act and Nonprofit Act. The books shall be kept in accordance with generally accepted accounting practices. Upon resolution by the Board, retain an independent auditor to audit the books;

3.12.11 Grant easements, licenses, or permission over, under, and through the Common Areas;

3.12.12 Upon approval by 67% of the Membership Interests, to convey Common Areas;

3.12.13 Create committees;

3.12.14 Any other act allowed or required by the Governing Documents, the Community Association Act, or the Nonprofit Act;

3.12.15 Any act allowed or required to be done in the name of the Association.

### **3.13 Manager**

The Board shall employ a manager to perform such duties and services as the Board shall authorize. The Board may delegate to the manager all powers granted to the Board and officers by the Governing Documents. However, the manager must obtain the Board's written consent to exercise the powers listed in Bylaw Sections 3.12.2, 3.12.6, 3.12.7, 3.12.8, 3.12.11, 3.12.12.

### **3.14 Compensation**

Directors shall not be compensated for their work. However, Directors may seek reimbursement for actual costs and mileage incurred during their service.

### **3.15 Limitation of Liability**

The Directors shall not be liable to the Members for any mistake of judgment, negligence, or other errors, unless it was by willful misconduct or criminal conduct. The Association shall indemnify and hold the Directors harmless against liability to third parties for actions taken on behalf of the Association, while acting in their capacity as Director, unless the action constitutes willful misconduct or criminal conduct.

## **4 OFFICERS**

**4.1 Election and Term of Officers**

The Board shall elect the officers of the Association. Officers shall be elected from the Directors. Officers shall serve one-year terms and shall serve until their successor is elected.

**4.2 Removal of Officers**

The Board may remove any officer with or without cause by affirmative vote of a majority of a quorum of the Board. If an officer is removed, the Board shall replace them.

**4.3 Offices**

The Association officers shall be president, secretary, and treasurer. The Board may appoint assistant officers, who need not be Directors, as it may deem necessary. Except for the president, the same person may hold two offices.

**4.3.1 President**

The president shall be the chief executive officer. He shall preside at meetings of the Association and the Board. He shall be an unofficial member of all committees. He shall have general and active management of Association business. He shall see that all resolutions and policies of the Association are executed.

**4.3.2 Secretary**

The secretary shall attend all meetings and take minutes thereof. He shall also make record of all resolutions, rule, policies, and procedures. He shall give or cause to be given notice of all meetings. He shall compile or cause to be compiled a complete list of the Members and their contact information.

**4.3.3 Treasurer**

The treasurer shall oversee the finances of the Association. He shall be responsible to ensure that the Association has full and accurate records of income and expenses. He shall give financial reports at regular Board meetings and the annual Members' meeting.

**4.4 Delegation of Duties**

The Association officers may delegate any of their duties to a manager or to committee. However, the officers shall be responsible to oversee and ensure that the duties so delegated are being properly discharged.

**4.5 Compensation**

Officers shall not be compensated for their work. However, officers may seek reimbursement for actual costs and mileage incurred during their service.

**5 NOTICE****5.1 Manner of Notice**

All notices and other communications required under the Governing Documents shall be in writing.

5.1.1 Notices to Members may be delivered using the following methods:

5.1.1.1 By professional courier service or First-class U.S. mail, postage prepaid, to the address of the Lot or to any other address designated by the Member in writing to the Association;

5.1.1.2 By hand to the address of the Lot or to any other address designated by the Member in writing to the Association;

5.1.1.3 By posting on the Association website; or

5.1.1.4 By facsimile, electronic mail, or any other electronic means to an Member's number or address as designated by the Member in writing to the Association or used by the Member to correspond with the Association.

5.1.2 Notice to the Association may be delivered using the following methods:

5.1.2.1 By professional courier service or First-class U.S. mail, postage prepaid, to the principal office of the Association as designated in writing to the Members; or

5.1.2.2 By facsimile, electronic mail, or any other electronic means to the Associations official electronic contact as designated in writing to the Members.

5.1.2.3 Notices sent via courier or mail shall be deemed received 3 days after being sent. Notices hand delivered or sent via electronic means shall be deemed received upon delivery or being sent.

## **5.2 Waiver of Notice**

Whenever any notice is required under the Governing Documents, the Community Association Act, or the Nonprofit Act, a Member may waive notice in writing. The waiver may be signed before or after the time for notice. A waiver of notice shall be equivalent to notice.

## **6 FINANCES**

### **6.1 Fiscal Year**

The fiscal year of the Association shall be the calendar year.

