

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

AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR SOUTH RIDGE HOMEOWNERS ASSOCIATION

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This Declaration is made on the date executed below by South Ridge Homeowners' Association ("Association").

**RECITALS**

- A. South Ridge subdivision is a development located in Summit County, Utah;
- B. South Ridge subdivision is subject to a declaration of covenants, conditions, and restrictions recorded August 13, 1993, as Entry No. 00385096, Book 00744 Page 00737, et seq., in the Summit County Recorder's Office ("Original Declaration").
- C. This Declaration and Bylaws replaces the Original Declaration and original bylaws, if any, and all their amendments, annexations, and supplements in their entirety;
- D. All Owners, guests, invitees, agents, and residents shall abide by the provisions of this Declaration;
- E. These covenants, conditions, restrictions, easements, and limitations shall run with the land described in Exhibit "A" and shall be binding on and burden all parties having or acquiring any right, title, or interest to the land or any part thereof and shall create servient tenements on the land. The covenants, conditions, restrictions, easements, and limitations shall also benefit all parties having or acquiring any right, title, or interest to the land and shall create dominant tenements on the land;
- F. The Association may be incorporated as a Utah nonprofit corporation. If incorporated, it shall be entitled to the rights, obligations, and benefits of the Revised Nonprofit Corporation Act (Utah Code Ann. 16-6a-101, et. seq.) as amended from time to time.
- G. ARC has sold all lots owned by it. Under Original Declaration Article III ARC has no voting interest as a class B member. Therefore, there are no class B votes.
- H. Under Original Declaration Article XI, Section 4, Owners representing a majority of the combined votes of both classes of membership entitled to vote have executed this instrument as found in Exhibit "B." The Association president has executed this Declaration certifying that the signatures found in Exhibit "B" are true and correct;

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

**1 DEFINITIONS**

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

**1.1 Articles**

Articles mean the Articles of Incorporation for South Ridge Homeowners' Association, as amended from time to time.

**1.2 Association**

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

**1.3 Board**

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

**1.4 Bylaws**

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

**1.5 Common Areas**

Common Areas mean the areas identified as Common Open Space on the Map. The Common Areas may consist of landscaping, irrigation equipment, recreational improvements and equipment, and other improvements. The Association owns all Common Areas.

**1.6 Common Expenses**

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

**1.7 Community Association Act**

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

**1.8 Declaration**

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

**1.9 Director**

Director means a member of the Board.

**1.10 Governing Documents**

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

**1.11 Living Unit**

Living Unit means a structure or portion of a structure which is designed and intended for use and occupancy as a single-family residence, together with all improvements located on the Lot concerned which are used in conjunction such residence.

**1.12 Lot**

Lot means a separately numbered parcel of property as shown on the Map. Lots shall include

the Living Unit, and all utility lines, and other installations exclusively serving the Lot whether under or over the Common Areas or not.

**1.13 Map**

Map means the plat map for South Ridge subdivision, on file with the Summit County Recorder and any amendments or supplements thereto or any plat maps recorded for additional phases.

**1.14 Member**

Member means an Owner. If an Owner is not a natural person, the Owner may designate in writing to act as its representative. If no representative is designated, then an officer, trustee, director, manager, or member as shown in the entities formative documents shall be its representative.

**1.15 Nonprofit Act**

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

**1.16 Owner**

Owner means the owner of the fee in a Lot. If a Lot is subject to an executory purchase contract, the contract purchaser shall be considered the Owner. However, the seller and buyer may otherwise agree but must inform the Board in writing of the alternative arrangement.

**1.17 Person**

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

**1.18 Project**

Project means South Ridge subdivision, as shown on the Map. The project includes the land, buildings, improvements and structures, easements, rights, appurtenances, and articles of personal property intended for use in connection therewith. Exhibit "A" contains the legal description for the Project.

**1.19 Resident**

Resident means any Person living or staying at the Project. Residents include without limitation: Owners, tenants, family members of Owners and tenants, and guests staying more than a week.

**2 SUBMISSION AND EXPANSION**

**2.1 Submission**

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

**3 PROPERTY RIGHTS IN LOTS**

**3.1 Use and Occupancy**

Except as otherwise expressly provided in the Governing Documents, the Owner of a Lot shall be entitled to the exclusive use and benefit of such Lot and Living Unit. Each Lot shall be bound



by, and the Owner shall comply with the Governing Documents for the mutual benefit of the Owners.

### **3.2 Easements Reserved**

In addition to the easements shown on the Map or provided for under this Declaration, the Bylaws or law, the following easements are hereby reserved for the benefit of the Owners and the Association:

**3.2.1 Right of Entry.** The Association and any person authorized by the Association may at any reasonable time, and from time to time at reasonable intervals, enter upon any Lot for the purpose of performing maintenance and determining whether or not the Lot is in compliance with the Governing Documents. Requests for entry shall be made in advance. Entry shall be made at a time convenient to the Owner, except in the case of an emergency, when such right shall be immediate. No such entry shall be deemed to constitute a trespass or otherwise create any right of action in the Owner of such Lot. The right of entry granted by this subsection applies only to Lots upon which the Association has maintenance responsibilities as provided for in the Governing Documents

**3.2.2 Utility Easements.** The Association or any public utility provider shall have an easement over all Lots for the installation, maintenance and development of utilities and drainage facilities. The easement area of each Lot and all Improvements therein shall be maintained continuously by the Owner of the Lot of the Association in accordance with the terms of the Governing Documents, except for those improvements for which a public authority or utility provider is responsible.

### **3.3 Easements Shown on the Map**

Lots shall be subject to the easements shown on the Map.

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

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

**4.1.1** The Project will have Common Areas as designated in the Governing Documents for the benefit of all owners. Every member of the Association shall have a non-exclusive right and easement for the use, benefit and enjoyment in and to the Common Area and such nonexclusive right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the restrictions herein set forth.

**4.1.2** Subject to the Governing Documents, each Resident, guest, or invitee has the right to ingress and egress across the Common Areas necessary for access to his Lot. The rights described in this Section are appurtenant to and pass with title to the Lot.

**4.1.3** No portion of the Common Area may be used exclusively by any Owner or Owners for personal gardens, storage facilities, or for any other purpose.

### **4.2 Delegation of Right of Use**

Any member of the Association may delegate its rights to the use and enjoyment of the Common Area to Residents, all subject to such reasonable rules and regulations which the Association may adopt.

**4.3 Compliance with Covenants and Restrictions and Rules and Regulations.**

Each Owner and Resident shall comply with the covenants and restrictions imposed by this Declaration on the use and enjoyment of the Common Area. Further, each Owner and Resident shall fully and faithfully comply with the rules, regulations and restrictions applicable to use of the Common Area, as such rules, regulations and restrictions are from time to time adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Area.

**5 MAINTENANCE**

**5.1 Association Responsibility**

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

The Board, after notice and opportunity for hearing, or in the case of an emergency immediately, may assume the maintenance responsibility over a Lot or Living Unit if, in the opinion of the Board, the Owner is unwilling or unable to adequately provide such maintenance. Should the Board exercise its right under this provision, it shall not be liable for trespass or nuisance and shall have the right to levy an Individual Assessment to recover its maintenance costs.

**5.2 Owner Responsibility**

All maintenance, repair, and replacement of the Lots, Living Units, and improvements shall be the sole responsibility of the Owner thereof, who shall maintain such Lot and Living Unit in good repair and in accordance with the Governing Documents of the Association.

**6 ARCHITECTURAL CONTROL**

**6.1 Architectural Review Committee**

The Board of Directors shall function as the ARC and their terms as an ARC member shall be for as long as their Board term. However, the Board may elect to delegate the ARC functions to a separate committee. In such an event, the committee shall consist of no fewer than three (3) members. The terms of office for each member of the ARC, appointed by the Board, shall be for one (1) year unless lengthened or shortened by the Board at the time of appointment. The Board may appoint any or all of its members for the ARC and there shall be no requirement for non-Board members to serve on the ARC.

6.1.1 A majority of the members of the ARC shall have the power to act on behalf of the ARC, without the necessity of a meeting and without the necessity of consulting the remaining member or members of the ARC. All decisions rendered by the ARC must be by written instrument setting forth the action taken by the members consenting thereto.

6.1.2 The ARC shall consider and act upon the proposals or plans submitted pursuant to this article.

6.1.3 The ARC shall render its approval or denial decision with respect to the proposal within thirty (30) business days after it has received all material required by it with respect to the application. All decisions shall be in writing. If the ARC fails to render its decision of approval or denial in writing within such thirty (30) business days of receiving all material

required by it with respect to the proposal, the application shall be deemed approved.

## **6.2 Architectural Standards and Guidelines**

No building, fence, wall, or any other structure shall be commenced, erected, altered, or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made, nor shall any excavating, alteration or any stream, waterway, pond, or clearing, removal of shrubs or trees or front-yard landscaping be constructed unless a written application is submitted for approval of such improvement or improvements to the ARC and in connection therewith shall submit two complete sets of plans and specifications for the proposed improvement or improvements, together with a reasonable processing fee as determined by the ARC. All applications, actions and decisions of the ARC shall be reported to the Board in a timely fashion. For buildings, such submittal shall include:

6.2.1.1 An overview view of the proposed improvement or improvements.

6.2.1.2 The location of said improvement or improvements on the lot upon which it or they will be placed or constructed and the location of the proposed improvement or improvements relative to other improvement on said lot.

6.2.1.3 Floor plans of each floor level.

6.2.1.4 The basic structural system of the improvement or improvements and the materials to be used in the construction thereof.

6.2.1.5 Elevations

6.2.1.6 Provision for temporary and permanent parking of vehicles in connection with use of the facility.

6.2.1.7 Design and layout of proposed sewage lines to sewer system.

6.2.1.8 Proposed time schedule for construction to completion.

6.2.1.9 A survey acceptable to the ARC locating lot corners and the proposed building position.

6.2.1.10 Any additional demands or requirements for culinary or irrigation water.

6.2.1.11 Specifications for water conserving plumbing fixtures.

The ARC shall have the right to disapprove any application in the event said application and the plans and specifications submitted therewith are not of sufficient detail, or are not in accordance with the provisions herein set forth, or if the design or construction of the proposed improvement is not in harmony with neighboring improvements and the general surrounding, or if the design and the plans for construction do not include sufficient safeguards for preservation of the environment. The decision of the ARC shall be final, binding and conclusive on all of the parties affected. At no time will the ARC unreasonably restrict or refuse any proposed improvement.

6.2.2 Exterior Surfaces. The initial construction of or any alterations to the exterior surfaces of a Living Unit shall be approved by the ARC. The exterior surfaces of the Living Units

shall be constructed of rock, brick, wood, or cement product siding. Vinyl and aluminum siding is prohibited.

**6.2.3 Time for Completion.** The exterior construction of all structures shall be completed within one (1) year following commencement of construction. The front yard of each lot shall be landscaped within a one (1) year following completion or occupancy of each dwelling. Side and rear yards shall be landscaped within two (2) years following completion or occupancy of each dwelling.

**6.2.4 Vacant Lots.** All members of the Association possessing vacant lots shall be responsible for keeping such lots clean in appearance and free from all refuse and potential fire hazards. All members of the Association possessing vacant lots shall be responsible for keeping such lots clean in appearance and free from noxious weeds as defined by Summit County and all refuse and potential fire hazards. No vacant lot shall be used for storage of any kind except during the construction period.

**6.2.5 Front Yards.** Front yard irrigation and landscaping shall be installed within 6 months of obtaining a certificate of occupancy for a Living Unit. Front yard plants are subject to approval by the ARC.

**6.2.6 Landscaping Control.** Owner shall maintain their Lots in an attractive and safe condition, including control of noxious weeds as such are designated by Summit County. Overall landscape design is subject to approval by the ARC.

**6.2.7 Colors and Styles.** Colors shall be earth tones in brown, green, and tan, which are found in natural settings of Summit County. When repairing, restoring, replacing, remodeling or redecorating the exterior of a Living Unit the Owner shall use materials and colors that are similar to the original construction or are harmonious to surrounding Living Units.

**6.2.8 Fences.** No fences shall be allowed in the front yards or in side yards. All fences shall be setback a minimum of five feet from the property line. Fences shall be made of wood. No fences of chainlink, wire mesh, brick or concrete block shall be allowed. Fences shall not exceed six feet (6') in height.

**6.2.9 Driveways.** Asphalt driveways are prohibited. All driveways shall be constructed of concrete.

**6.2.10 Architectural Guidelines.** The Architectural Guidelines are attached hereto as Exhibit "D." The Architectural Guidelines may be changed from time to time by the Board of Directors; however, Architectural Guidelines must comply with the minimum standards established by this Declaration. Owners shall comply with the Architectural Guidelines in effect at the time the Owner makes an Improvement.

### **6.3 Waiver, Precedent, Estoppel**

Approval or disapproval by the Board of any requested architectural change shall not be deemed to constitute precedent, waiver, or estoppel impairing its right to withhold approval or grant approval as to any similar matter thereafter proposed or submitted to it.

### **6.4 Noncompliance**

Any construction, alteration, or other work done in violation of this Declaration shall be deemed to be in noncompliance. Upon receipt of a Notice of Noncompliance, Owners shall, at their own

cost and expense, remove such nonconforming construction, alteration, or other work and shall restore the land to substantially the same condition as existed prior to the non-conforming construction, alteration, or other work. Should an Owner fail to act as required hereunder, the Board or their designee, without liability for trespass or nuisance, shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as existed prior to the change. All costs incurred by the Association shall be an Individual Assessment.

#### **6.5 Liability**

The ARC shall not be liable to any Owner, occupant, builder or other person for any damage, loss or prejudice suffered or claimed on account of any action or failure to act, provided only that the ARC has acted in good faith based on the actual knowledge possessed by it. The ARC is not responsible for determining compliance with structural and building codes, solar ordinances, zoning codes or other governmental regulations, all of which are the responsibility of the Owner.

#### **6.6 ARC Discretion**

The ARC may, at its sole discretion, withhold approval of any proposal if the ARC finds the proposal would be inappropriate for the particular Lot or incompatible with the Architectural Guidelines. Considerations such as siting, shape, size, color, design, height, solar access or other effects on the enjoyment of other Lots or Common Area, and any other factors which the ARC reasonably believe to be relevant, may be taken into consideration by the ARC in determining whether or not to approve any proposal.

#### **6.7 Effective Period of Consent**

The ARC's approval of any proposal shall automatically be revoked within six (6) months after issuance unless construction or other work relating to the proposal has been commenced or the Owner has applied for and received an extension of time from the ARC.

#### **6.8 Fees**

There may be an application fee in an amount to be determined by the ARC. In addition to any fees set forth herein, the ARC may charge a reasonable application fee and charge applicants additional costs incurred or expected to be incurred by the ARC to retain architects, attorneys, engineers, landscape architects and other consultants to advise the ARC concerning any aspect of the application or compliance with any appropriate architectural criteria or standards. Such fees shall be adopted by the ARC and shall be collectible as assessments pursuant to this Declaration and the Bylaws.

#### **6.9 Variance**

The ARC may grant variances. Variances may only be granted if they are reasonably similar in design and appearance to the remainder of the Project. Variances shall only be granted if an Owner can demonstrate that strict compliance with the architectural standards would create significant hardship on the Owner.

### **7 ASSESSMENTS**

#### **7.1 Covenant for Assessment**

By accepting a deed or other conveyance, each Owner covenants and agrees to pay the Association all regular assessments, special assessments, supplemental assessments, individual assessments, late penalties, and collection costs (including attorney's fees) whether or not a lawsuit is commenced. No Owner may exempt themselves from liability for assessments by

abandonment of their Lot, failure of the Association to maintain the Common Areas, or non-use of the Common Areas. Except for foreclosures, the personal obligation for unpaid assessments, late fees, interest, and collection costs, including attorney's fees, shall pass to the successor in title. A successor in title is entitled to a statement from the Association setting forth the amounts due by the prior owner. The amounts set forth in the statement shall be binding upon the Association. If an Owner loses their Lot to foreclosure or voluntarily conveys it, they shall remain personally liable for unpaid assessments, late fees, interest, and collection costs (including attorney's fees).

#### **7.2 Annual Budget**

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

#### **7.3 Reserve Account**

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

#### **7.4 Regular Assessment**

The Association may collect the regular assessment on an annual basis, semi-annual basis, quarterly basis, or monthly basis. Written notice of the regular assessment amount and payment schedule shall be sent to Owners at least 30 days in advance of the beginning of the fiscal year for which the regular assessment will be due. Apart from the initial notice of regular assessment, the Association is not obligated to send periodic invoices for regular assessments. If the Board fails to adjust a regular assessment, the amount of the last regular assessment and payment schedule will continue in effect, whether or not notice is sent.

