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GARY W. OTT

RECORDER, SALT LAKE COUNTY, UTAH

PEBBLECREEK SUB HMNRS ASSOC

PO BOX 2047

WEST JORDAN UT 84088

BY: EPM, DEPUTY - WI 25 P.

When recorded return to:

Pebblecreek Subdivision Homeowners' Association

P.O. Box 2047

West Jordan, Utah 84088



AMENDED

DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR RECREATIONAL AMENITIES IN THE

PEBBLECREEK SUBDIVISION

(TO INCLUDE PEBBLECREEK SUBDIVISION NOS. 1, 2, 3, 4 AND 5)

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AMENDED  
DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR RECREATIONAL AMENITIES IN THE  
PEBBLECREEK SUBDIVISION (NOS. 1, 2, 3, 4 AND 5)

THIS AMENDED DECLARATION made and executed this 5<sup>th</sup> day of June, 2007, by Pebblecreek Homeowners' Association (hereinafter referred to as "Declarants").

RECITALS:

A. Declarants are the recorded owners of those tracts of real property more particularly described in Article 2 of this Declaration.

B. Declarants desire to provide for the management, maintenance, upkeep, improvement and operation of the recreational amenities of the Property. To this end, and for benefit of the Property and of the Owners thereof, Declarants desire to subject the Property described in Article 2 of this Declaration and the various Lots now or hereafter contained within the entire tract hereinafter described to the covenants, restrictions, easements, charges and liens hereinafter set forth.

C. Declarants deem it desirable for the efficient maintenance and operation of the recreational amenities of the Property, to create an entity which possesses the power to maintain and operate the recreational amenities of the Property, to collect and disburse the assessments and charges hereinafter provided for, and otherwise to administer and enforce the provisions of this Declaration, caused or will cause to be incorporated under the laws of the State of Utah, as a nonprofit corporation, PEBBLECREEK SUBDIVISION HOMEOWNERS' ASSOCIATION.

NOW, THEREFORE, Declarants hereby covenant, agree and declare that all of the Property described in Article 2 hereof shall be held, transferred, sold, conveyed, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, obligations, and lien hereinafter set forth.

**1. DEFINITIONS**

1.1 **Association** shall mean and refer to the PEBBLECREEK SUBDIVISION HOMEOWNERS' ASSOCIATION, a Utah nonprofit corporation.

1.2 **Board** shall mean and refer to the Board of Trustees of the Association as duly elected in accordance with the terms and conditions of this Declaration, the Nonprofit Corporation Act, the Articles of Incorporation, and Bylaws of the Association.

1.3 **Bylaws** shall mean and refer to the Bylaws of the Association attached hereto and to which each Member of the Association and any guests, tenants, residents, and all other persons using the Recreational Amenities shall be subject to and bound by.

1.4 **Declaration** shall mean and refer to this Amended Declaration of Covenants, Conditions and Restrictions.

1.5 **Development** shall at any point in time mean, refer to, and consist of the Subdivisions then in existence.

1.6 **Governing Documents** shall mean and refer to the Declaration, Bylaws, Rules, and Articles of Incorporation.

1.7 **Governing Statutes** shall mean and refer to the Revised Nonprofit Corporation Act and the Community Association Act, both as of the date that this Declaration is recorded.

1.8 **Living Units** shall mean and refer to a structure which is designed and intended for use and occupancy as a single-family residence, together with all improvements located on or with respect to the Lot concerned which are used in connection with such residence.

1.9 **Lot** shall mean and refer to any one of the separately numbered and individually described plots of land described on a Plat: (a) which is intended to be owned individually, rather than by an association of Owners or in common by Owners of different lots; and (b) which is intended to be used as the site of a single Living Unit.

1.10 **Member** shall mean and refer to every person who holds a membership in the Association.

1.11 **Mortgage** shall mean any mortgage, deed of trust or trust deed or the act of encumbering any Lot or any property by a mortgage, trust deed or deed of trust.

1.12 **Mortgagee** shall mean any person named as a mortgagee of a mortgagee or beneficiary under or holder of a deed of trust.

1.13 **Owner** shall mean and refer to the person or persons who is or are the Owners(s) of record (in the office of the County Recorder of Salt Lake County, Utah) of a fee or an undivided interest in any Lot that is subject to this Declaration. Notwithstanding any applicable theory relating to a mortgage, deed of trust or like instrument, the term "Owner" shall not mean or include a mortgagee or beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

1.14 **Plat** shall mean and refer to subdivision plats previously recorded for Pebblecreek Subdivision Nos. 1, 2, 3, 4 and 5 and any amendments thereto.

1.15 **Property** shall mean and refer to all of the real property described in Article 2.

1.16 **Recreational Amenities** shall mean and refer to that part of the Subdivision set aside for common recreational use by the Owners, which is not included with the Lots and which is owned by the Association for the common use and enjoyment of the Owners, including all of Lot A of Pebblecreek Subdivision No. 1, together with all improvements thereon and all easements appurtenant thereto including but not limited to personal property owned by the Association and used in connection with the Recreational Amenities, when the context so requires.

1.17 **Rules** shall mean and refer to the Rules and regulations of the Association and to which each Member of the Association and any guests, tenants, residents, and all other persons using the Recreational Amenities shall be subject to and bound by.

1.18 **Subdivision** shall mean and refer to the entire residential development which is created and covered by a Plat.

## **2. PROPERTY DESCRIPTION**

2.1 **Submission.** The property which is and shall be held, transferred, sold, conveyed, and occupied subject to the provisions of this Declaration consists of the following-described real property situated in Salt Lake County, State of Utah, and such additional Lots within Pebblecreek Subdivision No. 1 as shall become subject to and benefited by this declaration by Addenda recorded hereafter:

SEE THE LEGAL DESCRIPTION ATTACHED HERETO AS APPENDIX "A" AND INCORPORATED HEREIN BY REFERENCE.

ALL OF THE FOREGOING IS SUBJECT TO: All liens for current and future taxes, assessments and charges imposed or levied by governmental or quasi-governmental authorities; all visible easements and rights-of-way; and all easements and rights-of-way of record.

2.2 **Special Provision Concerning Lots in Pebblecreek Subdivision No. 1.** The property description attached hereto does not presently include all of the Lots in Pebblecreek Subdivision No. 1 (hereafter "No. 1") It does, however, include all of the property which will be included in Pebblecreek Subdivision Nos. 2, 3, 4, and 5 and some of the lots in No. 1. After the date of recording of the Declaration, other Lots in No. 1 may be added to this Declaration by the signing and recording of an Addendum to this Declaration which makes such lots subject to all obligations and benefits of the Declaration. No vote or other consent of the Owners shall be required to add additional Lots as described in this section. Addendums adding additional Lots must: (1) only add lots from Subdivision No. 1, (2) be signed by all owner(s) of the Lot to be added, (3) must be signed by at least three members of the Board, and (4) must state in the addendum that the owners of the Lot to be added are specifically agreeing that the Lot shall be subject to the terms of the Governing Documents and any amendments thereto.

