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**2019 AMENDMENT**

**TO THE**

**ENABLING DECLARATION**

**OF**

**COVENANTS, CONDITIONS AND**

**RESTRICTIONS**

**OF**

**JON'S PARK SUBDIVISION**

*12-803-0101 → 0116*  
*12-837-0201 → 0212*

April 2019

**2019 AMENDMENT  
TO THE  
ENABLING DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
JON'S PARK SUBDIVISION**

This 2019 Amendment to the Enabling Declaration of Covenants, Conditions and Restrictions of Jon's Park Subdivision ("Amendment") is made and executed on the date shown below by the Owner's of Lots within the Jon's Park Subdivision Project ("Project"), who are all members of the Jon's Park Homeowners' Association ("Association").

**RECITALS**

WHEREAS, the Project is governed by the Enabling Declaration of Covenants, Conditions and Restrictions of Jon's Park Subdivision Phase 1 ("Declaration"), which was recorded in the office of the Davis County Recorder on August 7, 2014, as entry number 2817027; and

WHEREAS, the Declaration was amended by the Amendment to the Declaration of Covenants, Conditions, and Restrictions of Jon's Park Subdivision Phase 1, which was recorded in the office of the Davis County Recorder on October 6, 2015, as entry number 2897275; and

WHEREAS, the Owners of Lots within the Project desire to adopt the following Amendment and record the same against the real property located in Davis County, Utah, known as Phase 1 of the Jon's Park Subdivision and more fully described on Exhibit "A" attached hereto; and

WHEREAS, despite the fact that the Declaration references and refers to Association Bylaws no Bylaws have been adopted by the Association, and the members of the Association now desire to rectify that inconsistency by adopting Bylaws that will govern the Association; and

WHEREAS, the Management Committee has observed and determined that over the years an excessive amount of time and expense has been incurred by the Association in connection with the transfer of a unit within the Association from an existing owner to a new owner. Mortgage companies, real estate agents, lenders and underwriters require various forms to be filled out, completed and signed by the Association for the benefit of the parties buying and selling Lots within the Project; and

WHEREAS, the Management Committee and members of the Association have determined that a Reinvestment Fee would be appropriate and is needed for the use and improvement of the Association's common areas and is required to benefit the common area property appurtenant to the

Lots described in Exhibit A, attached hereto; and

WHEREAS, to offset the additional cost borne by the Association in connection with the upkeep and maintenance of the common area, the members of the Association have determined that a new purchaser of a lot within the Association shall be assessed a non-refundable Reinvestment Fee of not more .5% of the value of the lot being sold; and

NOW THEREFORE, to accomplish the Lots Owners' objectives, this Amendment is adopted. If there is any conflict between this Amendment and any provision in the Declaration, or any other amendment to the Declaration, this Amendment shall prevail. This Amendment shall become effective upon recording. The words defined in Article I of the Declaration shall have the same meaning when used herein unless the context clearly requires a different meaning. The Declaration is amended as follows:

### **ARTICLE I BYLAWS**

- 1.1 **Adoption of Bylaws.** The Lot Owners hereby agree to adopt the the Bylaws attached to this Amendment as Exhibit "B", which Bylaws shall constitute equitable servitudes that shall run with the real property described in Exhibit "A".

### **ARTICLE II REINVESTMENT FEE**

The statements contained in the above Recitals are hereby incorporated herein. The words defined in the Declaration shall have the same meaning when used herein unless the context clearly requires a different meaning.