### **6.2 Checks, Agreements, Contracts**

All checks, contracts, deeds, leases, and other instruments used for expenditures or obligations may be executed by any person authorized by the Board.

### **6.3 Availability of Records**

Association financial records shall be available as provided by the Community Association Act and Nonprofit Act.

## **7 AMENDMENT TO BYLAWS**

### **7.1 Amendments**

These Bylaws may be amended by the Board, unless it would result in changing the rights, privileges, preferences, restrictions, or conditions of a membership class as to voting, dissolution, redemption, or transfer by changing the rights, privileges, preferences, restrictions, or conditions of another class. These Bylaws may also be amended by a majority vote of a quorum of the Members.

### **7.2 Recording**

Any amendment to these Bylaws shall become effective on the date it is recorded in the Utah County Recorder's Office.

## **8 MISCELLANEOUS**

**8.1 Office**

The principal office of the Association shall be located at any place within the State of Utah which may be designated from time to time by the Board.

**8.2 Conflicts**

The Bylaws are subordinate to any conflicting provisions in the Community Association Act, the Nonprofit Act, the Articles, the Master Plan, or the Declaration. The Bylaws are superior to the rules, regulations, and policies of the Association.

**8.3 Severability**

If any provision of these Bylaws is held by a court of law to be invalid, the validity of the remainder of these Bylaws shall not be affected.

**8.4 Waiver**

No provision of these Bylaws shall be deemed to be waived because of a failure to enforce the provision.

**8.5 Captions**

The captions contained in these Bylaws are for convenience only. The captions shall not be used to interpret, limit, or enlarge the provisions of these Bylaws.

**8.6 Gender, etc.**

Whenever the context so requires, the singular shall include the plural and vice versa. The use of any gender shall include all genders.

IN WITNESS WHEREOF, the members representing 67% of the voting interests have caused these Bylaws to be executed.

DATED:

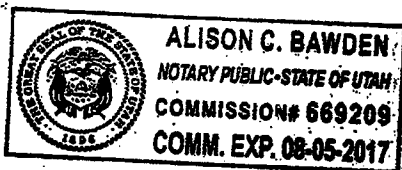


HARBOR POINT HOME OWNERS ASSOCIATION (Lot/Pad 1, 45.653%)

[Signature]  
By: Tim Howells  
Its: President

STATE OF UTAH )  
:SS.  
County of UTAH )

On this 26<sup>th</sup> day of MARCH, 2014, personally appeared before me  
TIM HOWELLS who being by me duly sworn, did say that they are the authorized  
agent of Harbor Point Home Owners Association authorized to execute this Declaration and did  
certify that this Declaration was approved by its board.



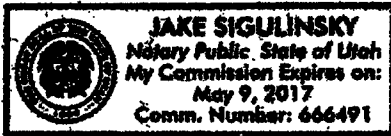
[Signature]  
NOTARY PUBLIC

PLYMOUTH ROCK HOME OWNERS ASSOCIATION (Lot/Pad 7, 0.00%)

  
By: TAEJAN EBERHARD  
Its: President


STATE OF UTAH )  
 )  
 ) :ss.  
County of SALT LAKE )

On this 10 day of April, 2014, personally appeared before me Trevor Eberhard who being by me duly sworn, did say that they are the authorized agent of Plymouth Rock Home Owners, authorized to execute this Declaration and did certify that this Declaration was approved by its members.



  
NOTARY PUBLIC


MTD ASSOCIATES, LC (Lot/Pad 4, 8.98%)

  
By: Paul Taggart  
Its: Member

STATE OF UTAH )  
 )  
 ) :ss.  
County of Salt Lake )

On this 13<sup>th</sup> day of March, 2014, personally appeared before me Paul Taggart who being by me duly sworn, did say that they are the authorized agent of MTD Associates, LC, authorized to execute this Declaration and did certify that these Bylaws were approved by its members.



  
NOTARY PUBLIC

PILGRIMS LANDING, L.L.C. (Lot/Pad 5 & 8, 13.154%)

*Paul A. Taggart*

By: permission from Rich E. Cook Mgr.  
Its: Member

STATE OF UTAH )  
 )  
:ss.  
County of Salt Lake )

On this 13<sup>th</sup> day of March, 2014, personally appeared before me Paul Taggart who being by me duly sworn, did say that they are the authorized agent of Pilgrims Landing, L.L.C., authorized to execute this Declaration and did certify that this Declaration was approved by its members.



*Karen Kadleck*  
NOTARY PUBLIC