## **3. MEMBERSHIP AND VOTING RIGHTS**

3.1 **Membership.** Every Owner shall be a Member of the Association and only Owners shall be Members. Membership in the Association shall be mandatory, shall be appurtenant to the Lot in which the Owner has the necessary interest, and shall not be separated from the Lot to which it appertains.

3.2 **Voting Rights.** One vote shall be cast for each Lot subject to this Declaration and on which the Owner is current on paying all assessments. If an Owner is more than sixty (60) days overdue on any payment to the Association, the voting rights related to that Lot shall be suspended until such time as all amounts outstanding related to that Lot are current.

3.3 **Multiple Ownership Interests.** 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 Association meeting by any of such Owners, whether in person or by proxy, 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, except that Lot shall be counted for the purposes of any quorum requirement for a meeting.

#### **4. PROPERTY RIGHTS IN RECREATIONAL AMENITIES**

4.1 **Easement of Enjoyment.** Each Member shall have a right and easement of use and enjoyment in and to the Recreational Amenities. Such right and easement shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated there from. Any Member may delegate the right and easement of use and enjoyment described herein to any family member, tenant, lessee or contract purchaser who resides on such Member's Lot.

4.2 **Limitation of Easement.** A Member's right and easement of use and enjoyment concerning the Recreational Amenities shall be subject to the following:

4.2.1 The right of the Association to impose reasonable limitations on the number of guests per Member who at any given time are permitted to use the Recreational Amenities;

4.2.2 The right of West Jordan City, the County of Salt Lake and any other governmental or quasi-governmental body having jurisdiction over the Property to access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the Property for purposes of providing Police and fire protection, transporting school children, and providing any other governmental or municipal service; and

4.2.3 The right of the Association to dedicate or transfer all or any part of the Recreational Amenities to any public agency or authority pursuant to dissolution as provided for in the Declaration.

4.2.4 Any other limitations upon that right expressed in the Governing Documents

## **5. ASSESSMENTS**

5.1 **Personal Obligation and Lien.** Each Owner shall, by acquiring or in any way becoming vested with his interest in a Lot, be deemed to covenant and agree to pay the Association an annual assessment and special assessments described in this Article, together with the hereinafter provided for interest and costs of collection. All such amounts shall be, constitute, and remain: (a) a charge and continuing lien upon the Lot with respect to which such assessment is made; and (b) the personal obligation of the person who is the Owner of such Lot at the time the assessment falls due. No owner may exempt himself or his Lot from liability for payment of assessments by waiver of his rights concerning the Recreational Amenities or by abandonment of his Lot. In a voluntary conveyance of a Lot, the grantee shall be jointly and severally liable with the grantor for all such unpaid assessments, late payment fees, interest and costs of collection, including reasonable attorney fees, which shall be charged on the Lot at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore.

5.2 **Purpose of Assessments.** Assessments levied by the Association shall be used exclusively for the purpose of promoting the enjoyment, health, safety, and welfare of residents of the Property in connection with the Recreational Amenities. The use made by the Association of funds obtained from assessments may include, but is not limited to, payment of the costs of taxes and insurance on the Recreational Amenities; establishing and funding a reserve to cover major repair or replacement of improvements within the Recreational Amenities; and any expenses necessary or desirable to enable the Association to perform or fulfill its obligations, functions or purposes under the Governing Documents..

5.3 **Annual Assessments.** Annual assessment shall be paid once annually or monthly, in the discretion of the Board. The annual assessment may be increased by the Board not more than once in each calendar year and not more than 5% above the prior year's assessment rate, without the vote of the Owners. Any increase in annual assessments above this amount must be approved of by the vote of 67% of the owners voting in which the quorum requirements have been met.

5.3.1 **Reserve Account.** At least \$1,000 shall be deposited in the reserve account annually. The Reserve Account shall be used for capital improvements and the restoration of Recreational Amenities. Except as provided in Article 5, Section 3.2, funds in the Reserve Account may only be used by the vote of 51% of the owners voting in which the quorum requirements have been met.

5.3.2 **Reserve Account Emergency Access.** The Reserve Account may be used by the Board for emergency funding without any approval of the Owners for the following types of emergencies: (1) the funds are needed to address immediate safety concerns; (2) the fund are needed to address repairs that are necessary immediately to restore normal functioning of the Recreational Amenities, or (3) for other Emergency purposes. The Board shall have discretion to determine what an emergency is. The Association shall notify all Members in writing with a description of how funds were used and how much was used in the event that there occur an emergency expense, within 30 days of the Board's decision to use funds pursuant to this section.

5.4 **Special Assessments.** From and after the date set under Article 5 Section 7, the Association may levy special assessments for the purpose of defraying, in whole or in part: (a) any expense or expenses not reasonable capable of being fully paid with funds generated by annual assessments; (b) the cost of any construction, reconstruction or unexpectedly required repair or replacement in connection with the Recreational Amenities; or (c) or any other reason. Any such special assessments exceeding 5% of the total annual budget of the Association must be approved of by 67% of the owners voting in which the quorum requirements have been met.

5.5 **Reimbursement Assessment on Specific Lot.** In addition to the annual assessment and any special assessment authorized pursuant to Article 5 Sections 3 and 4 above, the Board may levy at any time Special Assessments (a) on each Lot that the Owner, occupant, or guest of an Owner or occupant, causes any damage to the Recreational Amenities necessitating repair and (b) on each Lot as to which enforcement action taken pursuant to any of the Governing Documents, including any collection of any assessments, (all or part of the foregoing being sometimes referred to as "Reimbursement Assessment"). The amount of any such Special Assessments shall be determined by the cost of such repairs or enforcement action, including all overhead, costs, attorney's fees, and any other expenses incurred related to the enforcement action and repairs. Assessments for repairs may be made in advance of the performance of work, in which case they shall be based on the Board's determination of the cost of repairs. If any assessments for repairs are collected in advance of a repair, the Owner responsible for the repairs shall nonetheless remain liable for any shortfall in the amounts needed if the estimate does not cover the actual repairs and expenses associated therewith. If estimated repairs and expenses associated therewith are less than any amount Assessed in advance, the amount unused shall be returned to the Owner.

5.6 **Fines.** The Board may fine an Owner for any violation of the Governing Documents, as may be established by the Board in the Rules. The Board shall have authority to select the appropriate enforcement mechanism related to a breach of the Governing Documents and remedy in the Governing Document related to any particular breach shall be in addition to any other remedies available, including the fines allowed pursuant to this section.

5.7 **Uniform Rate of Assessment.** Except as provided in Article 5 Section 5 above, annual and special assessments shall be fixed at a uniform rate for all Lots.