- 2.1 **Adoption of Reinvestment Fee.** The Association hereby adopts a Reinvestment Fee. The amount of the Reinvestment Fee shall not exceed .5% of the value of the unit being sold. The Reinvestment Fee shall be paid by the purchaser of a unit whenever a unit is sold, transferred or conveyed to a new owner.
- 2.2 **Reinvestment Fee Amount.** The Reinvestment Fee shall initially be in the amount of \$299.00. By written resolution, the Management Committee is authorized to increase or decrease the amount of the Reinvestment Fee, but in no event shall the Reinvestment Fee exceed the amount of .5% of the value of the unit being transferred.
- 2.3 **Increase.** If the Management Committee determines that an increase in the amount of the Reinvestment Fee is justified, it shall file for record in the office of the Davis County Recorder an amendment to this 2019 Amendment, in the form of a Management Committee Resolution, setting forth the amount of the new Reinvestment Fee.
- 2.4 **Binding Fee.** The Reinvestment Fee and the covenant to pay the Reinvestment Fee runs with the property described in Exhibit A, and is intended to bind successors in interest and assigns

of the real property described in Exhibit A, attached hereto.

- 2.5 **No Additional Reinvestment Fees.** The existence of this Reinvestment Fee precludes the imposition of an additional Reinvestment Fee on the property described in Exhibit A, attached hereto.
- 2.6 **Duration.** The duration of the Reinvestment Fee covenant is for a period of 50 years.
- 2.7 **Purpose.** The purpose of the Reinvestment Fee required to be paid herein is for the use and improvement of the Association's common areas and facilities and is required to benefit the common area property appurtenant to the units described in Exhibit A, attached hereto.
- 2.8 **Exceptions.** The Reinvestment Fee shall not be enforced in the following circumstances or situations:
- (a) an involuntary transfer;
  - (b) a transfer that results from a court order;
  - (c) a bona fide transfer to a family member of the seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity;
  - (d) a transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution; or
  - (e) the transfer of burdened property by a financial institution, except, a financial institution shall be required to pay the Association's costs directly related to the transfer of the burdened property in an amount of \$250.

### **ARTICLE III DELINQUENT ASSESSMENTS**

- 3.1 **Collection Action.** In most circumstances the Association will initiate collection action against any Owner who is ninety (90) or more days delinquent in the payment of any Association assessment. However, if the Management Committee determines it is necessary to begin collection action at an earlier time to protect the Association, the Management Committee make take earlier action.

### **ARTICLE IV MANAGEMENT COMMITTEE COMPENSATION**

- 4.1 **Management Committee Compensation.** Members of the Management Committee may be compensated in an amount of the Association's monthly assessment for each Owner. Management Committee members may not be compensated in an amount greater than each owner's monthly assessment, although Management Committee members shall be

reimbursed for all expenses reasonably incurred in connection with Management Committee business and approved by the Management Committee.

- 4.2 **Other Services.** Nothing in this Article IV shall prohibit the Management from entering into a written contract with a member of the Management Committee and compensating a member of the Management Committee for additional services provided to the Association (such as accounting, bookkeeping, etc.) that could normally be done by independent contractors.

## **ARTICLE V RULES AND FINES**

- 5.1 **Rule Adoption.** As authorized in § 57-8a of the Utah Community Association Act, the Management Committee is authorized to adopt policies and/or rules and regulations governing the use and maintenance of the Project and to amend such policies and/or rules and regulations by a vote of the Management Committee.
- 5.2 **Fines.** As authorized in § 57-8a of the Utah Community Association Act, the Association is also permitted to assess fines against owners who violate the Association's governing documents. The Management Committee must give notice to an owner and follow the other requirements outlined in U.C.A. § 57-8a-208 before assessing a fine against any Owner.
- 5.3 **Initial Rules and Fine Schedule.** The initial rules and fine schedule for the Association are contained in the attached Exhibit "C". The Management Committee may amend and alter the rules and fine schedule contained in the attached Exhibit "C" without amending the Declaration or this Amendment, so long as the Management Committee follows the process described in U.C.A. § 57-8a-217.

## **ARTICLE VI REPEAL OF CONFLICTING LANGUAGE**

- 6.1 **Repeal.** If there is any conflict between any language in this Amendment and any language in the Declaration, the provisions in this Amendment shall control. Any language in the Declaration that is contrary to this amendment is hereby repealed.