#### **7.5 Special Assessment**

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

#### **7.6 Supplemental Assessment**

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

#### **7.7 Individual Assessment**

Any expenses attributable to less than all the Lots may be assessed exclusively against the

affected Lots. Individual assessments include, without limitation:

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

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

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

7.7.4 Reinvestment or transfer fees due at the transfer of a Lot. The amount of the reinvestment fee shall be determined by the Board, but shall not be more than ½% of the sale price of the Lot; and

7.7.5 Any charge described as an individual assessment by the Declaration.

#### **7.8 Apportionment of Assessments**

Regular, special, and supplemental assessments will be apportioned equally among the Lots. Individual assessments shall be apportioned exclusively to the Lots benefitted or affected.

#### **7.9 Nonpayment of Assessment**

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

#### **7.10 Application of Payments**

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

#### **7.11 Acceleration**

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

#### **7.12 Suspension of Voting Rights**

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

#### **7.13 Lien for Assessment**

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

#### **7.14 Enforcement of Lien**

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

#### **7.15 Appointment of Trustee**

The Owners hereby convey and warrant pursuant to U.C.A. Sections 57-1-20 and 57-8a-402 to a member of the Utah State Bar, with power of sale, the Lot and all improvements to the Lot for

the purpose of securing payment of assessments under the terms of the Declaration.

#### **7.16 Subordination of Lien**

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

### **8 RESTRICTIONS ON USE**

#### **8.1 Use of Lots - Residential Use**

Each of the Lots in the Project is limited to single-family, residential use only. The use is further defined by Summit County zoning code. Each Lot and Owner is subject to the uses and restrictions imposed by such restrictions (including any parking restrictions).

No nightly, weekly or monthly rental or similar use will be allowed on any Lot. No Lot or property shall be rented or leased for a period less than six months. A copy of all leases or rental agreements shall be given to the Association and kept on file at its principal office.

The Lots shall be used exclusively for single family residential purposes and shall not be used for any commercial or business purpose other than a home based business that complies with Summit County zoning code for Class 1 home based businesses and has a business license.

#### **8.2 No Obstruction of Common Areas**

There shall be no obstructions of the Common Areas by the Owners, Residents, and their tenants, guests or invitees without the prior written consent of the Board. The Board may by Rules and Regulations prohibit or limit the use of the Common Areas as may be reasonably necessary for protecting the interests of all the Owners or protecting the Lots or the Common Areas.

Nothing shall be kept or stored on any part of the Common Areas without the prior written consent of the Board, except as specifically provided herein. Nothing shall be altered on, constructed in or removed from the Common Areas except upon the prior written consent of the Board.

#### **8.3 Cancellation of Insurance, Illegal Activity**

Nothing shall be done or kept in any Lot or in the Common Areas or any part thereof which would result in the cancellation of the insurance on the Project or any part thereof or increase of the rate of the insurance on the Project or any part thereof or increase of the rate of the insurance on the Project or any part thereof over what the Board, but for such activity, would pay, without the prior written consent of the Board.

Nothing shall be done or kept in any Lot or in the Common Areas or any part thereof which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Areas or any part thereof shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Board and the Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees.

#### **8.4 Nuisances**

No Resident shall create, maintain or permit a nuisance in, on or about the Project. For



purposes of this section a "nuisance" includes behavior which annoys, disturbs or interferes with other Residents and interferes with their right to the quiet and peaceful enjoyment of their property. A nuisance includes but is not limited to the following:

8.4.1 The development of any unclean, unhealthy, unsightly, or unkempt condition on, in or about a Lot or the Common Areas;

8.4.2 The storage of any item, property or thing that will cause any Lot or the Common Area to appear to be in an unclean or untidy condition or that will be noxious to the senses.

8.4.3 The accumulation of rubbish, unsightly debris, garbage, equipment, or other things or materials so as to constitute an eyesore as reasonably determined by the Board or the Association;

8.4.4 The storage of any substance, thing or material upon any Lot or in the Common Areas that will emit any foul, unpleasant or noxious odors, or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the other residents at the Project;

8.4.5 The creation or maintenance of any noxious or offensive condition or activity in or about any Lot or the Common Areas;

8.4.6 Actions or activities tending to cause embarrassment, discomfort, annoyance, distress or a disturbance to any other residents, their guests or invites, particularly if the police or sheriff must be called to restore order;

8.4.7 Maintaining any plants, animals, devices or items, instruments, equipment, machinery, fixtures, or things of any sort whose activities or existence in any way is illegal, noxious, dangerous, unsightly, unpleasant, or of a nature that diminishes or destroys the enjoyment of the Community by other residents, their guests or invites;

8.4.8 Too much noise in, on or about any Lot or the Common Area, especially after 10:00 p.m. and before 7:00 a.m.;

8.4.9 Too much traffic in, on or about any Lot or the Common Area, especially after 10:00 p.m. and before 7:00 a.m.;

8.4.10 Allowing a pet to be unleashed while outside of the Living Unit or fenced backyard;

8.4.11 Continuous barking, meowing, or other animal noises;

8.4.12 Allowing your pet to urinate or defecate in the Common Areas or failing to clean up immediately any feces deposited by a pet in the Common Area.

### **8.5 Rules and Regulations**

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

### **8.6 Structural Alterations**

No improvements, alterations, repairs, excavation or other work which in any way alters the exterior appearance of the Property or the improvements located thereon shall be made without the prior approval of the Board. No building, fence, wall, or other structure shall be erected, maintained, improved, altered, made or done (including choice of exterior color scheme and building materials) without the prior written approval of the Board.

### **8.7 Window Coverings**

The Board, by rule, may require that certain colors and types of window covering be used.

Under no circumstances shall any cardboard or tinfoil be used as window coverings in the Project. Additionally, no stickers or non-holiday decorations will be permitted in windows.

### **8.8 Signs**

No signs shall be erected or maintained in the Common Areas without the prior written consent of the Board. No sign of any kind shall be displayed in public view on any Lot except legal notices and one temporary professional sign of not more than two square feet, one sign of note more than three square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale.

### **8.9 Pets**

No animals, livestock, birds, insects, or poultry of any kind shall be raised, bred, or kept on any Lot, except that not more than two domesticated dogs and/or two cats shall be allowed as long as said animals do not unreasonably bother or constitute a nuisance to others and provided such animals are kept in compliance with the rules and regulations of the Association.

If a pet owner violates any of pet rules and regulations, the Board shall have the express authority to issue citations or levy assessments, and collect these by judgment, lien or foreclosure. In extreme cases, the Board may require that the Owner or Resident to remove their pet from the premises.

### **8.10 Storage and Parking of Vehicles**

The driving, parking, standing and storing of motor vehicles in, on or about the Project shall be subject to the following:

8.10.1 The parking rules and regulations adopted by the Board from time to time;

8.10.2 No vehicles of any kind, including but not limited to, automobiles, trucks, buses, tractors, camping vehicles, boats, bus trailers, snowmobiles, mobile homes, two, three or four wheeled motor vehicles, or other wheeled vehicles, shall be permitted to be parked on any street for more than seventy-two (72) hours.

8.10.3 No recreational, commercial or oversized vehicles shall be allowed within the Project unless said vehicle or trailer is kept at all times within the garage and the garage door is closed, or for purposes of loading or unloading passengers or supplies (for a period of time up to 72 hours).

8.10.4 No motor vehicle or trailer, including but not limited to any car, automobile, truck, van, or any other transportation device of any kind may be parked or stationed in such a

manner so as to block access to any Lot or parking space or to create an obstacle.

**8.10.5** Residents may only park their motor vehicles within their garages and driveways.

**8.10.6** No resident shall repair or restore any vehicle of any kind in, on a Lot (outside the garage) or the Common Area, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.

**8.10.7** No garage may be altered in such a manner that the number of motor vehicles which may reasonably be parked therein after the alteration is less than the number of motor vehicles that could have been reasonably parked in the garage as originally designed and constructed.

Vehicles parked in violation of this Declaration may be impounded or towed without further notice, and at the Owner's sole expense.

### **8.11 Aerials, Antennas, and Satellite Dishes**

Aerials, antennas, and satellite dishes larger than one meter in diameter are prohibited. Aerials, antennas, and satellite dishes may not be installed on Common Areas. One antenna or satellite dish smaller than one meter in diameter may be installed within the Lot. The Association may create policies to create a hierarchy of preferred installation locations to protect the aesthetics of the Project. The hierarchy of preferred installation locations may not interfere with reception.

### **8.12 Timeshares**

Timeshares and time-sharing of Living Units within the Project is prohibited, and under no circumstances shall any condominium be owned or used for time sharing, including but not limited to a "Timeshare Interest" as that term is defined in Utah Code Ann. § 57-19-2(17), as amended.

### **8.13 Utility Service**

All lines, wires, or other devices for the communication or transmission of electric current of power, including telephone, television and radio signals, shall be contained in conduits or cables installed and maintained underground or concealed in, under, or on buildings or other structures approved by the Board.

### **8.14 Temporary Structures, etc.**

No structure of a temporary character, or trailer, camper, tent, shack, garage, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently, unless first approved in writing by the Board.

### **8.15 Repair of Buildings**

No improvement upon any Lot shall be permitted to fall into disrepair, and each such improvement shall be at all times be kept in good condition and repair and adequately painted or otherwise finished.

### **8.16 Subdivision of Lots**

No Lot shall be further subdivided or separated into smaller Lots or parcels by any Owner, and no portion less than all of any such Lot, shall be conveyed or transferred by any Owner without the prior written approval of the Board. No Lot may be converted into a condominium or cooperative or other similar type of entity without the prior written approval of the Board. No further covenants, conditions restrictions or easements shall be recorded against any Lot

without the written consent of the Board being evidenced on the recorded instrument containing such restrictions and without such approval such restrictions shall be null and void. No applications for rezoning, variances, or use permits shall be filed without the written approval of the Board and then only if such proposed use in compliance with this Declaration.

#### **8.17 Clothes Drying Facilities**

Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Property.

#### **8.18 Front Porches**

Front porches are required to be maintained in a clean and tidy fashion. Owners may have outdoor furniture made of wood or metal on the front porch, unless prohibited by rule. Plastic, vinyl, or indoor furniture may not be kept on the front porch. Any outdoor furniture kept on the front porch shall be well maintained and in good condition. The Association may require worn furniture or furniture that detracts from the theme of the community to be removed from the front porch.

Front porches shall not be used for storage. Examples of items prohibited from being kept on front porches include, without limitation, bicycles, toys, barbecues, trash receptacles, ash trays, snowboards, skis, sporting equipment and anything else which appears unkempt, dirty, or detracts from the appearance of the Project.

#### **8.19 Off Road Vehicles**

No off road motor vehicles, including but not limited snow mobiles, three wheelers or four wheelers may be driven on the roads, streets, footpaths, walkways, or Common Areas within the Project.

#### **8.20 Firearms and Projectile Weapons**

The use of firearms, airsoft guns, BB guns, pellet guns, archery equipment, or any other projectile weapon, however powered, is prohibited. Every Owner shall comply with Utah Code § 53-5a-101 et. seq. Firearm Laws and Utah Code § 76-10-500, et. seq.

### **9 MEMBERSHIP AND ASSOCIATION**

#### **9.1 Membership**

Every Owner is a Member of the Association. Membership in the Association is mandatory, is appurtenant to the Lot, and shall not be separated from the Lot.

#### **9.2 Voting Rights**

Voting is governed by the Bylaws.

#### **9.3 Status and Authority of Board**

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

#### **9.4 Composition and Selection of Board**

The Bylaws govern how the Board is established and selected.

### **9.5 Adoption of Bylaws**

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

## **10 COMPLIANCE AND ENFORCEMENT**

### **10.1 Compliance**

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

### **10.2 Remedies**

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

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

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

10.2.3 To levy reasonable fines pursuant to a schedule of fines adopted by resolution of the Board;

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

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

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

### **10.3 Action by Owners**

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

#### **10.4 Injunctive Relief**

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

#### **10.5 Hearing**

The Board shall, by resolution, promulgate procedures for hearings. When a hearing is requested or required, the hearing shall be conducted in accordance with the Board's resolution on hearings.

### **11 INSURANCE**

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

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

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

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

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

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

#### **11.2 Insurance Company**

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

#### **11.3 Premium as Common Expense**

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

#### **11.4 Insurance by Owner**

Owners shall insure their Lots and all improvements thereon for the full replacement value. If requested, an Owner shall provide the Association with a certificate of insurance.

#### **11.5 Payment of Deductible**

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

#### **11.6 Right to Adjust Claims**

The Association has the right and authority to adjust claims.

#### **11.7 Insurance Proceeds**

If an Owner suffers a loss to their Lot or the improvements thereon, they shall any insurance proceeds to restore the Lot and improvements to their original or better condition. If an

insurable loss to the Common Areas occurs, the Association shall use the insurance proceeds to restore the Common Areas to their original or better condition.

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

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

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

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

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

#### **11.9 Obligation of Lot Owner to Repair and Restore**

11.9.1 In the event of any damage or destruction of the improvements on a Lot, the insurance proceeds, unless retained by a Mortgagee of a Lot, shall be applied first to the repair, restoration, or replacement of the damaged or destroyed improvements. Any such repair, restoration or replacement shall be done in accordance with the plans and specifications for such improvements originally approved by the Board; unless the Owner desires to construct improvements differing from the original, in which event the Owner shall submit plans and specifications for the improvements to the Board and obtain its approval prior to commencing the repair, restoration or replacement.

11.9.2 If any Owner of an improved Lot fails to maintain the insurance required by this Article, the Association may, but shall not be obligated to, obtain such insurance and pay any premiums required in connection with obtaining such insurance. Such Owner shall be personally liable to the Association for any costs incurred by the Association in obtaining such insurance, to the same extent as such Owner is liable for assessments levied against its Lot, and, upon the failure of the Owner to pay such costs within 10 days after such Owner's receipt of a written demand therefor from the Association, the Association may establish a lien therefor upon the Owner's Lot in accordance with and subject to the provisions of this Declaration

applicable to an assessment lien.

## **12 AMENDMENT AND DURATION**

### **12.1 Amendments**

**12.1.1 Approval Required.** Except as otherwise provided in this Declaration, this Declaration may be amended by approval of Owners holding sixty-seven percent (67%) of the voting rights of the Association.

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

## **13 MISCELLANEOUS PROVISIONS**

### **13.1 Professional Management**

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

### **13.2 Invalidity; Number; Captions**

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

### **13.3 Joint Owners**

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

### **13.4 Lessees and Other Invitees**

Lessees, invitees, contractors, family members and other persons entering the Property under rights derived from an Owner shall comply with all of the provisions of this Declaration, the Bylaws and rules and regulations adopted by the Association restricting or regulating the Owner's use, improvement or enjoyment of such Owner's Lot and other areas within the Property. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the Owner.



### **13.5 Covenants Run with the Land**

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

### **13.6 Waiver, Precedent and Estoppel**

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

### **13.7 Notice of Sale, Mortgage, Rental, or Lease**

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

### **13.8 Taxes on Lots**

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

### **13.9 Service of Process**

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

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

### **13.10 Conflicts**

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

IN WITNESS WHEREOF, the Association has caused this Declaration to be executed by its duly authorized president.

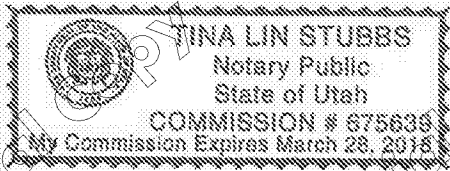
DATED: 7-2-15

**South Ridge Homeowners' Association**

Tarah Spencer  
By: Garran L. Spencer  
Its: Board President

STATE OF UTAH                    )  
  :ss.  
County of Summit            )

On this 2 day of July, 2015, personally appeared before me Garran L. Spencer who being by me duly sworn, did say that they are the authorized by the Association to execute this Declaration and did certify that this Declaration was approved by the Associations members as evidenced in Exhibit "B".



Tina Lin Stubbs  
NOTARY PUBLIC

**Exhibit A**

**Legal Description**

LOTS 1 THROUGH 102 SOUTH RIDGE SUBDIVISION AS SHOWN ON THE OFFICAL MAP THEREOF  
ON RECORD IN THE SUMMIT COUNTY RECORDER'S OFFICE.

Parcel ID Nos.: SRG-1 through SRG-102, and SRG-OPEN-X

**Exhibit B**

**Owners' Signatures**

**OWNER BALLOT**

It is proposed that the Association amend and restate its Declaration of Covenants, Conditions, and Restrictions ("CC&Rs") and Bylaws. The revisions to the CC&Rs and Bylaws are intended to update the documents to comply with current laws and to improve the operation of the Association. Copies of the proposed amended CC&Rs and Bylaws are included with this ballot. If you did not receive a copy of these, please contact HOA of Utah at (801) 485-1086.