5.8 **Assessment Due Dates.** The assessments provided for herein shall commence as to all Lots on the date a deed is delivered to the purchaser of a Lot. Thereafter all assessments shall be due and payable on the first day of each month. An assessment installment not paid within Ten (10) days of the due date thereof shall be deemed late and subject to a late fee to be set by the Board and which shall be stated in the Rules and be not less than \$15.00. At least Fifteen (15) days prior to the effective date of any change in the amount of the assessment, the Association shall give each Owner written notice of the amount and the first due date of the assessment concerned.

5.9 **Certificate Regarding Payment.** Upon the request of any Owner, prospective purchaser, or Mortgagee of a Lot, the Association shall issue a certificate stating whether or not all assessments respecting such Lot are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who in good faith rely thereon.

5.10 **Effect of Non-Payment; Remedies.** The Association may initiate a civil action, foreclose the lien provided for below, or take any other action allowed by law, the Governing Statutes, or the Governing Documents to collect any unpaid assessments. The Owner shall be responsible for all costs of collection including but not limited to expenses, attorney fees, and other costs associated with any collection efforts. Any assessment not paid when due shall, together with the hereinafter provided for interest and cost of collection, constitute and remain a continuing lien on the affected Lot; provided, however, that any such lien will be subordinate to the lien or equivalent security interest of any first mortgage on the Lot recorded prior to the date any such assessments became due. If the assessment is not paid within Sixty (60) days after the date on which it becomes delinquent, the amount thereof shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum. The lien shall continue until the amounts secured thereby and all subsequently accruing amounts are fully paid or otherwise satisfied. When all amounts claimed under the Notice of Lien and all other costs and assessments which may have accrued subsequent to the Notice of Lien have been fully paid or satisfied, the Association shall execute and Record a notice releasing the lien. Unless paid or otherwise satisfied, the lien may be foreclosed in a like manner as a mortgage or any other manner provided by law, including without limitation, a deed of trust as set forth in this Declaration. By acceptance of a deed for a Lot, each Owner as Trustor conveys and warrants to Trustee in trust for the Association as Beneficiary, with power of sale, the Owner's Lot and appurtenant Limited Common Area, and all Improvements thereon for the purpose of securing payment of all assessments (including basis of collection) provided for in this Restated and Amended Declaration. For purposes of this Section and Utah Code Ann. §§ 57-1-19, *et seq.*, as amended from time to time. The Trustee shall mean John D. Morris, Esq. The Association may provide notice and disclosure of a substitution of Trustee by recording a "Substitution of Trustee" on the records of the Salt Lake County Recorder. Each Owner hereby also grants to the Association and Trustee all powers and rights of non-judicial trust deed foreclosure provided for in Utah Code Ann. §§ 57-1-19, *et seq.*

5.11 **Tax Collection by County Authorized.** It is recognized that under the Declaration the Association will own the Recreational Amenities and that it will be obligated to pay property taxes to Salt Lake County. It is further recognized that each Owner of a Lot and a Member of the Association will be required to reimburse the Association for his pro rata share of such taxes paid. Notwithstanding anything to the contrary contained in the Declaration, Salt Lake County shall be authorized to collect such pro rata share of taxes directly from each Owner by inclusion of said share with the tax levied on each Lot.



## **6. DUTIES AND POWERS OF THE ASSOCIATION.**

6.1 **Duties of the Association.** Without limiting any other duties that may be imposed upon the Association by its Articles of Incorporation or this Declaration; the Association shall have the obligation and duty to do and perform each and every one of the following for the benefit of the Owners and the maintenance and improvement of the Recreational Amenities. :

6.1.1 The Association shall maintain, repair, and replace all landscaping and improvements in the Recreational Amenities. The Association shall have no obligation to perform any exterior maintenance and/or repair of any part of a Living Unit, of any other landscaping installed by an Owner on an Owner's Lot, or on any public property such as the roads in the Subdivision. In the event that the need for maintenance or repair of Recreational Amenities as specified herein is caused through the willful or negligent act of an Owner, or through the willful or neglectful act of the family, guests or invitees or an Owner, the Board may cause such repairs to be made by the Association and the cost of such maintenance or repair (and administrative expenses equal to Ten (10%) percent of such costs) shall be added to and become part of the Reimbursement Assessment to which such Lot is subject.

6.1.2 To the extent not assessed to or paid by the Owners directly, the Association shall pay all real property taxes and assessments levied upon any portion of the Recreational Amenities, provided that the Association shall have the right to contest or compromise any such taxes or assessments.

6.1.3 The Association shall obtain and maintain in force the policies of insurance required by the provisions of this Declaration.

6.2 **Powers and Authority of the Association.** The association shall have all the powers set forth in the Governing Documents and Governing Statutes and the power to do any and all things which may be authorized or required to accomplish the purpose of the Association. Without in any way limiting the generality of the foregoing grant of powers, the Association shall have the following powers;

6.2.1 The Association shall have the power and authority from time to time in its own name, on its own behalf, or in the name and behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or any Rules and regulations promulgated by the Board, or to enforce by mandatory injunction or otherwise all of the provisions of this Declaration and such Rules and regulations.

6.2.2 In fulfilling any of its duties under this Declaration, to obtain, contract and pay for, or to otherwise provide for:

6.2.2.1 Construction, maintenance, repair and landscaping of the Recreational Amenities on such terms and conditions as the Board shall deem appropriate.

6.2.2.2 Such insurance policies or bonds as the Board may deem appropriate for the protection or benefit of Declarants, the Association, the members of the Board and the Owners.

6.2.2.3 Such utility services, including (without limitation) water, sewer, trash removal, snow removal, electrical, telephone and gas services, as the Board may from time to time deem desirable.

6.2.2.4 The services of architects, engineers, attorneys and certified public accountants and such other professional or nonprofessional services as the Board may deem desirable.

6.2.2.5 Fire, police and such other protection services as the Board may deem desirable for the benefit of the Owners or any of the Property.

6.2.2.6 Such material, supplies, furniture, equipment, services and labor as the Board may deem necessary.

Provided that any contracts for goods and services shall be limited to a maximum period of one year and must be terminable thereafter upon no longer than 90 days notice by the Association.

6.2.3 The Association may employ a Managing agent to manage the Recreational Amenities, subject at all times to direction by the Board, with such administrative functions and powers as shall be delegated to the Managing Agent by the Board. The Board may delegate by resolution or contract to the Managing Agent any of its powers under this Declaration; provided, however, that the Board cannot delegate to such Managing Agent the power to execute any contract binding on the Association for a sum in excess of One Thousand Dollars (\$1,000.00), nor the power to sell, convey, mortgage, or encumber any Recreational Amenities. The compensation of the Managing Agent shall be such as shall be specified by the Board. Any agreement appointing a Managing Agent shall be terminable by either party, with or without cause and without payment of any terminating fee, upon Thirty (30) days written notice thereof; and the term of any such agreements may not exceed one year, renewable by agreement of the parties for successive one-year periods. Any Managing Agent may be an independent contractor and not an agent or employee of the Association. The Board shall always retain the sole right to sign checks on Association bank accounts notwithstanding any other delegation of duties related to the finances of the Association.