[Certification on Next Page]

**CERTIFICATION**

It is hereby certified that Lot Owners holding more than 67% of the undivided ownership interest in the common areas and facilities have voted to approve these amendments.

IN WITNESS WHEREOF, we have affixed our signatures this 10 day of December, 2019.

By *Danielle Wiemer*  
\_\_\_\_\_  
President  
*Danielle Wiemer*

STATE OF UTAH        )  
                                  :SS  
COUNTY OF DAVIS    )

On this 10 day of December, 2019, personally appeared before me DANIELLE WIEMER who, being by me duly sworn, did say that (s)he is President of the Jon's Park Homeowner's Association Management Committee and that the within and foregoing instrument was signed in behalf of said Management Committee, and (s)he duly acknowledged to me she executed the same.



*[Signature]*  
\_\_\_\_\_  
Notary Public



**Exhibit "B"**

**BYLAWS**



# BYLAWS

## FOR

### JON'S PARK HOMEOWNER'S ASSOCIATION

The following are adopted as the administrative Bylaws of Jon's Park Homeowner's Association ("Jon's Park").

#### ARTICLE I LOT OWNERSHIP AND INCORPORATION

- 1.1 **Submission.** These Bylaws are adopted by the Owners of Lots in The Jon's Park Subdivision. These Bylaws shall govern the administration of Jon's Park Homeowner's Association.
- 1.2 **Definitions.** The words defined in Article I of the Enabling Declaration of Covenants Conditions and Restrictions of Jon's Park Subdivision Phase 1 ("Declaration"), shall have the same meaning when used herein unless the context clearly requires another meaning.
- 1.3 **Conflict.** In the event of any conflict, incongruity or inconsistency between the provisions of these Bylaws and the provisions of the Declaration or any amendments thereto, these Bylaws shall in all instances govern and control.
- 1.4 **Bylaws Applicability.** All present and future Owners, residents, tenants, renters, lessees, and their guests, licensees, invitees, servants, agents or employees, and any other person or persons who shall be permitted at Jon's Park shall be subject to and abide by these Bylaws.

#### ARTICLE II ASSOCIATION

- 2.1 **Composition.** The Association of Owners is a mandatory association consisting of all Owners at Jon's Park.
- 2.2 **Voting.** Each Owner shall have an equal number of votes.
- 2.3 **Place of Meeting.** Meetings of the Association shall be held at the principal office of the Association or at such other suitable place as may be designated by the Management Committee from time to time and stated in the notice of meeting.

- 2.4 **Annual Meeting.** The annual meeting of the Lot Owners shall be held at a date as designated by the Management Committee and at a location in Davis County, Utah, chosen by the Management Committee and specified in the notice of the meeting. At least ten but not more than 30 days before the date of the annual meeting, notice of the meeting shall be given to each Owner. Such notice shall state the time, place, and general purpose of the meeting. The notice shall contain a proxy form whereby a Lot Owner may appoint a proxy to vote for them at the annual meeting.
- 2.5 **Special Meetings.** Special meetings of the Owners may be called by the President, by any two members of the Committee, or by Lot Owners cumulatively holding at least one-fourth of the undivided ownership interest in the Project. At least two but not more than 30 days before the date set for a special meeting, written notice thereof shall be given in the manner described in the immediately preceding Paragraph.
- 2.6 **Notification by Mail, Website and Email.** Any notice permitted or required to be delivered by the Management Committee or from the Association to the Owners may be delivered either personally, by U.S. mail, or by electronic means.
- (a) If notice is by mail, it shall be deemed to have been delivered 24 hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to each Owner at the address given by such person to the Management Committee for the purpose of service of such notice or to the Lot of such person if no address has been given. Such addresses may be changed by Owner from time to time by notice in writing to the Management Committee.
  - (b) If notice is by electronic means, any notice delivered by the Association to Owners under the provisions of the Declaration or these Bylaws may be sent by electronic means, including text message, email, or the Association's website. The Association shall maintain records of all notices sent to Members by electronic means, including the electronic address to which notice was sent. When a notice is sent electronically, the Association shall first compile a list of Owners' current electronic addresses (such as email or text messaging addresses or other types of well known electronic forms, such as Facebook) and the Association shall send notification of all Association meetings and business to the electronic address of the Owners. The Association secretary shall thereafter send an electronic notice, via email or a comparable electronic means, of all Association meetings and business to those Owners who do not object to electronic notification in this manner. A member may, by written demand, require the Association to provide notice to the Lot Owner by mail.
  - (c) If notice is by personal means, notice may be delivered to Owners by hand delivery directly to the Owner or a responsible occupant of an Owner's Dwelling, or by securely attaching a copy of the notice to the front entry door of the Owner's Dwelling.