Pursuant to Utah Code Ann. § 16-6a-709 the Association solicits your vote for the proposed action. Please review the attached information, then fill out the form below with your vote and requested information. The ballot must be received by **June 30, 2015**, to be counted. A copy of the ballot will be attached to the revised CC&Rs as evidence of your consent.

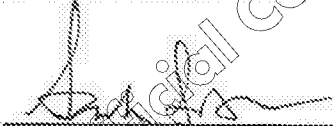
The record date for this action is May 7, 2015. This means that owners of record on this date will be allowed to vote on the rewritten CC&Rs and Bylaws. Owners holding at least 50% of the votes (51 Owners) must return their ballot to meet quorum requirements. Once a quorum is established, a majority of all owners approve the amended CC&Rs and Bylaws for them to take effect.

Please review the attached rewritten CC&Rs and Bylaws. If you have questions, please contact a board member. Once you are ready to vote, please check one of the boxes below and return the ballot.

XX

- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws

---

	Sarah Smyth	4251 Hilltop Dr
Signature	Print Name	Address or Unit No.

Please use one of the following methods to vote. All votes must be cast no later than **June 30, 2015**:

HOA of Utah  
3335 South 900 East, Suite #230  
Salt Lake City, UT 84106  
Email: [hoaofutah@outlook.com](mailto:hoaofutah@outlook.com)  
Fax: (801) 485-1089

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- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws



	<i>Monica Hull</i>	<i>4214 Sunrise Dr.</i>
Signature	Print Name	Address or Unit No.

Please use one of the following methods to vote. All votes must be cast no later than **June 30, 2015**:

HOA of Utah  
 3335 South 900 East, Suite #230  
 Salt Lake City, UT 84106  
 Email: [hoaofutah@outlook.com](mailto:hoaofutah@outlook.com)  
 Fax: (801) 485-1089

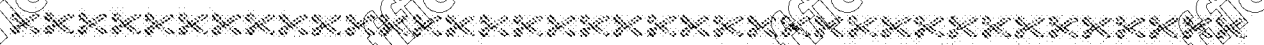
**OWNER BALLOT**

It is proposed that the Association amend and restate its Declaration of Covenants, Conditions, and Restrictions ("CC&Rs") and Bylaws. The revisions to the CC&Rs and Bylaws are intended to update the documents to comply with current laws and to improve the operation of the Association. Copies of the proposed amended CC&Rs and Bylaws are included with this ballot. If you did not receive a copy of these, please contact HOA of Utah at (801) 485-1086.

Pursuant to Utah Code Ann. § 16-6a-709 the Association solicits your vote for the proposed action. Please review the attached information, then fill out the form below with your vote and requested information. The ballot must be received by **June 30, 2015**, to be counted. A copy of the ballot will be attached to the revised CC&Rs as evidence of your consent.

The record date for this action is May 7, 2015. This means that owners of record on this date will be allowed to vote on the rewritten CC&Rs and Bylaws. Owners holding at least 50% of the votes (51 Owners) must return their ballot to meet quorum requirements. Once a quorum is established, a majority of all owners approve the amended CC&Rs and Bylaws for them to take effect.

Please review the attached rewritten CC&Rs and Bylaws. If you have questions, please contact a board member. Once you are ready to vote, please check one of the boxes below and return the ballot.



- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws



	<i>Ben Meacham</i>	<i>4054 Sunrise</i>
Signature	Print Name	Address or Unit No.

Please use one of the following methods to vote. All votes must be cast no later than **June 30, 2015**:

HOA of Utah  
3335 South 900 East, Suite #230  
Salt Lake City, UT 84106  
Email: [hoaofutah@outlook.com](mailto:hoaofutah@outlook.com)  
Fax: (801) 485-1089

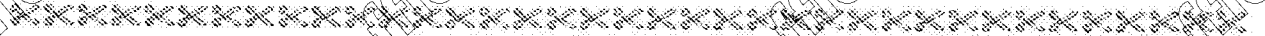
**OWNER BALLOT**

It is proposed that the Association amend and restate its Declaration of Covenants, Conditions, and Restrictions ("CC&Rs") and Bylaws. The revisions to the CC&Rs and Bylaws are intended to update the documents to comply with current laws and to improve the operation of the Association. Copies of the proposed amended CC&Rs and Bylaws are included with this ballot. If you did not receive a copy of these, please contact HOA of Utah at (801) 485-1086.

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Please review the attached rewritten CC&Rs and Bylaws. If you have questions, please contact a board member. Once you are ready to vote, please check one of the boxes below and return the ballot.



- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws



*Tory Kendall*
Tory Kendall
409 Sunrise dr.

Signature
Print Name
Address or Unit No.

Please use one of the following methods to vote. All votes must be cast no later than **June 30, 2015**:

HOA of Utah  
 3335 South 900 East, Suite #230  
 Salt Lake City, UT 84106  
 Email: [hoaofutah@outlook.com](mailto:hoaofutah@outlook.com)  
 Fax: (801) 485-1089



**OWNER BALLOT**

It is proposed that the Association amend and restate its Declaration of Covenants, Conditions, and Restrictions ("CC&Rs") and Bylaws. The revisions to the CC&Rs and Bylaws are intended to update the documents to comply with current laws and to improve the operation of the Association. Copies of the proposed amended CC&Rs and Bylaws are included with this ballot. If you did not receive a copy of these, please contact HOA of Utah at (801) 485-1086.

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Please review the attached rewritten CC&Rs and Bylaws. If you have questions, please contact a board member. Once you are ready to vote, please check one of the boxes below and return the ballot.

XX

- For the rewritten CC&Rs, including Bylaws**
- Against the CC&Rs, including Bylaws**

\_\_\_\_\_

_____ <small>Signature</small>	ABIGAIL J. BONEZZ <small>Print Name</small>	_____ <small>Address or Unit No.</small>
-----------------------------------	--	---

Please use one of the following methods to vote. All votes must be cast no later than **June 30, 2015**:

HOA of Utah  
3335 South 900 East, Suite #230  
Salt Lake City, UT 84106  
Email: [hoasofutah@outlook.com](mailto:hoasofutah@outlook.com)  
Fax: (801) 485-1089

**OWNER BALLOT**

It is proposed that the Association amend and restate its Declaration of Covenants, Conditions, and Restrictions ("CC&Rs") and Bylaws. The revisions to the CC&Rs and Bylaws are intended to update the documents to comply with current laws and to improve the operation of the Association. Copies of the proposed amended CC&Rs and Bylaws are included with this ballot. If you did not receive a copy of these, please contact HOA of Utah at (801) 485-1086.

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Please review the attached rewritten CC&Rs and Bylaws. If you have questions, please contact a board member. Once you are ready to vote, please check one of the boxes below and return the ballot.



- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws

---

*[Handwritten Signature]*      *BECKY BOND*      *5576 SUMMIT RIDGE DR*

Signature    Print Name    Address or Unit No.

Please use one of the following methods to vote. All votes must be cast no later than **June 30, 2015**:

HOA of Utah  
3335 South 900 East, Suite #230  
Salt Lake City, UT 84106  
Email: [hnaofutah@outlook.com](mailto:hnaofutah@outlook.com)  
Fax: (801) 485-1089

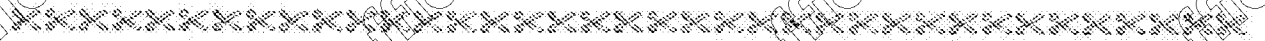
**OWNER BALLOT**

It is proposed that the Association amend and restate its Declaration of Covenants, Conditions, and Restrictions ("CC&Rs") and Bylaws. The revisions to the CC&Rs and Bylaws are intended to update the documents to comply with current laws and to improve the operation of the Association. Copies of the proposed amended CC&Rs and Bylaws are included with this ballot. If you did not receive a copy of these, please contact HOA of Utah at (801) 485-1086.

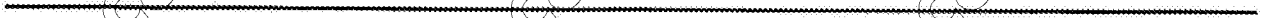
Pursuant to Utah Code Ann. § 16-6a-709 the Association solicits your vote for the proposed action. Please review the attached information, then fill out the form below with your vote and requested information. The ballot must be received by **June 30, 2015**, to be counted. A copy of the ballot will be attached to the revised CC&Rs as evidence of your consent.

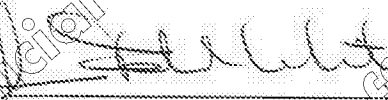
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Please review the attached rewritten CC&Rs and Bylaws. If you have questions, please contact a board member. Once you are ready to vote, please check one of the boxes below and return the ballot.



- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws



	JENNIFER WHEAT	9083 Sunrise Dr
Signature	Print Name	Address or Unit No.

Please use one of the following methods to vote. All votes must be cast no later than **June 30, 2015**:

HOA of Utah  
 3335 South 900 East, Suite #230  
 Salt Lake City, UT 84106  
 Email: [hoaofutah@outlook.com](mailto:hoaofutah@outlook.com)  
 Fax: (801) 485-1089

Unofficial copy



Unofficial copy



**MINUTE ENTRY**

It is proposed that the Commission amend and revise its Procedures and Regulations (CCRB's) and Rules. The revisions to the CCRB's and Rules are necessary to comply with certain provisions of the CCRB's and Rules that were established by the CCRB's and Rules. The Commission shall hold a public hearing on the proposed CCRB's and Rules on the date and time indicated below. The hearing shall be held at the County of Summit, Justice Center, 1155 N. 11th St., Summit, NJ 07901.

Persons in Utah Code Ann. § 16-1-104(1)(a) are invited to appear at the public hearing to present their views on the proposed CCRB's and Rules. The public hearing will be held on the date and time indicated above. The hearing shall be held at the County of Summit, Justice Center, 1155 N. 11th St., Summit, NJ 07901, as indicated above. The hearing shall be held at the County of Summit, Justice Center, 1155 N. 11th St., Summit, NJ 07901.

The second date for this action is May 7, 2015. The second date allowed for public comment on the proposed CCRB's and Rules. Comments should be submitted to the Commission by the date and time indicated above. Comments should be submitted to the Commission by the date and time indicated above. Comments should be submitted to the Commission by the date and time indicated above.

Please review the proposed CCRB's and Rules. If you have comments, please contact the member of the Commission who is assigned to your area of interest. Your comments should be submitted to the Commission by the date and time indicated above. Comments should be submitted to the Commission by the date and time indicated above.

For the Commission's consideration, please contact the member of the Commission who is assigned to your area of interest. Your comments should be submitted to the Commission by the date and time indicated above.

Approved: *[Signature]*  
Commissioner of the CCRB

*[Signature]*  
Commissioner of the CCRB

1155 N. 11th St.  
Summit, NJ 07901  
Tel: 908.735.1100



**MEMBER BALLOT**

It is proposed that the Association amend and revise its Declaration of Intent, Bylaws, and Constitutions (CC&Bs) and Bylaws. This revision to the CC&Bs and Bylaws was prepared to update the documents to comply with current laws and to improve the operation of the Association. Copies of the proposed amended CC&Bs and Bylaws are included with this ballot. If you do not approve a copy of these, please contact NEMA at (801) 485-1286.

Pursuant to Utah Code Ann. § 16-6a-709 the Association solicits your vote for the proposed action. Please review the attached submissions, fill in the form below with your vote and requested information. The ballot shall be returned by June 30, 2015, to be counted. A copy of the ballot will be attached to the revised CC&Bs as evidence of your consent.

I do hereby vote for this action. I hereby request that consent of revised bylaws shall be withheld in vote on the proposed CC&Bs and Bylaws. \*Consent is withheld at least 50% of the vote. (SI DIVERSITY) must return their ballot in most special transactions. Once a consensus is established, a majority of all members approve the amended CC&Bs and Bylaws for them to take effect.

Please review the attached revisions CC&Bs and Bylaws. If you have questions, please contact a board member. Once you are ready to vote, please check one of the boxes below and return the ballot.

XX

- For the revision (include, including bylaws)
- Against the CC&Bs, including Bylaws

*Handwritten signature*  
\_\_\_\_\_  
Print Name: \_\_\_\_\_ Address or E-mail: \_\_\_\_\_

Please fill out the following methods to vote. All votes must be cast no later than **June 30, 2015**:

NEMA of Utah  
3335 South 300 East, Suite 6020  
Salt Lake City, UT 84119  
Email: [ballots@nemaofutah.com](mailto:ballots@nemaofutah.com)  
Fax: (801) 485-1286

**OWNER BALANCE**

It is proposed that the Association amend and revise its Declaration of Covenants, Conditions, and Restrictions ("CC&R's") and Bylaws. The revisions to the CC&R's and Bylaws are attached to assist the Association in complying with current laws and to improve the operations of the Association. Copies of the proposed amended CC&R's and Bylaws are included with this ballot. If you do not desire a copy of them, please contact HOA of Umoa at (831) 485-1285.

Pursuant to Utah Code Ann. § 16-6c-709 the Association solicits your vote for the proposed actions. Please review the attached information, that is, use the form below with your vote and request information. The ballot must be received by 5:00 PM on 6/26/15, at the residence. A copy of the ballot will be attached to the returned CC&R's as evidence of your election.

The record date for this action is May 7, 2015. This means that owners of record on this date will be eligible to vote on the amendments, CC&R's and Bylaws. Owners holding at least 50% of the units (51 Owners) must approve the amendments, CC&R's and Bylaws for them to take effect. A majority of all owners approve the amended CC&R's and Bylaws for them to take effect.

Please review the attached revisions CC&R's and Bylaws. If you have questions, please contact a board member. Once you are ready to vote, please check one of the boxes below and return the ballot.

FOR THE AMENDMENTS, CC&R'S AND BYLAWS:  YES  NO

- For the amendments, CC&R's, including Bylaws
- Against the CC&R's, including Bylaws

Signature: *[Handwritten Signature]*  
 Print Name: *[Handwritten Name]*  
 Address or Unit No.: *[Handwritten Address]*

Please take note of the following methods to vote. All votes must be cast no later than 5:00 PM, 6/26/15.

HOA of Umoa  
 1777 South 400 East, Suite 8020  
 Salt Lake City, UT 84143  
 Email: [info@umoa.com](mailto:info@umoa.com)  
 Fax: (801) 485-1285

**GENERAL**

It is proposed that the Association amend and revise its Memorandum of Understanding, Constitution, and Bylaws ("CCAFS") and Bylaws. The revisions to the CCAF's and Bylaws are intended to update the documents to comply with current laws and to improve the governance of the Association. Copies of the proposed amended CCAF's and Bylaws are available for review at the office of the Association's Secretary at 1115 South 20th Street, Suite 100, Reno, Nevada 89502. A copy of the full text of the proposed amended CCAF's and Bylaws is attached to this letter.

As required by Utah Code, Ann. § 7-2-201, the Association's members were notified by the proposed amendments. The Association's members were notified by the proposed amendments. The full text of the proposed amendments is attached to this letter as a reference to your records.

The revised documents are dated May 7, 2015. The proposed amendments are dated for the year and are allowed to vary on the proposed CCAF's and Bylaws. Changes effective at the end of the year (2015) shall remain in effect until the next general membership meeting. The Association's members are notified by the proposed amendments. A copy of the full text of the proposed amendments is attached to this letter.

Please review the proposed amendments to the CCAF's and Bylaws. If you have any questions, please contact the Secretary. Check you are ready to accept the proposed amendments to the CCAF's and Bylaws. If you have any questions, please contact the Secretary. The full text of the proposed amendments is attached to this letter.

For the Association CCAF's and Bylaws, including Bylaws:  
Secretary

*[Handwritten Signature]*  
Secretary

1115 South 20th Street, Suite 100  
Reno, Nevada 89502  
Phone: (775) 784-1111  
Fax: (775) 784-1111



**OWNER BALLOT**

It is proposed that the Association amend and restate its Declaration of Covenants, Conditions, and Restrictions ("CC&Rs") and Bylaws. The revisions to the CC&Rs and Bylaws are intended to update the documents to comply with current laws and to improve the operation of the Association. Copies of the proposed amended CC&Rs and Bylaws are included with this ballot. If you did not receive a copy of these, please contact HOA of Utah at (801) 485-1086.

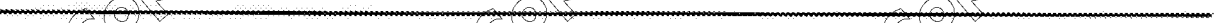
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The record date for this action is May 7, 2015. This means that owners of record on this date will be allowed to vote on the rewritten CC&Rs and Bylaws. Owners holding at least 50% of the votes (51 Owners) must return their ballot to meet quorum requirements. Once a quorum is established, a majority of all owners approve the amended CC&Rs and Bylaws for them to take effect.

Please review the attached rewritten CC&Rs and Bylaws. If you have questions, please contact a board member. Once you are ready to vote, please check one of the boxes below and return the ballot.



- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws



*[Handwritten Signature]* \_\_\_\_\_ *Beverly J. Funder* 4140 Sunrise Dr.  
Signature Print Name Address or Unit No.  
PO Box 101010  
Salt Lake City, UT 84109

Please use one of the following methods to vote. All votes must be cast no later than **June 30, 2015**:

HOA of Utah  
3335 South 900 East, Suite #230  
Salt Lake City, UT 84106  
Email: [hoaofutah@outlook.com](mailto:hoaofutah@outlook.com)  
Fax: (801) 485-1089

Unofficial copy

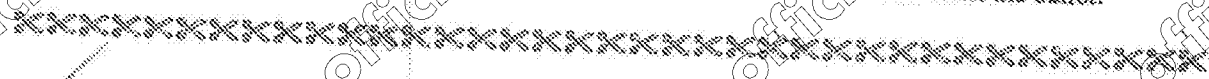
**OWNER BALLOT**

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The record date for this action is May 7, 2015. This means that owners of record on this date will be allowed to vote on the rewritten CC&Rs and Bylaws. Owners holding at least 50% of the votes (51 Owners) must return their ballot to meet quorum requirements. Once a quorum is established, a majority of all owners approve the amended CC&Rs and Bylaws for them to take effect.

Please review the attached rewritten CC&Rs and Bylaws. If you have questions, please contact a board member. Once you are ready to vote, please check one of the boxes below and return the ballot.



- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws

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<hr/> <p>Signature</p>	<hr/> <p>Print Name</p>	<hr/> <p>Address or Unit No.</p>
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Please use one of the following methods to vote. All votes must be cast no later than June 30, 2015:

HOA of Utah  
3335 South 900 East, Suite #230  
Salt Lake City, UT 84106  
Email: [hoaofutah@outlook.com](mailto:hoaofutah@outlook.com)  
Fax: (801) 485-1089

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The record date for this action is May 7, 2015. This means that owners of record on this date will be allowed to vote on the rewritten CC&Rs and Bylaws. Owners holding at least 50% of the votes (51 Owners) must return their ballot to meet quorum requirements. Once a quorum is established, a majority of all owners approve the amended CC&Rs and Bylaws for them to take effect.

Please review the attached rewritten CC&Rs and Bylaws. If you have questions, please contact a board member. Once you are ready to vote, please check one of the boxes below and return the ballot.

XX

For the rewritten CC&Rs, including Bylaws

Against the CC&Rs, including Bylaws

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Address or Unit No. \_\_\_\_\_

Please use one of the following methods to vote. All votes must be cast no later than June 30, 2015:

HOA of Utah  
3335 South 900 East, Suite #230  
Salt Lake City, UT 84106  
Email: [hpaofutah@outlook.com](mailto:hpaofutah@outlook.com)  
Fax: (801) 485-1089



**OWNER BALLOT**

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Please review the attached rewritten CC&Rs and Bylaws. If you have questions, please contact a board member. Once you are ready to vote, please check one of the boxes below and return the ballot.

XX

- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws

\_\_\_\_\_

	Garrett Nelson	9202 Sunris Ct
Signature	Print Name	Address or Unit No.

Please use one of the following methods to vote. All votes must be cast no later than June 30, 2015.

HOA of Utah  
3335 South 900 East, Suite #230  
Salt Lake City, UT 84106  
Email: [hoaofutah@outlook.com](mailto:hoaofutah@outlook.com)  
Fax: (801) 485-1089

OWNER BALLOT

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The record date for this action is May 7, 2015. This means that owners of record on this date will be allowed to vote on the rewritten CC&Rs and Bylaws. Owners holding at least 50% of the votes (51 Owners) must return their ballot to meet quorum requirements. Once a quorum is established, a majority of all owners approve the amended CC&Rs and Bylaws for them to take effect.

Please review the attached rewritten CC&Rs and Bylaws. If you have questions, please contact a board member. Once you are ready to vote, please check one of the boxes below and return the ballot.

XX

- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws

\_\_\_\_\_

<i>James F. Wink</i> Signature	James F. Wink Print Name	4083 Sunrise Dr. Address or Unit No.
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Please use one of the following methods to vote. All votes must be cast no later than June 30, 2015:

HOA of Utah  
 3336 South 900 East, Suite #230  
 Salt Lake City, UT 84106  
 Email: [hoaofutah@outlook.com](mailto:hoaofutah@outlook.com)  
 Fax: (801) 485-1089

**OWNER BALLOT**

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Please review the attached rewritten CC&Rs and Bylaws. If you have questions, please contact a board member. Once you are ready to vote, please check one of the boxes below and return the ballot.

XX

For the rewritten CC&Rs, including Bylaws

Against the CC&Rs, including Bylaws

\_\_\_\_\_

Signature	 Print Name	4093 Hilltop Address or Unit No.
-----------	---	-------------------------------------

Please use one of the following methods to vote. All votes must be cast no later than June 30, 2015:

HOA of Utah  
3335 South 900 East, Suite #230  
Salt Lake City, UT 84106  
Email: [hoaofutah@outlook.com](mailto:hoaofutah@outlook.com)  
Fax: (801) 485-1089

**OWNER BALLOT**

It is proposed that the Association amend and restate its Declaration of Covenants, Conditions, and Restrictions ("CC&Rs") and Bylaws. The revisions to the CC&Rs and Bylaws are intended to update the documents to comply with current laws and to improve the operation of the Association. Copies of the proposed amended CC&Rs and Bylaws are included with this ballot. If you did not receive a copy of these, please contact HOA of Utah at (801) 485-1086.

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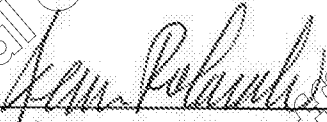


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Please review the attached rewritten CC&Rs and Bylaws. If you have questions, please contact a board member. Once you are ready to vote, please check one of the boxes below and return the ballot.



- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws



		
Signature	Print Name	Address or Unit No.

Please use one of the following methods to vote. All votes must be cast no later than **June 30, 2015**:

HOA of Utah  
3335 South 900 East, Suite #230  
Salt Lake City, UT 84106  
Email: [hoaofutah@outlook.com](mailto:hoaofutah@outlook.com)  
Fax: (801) 485-1089

Unofficial copy

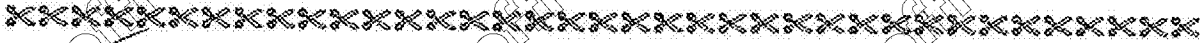
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- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws

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	<i>Sarah Smyth</i>	4251 Hilltop Dr
Signature	Print Name	Address or Unit No.

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HOA of Utah  
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- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws

---

	Monica Hull	4214 Sunrise Dr.
Signature	Print Name	Address or Unit No.

Please use one of the following methods to vote. All votes must be cast no later than **June 30, 2015**:

HOA of Utah  
3335 South 900 East, Suite #230  
Salt Lake City, UT 84106  
Email: [hoaofutah@outlook.com](mailto:hoaofutah@outlook.com)  
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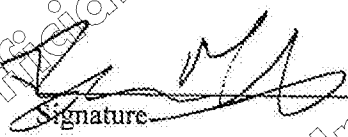
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- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws


Ben Meacham
4054 Sunrise

\_\_\_\_\_  
 Signature    Print Name    Address or Unit No.

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Salt Lake City, UT 84106  
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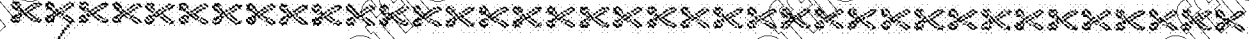
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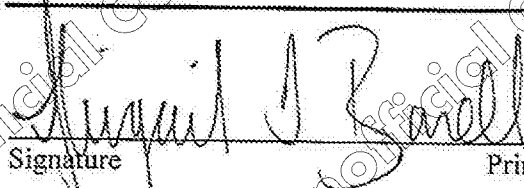
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- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws

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 Signature	ABIGAIL J. BONELL Print Name	 Address or Unit No.
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Please use one of the following methods to vote. All votes must be cast no later than **June 30, 2015**:

HOA of Utah  
 3335 South 900 East, Suite #230  
 Salt Lake City, UT 84106  
 Email: [hoafutah@outlook.com](mailto:hoafutah@outlook.com)  
 Fax: (801) 485-1089

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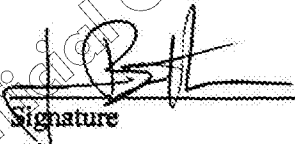
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XX

- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws

---


Don Beutler
4245 Sunrise Ave  
 Signature Print Name Address or Unit No.

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For the rewritten CC&Rs, including Bylaws

Against the CC&Rs, including Bylaws



*[Handwritten Signature]*

Myg Leaf

4076 Hilltop

Signature

Print Name

Address or Unit No.

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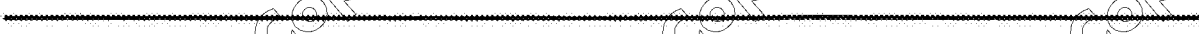
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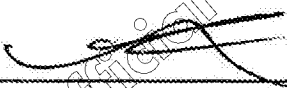
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For the rewritten CC&Rs, including Bylaws

Against the CC&Rs, including Bylaws



	Alvin Feh	4262 Hilltop
Signature	Print Name	Address or Unit No.

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3335 South 900 East, Suite #230  
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For the rewritten CC&Rs, including Bylaws

Against the CC&Rs, including Bylaws

	<i>Brim Corneally</i>	4245 HILLCROF
Signature	Print Name	Address or Unit No.

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XX

- For the rewritten CC&Rs, including Bylaws  
 Against the CC&Rs, including Bylaws

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<i>Edward Snyder</i>	Edward Snyder	6559 Southridge Dr.
Signature	Print Name	Address or Unit No.

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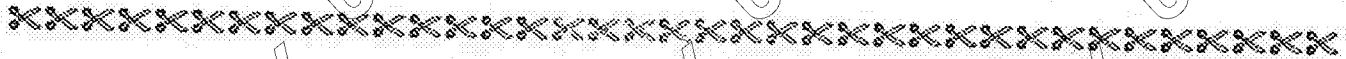
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- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws

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<i>Traci A. Casson</i>	Traci A. Casson	8545 Southridge Dr.
Signature	Print Name	Address or Unit No.

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- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws

---

<i>[Handwritten Signature]</i>	<i>Daniel Katz</i>	<i>8562</i>
Signature	Print Name	Address or Unit No.

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HOA of Utah  
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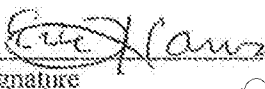

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XX

- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws

 Eric L. Hansen 4031 Somerset Dr  
 Signature Print Name Address or Unit No  
 Karen Hansen PO Box 54098  
 Please use one of the following methods to vote. All votes must be cast no later than June 30, 2015:

HOA of Utah  
3335 South 900 East, Suite #230  
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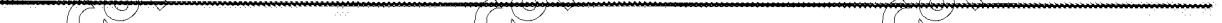
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- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws



<i>Kathryn Patchett</i>	Kathryn Patchett	9059 Summit
Signature	Print Name	Address or Unit No.

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Unofficial copy

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Please review the attached rewritten CC&Rs and Bylaws. If you have questions, please contact a board member. Once you are ready to vote, please check one of the boxes below and return the ballot.

XX

- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws

---

 Sarah Smyth 4251 Hilltop Dr  
Signature Print Name Address or Unit No.

Please use one of the following methods to vote. All votes must be cast no later than June 30, 2015:

HOA of Utah  
3335 South 900 East, Suite #230  
Salt Lake City, UT 84106  
Email: [hoaofutah@outlook.com](mailto:hoaofutah@outlook.com)  
Fax: (801) 485-1089



Unofficial copy

**OWNER BALLOT**

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Please review the attached rewritten CC&Rs and Bylaws. If you have questions, please contact a board member. Once you are ready to vote, please check one of the boxes below and return the ballot.

XX

- For the rewritten CC&Rs, including Bylaws (X)
- Against the CC&Rs, including Bylaws

*Stephanie Stephens*      STEPHANIE STEPHENS      4042 Hilltop Ct  
Signature      Print Name      Address or Unit No.

Please use one of the following methods to vote. All votes must be cast no later than June 30, 2015:

HOA of Utah  
3335 South 900 East, Suite #230  
Salt Lake City, UT 84106  
Email: [hoaofutah@outlook.com](mailto:hoaofutah@outlook.com)  
Fax: (801) 485-1089

(X) For the rewritten bylaws provided that all the rules are consistently and predictably enforced from now on. Still many long-standing violations that do not appear to have been addressed

**OWNER BALLOT**

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XX

- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws

\_\_\_\_\_

Signature: *Michael J. Jones*      Print Name: *Michael Jones*      Address or Unit No: *4163 1st Street*

Please use one of the following methods to vote. All votes must be cast no later than June 30, 2015:

HOA of Utah  
 3355 South 900 East, Suite #230  
 Salt Lake City, UT 84106  
 Email: [hoacofutah@outlook.com](mailto:hoacofutah@outlook.com)  
 Fax: (801) 485-1089

**OWNER BALLOT**

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XX

- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws

---

	MATTHEW FRENCHIE	4090 HILLTOP
Signature	Print Name	Address or Unit No.

Please use one of the following methods to vote. All votes must be cast no later than June 30, 2015:

HOA of Utah  
 3355 South 900 East, Suite #230  
 Salt Lake City, UT 84106  
 Email: [hoaofutah@outlook.com](mailto:hoaofutah@outlook.com)  
 Fax: (801) 485-1089

**OWNER BALLOT**

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Please review the attached rewritten CC&Rs and Bylaws. If you have questions, please contact a board member. Once you are ready to vote, please check one of the boxes below and return the ballot.

XX

- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws

---

Signature	Print Name	Address or Unit No.
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Please use one of the following methods to vote. All votes must be cast no later than June 30, 2015:

HOA of Utah  
 3335 South 900 East, Suite #230  
 Salt Lake City, UT 84106  
 Email: [hoaofutah@outlook.com](mailto:hoaofutah@outlook.com)  
 Fax: (801) 485-1089

**OWNER BALLOT**

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XX

- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws

---

*Victoria Miller*      Victoria Miller      1019 Hilltop  
Signature                      Print Name                      Address or Unit No.

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HOA of Utah  
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Salt Lake City, UT 84106  
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**OWNER BALLOT**

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XX

- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws

\_\_\_\_\_

<i>Jawad De...</i>	<i>Farrah L Spencer</i>	<i>4090 Sun...</i>
Signature	Print Name	Address or Unit No.

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3335 South 900 East, Suite #230  
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XX

- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws

---

<i>Fauah L. Spencer</i>	Fauah L. Spencer	4064 Sunrise Dr.
Signature	Print Name	Address or Unit No.

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 3335 South 900 East, Suite #230  
 Salt Lake City, UT 84106  
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- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws



<i>David D. Brook</i>	DAVID D. BROOK	4219 HILLTOP DRIVE
Signature	Print Name	Address or Unit No.

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3335 South 900 East, Suite #230  
Salt Lake City, UT 84106  
Email: [hoaofutah@outlook.com](mailto:hoaofutah@outlook.com)  
Fax: (801) 485-1089

Unofficial copy

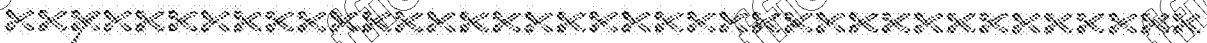
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- For the rewritten CC&Rs, including Bylaws**
- Against the CC&Rs, including Bylaws**



<i>[Handwritten Signature]</i>	Del L. Turner	4048 Hillside Dr Lot #50
Signature	Print Name	Address or Unit No.

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 Salt Lake City, UT 84106  
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XX

- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws

\_\_\_\_\_  
*Thomas A. Fargar*      THOMAS A. FARGAR      8570 SUTHERLAND DR  
 Signature                                  Print Name                                  Address or Unit No.

Please use one of the following methods to vote. All votes must be cast no later than **June 30, 2015**:

HOA of Utah  
 3335 South 900 East, Suite #230  
 Salt Lake City, UT 84106  
 Email: [hosofutah@outlook.com](mailto:hosofutah@outlook.com)  
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XX

For the rewritten CC&Rs, including Bylaws

Against the CC&Rs, including Bylaws

---

Paul Hansen      Paul Larson      4014 Rasmussen Rd  
Signature                          Print Name                          Address or Unit No.

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HOA of Utah  
3335 South 900 East, Suite #230  
Salt Lake City, UT 84106  
Email: [hoaofutah@outlook.com](mailto:hoaofutah@outlook.com)  
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Unofficial copy

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XX

- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws

\_\_\_\_\_

*Robert M. Taylor*     **ROBERT M. TAYLOR**     **4038 SUNRISE DR**  
 Signature                                  Print Name                                  Address or Unit No.

Please use one of the following methods to vote. All votes must be cast no later than **June 30, 2015**:

HOA of Utah  
 3335 South 900 East, Suite #230  
 Salt Lake City, UT 84106  
 Email: [haoofutah@outlook.com](mailto:haoofutah@outlook.com)  
 Fax: (801) 485-1089

Unofficial copy



Unofficial copy

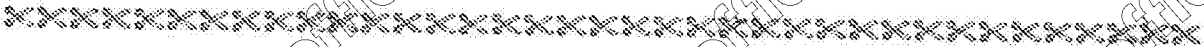
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- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws

\_\_\_\_\_ 4222 HILTON DR.  
*[Handwritten Signature]* LUTHER MERRILL

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Address or Unit No. \_\_\_\_\_

Please use one of the following methods to vote. All votes must be cast no later than **June 30, 2015**:

HOA of Utah  
 3335 South 900 East, Suite #230  
 Salt Lake City, UT 84106  
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Unofficial copy



Unofficial copy

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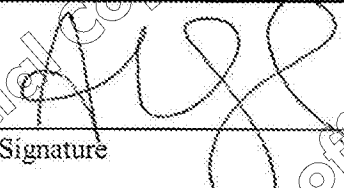
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- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws

	Ann Mycoff	77
Signature	Print Name	Address or Unit No.

Please use one of the following methods to vote. All votes must be cast no later than **June 30, 2015**:

HOA of Utah  
 3325 South 900 East, Suite #230  
 Salt Lake City, UT 84106  
 Email: [hoaofutah@outlook.com](mailto:hoaofutah@outlook.com)  
 Fax: (801) 485-1089

  
 4150 Hilltop Ct

Unofficial copy

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Please review the attached rewritten CC&Rs and Bylaws. If you have questions, please contact a board member. Once you are ready to vote, please check one of the boxes below and return the ballot.

XX

- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws

---

Signature: *Janet Lawrence*     Print Name: *Janet Lawrence*     Address or Unit No.: *4095 Hilltop Ct.*

Please use one of the following methods to vote. All votes must be cast no later than **June 30, 2015**:

HOA of Utah  
3335 South 900 East, Suite #230  
Salt Lake City, UT 84106  
Email: [hoaofutah@outlook.com](mailto:hoaofutah@outlook.com)  
Fax: (801) 485-1089

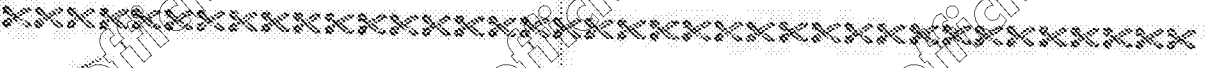
**OWNER BALLOT**

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- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws

	M. D. Deisi	4229 Hilltop Dr. P.O. 1
Signature	Print Name	Address or Unit No.

Please use one of the following methods to vote. All votes must be cast no later than **June 30, 2015**:

HOA of Utah  
3335 South 900 East, Suite #230  
Salt Lake City, UT 84106  
Email: [hnaofutah@outlook.com](mailto:hnaofutah@outlook.com)  
Fax: (801) 485-1089

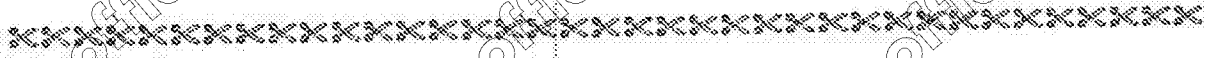
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- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws

---

 Lisa Rasch 4285 Hilltop Dr.  
Signature Print Name Address or Unit No.

Please use one of the following methods to vote. All votes must be cast no later than **June 30, 2015**:

HOA of Utah  
3335 South 900 East, Suite #230  
Salt Lake City, UT 84106  
Email: [haoofutah@outlook.com](mailto:haoofutah@outlook.com)  
Fax: (801) 485-1089



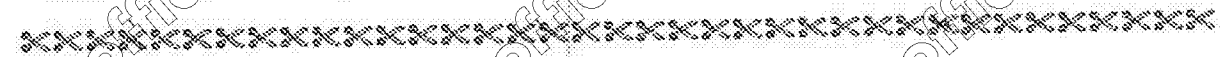
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- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws


Jessica Orth
4229 Southbridge Ct.

Signature Print Name Address or Unit No.

Please use one of the following methods to vote. All votes must be cast no later than **June 30, 2015**:

HOA of Utah  
 3335 South 900 East, Suite #230  
 Salt Lake City, UT 84106  
 Email: [hoaofutah@outlook.com](mailto:hoaofutah@outlook.com)  
 Fax: (801) 485-1089

**OWNER BALLOT**

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XX

- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws

---

*[Handwritten Signature]*      MARY DUDON      919 B Hill Top  
Signature    Print Name    Address or Unit No.

Please use one of the following methods to vote. All votes must be cast no later than **June 30, 2015**:

HOA of Utah  
3335 South 900 East, Suite #230  
Salt Lake City, UT 84106  
Email: [hoaofutah@outlook.com](mailto:hoaofutah@outlook.com)  
Fax: (801) 485-1089

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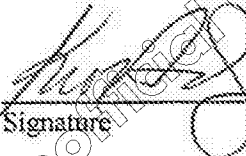
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XX

- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws

---

	Kurt Hardy	4107 Hilltop Ct.
Signature	Print Name	Address or Unit No.

Please use one of the following methods to vote. All votes must be cast no later than **June 30, 2015**:

HOA of Utah  
3335 South 900 East, Suite #230  
Salt Lake City, UT 84106  
Email: [hoaofutah@outlook.com](mailto:hoaofutah@outlook.com)  
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**For the rewritten CC&Rs, including Bylaws**

**Against the CC&Rs, including Bylaws**

---

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Address or Unit No. \_\_\_\_\_

Please use one of the following methods to vote. All votes must be cast no later than **June 30, 2015**:

HOA of Utah  
3335 South 900 East, Suite #230  
Salt Lake City, UT 84106  
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- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws

---

*Amanda Jancan*
Jancan, Amanda
4062 Hilltop Dr.

Signature
Print Name
Address or Unit No.

Please use one of the following methods to vote. All votes must be cast no later than **June 30, 2015**:

HOA of Utah  
 3335 South 900 East, Suite #230  
 Salt Lake City, UT 84106  
 Email: [hoaofutah@outlook.com](mailto:hoaofutah@outlook.com)  
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XX

For the rewritten CC&Rs, including Bylaws

Against the CC&Rs, including Bylaws

---

Signature *[Handwritten Signature]* Print Name *[Handwritten Name]* Address or Unit No. *[Handwritten Address]*

Please use one of the following methods to vote. All votes must be cast no later than **June 30, 2015**:

HOA of Utah  
3335 South 900 East, Suite #230  
Salt Lake City, UT 84106  
Email: [hoaoofutah@outlook.com](mailto:hoaoofutah@outlook.com)  
Fax: (801) 485-1089

## Exhibit C

### Bylaws of South Ridge Homeowners' Association

#### 1 BYLAW APPLICABILITY/DEFINITIONS

##### 1.1 Definitions

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

##### 1.2 Bylaw Applicability

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

#### 2 ASSOCIATION

##### 2.1 Composition

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

##### 2.2 Annual Meeting

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

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

##### 2.3 Special Meeting

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



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

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

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

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

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

#### **2.6 Quorum**

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

#### **2.7 Voting**

Members shall be entitled to one vote for each Lot in which the interest required for membership in the Association is held.

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

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

#### **2.8 Good Standing**

An Owner shall be in good standing if he has paid assessments levied against his Lot, including late fees, interest, fines, collection costs, and attorney fees. An Owner must have paid in full at least three days prior to the meeting or action.

#### **2.9 Proxies**

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

#### **2.10 Mail-in Ballots**

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

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

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

### **2.12 Record Date**

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

## **3 BOARD OF DIRECTORS**

### **3.1 Number and Qualification of Directors**

There shall be three to nine Directors. The number of Directors shall be decided by a majority of the Board. Directors must be Members in good standing at the time of their election.

### **3.2 Selection and Term of Directors**

Directors shall serve for a term of two years and shall serve until their successors have been elected. There is no limit on the number of terms an Owner may serve as a Director. Directors terms shall be staggered as follows: (i) an even number of Directors shall be elected in years ending with an even number; and (ii) an odd number of Directors shall be elected in years ending with an odd number. At the initial election of the Directors, the newly elected Directors shall determine their terms.

### **3.3 Vacancies**

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

### **3.4 Removal of Directors**

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

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

### **3.5 Organization Meeting**

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

or may be conducted at a special meeting.

### **3.6 Regular Meetings**

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

### **3.7 Special Meetings**

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

### **3.8 Conduct of Meetings**

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

### **3.9 Quorum**

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

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

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

### **3.11 Action without Meeting**

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

### **3.12 Powers and Duties**

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

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

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

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

Documents;

- 3.12.3 Delegate authority to a managing agent to act on behalf of the Association;
- 3.12.4 Provide for the maintenance, repair, and replacement of the Common Areas and exterior of Living Units;
- 3.12.5 Hire, contract for, and terminate personnel or contractors necessary for the maintenance repair and replacement of the Common Areas, exterior of Living Units, and administration of Association business. Provide for the compensation of personnel. Purchase supplies, equipment, and materials for use in the Association;
- 3.12.6 Open and maintain bank accounts on behalf of the Association. Designate authorized signers for the bank accounts;
- 3.12.7 File lawsuits or initiate other legal proceedings on behalf of the Association;
- 3.12.8 Defend lawsuits, administrative actions, and other legal proceedings against the Association;
- 3.12.9 Pay costs of any services rendered to the Project or multiple Owners, but not billed to the Owners individually;
- 3.12.10 Keep books with detailed accounts of the receipts and expenditures of the Association. Make the books available to the Owners as required by the Community Association Act and Nonprofit Act. The books shall be kept in accordance with generally accepted accounting practices. Upon resolution by the Board, retain an independent auditor to audit the books;
- 3.12.11 Grant easements, licenses, or permission over, under, and through the Common Areas;
- 3.12.12 Upon approval by 67% of the ownership interest in the Common Areas, to convey Common Areas;
- 3.12.13 Create committees;
- 3.12.14 Any other act allowed or required by the Governing Documents, the Community Association Act, or the Nonprofit Act;
- 3.12.15 Any act allowed or required to be done in the name of the Association.

### **3.13 Manager**

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

### **3.14 Compensation**

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

### **3.15 Limitation of Liability**

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

## **4 OFFICERS**

### **4.1 Election and Term of Officers**

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

### **4.2 Removal of Officers**

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

### **4.3 Offices**

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

#### **4.3.1 President**

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

#### **4.3.2 Vice President**

The vice president shall perform the duties and exercise the powers of the president in the absence or disability of the president. If the president and vice president are unable to act, the Board shall appoint a Director to fulfill the duties on an interim basis.

#### **4.3.3 Secretary**

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

#### **4.3.4 Treasurer**

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

### **4.4 Delegation of Duties**

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

#### **4.5 Compensation**

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

### **5 NOTICE**

#### **5.1 Manner of Notice**

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

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

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

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

5.1.1.3 By posting on the Association website; or

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

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

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

5.1.2.2 By facsimile, electronic mail, or any other electronic means to the Association's official electronic contact as designated in writing to the Owners.

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

#### **5.2 Waiver of Notice**

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

### **6 FINANCES**

#### **6.1 Fiscal Year**

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

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

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

#### **6.3 Availability of Records**

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

## **7 AMENDMENT TO BYLAWS**

### **7.1 Amendments**

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

### **7.2 Recording**

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

## **8 MISCELLANEOUS**

### **8.1 Office**

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

### **8.2 Conflicts**

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

### **8.3 Severability**

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

### **8.4 Waiver**

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

### **8.5 Captions**

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

### **8.6 Gender, etc.**

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

IN WITNESS WHEREOF, the Association has caused these Bylaws to be executed by its duly authorized officers.

DATED: 7-2-15

**South Ridge:**

Tina Lin Stubbs  
By: Farrish L. Spencer  
Its: Board President

STATE OF UTAH )  
 )  
 ) :ss.  
County of Summit )

On this 2 day of July, 2015, personally appeared before me Farrish L. Spencer who being by me duly sworn, did say that they are the authorized ARC authorized to execute these Bylaws and did certify that these Bylaws were approved by ARC's members.



Tina Lin Stubbs  
NOTARY PUBLIC



**Exhibit D**

**Architectural Guidelines**

(No change from original. To be attached prior to recording.)

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03	Individual Lot Guidelines
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12	Grading and Drainage
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14	Preservation of Significant Views
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## 02 Guideline Goals

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Site Development Goals include:

- Compatibility of each homesite's exterior functions and uses with the neighborhood;
- visual and physical adaptation of the building to its site;
- landscape treatments compatible within neighborhood;
- preservation of views and solar access

Exterior building design goals are that South Ridge building massing, roofscape, walls and site relationships should emphasize:

- Human scale;
- the avoidance of allusions to "alpine", geodesic dome, A-frame, and all other building forms not complimentary to the area;
- proximity to the ground - so that the buildings "hug" the ground, rather than dominate the site;
- adaptation to the site in every possible way.

## 01 Prologue

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These guidelines are based on a simple premise: If everyone tries to get everyone else's attention, no one will get anyone's attention; if, on the other hand, the atmosphere is calmer and more pleasant, one has time to notice everybody.

Western Summit County is an area of remarkable beauty with an architecturally rich building population. The basis for the area's attraction to prospective residents is its overall character. South Ridge semi custom homes and landscaping will reinforce this quality.

These guidelines are intended to be used in conjunction with a formal design review process of the South Ridge Home Owners Association (HOA) Architectural Committee. These guidelines are not a "building code," but criteria for good design. They are meant to give individual lot buyers, design professionals, and builders a good sense of what the Architectural Committee will be looking for. The suggestions contained here are the result of considerable research and experience, but the basic intent is to leave as much design freedom as possible to the individual. In the broadest sense, the guidelines are meant to ensure that the "spirit" of South Ridge isn't undermined by arbitrary, unthoughtful design. This "spirit" is absolutely critical to the success of the neighborhood and for this reason alone, it will behoove everyone to adhere to these guidelines as much as possible.

These "Design Guidelines" should be used in conjunction with the association's CC&R's.

### 03 Individual Lot Guidelines

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Special constraints unique to particular lots may include: driveway location; trees which may not be removed; open space easements for view protection; window orientation/height restrictions for privacy; and required tree planting.

Each lot is "typed" according to the home design type most likely to fit its topography, space, height restrictions, etc. Sample floor plans and building sections are provided for each lot "type". Two different "types" are specified for some lots.

## 10 Locations of Improvements and Outdoor Spaces

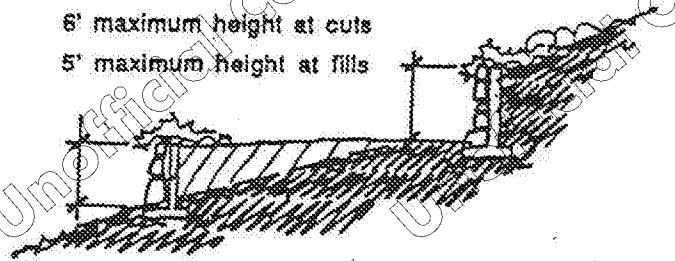
The "Individual Lot Guidelines" state where buildings are allowed and where site conditions will require grading and/or retaining walls. Changes from these guidelines are possible as more detailed evaluation of each lot occurs. Such exceptions will require approval by the Architectural Committee. Committee approval of exceptions will be based upon impacts on neighboring lots and overall subdivision quality.

Outdoor functions such as pools, decks, sport courts, gardens, etc. planned in locations not visible from the street do not require Architectural Committee approval unless they require grading changes beyond that anticipated in the subject lot's "Individual Lot Guidelines" plot plan.

## 11 Retaining Walls

Goal is consistent appearance of walls built years apart by different contractors. Two types of walls are permitted: vertical poured or block walls surfaced with cobblestone slag; or planter wall systems completed with plantings and maintenance sufficient to cover 80% of wall systems with vegetation within three years. Any variation must be approved by Architectural Committee. Use of garage and home elements for retention is encouraged.

6' maximum height at cuts  
5' maximum height at fills



## 12 Grading and Drainage

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To preserve existing land forms and site vegetation, grading plans for new development must be sensitive to the natural massing and features of the area. Grading and construction practices which disturb these natural features promote erosion and extensive revegetation. More importantly, they work against a basic goal for development: the natural setting should be preserved. Buildings and roads should be fitted carefully to their sites. Every effort should be made to minimize grading and excavation.

Internal lot grading must intercept surface water runoff and divert it away from the tops and toes of cut and fill slopes by using berms and ditches.