6.3 **Association Rules.** The Board from time to time and subject to the provisions of this Declaration, may adopt, amend, repeal and enforce Rules and regulations governing the use of the Recreational Amenities and providing for such other provisions as may be necessary in the discretion of the Board for the proper operation of the Association. Rules and amendments thereto shall take effect upon delivery to all Owners.

6.3.1 **Hearing.** If the Board determines that an Owner has violated the Governing Documents and institutes any enforcement action or levies any fine as allowed pursuant to these Governing Documents, the Owner may request a hearing pursuant to the hearing procedures set forth in the Rules of the Association.

6.3.2 **Rule Contents.** The Board may adopt such Rules as are reasonable in its discretion to carry out the purpose of the Association and to clarify and add necessary detail to the provisions of the other Governing Documents. Any such Rules may not be inconsistent with the other Governing Documents, but may add detail or supplement those provisions.

6.4 **Limitation of Liability.** Members of the Board shall not be liable to the Association or any Owner to the maximum extent allowed by law in the Governing Statutes and the Governing Documents, for any action or failure to act related to the Association. .

6.5 **Indemnification.** The Association shall indemnify, defend, and hold harmless any member of the Board to the maximum extent allowed by the Governing Statutes and the Governing Documents.

6.6 **Insurance.** The Association shall secure and at all times maintain the following insurance coverage:

6.6.1 Policy or policies of fire and casualty insurance, with extended coverage endorsement, for the full insurable replacement value of all improvements comprising a part of the Recreational Amenities. The name of the insured under each such policy shall be in form and substance similar to: "THE PEBBLECREEK SUBDIVISION HOMEOWNERS' ASSOCIATION".

6.6.2 A Policy or policies insuring the Owners, the Association, and its directors, officers, agents, and employees against any liability incident to the ownership, use or operation of the Recreational Amenities which may arise among themselves, to the public, and to any invitees or tenants of the Property or of the Owners. Limits of liability under such insurance shall be not less than \$2,000,000 for all persons injured in any one accident; and \$500,000 for property damage resulting from one occurrence. Such policies shall be issued on a comprehensive liability basis and shall provide a cross-liability endorsement pursuant to which the rights of the named insured as between themselves are not prejudiced.

6.6.3 The following additional provisions shall apply with respect to insurance:

6.6.3.1 In addition to the insurance described above, the Association shall secure and at all times maintain insurance against such risks as are or hereafter may be customarily insured against in connection with developments similar to the Property in construction, nature and use

6.6.3.2 All policies shall be written by a company holding a rating of "AA" or better from Best's Insurance Reports.

6.6.3.3 The Association shall have the authority to adjust losses.

6.6.3.4 Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Owners of their mortgages.

6.6.3.5 Each policy of insurance obtained by the Association shall, if reasonably possible, provide: a waiver of the insurer's subrogation rights with respect to the Association, the Owner, and their respective directors, officers, agents, employees, invitees, and tenants; that it cannot be canceled, suspended or invalidated due to the conduct of any particular Owner or Owners; that it cannot be canceled, suspended or invalidated due to the conduct of the Association or of any director, officer, agent or employee of the Association without a prior written demand that the defect be cured; without a prior written demand that the defect be cured; that any "no other insurance" clause therein shall not apply with respect to insurance held individually by Owners.

## **7. USE RESTRICTIONS**

7.1 **Use of the Recreational Amenities.** The Recreational Amenities shall be used only in a manner constituent with their community nature and for no other purpose.

7.2 **Enforcement of Land Use Restrictions.** The following persons shall have the right to exercise or seek any remedy at law or in equity to enforce strict compliance with this Declaration.

7.2.1 Any Owner; or

7.2.2 The Association.

7.3 **Restriction on Business and For Profit Use.** Without advance approval in writing by the Board, no Owner shall use the Recreational Amenities in any business or activity for hire nor shall any Owner conduct any business or activity for hire in or on the Recreational Amenities. The Board shall have discretion to determine which activities may be permitted under this section based on the following considerations: (1) the effect of the proposed activity on the use by other Owners; (2) whether the proposed use could result in any legal liability for injuries or property damage to the Association; (3) whether the proposed use is legal and/or permitted by the Association's governing documents and rules; (4) whether the proposed use could increase or adversely affect the Association's insurance coverage; (5) whether the proposed use is consistent with the ongoing use of the Recreational Amenities by families and children; and (6) any other considerations the Board deems appropriate considering the proposed use.

The prevailing party in an action for enforcement of any provisions of this Declaration shall be entitled to collect court costs and reasonable attorney's fees.

## **8. RIGHTS OF FIRST MORTGAGE**

Notwithstanding anything to the contrary contained herein, the following provisions shall apply:

8.1 **Rights Upon Foreclosure of Mortgage.** The lien of the assessments provided in Article 5 Section 1 shall be subordinate to the lien of any First Mortgage upon such Lot; and the holder of a first mortgage (or deed of trust) on a Lot who comes into possession of the Lot by virtue of foreclosure of such First Mortgage, or in lieu of foreclosure obtains possession by deed or assignment, or any purchaser at a foreclosure sale, will take the Lot free of any claim for

unpaid assessments and charges against the Lot which are assessed prior to the time such holder come into possession of the Lot, except for the share of such assessments or charges resulting from reallocation of such assessments or charges to all Lots including the mortgage Lot.

## **9. MISCELLANEOUS**

9.1 **Notices.** Any notice required or permitted to be given to any Owner or Member under the provisions of this Declaration shall be deemed to have been properly furnished if hand delivered or mailed, postage prepaid, to the address of the Lot, unless the Owner has provided a different address to the Association, in which case mailing to that address shall be sufficient notice.

9.2 **Amendment.** This Declaration may be amended upon the written consent of present Owners of 67% of the Lots in the Pebblecreek Subdivision Upon approval, the Amended Declaration shall be acknowledged by the Board and shall be effective upon recordation. Copies of the Amended Declaration shall be immediately furnished to Lot Owners.

### 9.3 **Leasing of Units.**

9.3.1 **Lease Provision.** Any Owner may lease his Lot and such buildings as are situated thereon; provide, however, that any lease agreement between a Lot Owner and a Lessee must be in writing, and must provide that:

9.3.1.1 The terms of the lease shall in all respect be subject to the provisions of the Declaration, Articles of Incorporation of the Association, Bylaws, and Rules; and

9.3.1.2 Any failure by the Lessee to comply with the terms of such documents shall constitute a default under the lease.

9.3.2 The Board shall have all rights related to Lots that are leased that are provided for under Utah Code Ann. §57-8a-205 of the Community Association Act (2007), and may adopt Rules as the Board deems necessary to carry out those rights.

9.4 **Dissolution.** The Association may be dissolved by the affirmative vote of 75%, in person, by proxy, or by delivered ballot, of the votes of all Owners at a meeting called for that purpose. Any such dissolution shall be conditioned upon (1) the prior approval of all necessary government agencies related to the proposed disposition of the Recreational Amenities owned by the Association, including any proposal to dedicate or transfer the Recreational Amenities to an appropriate public agency or authority to be used for purposes similar to those provided for Governing Documents and (2) the disposition actually occurring and being completed. In case of any affirmative vote under this section, all provisions of the Governing Documents shall remain in effect and the operations of the Association shall continue until both conditions are met. In no event shall the Board or anyone else take any action to terminate, wind down, or otherwise dissolve the Association until such time as both conditions have been met..

9.5 **Interpretation.** The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any party thereof, and any gender shall include the other gender. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

9.6 **Covenants to Run With Land.** This Declaration and all provisions hereof shall constitute covenants to run with the land or equitable servitude, as the case may be, and shall be binding upon and shall insure to the benefit of the Declarants, and all parties who hereafter acquire any interest in a Lot or in the Recreational Amenities shall be subject to the terms of this Declaration and the provisions of any Rules, regulations, agreements, instruments, and determinations contemplated by this Declaration; and failure to comply with any of the foregoing shall be grounds for an action by the Association or an aggrieved Owner for the recovery of damages, or for injunctive relief, or both. By acquiring any interest in a Lot or in the Recreational Amenities, the party acquiring such interests consents to, and agrees to be bound by, each and every provision of this Declaration.

9.7 **Effective Date.** This Declaration and any amendment hereof shall take effect upon its being filed for record in the office of the County Recorder of Salt Lake County, Utah.

EXECUTED the day and year first above written.

DECLARANT:

I hereby certify that the vote required in Section 9.2 of the prior Declaration has occurred.

Pebblecreek Subdivision Homeowners' Association

 6-5-07  
President or Vice President of the Association

EXHIBIT A

LEGAL DESCRIPTION

Pebblecreek Subdivision #1

Lots A, 2, 3, 5, 6, 8, 9, 10, 11, 12, 13, 14, 19, 21, 22, 23, 24, 25, 27, 28, 29, 30, 32, 33, 34, 35, 36, 40, 41, 42, 43

Pebblecreek Subdivision #2 Lots 44 – 84

Pebblecreek Subdivision #3 Lots 301 – 323\*

Pebblecreek Subdivision #4 Lots 401 – 427\*

Pebblecreek Subdivision #5 Lots 501 – 537\*

\* Formerly described as meets and bounds, found in Appendix A.

**BYLAWS OF  
PEBBLECREEK SUBDIVISION  
HOMEOWNERS' ASSOCIATION**

**ARTICLE 1  
APPLICATION OF BYLAWS**

1.1 **Application to All Owners, Mortgagees and Occupants.** All present and future Owners, Mortgagees, and occupants of Lots in the Subdivision and their lessees, renters, agents, servants, and guests, and any other persons who may use the Recreational Amenities of the Pebblecreek Subdivision in any manner are subject to these Bylaws.

**ARTICLE 2  
BOARD OF TRUSTEES**

2.1 **Board of Trustees ("Board").** The affairs of the Association shall be conducted solely by a Board composed of five (5) members. No one may be elected to the Board unless they are an Owner and reside in the Unit that they own. If any Board member's status as an Owner or Resident in their Unit changes while on the Board, such that they would not be eligible for a future election, the Board member shall be deemed to have resigned immediately upon the event rendering them unable to be elected in the future.

2.2 **Election.** At the Spring semi-annual meeting, the Owners shall elect members of the Board for the forthcoming year. Nominations for the Board shall be made by the Owners from the floor in accordance with the Parliamentary Rules set forth hereinafter.

2.3 **Term.** Members of the Board shall serve for a term of three (3) years. The Board shall structure the elections of Board members to facilitate no more than two (2) members being elected each year. Each new Board member shall be elected to a three (3) year term except as provided for below:

-In 2007; two (2) new board members will be elected. These two people will serve for two years. In Spring 2008, the remaining three board positions will be up for election. One (1) member will serve for three (3) years, two (2) will serve for two (2) years (with the candidates being assigned terms based upon the number of votes received with the candidates receiving more votes receiving longer terms). Following these initial terms, all future terms will be three years.

The members of the Board shall serve until their respective successors are elected, or until their death, resignation or removal.

2.4 **Resignations and Removal.** Any member of the Board may resign at any time by giving written notice to the President and Board. Any member of the Board may be removed from the Board by an affirmative vote of at least 50% of the Owners, in person or by proxy, at a meeting called for that purpose. Whenever there shall occur a vacancy on the Board due to death, resignation, removal or any other cause, the remaining members of the Board shall elect a successor to serve until the next spring semi-annual meeting of the Association, at which time said vacancy shall be filled by the Owners for the unexpired term. Any Board member elected to fill the remainder of a term, shall complete the term of the Board member they replaced.



2.4.1 **Inactive Board Member.** If a Board member fails to attend 4 out of any six regularly scheduled meetings, the Board may remove the Board member by a majority vote of the Board. Any such vote by the Board pursuant to this Section must be made within 60 days of Board members failure to attend the meetings within the required time period.

2.5 **Compensation.** The Board shall receive no compensation for their services.

2.6 **Powers and Authority of the Board of Trustees.** The Board, for the benefit of the Association, shall enforce the provisions of the Declaration, Bylaws and Rules and Regulations governing the Recreational Amenities and, subject to the provisions of Article 5 hereof, shall acquire or arrange for and pay for out of the Common Expense Fund the following:

2.6.1 **Utilities.** Water, sewer, phone, garbage collection and other necessary utility services for the Recreational Amenities.

2.6.2 **Fire and Casualty Insurance.** A policy or policies of fire and casualty insurance, with extended coverage endorsements, for the full insurable replacement value of the Recreational Amenities and as provided in the Declaration. Insurance proceeds shall be payable and applicable as provided in the Declaration.

2.6.3 **Public Liability Insurance.** A policy or policies of public liability insurance insuring the Board, the Association and the individual Owners against any liability to any person or persons incident to the ownership and/or use of the Recreational Amenities. Such policy or policies shall be consistent with the provisions of the Declaration.

2.6.4 **Worker's Compensation Insurance.** Worker's Compensation Insurance to the extent necessary to comply with any applicable laws.

2.6.5 **Managing Agent.** The services of a Managing Agent providing professional services as provided in the Declaration.

2.6.6 **Legal and Accounting Services.** Legal and accounting services necessary for operating the Recreational Amenities or the enforcement of the Declaration.

2.6.7 **Fidelity Bond.** A fidelity bond naming the Managing Agent and such other persons as may be designated by the Board as principals and the Owners as obliges consistent with the provisions of the Declaration.

2.6.8 **Maintenance, Furniture and Equipment.** Painting, maintenance, repair and all landscaping of the Recreational Amenities, and such furnishings and equipment for the Recreational Amenities as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the Recreational Amenities.

2.6.9 **Additional Services, Etc.** Any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Board is required to secure or pay for pursuant to the terms of the Declaration or Bylaws of which in its opinion shall be necessary or proper for the operation of the Recreational Amenities or for the enforcement of the Declaration.

2.6.10 **Right to Enter into Contracts.** The Board shall have the exclusive right to contract for all goods, services and insurance, payment for which is to be made from the Common Expense Fund. The provision shall not be construed to prohibit the Board from delegating such authority to the Managing Agent as it deems proper.

2.7 **Additional Powers of the Board of Trustees.** The Board, in addition to all powers granted in the Declaration and permitted by law shall have the right to acquire, operate, lease, manage and otherwise trade and deal with property, real or personal, as may be necessary or convenient in the operation and management of the Recreational Amenities, and in accomplishing its purposes set forth in the Declaration, and the right to borrow funds, open bank accounts, authorize signatories and to deal with all matters relating to the Recreational Amenities.

2.8 **Regular Meetings of the Board of Trustees.** Three members of the Board shall constitute a quorum and, if a quorum is present, the decision of a majority of those present shall be the acting Board. The officers shall be elected at a meeting of the Board to be called immediately following the Spring semi-annual meeting of the Association.

2.9 **Special Meetings of the Board of Trustees.** Special meetings of the Board may be called by or at the request of the President or by the majority of the Board. Notice of special meetings of the Board shall be given to each member of the Board orally or in writing at least twenty-four hours before the time fixed for the meeting.

2.10 **Notice of Meetings.** Meetings of the Board shall be held at such intervals and at such place and time as the Board may from time to time by resolution shall provide. The Board may post notices of meetings 15 days prior to the meeting.

2.11 **Waiver of Notice.** Except as provided in paragraph 2.9 above, notice need not be given of meetings of the Board. Whenever all members of the Board meet, such meetings shall be valid for all purposes. Attendance by any Board Member at any meeting shall constitute a waiver of any required notice to that Board member.

2.12 **Fiscal Year.** The fiscal year shall be January 1 and end December 31, of the same year, the same as the calendar year.

### **ARTICLE 3** **MEETINGS OF THE OWNERS ASSOCIATION**

3.1 **Voting at Association Meetings.** Voting at all Association meetings shall take place in the following manner:

3.1.1 **Hand vote:** At the beginning of a meeting in which votes are to be taken, Owners must sign in and receive a card. Votes are then taken by the raising of the card received. After those who are present are counted, those with proxy votes will hold up cards for the proxies they hold. These proxies will then be counted and added to the totals. In order to hold a proxy vote, the Owner who gives the proxy must complete the proxy form, located in Association Rules. The signed Proxy form will be surrendered to the Board at the meeting it pertains to in order to receive a card. Hand votes may be used for voting on any issues for which Article 3 Section 1.2 is not specifically required by this Declaration.

3.1.2 **Ballot vote:** Eligible Owners will receive a ballot via U.S. postal service to their home, hand delivered to their home by a Board member. An Owner must be current with all fees to the Association at the time the ballots are distributed to be eligible to vote. Ballots will be distributed at least ten (10) days and not more than thirty (30) days prior to the voting period end date. Ballots will contain, at a minimum, the issue being voted on, Lot number and voting period end date. Ballots will require an Owner's signature to be considered valid. There are no proxy votes with Ballot voting. Ballots must be returned to the Board by the voting period end date to be considered valid. Only valid votes will be included in the calculation of the percentages used for passing an issue. For example, if only 50 valid ballots are received, then a vote requiring a majority to pass will require 26 of the 50 ballots. The Board will tally and certify the vote within three (3) days of the voting period end date. Owners will be notified in writing with the Results of the vote within thirty (30) days of the voting period end date.

3.2 **Vote Records Retention.** Retention of voting records and/or ballots: All records pertaining to voting shall be retained for a period of two (2) years from the date of the vote. After the two year period expires the ballots may be destroyed. Scanned images of the records stored electronically are an acceptable way of retaining the records.

3.3 **Vote Errors.** In the event an error in the voting is found, an Owner shall take the error to the HOA Board. The Board will then review the ballots. If the error is confirmed by the Board, the Board shall re-tally the votes and inform the Owners of the error and the measures taken to remedy the error.

3.4 **Votes Required to Succeed.** Unless otherwise specified herein, the number of Votes required to succeed will be 51% of the votes cast.

3.5 **Quorum.** The minimum quorum for any vote of the members of the Association shall be 25% of the all owners.

3.6 **Bi-Annual Meeting.** There shall be a meeting of the Association on the lawn at the pavilion of the Recreational Amenities, or at such place as the Board deems appropriate, before the pool opens each year. Written notice setting forth the date, time and agenda of the meeting shall be sent to all Members at least Ten (10) but not more than Forty (40) days prior to the meeting date. The Board shall provide an overview of the Boards actions since the Fall meeting. New board members will be elected at this Spring meeting. The Board shall provide a statement outlining generally the expenses and receipts of the Association for the current and previous fiscal year, together with the allocation thereof to each Owner.

There shall be a meeting of the Association on the lawn at the pavilion of the Recreational Amenities, or at such place as the Board deems appropriate, after the pool closes each year. Written notice setting forth the date, time and agenda of the meeting shall be sent to all Members at least Ten (10) but not more than Forty (40) days prior to the meeting date. The Board shall provide an overview to the Owners of the Boards actions since the Spring meeting. The Board shall furnish to the Owners the same, but updated, information as it provided in the earlier meeting and a proposed budget for the next fiscal year that shall itemize the estimated Association Expenses of the fiscal year.

3.7 **Special Meetings.** Special meetings of the Association may be called at any time for the purpose of considering matters which, by the terms of the Declaration, require the approval of all or some of the Owners, or for any other reasonable purpose. Said meetings shall be called by written notice, signed by a majority of the Board or by 10% of the Owners, and shall be personally delivered or sent by first class United States mail 15 days prior to the date fixed for said meeting. Said notices shall specify the date, time and place of the meeting, and the matters to be considered thereat.

3.8 **Parliamentary Rules.** Robert's Rules of order, the Modern rules of Order, produced by the American Bar Association, or any similar set of rules or codes for the operation of meetings may be adopted by the Board to govern the conduct of Association meetings and when adopted, shall govern the procedure at Association meetings to the extent not in conflict with the Declaration or these Bylaws.

#### **ARTICLE 4** **OFFICERS OF THE ASSOCIATION**

4.1 **General Description of Officers.** The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. The Officers must be members of the Board. No officer shall receive compensation for serving as such. Officers shall be elected by, and may be removed and replaced anytime by Board.

4.2 **President.** The President shall be the chief executive of the Association and the Board and shall preside over all meetings of the Board and the Association. The President shall sign on behalf of the Association all contracts entered into by the Board in the event the Board has a tie vote, the vote of the President shall be the tie breaker.

4.3 **Vice President.** In the event of the President's absence or inability to act the Vice President shall have the powers of the President.

4.4 **Treasurer.** The Treasurer shall keep all financial records of the Association and its Board and shall be responsible for the fiscal affairs of the Association. In the event of the President's and Vice President's absence or inability to act, the Treasurer shall have the powers of the President and Vice President. The duties of the Treasurer, except as provide for in the Declaration, may be delegated to a Manager.

4.5 **Secretary.** The Secretary shall keep minutes of all proceedings of the Board and of the meetings of the Association and shall keep such records as may be necessary and appropriate for the Association and its Board. In the event of the President's, Vice President's, and Treasurer's absence or inability to act, the Secretary shall have the powers of the President and Vice President and Treasurer. The duties of the Secretary, except as provided for in the Declaration, may be delegated to a Manager.

**ARTICLE 5**  
**MAINTENANCE, REPAIR AND REPLACEMENT**  
**OF THE RECREATIONAL AMENITIES**

5.1 **Maintenance, Repair and Replacement.** The Board shall maintain, repair and replace the Recreational Amenities, as they deem necessary in their discretion. There shall be no structural alterations, capital additions to, or capital improvements of the Recreational Amenities requiring expenditure in excess of \$4,000.00, for any single expenditure, or in excess of a total of \$6,000.00 in any fiscal year without notice to all Owners at least 30 days prior to entering into any transaction that would exceed this amount. Notwithstanding the foregoing, the Board shall have authority to cause to be performed such repairs of the Recreational Amenities as it may deem necessary to preserve the same against loss or destruction.

**ARTICLE 6**  
**COMMON EXPENSES**

6.1 **Annual Budget.** The Annual Budget shall be prepared by the Board or their designee and presented at the Fall semi-annual meeting of the Association. In the event the Board fails to prepare a new Annual budget, the most recent budget of the Association shall be used as the budget for the Association in the current year.

6.2 **Association Loans.** The Board may obtain a loan on behalf of the HOA with the written consent of Owners owning at least 67% of the Lots.

**ARTICLE 7**  
**ABATEMENT AND ENJOINMENT OF VIOLATIONS OF LOT OWNERS**

7.1 **Enforcement of Rules and Regulations.** The violation of any Rules or Regulations adopted by the Board or the breach of any Bylaw contained herein, or the breach of any provision of the Declaration, shall give the Board the right, in addition to any other rights set forth in these Bylaws, the Rules, or in the Declaration:

7.1.1 **Summary Abatement and Removal.** To summarily abate and remove, at the expense of the defaulting Owner, any thing or condition that may exist contrary to the provisions of the Governing Documents and to assess the costs of such action to the Owner.

7.1.2 **Legal Proceedings.** To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation..

7.1.3 **Rules Enforcement.** The Board may enforce the Association Rules by denying a violating member's access to the Recreational Amenities or assessing a fine.

7.1.4 **Other Action.** The Board may take any other action allowed by the Governing Acts or the Governing Documents.

**ARTICLE 8**  
**RENTAL, LEASE OR SALE OF LOTS BY OWNERS**

8.1 **Rules, Regulations, Bylaws and Declaration Applicable to Tenants.** Any Owner(s) who rents or leases or Permits guests on his Lot shall comply with Article 9 Section 3.2 of the Declaration. The provisions of said Declaration, Bylaws, and the Rules and Regulations shall apply with equal force to renters or lessees of Lots.

8.2 **Owner Responsible for Tenant Conduct.** Any Owner who rents or leases his Lot shall be responsible for the conduct of his tenants, and upon written notice from the Board or the Managing Agent said Owner shall be responsible for correcting violations of the Declaration, Bylaws, or Rules and Regulations committed by such tenants.

8.3 **Agent for Enforcement.** If an Owner fails to correct violations by tenants within 72 hours of such notice, the Board or Managing Agent shall be deemed to be the agent of the Owner and empowered to take any enforcement action the Owner would be entitled to take, the costs of such action including attorney's fees to be payable by the Owner within 30 days. Such costs shall be collected and enforced against the Owner within 30 days in the same manner as assessments or special assessments as determined by the Board.

8.4 **All Legal and Equitable Remedies Available.** The power of the Board or Managing Agent hereunder shall include but not be limited to any and all legal remedies available under the laws of the State of Utah. Any Owner, by the act of renting or leasing his Lot, shall be deemed to have consented to these procedures and shall indemnify and save harmless the Board and the Managing Agent from and against any and all liability therefore

**ARTICLE 9**  
**SPECIAL COMMITTEES**

9.1 **Special Committees.** The Board by resolution may designate one or more special committees, each committee to consist of two or more Owners, which, to the extent provided in said resolution, shall have and may exercise the powers set forth in said resolution. Such Special Committee or Committees shall have such name or names as may be determined from time to time, by the Board. Such Special Committees shall keep regular minutes of their proceedings and report the same to the Board when requested by the Board to submit such reports. The members of such Special Committee or Committees designated shall be appointed by the Board or its President.

**ARTICLE 10**  
**RULES AND REGULATIONS**

10.1 **Rules and Regulations.** The Board shall have the right to adopt and amend such Rules and Regulations as may be authorized by the Declaration and as may be reasonable and necessary for the purpose of governing the details of the operation and use of the Recreational Amenities. Copies of the Rules and Regulations shall be furnished to each Owner prior to the time the same shall become effective.

**ARTICLE 11**  
**AUDIT**

11.1 **Audits of Books and Records.** Any Owner may at any reasonable time at his own expense cause an audit or inspection to be made of the books of account of the Managing Agent or Board pertaining to the Recreational Amenities. The Board, as a common expense, may obtain an annual audit by an independent public accountant of the books of account pertaining to the Recreational Amenities.

**ARTICLE 12**  
**DEFINITION OF TERMS**

12.1 **Definitions.** The terms used herein shall have the same meanings as provided in the Declaration.

**ARTICLE 13**  
**BOOKS AND RECORDS**

13.1 **Inspection of Books and Records.** All Owners and all Institutional Holders of a first Mortgage on a Lot shall be entitled to inspect the books and records of the Association by appointment with a minimum of ten (10) days written notice.

13.1.2 **Copies of Records.** Any Owners of a Lot shall be entitled to request copies of Association records. All such requests will be in writing. The Association will charge the Owner(s) the cost of making the copies plus 10%. The copies of the Association records, at the discretion of the Association, may be provided electronically to the Owner(s). The association may require an advance payment of the amount estimate to make the copies. The copies will be provided to the Owner(s) within 15 days after the written request and receipt of an advance estimate of payment from the Owner(s) was received by the Association.

**ARTICLE 14**  
**INTERPRETATION**

14.1 **Interpretation.** Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

**ARTICLE 15**  
**SEVERABILITY**

15.1 **Severability.** The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

ARTICLE 16  
CAPTIONS

16.1 **Captions.** The captions herein are inserted only as a matter of convenience and for reference and in no way to define, limit or describe the scope of these Bylaws nor the intent of any provision hereof.

ARTICLE 18  
AMENDMENT

18.1 **Amendment.** These Bylaws may be amended upon the written consent of present Owners of 50% of the Lots in the Pebblecreek Subdivision Upon approval, the Amended Bylaws shall be acknowledged by the Board and shall be effective upon recordation. Copies of the Amended Bylaws shall be immediately furnished to Lot Owners.

ARTICLE 19  
EFFECTIVE DATE

19.1 **Effective Date.** These Bylaws shall take effect upon recording of these documents.

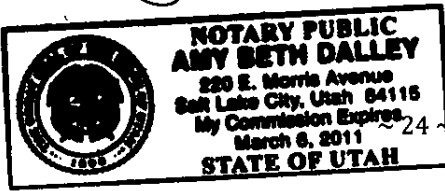
We, the Board hereby certify that the vote required in Section 18.1 of the prior Bylaws has occurred.

~~Scott L. [unclear]~~ 6-5-07 [unclear] 6-5-07  
Trustee Trustee  
Trisha A. Combes 6-5-07 Daryl Bal 6/5/07  
Trustee Trustee  
[unclear] 6-5-7  
Trustee

STATE OF UTAH )  
 )  
 SALT LAKE COUNTY )

The foregoing document (DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RECREATIONAL AMENITIES IN THE PEBBLECREEK SUBDIVISION AND BYLAWS PEBBLECREEK HOMOWNERS' ASSOCIATION) was acknowledged before me this 5 day of June, 2007, by

SEAL: Amy Beth Dalley )  
 )  
 )



Amy Beth Dalley  
NOTARY PUBLIC



LEGAL DESCRIPTION

**APPENDIX "A"**

Meet and Bounds Legal description for Peblecreek Subdivisions 3, 4, and 5

Beginning at a point North 89 degrees 54'37" West 1397.23 feet along Section Line from the East Quarter Corner of Section 1, Township 3 South, Range 2 West, Salt Lake Base and Meridian; thence North 89 degrees 54'37" West 749.98 feet; thence North 0 degrees 05'23" East 164.20 feet; thence North 89 degrees 54'37" West 10.49 feet; thence North 0 degrees 05'23" East 161.12 feet; thence South 89 degrees 54'37" East 58.94 feet; thence North 20 degrees 13'49" East 133.78 feet; thence North 17 degrees 13'32" East 50.08 feet; thence North 20 degrees 40'26" East 122.01 feet; thence South 75 degrees 45'45" East 72.41 feet; thence South 89 degrees 54'37" East 180.00 feet; thence North 67 degrees 23'30" East 72.76 feet; thence South 22 degrees 36'30" East 59.28 feet; thence South 00 degrees 05'23" West 134.59 feet; thence South 89 degrees 54'37" East 20.66 feet; thence South 0 degrees 05'23" West 108.78 feet; thence South 89 degrees 54'37" East 86.47 feet; thence North 78 degrees 41'26" East 56.59 feet; thence South 36 degrees 33'07" East 126.78 feet; thence along the arc of a 125.00 foot radius curve to the right 35.45 feet (central = 16 degrees 15'01"), the chord of which bears South 64 degrees 51'59" West 35.33 feet; thence South 17 degrees 00'31" East 174.43 feet; thence South 00 degrees 05'23" West 53.00 feet to the point of beginning.

(Being the proposed Plat of Peblecreek Subdivision No. 3)

Beginning at a point North 89 degrees 54'37" West 2147.20 feet along Section Line from the East Quarter Corner of Section 1, Township 3 South, Range 2 West, Salt Lake Base and Meridian; thence North 89 degrees 54'37" West 495.93 feet; thence North 0 degrees 00'15" West 789.21 feet; thence North 89 degrees 59'45" East 140.00 feet; thence North 87 degrees 39'36" East 60.05 feet; thence North 89 degrees 59'45" East 105.70 feet; thence South 89 degrees 41'41" East 105.50 feet; thence South 82 degrees 51'25" East 50.39 feet; thence South 89 degrees 57'28" East 130.41; thence South 00 degrees 05'33" West 84.81 feet; thence South 20 degrees 45'28" East 51.99 feet; thence South 44 degrees 46'34" East 55.43 feet; thence South 20 degrees 40'26" West 122.01 feet; thence South 17 degrees 13'32" West 50.08 feet; thence South 20 degrees 13'49" West 133.78 feet; thence North 89 degrees 54'37" West 58.94 feet; thence South 00 degrees 05'23" West 161.12 feet; thence South 89 degrees 54'37" East 10.48 feet; thence South 00 degrees 05'23" West 164.20 feet to the point of beginning.

(Being the proposed Plat of Peblecreek Subdivision No. 4)

Beginning at a point which is South 00 degrees 03'30" East 1323.32 feet along the Section line and North 89 degrees 57'28" West 1738.21 feet from the Northeast corner of Section 1, Township 3 South, Range 2 West, Salt Lake Base and Meridian; thence South 00 degrees 02'32" West 108.70 feet; thence North 89 degrees 57'28" West 12.47 feet; thence South 00 degrees 02'32" West 316.00 feet thence South 89 degrees 57'28" East 10.46 feet; thence South 08 degrees 08'40" East 125.96 feet; thence South 15 degrees 21'04" East 108.11 feet; thence South 22 degrees 36'30" East 48.67 feet; thence South 67 degrees 23'30" West 72.76 feet; thence North 89 degrees 54'37" West 180.00 feet; thence North 75 degrees 45'45" West 72.41 feet; thence North 44 degrees 46'34" West 55.43 feet; thence North 20 degrees 45'28" West 51.99 feet; thence North 00 degrees 02'32" East 84.81 feet; thence North 89 degrees 57'28" West 130.41 feet; thence North 82 degrees 51'25" West 50.39 feet; thence North 89 degrees 41'41" West 105.50 feet; thence South 89 degrees 59'45" West 105.70 feet; thence South 87 degrees 39'36" West 60.05 feet; thence South 89 degrees 59'45" West 140.00 feet; thence North 00 degrees 00'15" West 531.88 feet; thence South 89 degrees 57'28" East 903.57 feet to the point of beginning.

(Being the proposed Plat of Peblecreek Subdivision No. 5)