- 2.7 **Waiver of Notice.** No notice of any Owner's meeting shall be required if a waiver of such notice is signed by all of the Owners. Whenever all the Owners meet in person or by proxy such meeting may not be challenged on grounds of inadequate notice.
- 2.8 **Voting Requirements.** An Owner shall be deemed to be in "good standing" and "entitled to vote" at any annual meeting or at any special meeting of the Association if, and only if, he shall be in full compliance with all of the terms, covenants, and conditions of this Declaration, any Association rules and the Bylaws, and shall have fully paid all Assessments due.
- 2.9 **Proxies.** The votes appertaining to any Lot may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Owner, or in cases where the Owner is more than one person, by or on behalf of all such persons. No such proxy shall be revocable except by actual written notice to the person presiding over the meeting, by the Owner or by any of such persons, that it be revoked. Any proxy shall be void if it is not dated, if it purports to be revocable without notice, or if it is not signed by a person having authority, at the time of the execution thereof, to execute deeds on behalf of that person. Unless it expressly states otherwise, a proxy shall terminate automatically upon the adjournment of the first meeting held on or after the date of that proxy. Each proxy must be filed with the Secretary of the Management Committee before the meeting. Only individual Owners or the legal representative of an Organizational Owner may be proxies.
- 2.10 **Quorum.** The presence of Owners in person or by proxy entitled to at least thirty-five percent (35%) of all the undivided ownership interest in the Project shall constitute a quorum for the transaction of business at any Owners meeting. In the event a quorum is not present at any Owners meeting, whether regular or special, the Management Committee shall choose a date for a rescheduled Owners meeting and the meeting may be adjourned. The rescheduled Owners meeting shall be set for a time no earlier than 48 hours and no later than 30 days after the time set for the original meeting. No other notice of such rescheduled meeting shall be required other than to announce the date, time and place of the rescheduled meeting before adjourning the original meeting. The presence of Owners entitled to cast 25% of all undivided ownership interest in the Project shall constitute a quorum at the rescheduled meeting. Notwithstanding the foregoing provisions of this Paragraph, however, in any case in which the Declaration required the affirmative vote of at least a specified percentage of the Project's undivided ownership interest for authorization or percentage of the Project's undivided ownership interest for approval of a matter, the presence in person or by proxy of Owners entitled to cast such percentage shall be necessary to constitute a quorum at any meeting (whether original or rescheduled) at which action on such matter is taken.
- 2.11 **Action Without a Meeting.** Any action that may be taken at a meeting of the Members may be taken without a meeting if authorized by a writing signed by all of the Members who would be entitled to vote at a meeting for such purpose and filed with the Secretary.