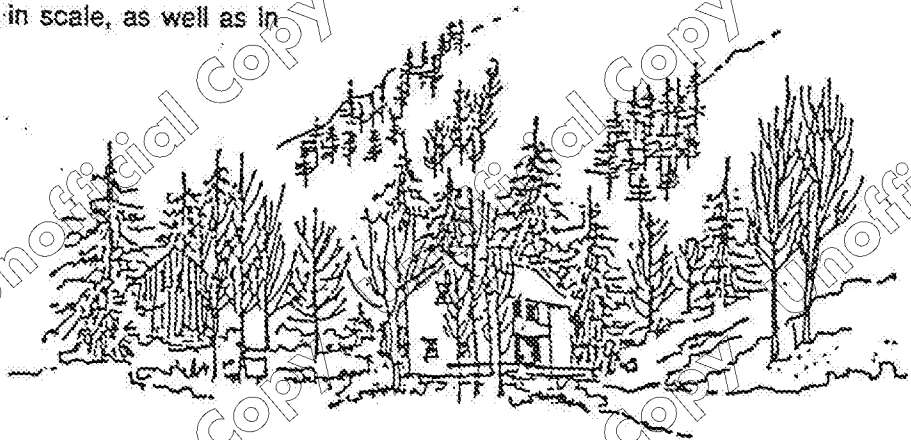
Each site should be graded to provide positive drainage away from buildings. Roofs should be provided with gutters and downspouts which discharge into closed conduits or asphalt pavements that drain away from the foundations and into the site storm drain systems.

## 13 Walls and Fences

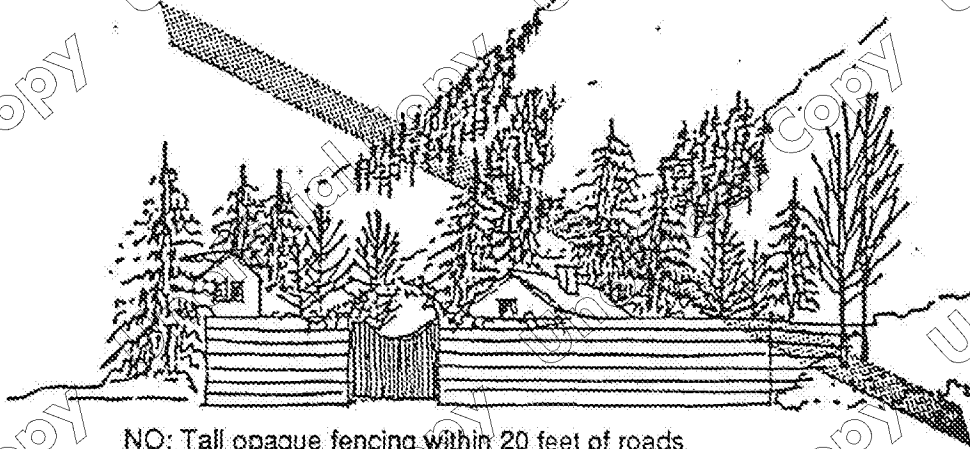
Walls and fences have four acceptable uses at South Ridge:

- as lot delineators;
- for retaining walls;
- to provide privacy; and
- to screen service areas.

The design of fences and walls should ensure that these elements harmonize with the site and the buildings on it - in scale, as well as in appearance.



YES: Fencing or walls don't dominate streetscape



NO: Tall opaque fencing within 20 feet of roads

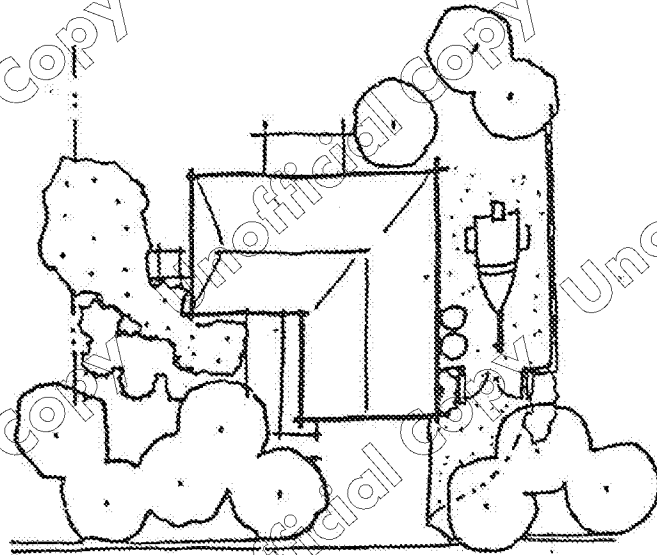


## 15 Screening Storage and Service Areas

New construction often includes service areas: RV and boat parking areas, storage sheds, mailbox areas, places for garbage cans, lawn equipment sheds, outbuildings for mechanical or HVAC equipment, solar collectors, etc. These things can detract from an otherwise well-designed site, and need to be dealt with in a way that keeps this from happening. They also need to be placed so that they can be easily accessible to the people who need to use them. The objective is to design and locate these service areas so they function well and don't become an eyesore to the neighborhood. They should be adequately screened, and whenever possible, placed away from other site uses. Screening can be by vegetation, fencing or building placement.

RV, boat and long term vehicle storage site planning will be subject to detailed Design Review Board scrutiny.

Heating, cooling, pumping, and other noise generating equipment should be sound buffered to minimize impacts on neighbors. Ideally, such systems will be located adjacent to host home and distant from neighboring homes.



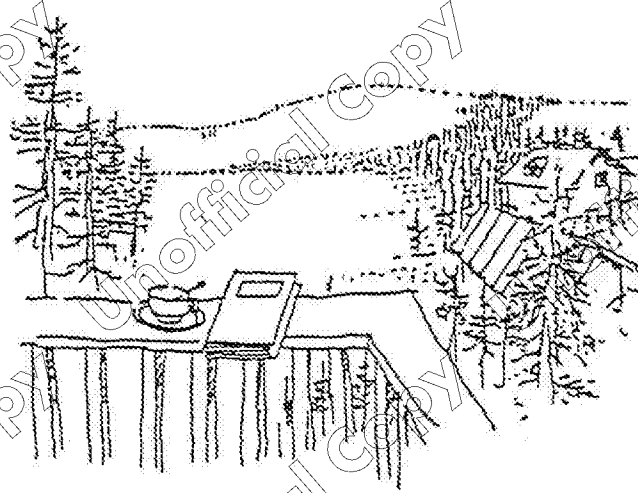
Garage, open parking and mechanical sheds shielded from view by fences, vegetation, and building forms.

## 14 Preservation of Significant Views

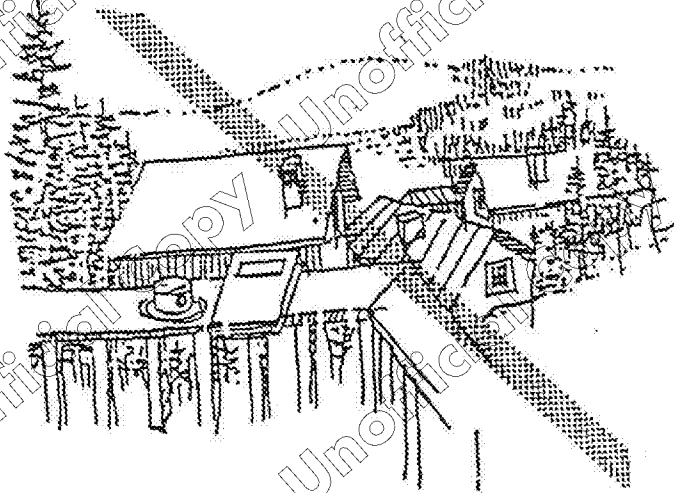
Two kinds of views are important at South Ridge:

- views from a site;
- views through a site to features beyond.

Both kinds of views must be considered. The objective is to create as many opportunities for views as possible, within the constraints posed by the site, while limiting obscuring the views of others.



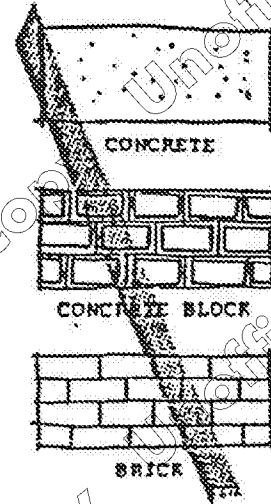
YES : Preserves off-site view  
by creating view corridor.



NO: Construction blocks own views  
and others' views.

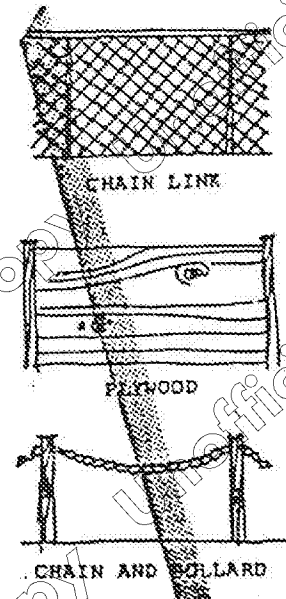
Walls built adjacent to buildings should be designed in conformance with guidelines for Protected Lower Walls (50). Retaining walls have distinct standards described above. Other walls (non-retaining) that are separated from buildings should not exceed six feet in height, and may be built in loose or mortared onsite stone or stone-faced concrete. Unacceptable materials include concrete, concrete block, and brick.

NO:

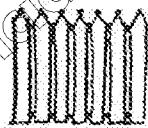


Fencing that is not attached to buildings should be low, unobtrusive, and built of naturally stained wood. Fencing attached to buildings and used for privacy or screening of service areas may be tall and opaque, but should be made of wood and designed to fit well with the character of the building. Unacceptable fencing materials include chain link and plywood. Painted fences are subject to (53) Color Palette consistency.

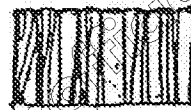
NO:



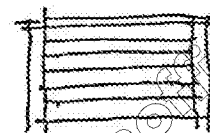
WOOD



PICKET FENCE



WOOD



WOOD

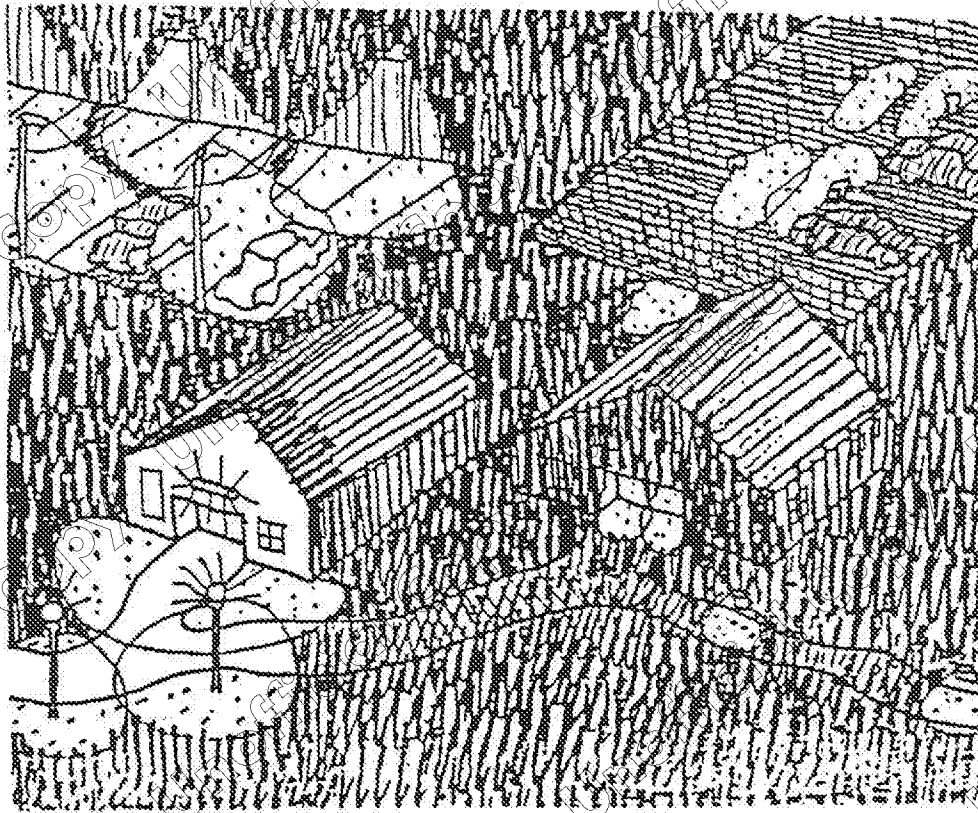
YES:

Typical acceptable wood fence choices

## 16 Night Lighting

Good night lighting is essential for safe movement, but good lighting is often equated with large amounts of lighting, which can detract from site quality by obliterating night views and interfering with people's rest. The objective is to provide night lighting discreetly, illuminating only what needs to be lit. In general, light sources should be shielded and directional. Bright lighting of large areas should only occur where absolutely required by safety considerations.

Bright lighting of sport courts and pools should be turned off except during usage. Every submittal for review by the Architectural Committee should include an indication of how night lighting is to be provided. This should be shown in plan, with accompanying specifications and any other material necessary to aid an design evaluation.



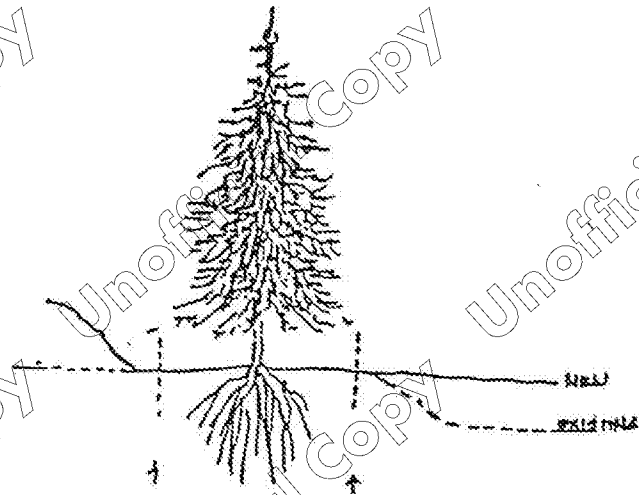
NO: Avoid area illumination and unshielded light sources.

YES: Discreet lighting of only critical areas.

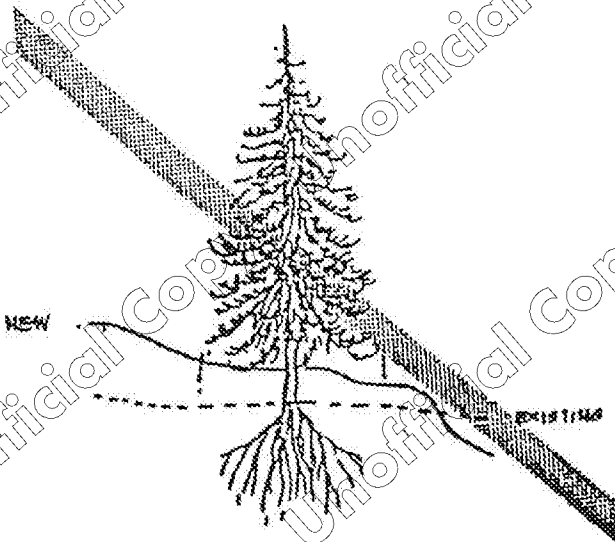
## 20 Natural Vegetation Preservation

Existing concentrations of vegetation are one of South Ridge amenities and an important part of its ecosystem. Whenever possible, these concentrations should be preserved and reinforced by new construction. The objective is to work with what exists, adding new vegetation that is compatible with South Ridge indigenous plant life.

Trees designated for preservation may not be removed without Architectural Committee approval. These trees should be protected from injury. Temporary protective fencing will be required for trees endangered during construction. Grade changes within a tree's drip line are prohibited unless approved by the Architectural Committee.



YES: Grade changes outside tree's drip line



NO: Grade changes within drip line only under arborist supervision

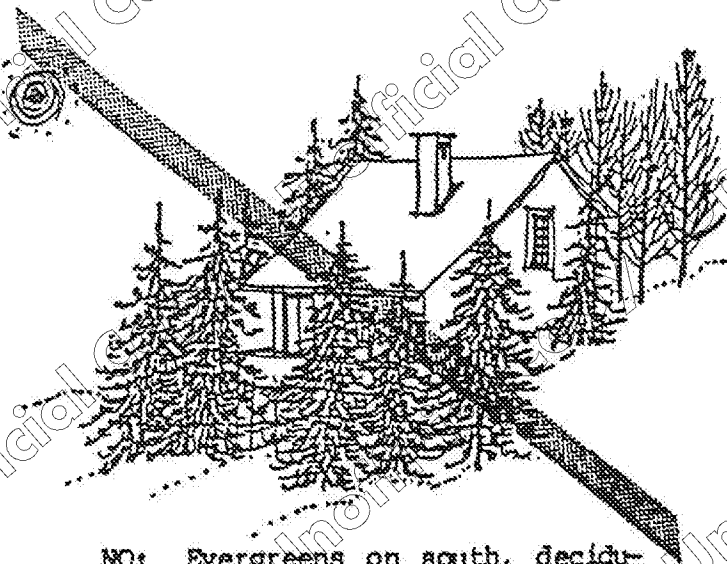
## 21 Solar Access and View Corridor Preservation

It is critical that new planting take the sun and the views of others into account, so that existing patterns of sunlight and existing view corridors are not obscured by new planting.

As a general rule, evergreens should be placed on the north and east sides of sites, and deciduous trees on the south and west, to preserve existing sunlight patterns. The impact of planting on adjoining sites should also be assessed. New planting that proves to interfere with other people's solar access or views may be subject to removal.



YES: Deciduous on south, evergreens on north.



NO: Evergreens on south, deciduous on north.

## 22 Required Landscaping

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Landscape plans must be submitted for Architectural Committee approval. There are three types of required landscaping, each with discretionary elements: erosion control ground cover; specific tree species, quantities, and specimen sizes in designated viewscape locations; front yard landscaping (see 23).

Trees, shrubs, and ground cover are usually found in groups of similar species, rather than alone or together with a number of other species (see illustration under 23). New plantings should follow patterns characteristic of and harmonize with the site environs.

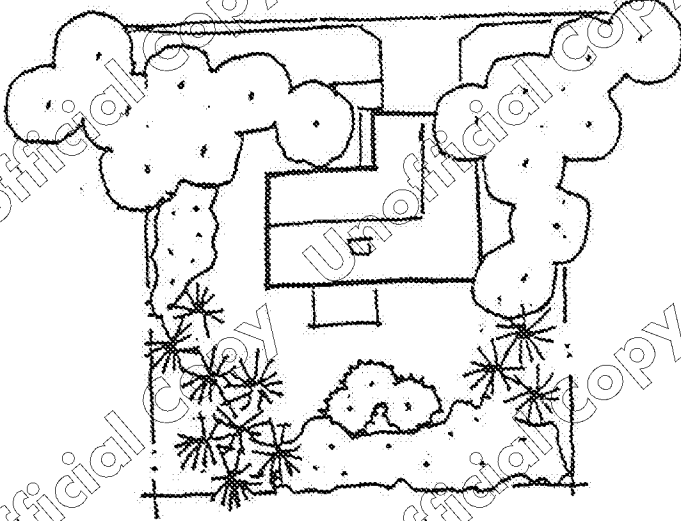
All cut or fill slopes must be revegetated to minimize erosion.

## 23 Discretionary Landscaping

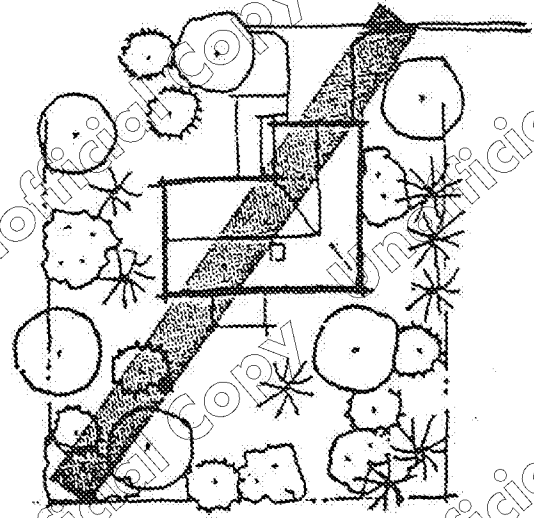
South Ridge front yard landscaping (streetscape) shall be consistent to create a cohesive neighborhood appearance. All front yards must be landscaped within 12 months of home construction completion. Plants should be massed by species.

Backyard landscaping should reflect individual tastes, but must respect

- views of and from neighbors;
- blending with the contiguous area



YES: Proper massing of new plants



NO: Like plants not grouped



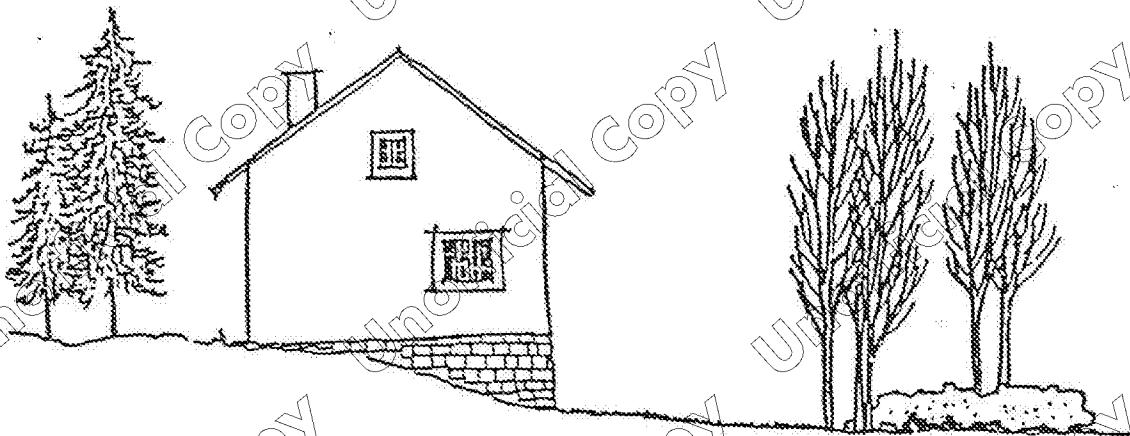
## 24 Wildfire Management

Grass brush fires are the primary natural wildfire threat in the South Ridge area. Owners of unbuilt lots may be required to maintain firebreaks.

The highest installed landscape fire potential occurs when trees are combined with a dense understory. In order to lower the fire hazard around buildings, woody shrubs should be planted in combination with oaks, conifers, or other trees next to buildings or under roof overhangs.



NO: Woody brush next to building.



YES: Wood brush held away from building.

## 30 Building Heights

---

All buildings within South Ridge are required to respect the height limits as described in the South Ridge CC&R's. These limits are designed to enhance viewscales, both from within the neighborhood and as it is viewed from outside points.

The height of a structure shall be measured vertically from the average elevation of the natural grade of the ground covered by the structure to the highest point of the structure or to the coping of a flat roof, to the deck line of a mansard roof, or to the mean height between eaves and ridges for a hip, gable, or gambrel roof. Note that Roof Shapes (see section 41 below) limit most South Ridge roofs to hip or gable types.

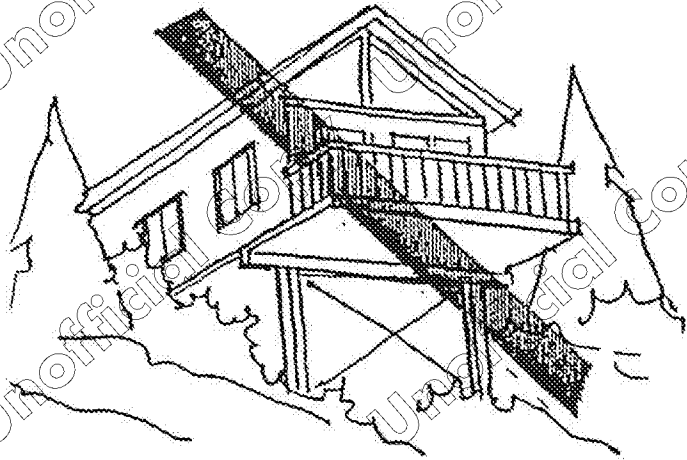
### 31 Buildings, Contours, Continuing Lower Walls

Buildings should follow contours and fit into existing land massing, rather than ignoring and dominating these forms.

The "sense" or "impression" of a building should be that its walls continue down to the ground to give a feeling of solidity and repose. Undue "chewing out" or eroding of the building form should be avoided.



YES: Wall surfaces continue downward. The building seems to rest solidly on the ground.



NO: Walls are held off the ground by thin members. The building seems to float in air.

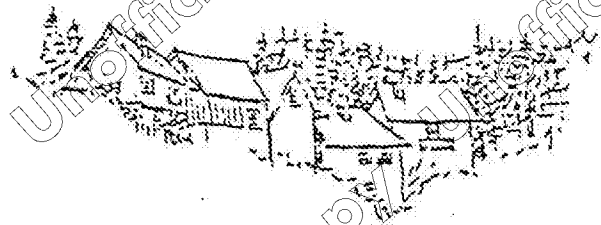
## 32 Scale of Building

Buildings at South Ridge should be scaled in such a way that they relate to the people living there and harmonize with the area and its natural features - particularly when they are located at tree or land mass edges or in the open.

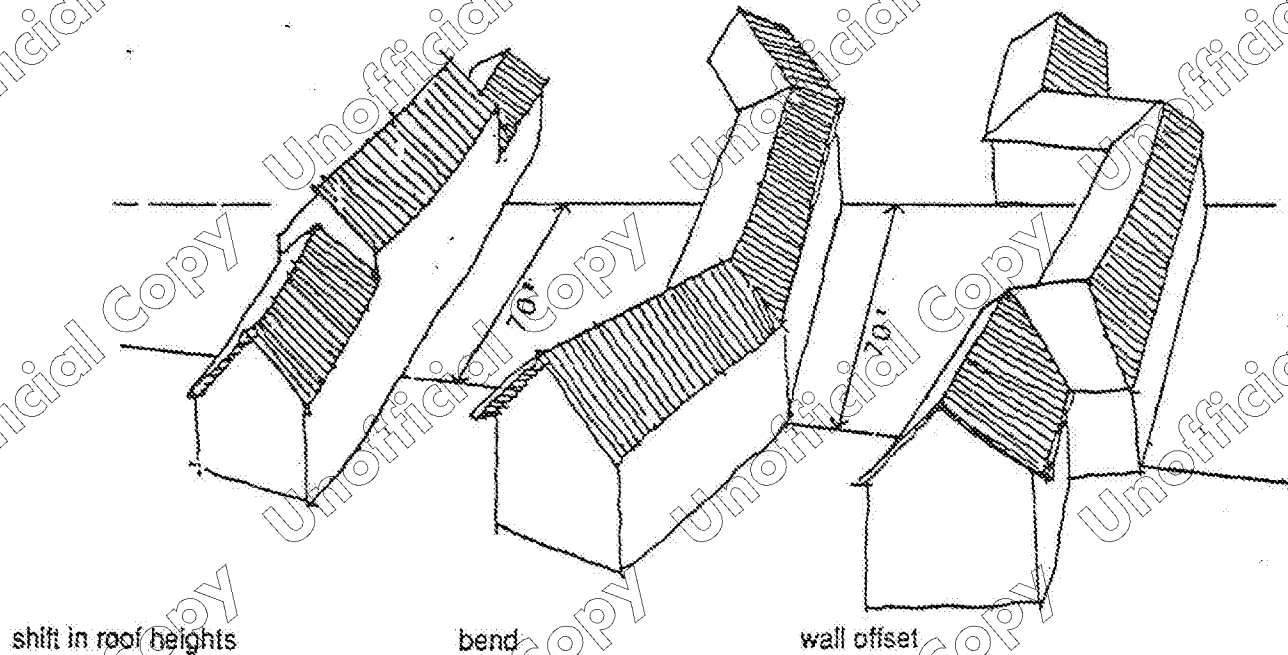
No unbroken expanse of building mass may exceed 70 feet. When the 70 foot limit is reached, one of the following must occur:

- the building mass must bend;
- the wall line must be offset a minimum of 5 feet;
- the roof line should shift up or down at least 5 feet, or take on a different ridge alignment.

Buildings should not become overpowering. Changing the plane of walls, changing direction and providing some variety in the roof form gives diversity and visual interest.



shift in ridge alignment



shift in roof heights

bend

wall offset

## 40 Roof Slopes

Roof shape is a major element of building form, and one of the most important contributors to a human scale. The slope of the roof is one determiner of this scale.

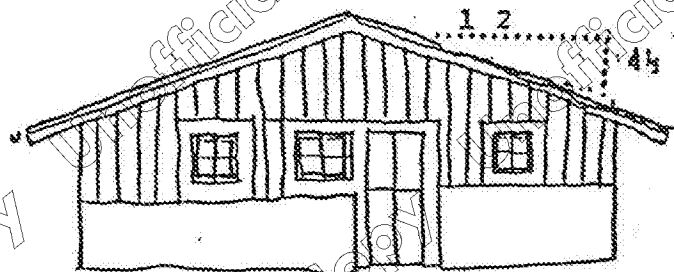
All roof slopes at South Ridge shall be constructed at a  $\frac{1}{12}$  pitch.

Roofs with greater or lesser slope will generally be prohibited, unless there are compelling reasons for their consideration (see discussion about solar collectors below).

maximum



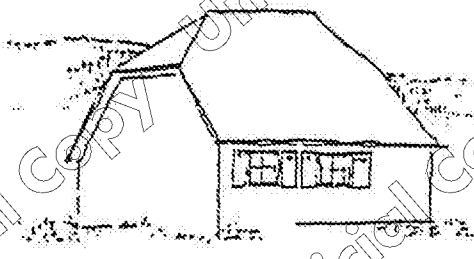
minimum



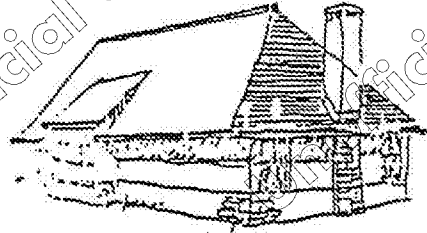
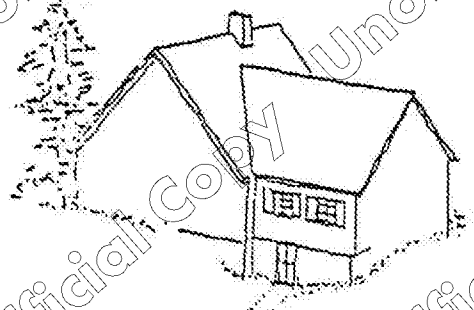
# 41 Roof Shape

The following roof types are permitted at South Ridge:

- partial hip roof;
- gable or compound gable roof;
- full hip roof;

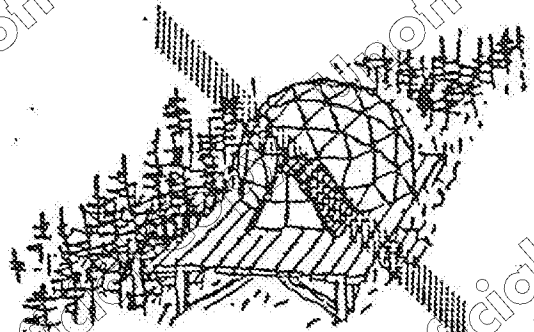
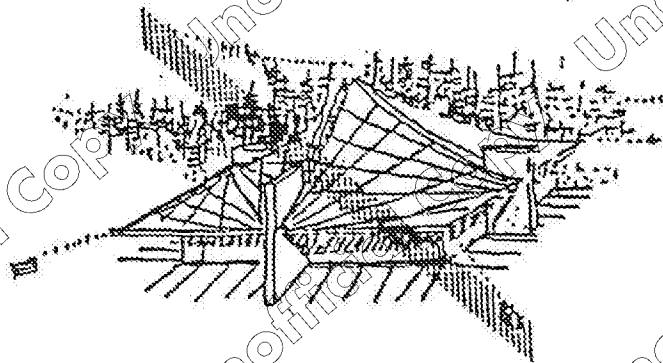
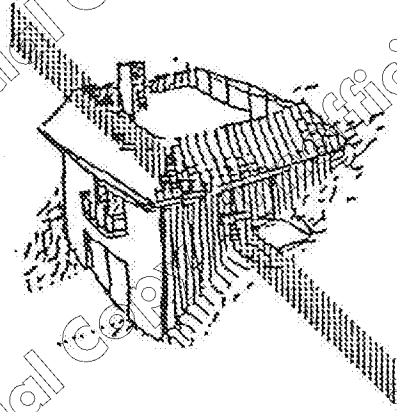
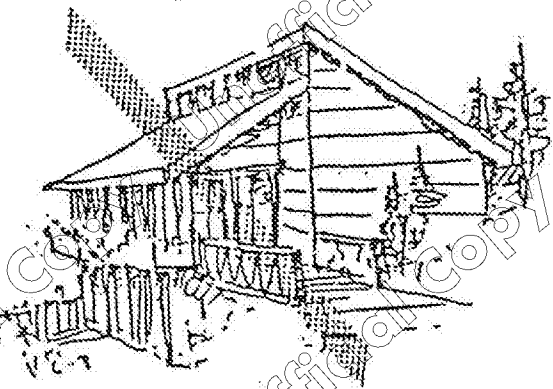
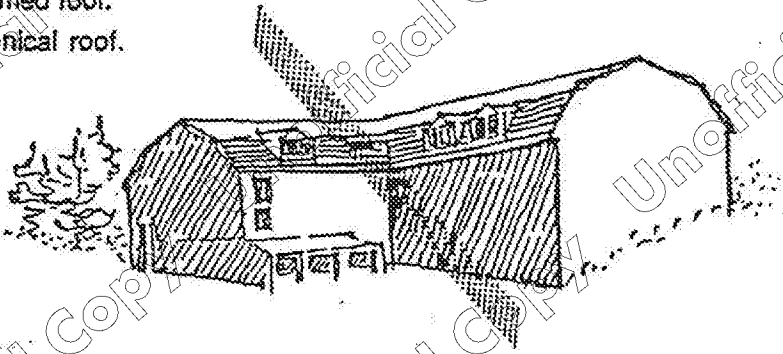


YES



The following are not permitted:

- fake or real mansard roof;
- gambrel roof;
- joined shed roof;
- curvilinear roof;
- domed roof.
- conical roof.

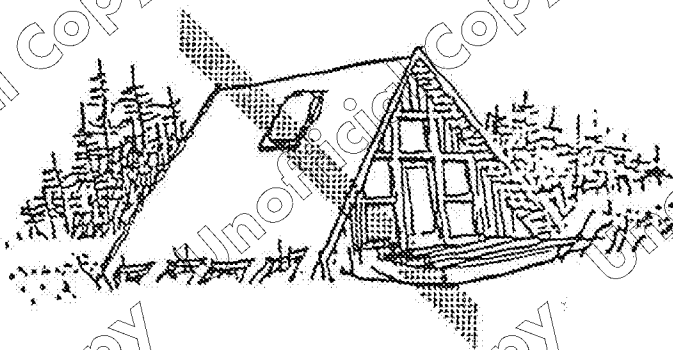


Roofs should not descend closer than seven feet from the ground. It should be clear, when looking at the building, that the function of the roof is to provide a covering for the buildings, and not to become a major element in the building's horizontal massing (i.e., the roof is not to be a substitute for a wall).

Roofs descending from the ridge of the predominant main roof must have the same slope. They need not be the same length, however.



YES: roof slope the same on both sides of main ridge.





The following roofs are permitted under certain conditions.

- Shed roofs: They are allowed if attached to buildings whose predominant roof shapes are one of the types permitted without restriction. They are also allowed in the case of minor, freestanding outbuildings, but a shed roof is not permitted in any outbuilding over 10 feet in height or 150 sq. ft. in area. No other use is permitted. Shed roofs cannot be the predominant roof shape in a building.



YES:

- Flat roofs are unacceptable as the predominant roof shape of a building. They may be used in moderation as a secondary roof shape on buildings with an acceptable predominant roof shape or as elements of decks.



YES:

## 42 Roof Surfacing Material

Roof surfacing materials are important as a means of blending the new construction to the existing character of the area. Careful selection of these materials can help to relate the buildings to their surroundings. On the other hand, the wrong color and texture can make the building garish and distracting. From a functional standpoint, the choice of materials depends on the slope and assembly of the roof. The objective is to choose roof surfacing materials that help the building blend with its site and its climatic conditions, and which are also functionally appropriate.

To provide and insure the desired neighborhood consistency, all roofs shall be constructed using asphalt shingles of a color approved by the Architectural Committee. All roof flashing must be of a color harmonious with roof.

## 43 Roof Appurtenances

Roof appurtenances - dormers, clerestories, skylights - create interesting, pleasant interior spaces. Their location on the roof is critical to avoiding an over-decorated, visually confusing appearance.

**DORMERS** - Dormers can have the following shapes:

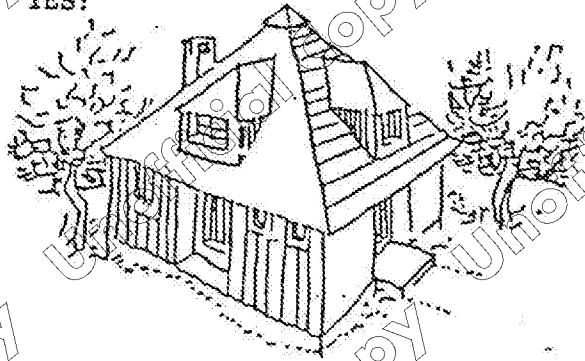
- shed dormer
- gable dormer;
- hip dormer;

Swooped dormers are not permitted. Dormers can be placed at the roof eave or within field of the roof.

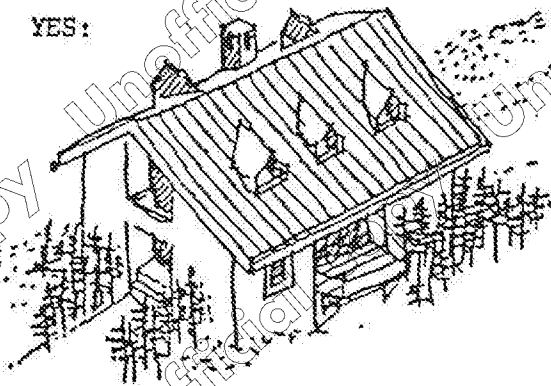
YES:



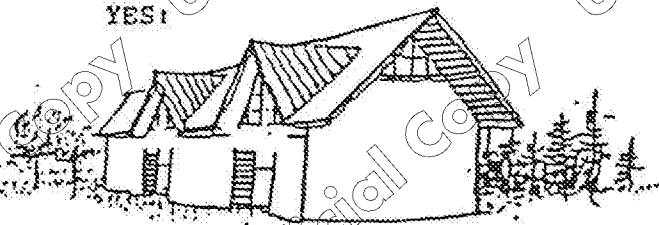
YES:



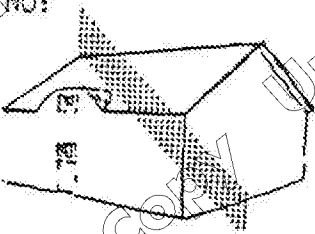
YES:



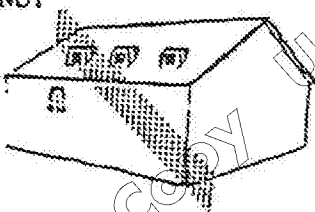
YES:



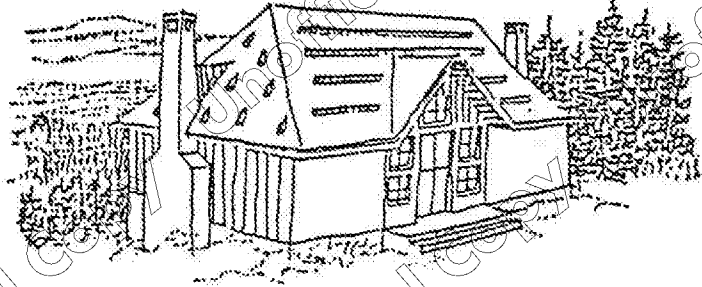
NO:



NO:



**ORNAMENT** In general, roof ornaments like finials, scroll work on ridge or barge and eave boards, or decorative turrets are discouraged.



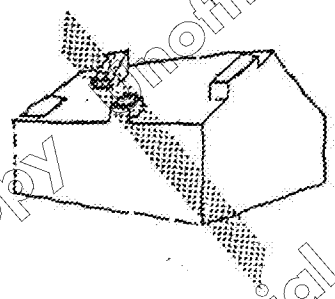
**ROOFTOP STAIRS, MECHANICAL AND ELECTRICAL AREAS**

Rooftop access stairways, mechanical equipment areas, antennae, etc., shall be confined within the roof and within roof dormers, and shall not protrude from the roof to form awkward-looking appurtenances. Roof ridge ventilators are permitted.

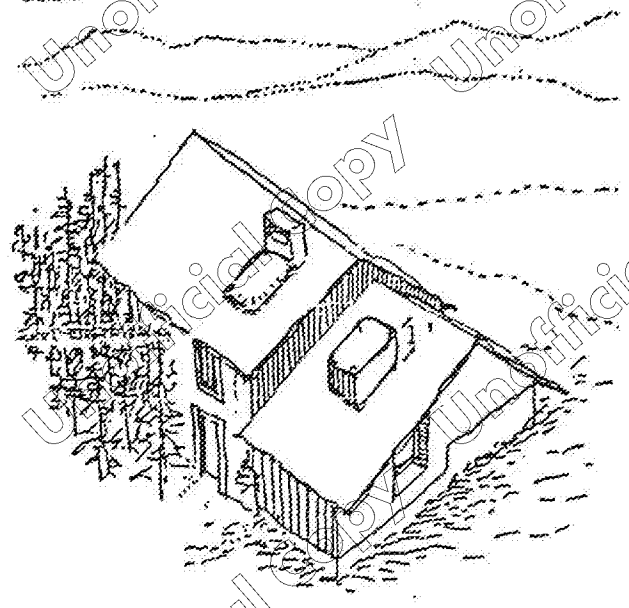


**SKYLIGHTS** Skylights can be placed flush against the roof or up to one foot above the roof's surface. Skylights higher than one foot above the roof plane, or placed at an angle with the roof plane, should be avoided. Skylights should not extend to the eave line.

NO:

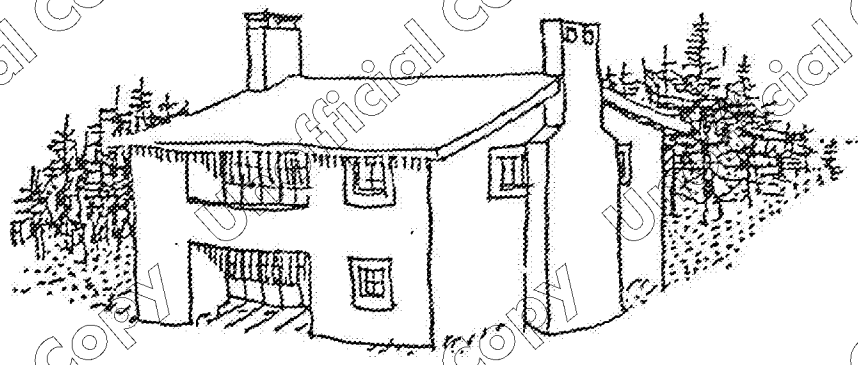


YES:

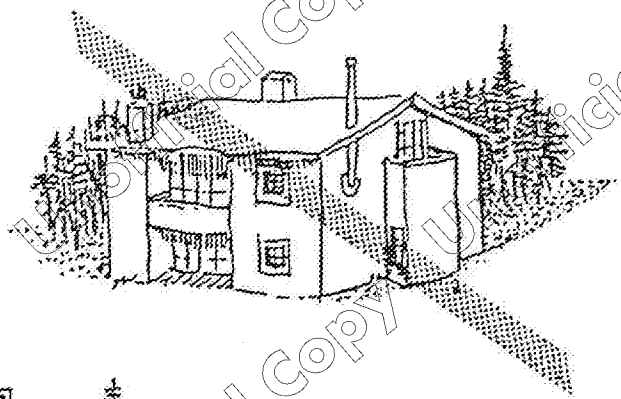


**CHIMNEYS** Wood, stucco, concrete and masonry-finished flues are permitted. A flat top is preferred, and side venting of the flue (with a flat cap and spark arrestor) is recommended. Exposed metal chimneys are not permitted.

YES:



NO:



## 51 Upper Wall Materials

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The upper wall materials should convey a sense of human scale and warmth, and the character they convey should be rural rather than urban or industrial.

The upper wall material can differ from that of the lower portion of the wall, or be of the same material.

Upper walls can be surfaced in the following materials:

- stone or brick;
- concrete block finished with stucco dash coat;
- concrete or slate tiles;
- wood shingles, wood siding, logs;
- cedar or redwood plywood, stained or painted;
- stucco or wood framing.
- Architectural Committee approved simulated stone;
- hardboard siding;

The upper wall may not be made of the following materials:

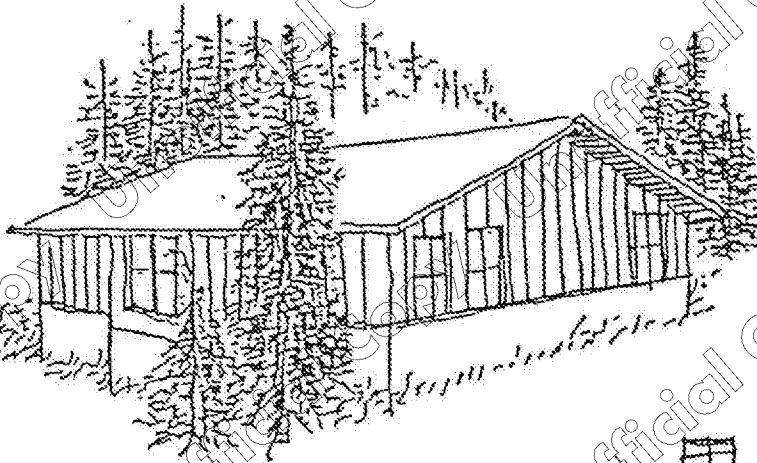
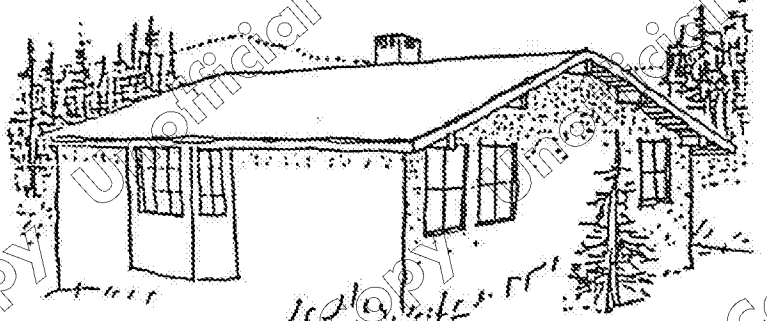
- ceramic tile;
- plastic siding;
- aluminum siding;
- steel siding;
- unapproved simulated stone
- asphalt siding.

## 52 Number of Wall Materials \_\_\_\_\_

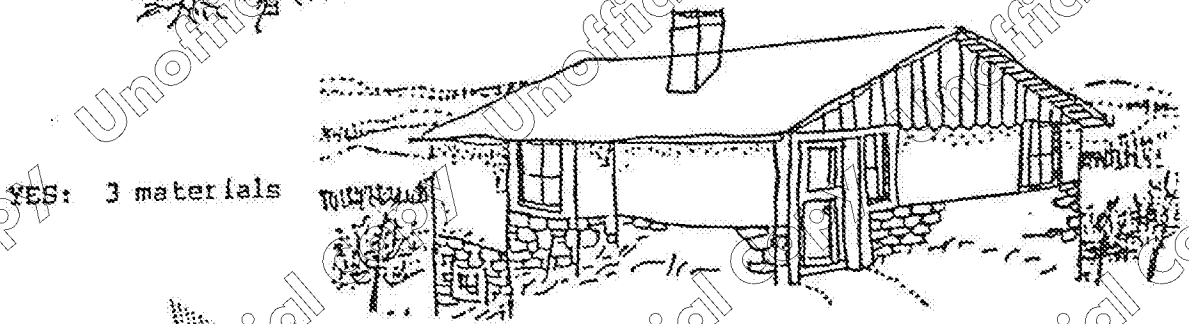
Changes in wall material can lend visual interest to a building; however, too many changes can make the wall visually discordant. The Objective should be to create walls that are interesting, but not in competition with their surroundings.

Walls can be surfaced with one to three different materials.

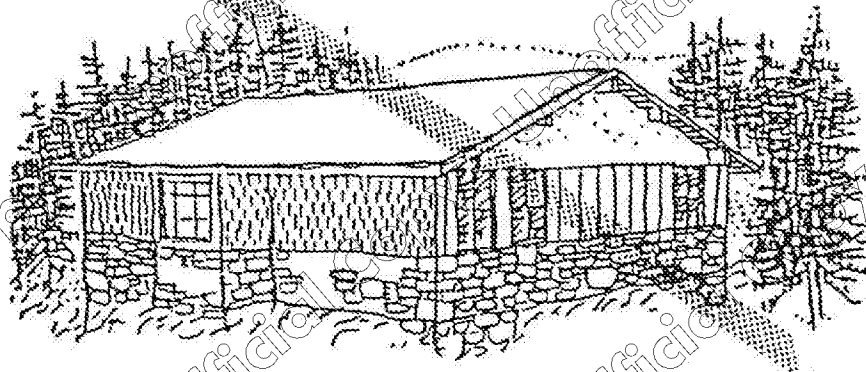
YES: 1 material



YES: 2 materials



YES: 3 materials



NO: 4+ materials

## Color Palette

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Exterior wall colors should harmonize with the site and surrounding buildings. Accent colors on wall surfaces can enliven buildings. However, their location should be confined to entries and gathering points, which do not disrupt the overall harmony of the area.

On exterior walls, the predominant tone should tend toward warm, earthy hues - whether in the natural patina or weathered color of the wall surface itself or the color of the paint, stain or other coating. Bright and dramatic colors can be used for accent on exterior wall areas hidden from general view.



accent color