- 2.12 **Multiple Ownership.** The vote attributable to and exercisable in connection with a Lot shall be the percentage of undivided ownership interest, which is then appurtenant thereto. In the event there is more than one Owner of a particular Lot, the vote relating to such Lot shall be exercised as such Owners may determine among themselves. A vote cast at any meeting by any of such Owners shall be conclusively presumed to be the vote attributable to the Lot concerned unless an objection is immediately made by another Owner of the same Lot. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.
- 2.13 **Order of Business.** The order of business at all meetings of the Association shall be as follows:
- (a) roll call to determine quorum status;
  - (b) proof of notice of meeting;
  - (c) reading of minutes of preceding meeting;
  - (d) reports of officers;
  - (e) report of special Management Committees, if any;
  - (f) appointment of inspectors of election, if applicable;
  - (g) election of Management Committee Members, if applicable;
  - (h) unfinished business; and
  - (i) new business.
- 2.14 **Conduct of Meeting.** The President shall, or in his absence the Vice-president, preside over all meetings of the Association; the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted by the meeting as well as record of all transactions occurring thereat.

### ARTICLE III MANAGEMENT COMMITTEE

- 3.1 **Status and General Authority of Committee.** The Project shall be managed, operated, and maintained by the Management Committee on behalf of the Association. The Committee shall, in connection with its exercise of any of the powers delineated in the subparagraphs below, constitute a legal entity capable of dealing in its Committee name. No two people from the same household can serve on the Management Committee at the same time. The Management Committee shall have and is hereby granted the following authority and powers:
- (a) The Authority, without vote or consent of the Lot Owners, Mortgages, Insurers, or guarantors of Mortgages, or any other person(s) to grant or create, on such terms as it deem advisable, reasonable permits, licenses and easements over, under, across, through the Common Area and other purposes reasonably necessary or useful for the proper maintenance and operation of the Project.

- (b) The Authority to execute and record, on behalf of all the Lot Owners, any amendments to the Declaration or Record of Survey Map which has been approved by the vote and consent necessary to authorize such amendment.
  - (c) The power to sue and be sued.
  - (d) The authority to enter into contracts, which in any way concern the Project, so long as any vote or consent necessitated by the subject matter of the agreement, has been obtained.
  - (e) The power and authority to convey and transfer any interest in real property, so long as any vote or consent necessitated by the subject matter of the agreement has been obtained.
  - (f) The power and authority to purchase, otherwise acquire, and accept title to, any interest in real property, so long as such action, has been authorized by any vote or consent which is necessary under the circumstances.
  - (g) The authority to promulgate such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Committee in carrying out its functions or to insure that the project is maintained and used in a manner consistent with the interests of the Lot Owners.
  - (h) The power and authority to levy and collect general and special assessments for the payment of Common expenses as provided for in this Article.
  - (i) The power and authority to perform any other acts and to enter into any other transactions which may be reasonably necessary for the Management Committee to perform its functions on behalf of the Lot Owners.
  - (j) Any Instrument executed by the Management Committee that recites facts which, if true would establish the Committee's power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument.
- 3.2 **Composition of Management Committee.** The Management Committee shall be composed of three (3) members of the Association.
- 3.3 **Qualification.** Only individual Owners or officers or agents of organizational Owners other than individuals shall be eligible for Management Committee Membership. Only one Owner per Lot shall serve on the Management Committee at any given same time.

- 3.4 **Election and Term of Office of the Management Committee.** The term of office of membership on the Management Committee shall be two (2) years and each member shall serve on the Management Committee until such time as his successor is duly qualified and elected.
- 3.5 **Regular Meetings.** A regular meeting of the Committee shall be held within 10 days of each annual Owners meeting. Regular meetings of the Management Committee shall be held from time to time and at such time and place as shall be determined by a majority of the members of the Management Committee, but no less often than monthly. Either oral or written notice shall be given to each Committee member of the time and place of each regular Committee meeting at least three days prior to such meeting.
- 3.6 **Special Meetings** Special Committee meetings shall be held whenever called by the President or by any two members of the Committee. Reasonable effort should be made to give either oral or written notice of a special meeting to each Committee member at least three days (but in the event of emergency, 24 hrs) before the time fixed for the meeting. Adequate notice of a special meeting shall be deemed to have been given to a member if such effort is made, even though the member concerned does not actually receive notice. The propriety of holding any meeting which is attended by all Committee members may not be challenged on grounds of inadequate notice. A Quorum for the transaction of business at any Committee meeting shall consist of a majority of all the members then in office.
- 3.7 **Waiver of Notice.** Before or at any meeting of the Management Committee, any member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any such meeting of the Management Committee shall constitute a waiver of notice. If all the members are present at any meeting of the Management Committee, no notice shall be required and any business may be transacted at such meeting.
- 3.8 **Quorum.** At all meetings of the Management Committee, a majority of the members then in office shall constitute a quorum for the transaction of business, and the acts of the majority of all the Management Committee members present at a meeting at which a quorum is present shall be deemed to be the acts of the Management Committee.
- 3.9 **Vacancies.** Vacancies in the Management Committee caused by any reason other than removal of a member by a vote of the Association shall be filled by vote of the majority of the remaining members of the Management Committee at a special meeting of the Management Committee held for that purpose promptly after the occurrence of any such vacancy, even though the total members remaining may constitute less than a quorum of the Management Committee; and each person so elected shall be a member for the remainder of the term of the member so replaced. A vacancy created by the removal of a member by a vote of the members of the Association at a special meeting called for that purpose shall be filled by the election and vote of the members of the Association at said meeting.

- 3.10 **Removal of Management Committee Member.** A member may be removed, with or without cause, and his successor elected, at any duly called regular or special meeting of the Association at which a quorum of the Association is present, by an affirmative vote of a majority of the members of the Association. Any member whose removal has been proposed by the Owners shall be given at least thirty (30) days notice of the calling of the meeting and the purpose thereof and an opportunity to be heard at the meeting. Any Management Committee Member who misses twenty-five percent (25%) or more of the Management Committee Meetings in any twelve month period or who misses three (3) consecutive meetings in any calendar year, shall be automatically removed from the Management Committee.
- 3.11 **Compensation.** Officers, agents and employees shall receive such reasonable compensation for their services as authorized in the Declaration or any amendment to the Declaration.
- 3.12 **Conduct of Meetings.** The President shall preside over all meetings of the Management Committee and the Secretary shall keep a Minute Book of the Management Committee recording therein all resolutions adopted by the Management Committee and a record of all transactions and proceedings occurring at such meetings, subject to the following:
- (a) **Open Meetings.** A portion of each meeting of the Management Committee shall be open to all members of the Association, but members other than members of the Management Committee may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Management Committee. The Management Committee shall establish procedures, policies, and guidelines for conducting of its meetings, retiring to executive session, and prohibiting photographs and/or any electronic (video or audio) recordation of the meetings, or any part thereof.
  - (b) **Executive Session.** The Management Committee may, with approval of a majority of a quorum, adjourn a meeting and reconvene in an Executive Session to discuss and vote upon private, confidential, sensitive or personnel matters, litigation, and orders of business of a similar nature. The nature of any and all business to be considered in an Executive Session shall first be announced in open session.
  - (c) **Action Without a Formal Meeting.** Any action to be taken at a meeting of the Management Committee may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all members of the Management Committee.
- 3.13 **Report of Management Committee.** The Management Committee shall present at each annual meeting, and when called for by vote of the Association at any special meeting of the Association, a full and clear statement of the business and condition of the Association.
- 3.14 **Books, Audit.** The Management Committee shall cause to be maintained a full set of books

and records showing the financial condition of the affairs of the Association, in a manner consistent with generally accepted accounting principles, and at no greater than annual intervals shall obtain an independent audit of such books and records. A copy of each such audit shall be delivered to a Member within thirty (30) days after the completion of such audit, upon written request from said Member.

#### ARTICLE IV ELECTIONS

- 4.1 **Nominations.** Nominations for new members of the Management Committee may be received from members of the Association from the floor at the annual meeting of the members.
- 4.2 **Election.** At the annual meeting for the election of new Management Committee members, the Management Committee shall prepare and distribute a ballot to each Owner. Owners who do not attend the meeting may vote by proxy ballot or by written ballot. Each Lot is entitled to vote as provided in the Declaration and Bylaws. Voting need not be conducted by secret ballot.

#### ARTICLE V OFFICERS

- 5.1 **Designation.** The principal officers of the Association shall be a President, a Vice-president, a Secretary and a Treasurer, all of whom shall be elected by the Management Committee. The Management Committee may appoint assistant secretaries and such other officers as in its judgment may be necessary. All officers shall also be members of the Management Committee. Two or more offices may be held by the same person, except that the President shall not hold any other office.
- 5.2 **Election of Officers.** The officers of the Association shall be elected by the members of the Management Committee at their first meeting after the annual meeting of the Association. Any vacancy in an office shall be filled by the remaining members of the Management Committee at a regular meeting or special meeting called for such purpose.
- 5.3 **Removal of Officers.** The officers shall hold office until their respective successors are chosen and qualify in their stead. Any officer elected or appointed by the Management Committee may be removed at any time by the affirmative vote of a majority of the Management Committee, and his successor may be elected at any regular meeting of the Management Committee, or at any special meeting of the Management Committee called for such purposes.
- 5.4 **President.** The president shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Management Committee. He shall have all of the general powers and duties which are usually vested in the office of the President



of a corporation, including but not limited to the power to appoint committees from among the Members from time to time as he may, in his discretion decide is appropriate, to assist in the conduct of the affairs of the Association. The President shall, subject to the control of the Management Committee, have general supervision, direction and control of the business of the Association. The President shall be, ex officio, a member of all standing committees and he shall have such other powers and duties as may be prescribed by the Management Committee or these Bylaws.

- 5.5 **Vice-president.** The Vice President shall take the place of the President and perform his duties whenever the President shall be absent, disabled, refuses or is unable to act. If neither the President nor the Vice President is able to act, the Management Committee shall appoint some other member of the Management Committee to do so in an interim basis. The Vice President shall also perform such other duties as shall, from time to time, be imposed upon him by the Management Committee or these Bylaws or the Articles of Incorporation of the Association.
- 5.6 **Secretary.** The Secretary shall keep the minutes of all meetings of the Management Committee and the minutes of all meetings of the Association at the principal office of the Association, or at such other place as the Management Committee may order. The Secretary shall keep the seal of the Association in safe custody and shall have charge of such books and papers as the Management Committee may direct, and the Secretary shall, in general, perform all of the duties incident to the office of Secretary. The Secretary shall give, or cause to be given, notices of meetings of the Members of the Association and of the Management Committee required by these Bylaws or by law to be given. The Secretary shall maintain a book of record Owners listing the names and addresses of the Owners as furnished the Association, and such books shall be changed only at such time as satisfactory evidence of a change of ownership of a Lot is presented to the Secretary. The books and records of the Association shall be made available for inspection by the Secretary to Lot Owners at reasonable times during normal business hours unless otherwise agreed to. The Secretary shall perform such other duties as may be prescribed by the Management Committee.
- 5.7 **Treasurer.** The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping or causing to be kept full and accurate accounts, tax records and business transactions of the Association, including accounts of all assets, liabilities, receipts and disbursements in books belonging to the Association, including accounts of all assets, liabilities, receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may, from time to time, be designated by the Management Committee. The Treasurer shall co-sign all checks and promissory notes on behalf of the Association as may be ordered by the Management Committee, in accordance with the Declaration; shall render to the President and Management Committee, upon request, an account of all of his transactions as Treasurer and of the financial condition of the Association and shall have such other powers and perform

such other duties as may be prescribed by the Management Committee or by these Bylaws. Upon request of the Committee, he/she shall furnish it with a bond, in the amount specified by the Committee, conditioned upon the faithful performances of his duties. The offices of Secretary and Treasurer or of Vice-President and Treasurer may be held by the same Committee member. The Treasurer shall see that the financial books of the Association are audited annually by a certified public accountant.

#### **ARTICLE VI FISCAL YEAR**

- 6.1 The fiscal year of the Association shall be the calendar year consisting of the twelve month period commencing on January 1 of each year terminating on December 31 of the same year. The fiscal year herein established shall be subject to change by the Management Committee should it be deemed advisable or in the best interests of the Association.

#### **ARTICLE VII AMENDMENT TO BYLAWS**

- 7.1 **Amendments.** These Bylaws may be modified or amended either (i) by the affirmative vote of a majority of the members of the Association or (ii) pursuant to a written instrument of consent duly executed by a majority of the members of the Association provided all of the written consents are obtained within a ninety day period.

#### **ARTICLE VIII COMPLIANCE, CONFLICT, AND MISCELLANEOUS PROVISIONS**

- 8.1 **Compliance.** These Bylaws are set forth in compliance with the requirements of the Declaration.
- 8.2 **Conflict.** These Bylaws are subordinate to and are subject to all provisions of the Declaration, except in those cases where the provisions of the Bylaws are clearly intended to govern (administrative matters). All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the Declaration.
- 8.3 **Severability.** If any provisions of these Bylaws or any section, sentence, clause, phrase, or work, or the application thereof in any circumstance is held invalid, the validity of the remainder of these Bylaws shall not be affected thereby and to this end, the provisions hereof are declared to be severable.
- 8.4 **Waiver.** No restriction, condition, obligation, or provision of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.
- 8.5 **Captions.** The captions contained in these Bylaws are for convenience only and are not part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions

of these Bylaws.

- 8.6 **Construction.** Whenever in these Bylaws the context so requires, the singular number shall refer to the plural and the converse; the use of any gender shall be deemed to include both masculine and feminine, and the term "shall" is mandatory and "may" permissive.
- 8.7 **Effective.** These Bylaws shall be effective upon recording in the Office of the County Recorder of Davis County.

## EXHIBIT "C"

### AMOUNT OF FINE\*

| 1ST<br>Offense | 2ND<br>Offense<br>within<br>365 days | 3RD or<br>more<br>Offense<br>within<br>365<br>days | <b>RULE</b><br>(the following activities are prohibited)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|----------------|--------------------------------------|----------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| \$25           | \$35                                 | \$50                                               | <ul style="list-style-type: none"> <li>• Creating noise within a Lot, Building or in the common area that can be heard in another Lot or Building such that the noise is (1) offensive to the senses, (2) disruptive to the comfortable enjoyment and lifestyle of other residents, or (3) an obstruction to the free use of property so as to interfere with the comfortable enjoyment of life.</li> <li>• Permitting a pet to be outside an owners home without a leash.</li> <li>• Failing to clean up after pets that have defecated in the common area, on another Owner's Lot, or on any sidewalk.</li> <li>• Maintaining an animal on any Lot that can be heard from another Lot such that the sound or smell created by the animal is (1) offensive to the senses, (2) disruptive to the comfortable enjoyment and lifestyle of other residents, or (3) an obstruction to the free use of property so as to interfere with the comfortable enjoyment of life.</li> <li>• Leaving trash, garbage, or clutter on a residential building's doorstep or driveway, or otherwise maintaining the lot, driveway or doorstep in an unsightly, unclean, or unsanitary condition or so as to adversely affect the value or use of another lot.</li> </ul> |
| \$100          | \$125                                | \$150                                              | <ul style="list-style-type: none"> <li>• Failing to landscape the front yard of a home with grass, rocks, plants, or another type of landscaping approved, in writing, by the Management Committee (no fines shall be assessed between November and February for the violation of this rule).</li> <li>• Permitting weeds to grow higher than six (6) inches on any location within an Owner's front yard.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |