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RESTATED AND AMENDED DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
HIDDEN CREEK COURT HOMEOWNERS ASSOCIATION
 (A Planned Unit Development)

4/1/20
 This Restated and Amended Declaration of Covenants, Conditions, and Restrictions for Hidden Creek Court Homeowners Association ("Restated Declaration") is made and executed this ____ day of _____, 2010, by the property Owners at Hidden Creek Court, formerly known as Brockwood Homeowners' Association. All the homeowners are residents and Owners of Lots in Hidden Creek Court ("Hidden Creek Court"), a planned unit development, in Salt Lake County, Utah.

RECITALS

- A. The homeowners are the record Owners of those Lots and that real property more particularly described in Exhibit "A" attached hereto.
- B. Hidden Creek Court was created upon the recording of the "Brockwood (A Planned Unit Development) Declaration of Covenants, Conditions and Restrictions", dated August 27, 1979, and recorded in the office of the Salt Lake County Recorder on August 28, 1979, as Entry No. 3329032, in Book 4932, beginning on page 1306 (hereinafter the "Enabling Declaration"), and upon recording of the plat map for "Brockwood P.U.D." in the Salt Lake County Recorders office as entry number 3329031. The name of the planned unit development was changed from "Brockwood" to "Hidden Creek Court" subsequent to 1979;
- C. A residential development consisting of lots, landscaped areas, private roads, and common areas has been created within the various phases of Hidden Creek Court.
- D. The Owners of Lots within Hidden Creek Court desire to provide for the preservation of the values and amenities of the property and for maintenance of the common areas. To this end and for the benefit of the property and of the Owners thereof, the Owners desire to subject the units situated on the real property described in Exhibit "A" to the provisions of this Restated Declaration.
- E. The Owners deem it desirable for the efficient preservation of the values and amenities of the Lots and common area in Hidden Creek Court to create an entity which possesses the power to maintain and administer the common areas, to collect and disburse the assessments and charges hereinafter provided for, and otherwise to administer and enforce the provisions of this Restated Declaration; for such purpose the Owners shall create a nonprofit corporation under the laws of the State of Utah known as the Hidden Creek Court Homeowners Association, Inc. ("Association").

- F. Hidden Creek Court was constructed in accordance with the plans and drawings contained in the plat map filed for record with the office of the Salt Lake County Recorder, State of Utah. The Lot Owners own the fee title to the individual Lots contained in Hidden Creek Court, together with the undivided Ownership interest in the Common Areas and Facilities appurtenant to such Lots, subject to the covenants, conditions restrictions, limitations and easements herein set forth. The Lot Owners desire to amend the Enabling Declaration and to update and modify provisions thereof.

NOW THEREFORE, the Lot Owners of Hidden Creek Court hereby declare that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof. Furthermore the Lot Owners restate and amend the Enabling Declaration for Hidden Creek Court as well as all amendments to the Enabling Declaration recorded against the real property located in Salt Lake County, Utah, known as Hidden Creek Court PUD and more fully described on Exhibit "A" attached hereto. By adopting this Restated Declaration, the Enabling Declaration and all amendments to the Enabling Declaration are hereby replaced by this Restated Declaration.

The Hidden Creek Court Enabling Declaration is hereby restated and amended as follows:

ARTICLE I

DEFINITIONS

When used in this Restated Declaration (including in that portion hereof headed "Recitals") the following terms shall have the meaning indicated.

- 1.1 "Act" shall mean and refer to the Utah Community Association Act, Title 57, Chapter 8a, Utah Code Annotated (1953), as the same may be amended from time to time.
- 1.2 "Association" shall mean and refer to the Hidden Creek Court Homeowners Association, Inc., a Utah nonprofit corporation, its successors and assigns.
- 1.3 "Board" or "Board Members" shall mean the board of directors of the Association.
- 1.4 "Common Area" Common Area shall mean all real property (including the improvements thereto) owned in common by Owners for the common use and enjoyment of the Owners including the Roadways. The Common Area is owned by the Owners and managed by the Association, and includes all real property described in on the Map that is not included within a Lot, and is further described as follows:

Beginning at a point on the East R/W Line of 1300 East Street (Said R/W Line being 40.00 feet East of and parallel to the center line of the Street), said point being West 308.7 feet and North 1211.43 feet from the West 1/4 Corner of Section 9. T.2S., R.1E., S.L.B. & M.; Thence N. 0° 56'30"E. 282.88 feet; Thence S83°10'40"E. 484.33 feet; Thence S0°50'00"W. 128.05 feet; Thence S0°11'00"W. 484.18 feet to the Point of Beginning. Containing 2.88 acres.

Excepting therefrom all of Lots 1 through 24 as designated on the Map.

- 1.5 **"Lot"** shall mean and refer to any plot of land and structure thereon within the exterior boundaries of the Property, which plot and structure are intended to be used and occupied by a single family as such Lots are shown upon the Map, with the exception of the Common Area.
- 1.6 **"Map"** shall mean that certain subdivision plat map entitled "BROCKWOOD P.U.D." and recorded in the office of the County Recorder for Salt Lake County, State of Utah, as entry number 3329031.
- 1.7 **"Mortgage"** shall mean a Deed of Trust as well as a Mortgage.
- 1.8 **"Mortgagee"** shall mean any person or entity named as a beneficiary under or a holder of a deed of trust as well as a mortgage and any successor to the interest of such person or entity.
- 1.9 **"Owner(s)" or "Lot Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, or a contract vendor, but excluding those having an interest merely as security for the performance of an obligation.
- 1.10 **"Parking Spaces"** shall mean those separate physical spaces which are located within the Common Area and which may be assigned, pursuant to this Restated Declaration, to a specific Lots or designated for Visitor Parking.
- 1.11 **"Property"** shall mean and refer to that certain real property described in the Map and Exhibit "A" attached hereto, and includes all Lots and Common Area.
- 1.12 **"Quorum"** shall mean the attendance in person or by proxy at any meeting of the Association of at least twenty-five percent (25%) of the Owners.
- 1.13 **"Roadways"** shall mean that portion of Common Area consisting of the streets within the exterior boundaries of the Property for the use and benefit of the Owners.

ARTICLE II

PROPERTY RIGHTS AND ASSOCIATION POWERS

- 2.1 **Owners' Easements of Enjoyment** Every Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:
- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
 - (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment then due Owner for any period during which any assessment then due against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
 - (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Owners and subject to the Mortgagee rights provided for hereinafter. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of Owners has been recorded.
- 2.2 **Delegation of Use** Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and any recreational facilities to the members of his family and his tenants and shall be deemed to have delegated said rights to contract purchasers who reside on the Property.
- 2.3 **Parking Rights** The Association shall have power and authority to adopt reasonable rules and regulations pertaining to the use of Parking Spaces and to assign specific Parking Spaces to particular Lots on an equitable basis. The use and occupancy of all Parking Spaces shall be for the parking of automobiles, motorcycles, trailers, and other wheeled conveyances. The Association may by rule or regulation allow other used of the Parking Units not inconsistent with this Restated Declaration.

ARTICLE III

ROADWAYS

- 3.1 **Limited Uses** Subject to the limitations herein set forth, the Roadways shall be and remain for the use and benefit of Owners as roadways for access, ingress, and egress to and from Lots and other improvements on the Property, unless the Owners unanimously agree to change such use. No change of use of the Roadways shall be effective unless and until there shall be recorded in the Office of the County Recorder for Salt Lake County, State of Utah,

a written instrument duly executed and acknowledged by all Owners agreeing to such change of use.

- 3.2 **Easements and Rights** Every Owner shall have a nonexclusive right and easement to use and enjoy the Roadways for access, ingress, and egress to and from the Lots and Parking Spaces and other improvements on the Property which right and easement shall be appurtenant to and shall pass with title to every Lot, subject to the following provisions:
- (a) The right of the Association to levy and collect annual and special assessments, as hereinafter provided.
 - (b) The right of the Association to enact rules and regulations pursuant to paragraph 3.2(c) hereof.
 - (c) The right of the Association, subject to Mortgagee rights hereinafter set forth, to dedicate or convey all or any part of the Roadways to any public agency, authority, or utility, for such purposes and subject to such conditions as may be agreed to by the Owners of not less than two-thirds (2/3) of the Lot Owners. No such dedication or conveyance shall be effective unless and until there shall be recorded in the Office of the County Recorder for Salt Lake County, State of Utah, a written instrument duly executed and acknowledge by the Association certifying that not less than two-thirds (2/3) of the Lot Owners have approved such a transfer.
- 3.3 **Delegation and Assignment of Use** Any Owner may delegate to the members of his family and to his guests, in accordance with reasonable rules and regulations promulgated by the Association, such Owner's right to use and enjoy the Roadways. Any Owner may also assign or delegate to his tenants and shall be deemed to have assigned to contract purchasers (who reside on the Lots), in accordance with reasonable rules and regulations promulgated by the association, such Owner's right and easement to use and enjoy the Roadways.
- 3.4 **Management of Roadways** The Association, subject to the rights and duties of Owners as set forth in this Restated Declaration, shall be responsible for the management, control, operation, care, maintenance, repair, replacement, upkeep of the Roadways, unless and until such responsibility is transferred to and accepted by a public agency, authority, or utility and such transfer is agreed to by the Owners as provided herein.
- 3.5 **Rules and Regulations** The Association shall have the power and authority to adopt, promulgate, rescind, amend, and enforce reasonable rules and regulations governing use of the Common Areas and Roadways; provided, however, that such rules and regulations shall be consistent with the rights and obligations established by this Restated Declaration. The Association shall furnish to each Owner copies of all such rules and regulations promulgated by the Association, copies of all amendments thereto and recessions thereof, and copies of all decisions and resolutions of the Association adopted pursuant hereto. Such rules and regulations shall take effect five (5) days after adoption by the Association.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

- 4.1 **Membership** Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.
- 4.2 **Voting** The Association shall have one class of voting membership consisting of all Owners. In no event shall more than one vote be cast with respect to any Lot.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

- 5.1 **Creation of the Lien and Personal Obligation of Assessments** Each Owner of a Lot is deemed to covenant and agree to pay to the Association:
- (a) Monthly assessments or charges, and
 - (b) Special assessments for the capital improvements, such assessments to be established and collected as hereinafter provided. The monthly and special assessments, and after any default, interest, costs and reasonable attorney fees, shall be a charge on the Lot and except as otherwise provided shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them.
- 5.2 **Purpose of Assessments** The assessment assumed by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and for the improvement and maintenance of the Common Area and of the Lots.
- 5.3 **Maximum Monthly Assessment** The maximum monthly assessment may be increased each year by not more than ten percent (10%) above the maximum monthly assessment for the previous year without a vote of the membership. The maximum monthly assessment may be increased above ten percent (10%) by approval at a meeting, where a quorum is present, by sixty-seven percent (67%) of those Owners who are present, in person or by proxy, at a meeting duly called for this purpose. The Association may fix the monthly assessment at an amount not in excess of the maximum permitted by this section.
- 5.4 **Assessment for Capital Improvements** The Association shall maintain an adequate reserve fund for maintenance, repairs and replacements of those elements of the Common Area that must be replaced on a periodic basis. This fund shall be accumulated by setting aside such portion of the monthly assessments authorized above, as shall be fixed by the

Association.

In addition to such monthly assessments, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall be approved at a meeting, where a quorum is present, by two-thirds (2/3) of those Owners who are present, in person or by proxy, at a meeting duly called for this purpose.

- 5.5 **Notice and Quorum for Any Action Authorized Under Sections 5.3 and 5.4** Written notice of any meeting called for the purpose of taking any action authorized under Section 5.3 or 5.4 shall be sent to all Owners not less than ten (10) days nor more than thirty (30) days in advance of the meeting.
- 5.6 **Uniform Rate of Assessment** Both monthly and special assessments must be fixed at a uniform (equal) rate for all Lots and collected on a monthly basis.
- 5.7 **Due Dates for Monthly Assessments** The monthly assessments provided for herein are due on the first day of the month. The Association shall fix the amount of the monthly assessment against each Lot at least thirty (30) days in advance of each calendar year. Written notice of the monthly assessment shall be sent to every Owner subject thereto. Failure of the Association to fix the amount of the monthly assessment or send notice thereof shall not relieve any Owner of the obligation to pay a monthly assessment. The Association shall, upon written request of any Owner, Mortgagee, prospective Mortgagee, or prospective purchaser, and for a reasonable charge not to exceed Twenty Five Dollars (\$25.00), furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.
- 5.8 **Effect of Nonpayment of Assessments: Remedies of the Association** Any assessment not paid within fifteen days (15) after the due date shall incur a late fee on not more than Twenty Five Dollars (\$25), as determined by a written policy adopted by the Association, and shall bear interest from the due date at the rate of one and one half percent (1-1/2%) per month. The Association may bring an action against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. In any action or proceeding under this Restated Declaration to collect any unpaid or delinquent assessment, the prevailing party shall be entitled to recover its costs and expenses in connection therewith including a reasonable attorney fees. Prior to the initiation of any foreclosure action, a first Mortgagee, upon written request, is entitled to written notification from the Association of any default in the performance by the individual Owner of any obligation levied pursuant to this Article V, which is not cured within thirty (30) days. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, by claim of any set-off, or abandonment of his Lot. All legal fees incurred by the HOA to recover unpaid assessments shall be assessed to the delinquent Owner.

- 5.9 **Subordination of the Lien to Mortgages** The Lien of the Assessments provided for herein shall be subordinate to the lien of any first Mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessments as to any payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI

EXTERIOR MAINTENANCE AND ARCHITECTURAL CONTROL

- 6.1 **Architectural Control** No exterior addition to or change (including painting) or alteration of a Lot shall be made until the plans and specifications showing the nature, kind, shape, height, colors, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event the Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.
- 6.2 **Exterior Maintenance** Each Owner shall be responsible for the exterior maintenance of his Lot as follows:
- (a) Paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces and other exterior improvements to the Lots. In the event the Owner, in the sole opinion of the Association, fails to so maintain his Lot as required herein, the Association shall have the right, after providing fifteen days written notice to the Owner, to perform or cause to be performed the exterior maintenance work required, the cost of which shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VII

MORTGAGEE PROTECTION

- 7.1 **Mortgagee Protection** Notwithstanding anything to the contrary contained in the Restated Declaration.
- (a) No provision of this Restated Declaration shall give a Lot Owner, or any other party, priority over any rights of the first Mortgagee of a Lot pursuant to its Mortgage or otherwise in the case of a distribution to such Lot Owner, of insurance proceeds or condemnation awards for losses to or a taking of Lots and /or Common Area.

- (b) Any "right of first refusal" that may hereafter be added to this Restated Declaration shall not impair the rights of a first Mortgagee to:
- (1) Foreclose or take title to a Lot pursuant to the remedies provided in the Mortgage; or
 - (2) Accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
 - (3) To sell or lease a Lot so acquired by the Mortgagee.
- (c) Any agreement for professional management of Hidden Creek Court may not exceed three (3) years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.
- (d) With the exception of a lender in possession of a Lot following a default in a first Mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no Lot Owner shall be permitted to lease his Lot for transient or hotel purposes. No Lot Owner may lease less than the entire Lot. Any lease agreement shall provide that the terms of the lease shall be subject in all respect to the provisions of this Restated Declaration and that any failure by the lessee to comply with the terms of such Restated Declaration shall be default under the lease. All leases shall be in writing.
- (e) Any first Mortgagee who obtains title to a Lot pursuant to the remedies provided in the Mortgage or through foreclosure or deed in lieu of foreclosure of the Mortgage will not be liable for such Lot's unpaid dues or charges which accrue prior to the acquisition of title to such Lot by the Mortgagee.
- (f) A first Mortgagee, upon request, will be entitled to written notification from the Association of any default in the performance by the mortgage-Lot Owner of any obligation under this Restated Declaration or other related document which is not cured within sixty (60) days.
- (g) Unless at least two-thirds (2/3) of the first Mortgagees (based upon one vote for each first Mortgage owned) or the Owners of the individual Lots have given their prior written approval, the Association shall not be entitled to:
- (1) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area owned, directly or indirectly, by the Association (the granting of easements for public utilities or for other public purposes consistent with the intended use of such common Area by the Association shall not be deemed a transfer within the meaning of this clause);

- (2) change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner;
 - (3) by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Lots, the exterior maintenance of Lots, the maintenance of the Common Area party walks or common fences and driveways, or the upkeep of lawns and planting in the Property;
 - (4) fail to maintain fire and extended coverage on insurable Common Area property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost);
 - (5) use hazard insurance proceeds for losses to any Common Area property for other than the repair, replacement or reconstruction of such Common Area property.
- (h) Common Areas and all amenities (such as parking, recreation and service areas) shall be part of Hidden Creek Court and shall be fully installed, completed, and in operation for use by the Lot Owners prior to the sale or conveyance of the last Lot.
 - (i) A Mortgagee who has acquired title to a Lot in Hidden Creek Court pursuant to any remedy under the Mortgage or any proceeding or procedure in lieu thereof, shall thereby become a member of the Association.
 - (j) No Lot Owner, or any other party shall have priority over any rights of a first Mortgagee of a Lot pursuant to its Mortgage or otherwise in the case of a distribution to such Lot Owner of insurance proceeds or condemnation awards for losses to or taking of Lots and/or Common Areas. All first Mortgagees shall be entitled to receive such insurance proceeds and awards for losses to or a taking of Lots and/or Common Areas on a first priority basis, as provided in the Mortgage instruments.
 - (k) No provision of this Article VII shall be amended without the consent of all first Mortgagees.
 - (l) The holders of first Mortgages shall have the right to examine the books and records of the Property.
 - (m) First Mortgagees of Lots may, jointly or singly, pay taxes and/or other charges which are in default and which may or have become a charge against any Common Area and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such Common Area and first Mortgagees making such payments shall be owed immediate reimbursement therefor

from the Association. Entitlement to such reimbursement shall be reflected in an agreement in favor of all first Mortgagees of Lots duly executed by the Association.

ARTICLE VIII

TAXES

- 8.1 **Taxes and Assessments** The Association shall pay as a Common Expense all taxes, assessments, charges, and impositions of every kind and nature which are lawfully assessed or imposed by any governmental or public authority with respect to the Roadways and other Common Areas.
- 8.2 **Operating Expense** All taxes, assessments, charges, and impositions paid by the Association with respect to the Roadways and Common Areas shall be deemed to be a cost of operating the Roadways and Common Areas and shall be assessed to the Lots as part of annual assessments in accordance with the provisions of Article V.

ARTICLE IX

TRASH COLLECTION

- 9.1 **Trash Collection Services and Expenses** During any period of time when trash collection services shall not be available to Owners by reason of the private nature of the Roadways or for any other reason, the Association shall provide through a private service such trash collection services to the Owners and Lots as the Association may deem to be necessary or appropriate. All costs and expenses of providing such trash collection services under this Article shall be deemed to be a cost of operating the Roadways and Common Areas and shall be assessed to the Lots as part of the Assessments in accordance with the provisions above.

ARTICLE X

INSURANCE

- 10.1 **Obligation to Provide Insurance** The Association and the Owners shall obtain and maintain at all times insurance coverage as provided for herein:
- 10.2 **Association Insurance** The Association shall obtain and maintain at all times insurance coverage as follows:
- (a) Fire & extended coverage insurance for no less than 100% of replacement cost of insurable Common Area property. Such insurance shall name as the insured the Association for the benefit of the Owners.

- (b) Fidelity coverage against dishonest acts on the part of the Association, its board members, employees or volunteers responsible for handling funds collected and held for the benefit of the Owners. The fidelity bond or insurance shall name the Association as the named insured and shall be written in an amount sufficient to provide protection which is in no event less than one and one-half (1-1/2) times the Association's estimated annual operating expenses and reserves. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.
- (c) A comprehensive policy of public liability insurance covering all of the Common Area. Such insurance endorsement which shall preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or other Owners. The scope of coverage shall include all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for projects similar in construction, location and use. Coverage shall be for at least One Million Dollars (\$1,000,000.00) per occurrence for personal injury and/or property damage.

10.3 **Owner Insurance** Each Owner shall maintain a multiple peril type policy covering his Lot and the structure thereon providing as a minimum fire and extended coverage in an amount equal to 100% of the replacement cost of the Lot. Said insurance shall contain a provision or endorsement to the effect that the insurance coverage cannot be cancelled, invalidated or suspended because of the conduct of the Owner or because of a failure to pay the premium, without prior notice in writing to the Association. After receipt of said notice, the Association shall have fifteen (15) days to pay any delinquent premium or cause any condition to be corrected which would otherwise result in the cancellation or suspension of the insurance. This provision does not obligate the Association to pay an insurance premium for an Owner but permits the Association, in its sole discretion, to choose to pay an Owner's insurance premium if the Board determines it is in the best interest of the Association.

10.4 **Carriers** The Board shall obtain and maintain hazard insurance from a company or companies holding a financial rating of A++ or better from the Best's Key Rating Guide. Such hazard insurance carrier shall be specifically licensed or authorized by law to transact business within the State of Utah.

10.5 **Insurance Policies** The Association shall make every effort to secure insurance policies that will provide for the following:

- (a) The insurer or insurers shall waive subrogation as to any claims against the Association, Owners, and their respective agents, employees, and guests.
- (b) the policy or policies cannot be cancelled, invalidated, or suspended on account of the conduct of any one or more individual Owners.
- (c) Any "no other insurance" clause in the policy or policies shall exclude from

consideration the policies of any individual Owners.

- (d) the policy or policies cannot be cancelled, invalidated, or suspended on account of the conduct of any director, trustee, officer, or employee of the Association, without a prior written demand that the Association cure the defect.

10.6 **Additional Insurance** In addition to the insurance coverage required by this Restated Declaration, the Association shall have the power and authority to obtain and maintain other similar and dissimilar insurance coverage in relation to the Roadways, Common Areas and the Association's duties and responsibilities hereunder, which additional insurance coverage may be in such amounts and in such forms as the Association from time to time deems appropriate.

10.7 **Insurance Premiums** Insurance premiums allocable to insurance coverage obtained and maintained by the Association under this Article shall be deemed to be a cost of operating the Roadways and Common Areas and shall be assessed to the Lots as part of annual assessments in accordance with the provisions of this Restated Declaration.

ARTICLE XI

EMINENT DOMAIN

11.1 **Lots** If a Lot is acquired by eminent domain, or if part of a Lot is acquired by eminent domain leaving the Lot Owner with a remnant which may not practically or lawfully be used for any purpose permitted by the Restated Declaration, that Lot's votes in the Association and common expense liability are automatically terminated. Any remnant of a Lot remaining after part of a Lot is taken under this section is thereafter Common Area property.

11.2 **Common Area Property** If part of the Common Area property is acquired by eminent domain, except as otherwise provided in this Restated Declaration, the award must be paid to the Association.

ARTICLE XII

DAMAGE OR DESTRUCTION

12.1 **Damage or Destruction of Property** In the event that the Lot is damaged or destroyed by fire or other casualty, the Owner thereof shall cause such Lot to be promptly repaired, restored or reconstructed to the extent required to restore the Lot to substantially the same condition in which it existed prior to the occurrence of the damage or destruction. In addition, if any Common Area is damaged or destroyed in connection with the restoration or reconstruction of a lot, the cost of repair or replacement to said Common Area shall be paid by the Owner.

12.2 **Damage or Destruction of Common Area** In the event that the Common Area and/or

other improvements thereon are damaged or destroyed by fire or other casualty or disaster, such Common Area and/or other improvements shall be promptly repaired, restored and reconstructed to the extent required to restore them to substantially the same condition in which they existed prior to the occurrence of the damage or destruction. Such repairs, restoration or reconstruction shall be paid for out of any insurance proceeds received on account of the damage or destruction; provided, however, that if the insurance proceeds are not sufficient for such purpose, the deficiency shall be assessed as a common expense.

ARTICLE XIII

NUISANCES AND RELATED MATTERS

- 13.1 **Nuisances** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be an annoyance or nuisance to the other Lot Owners.
- 13.2 **Fines** The Board is authorized to assess fines against those who violate the provisions of this Restated Declaration according to the rules adopted by the Board consistent with the Act.
- 13.3 **Transmitting and Receiving Equipment** No external radio, citizen's band or ham radio, shall be placed upon any structure or Lot.
- 13.4 **Vehicles** All vehicles parked at Hidden Creek Court must be registered, licensed, insured, operable at all times, and driven at least once in every thirty day period. Any vehicle in excess of 3/4 ton are not allowed without prior approval by the Association. Only automobiles, trucks, and motorcycles are permitted in parking spaces. Non-motorized vehicles such as trailers, removable truck mounted campers, boats, jet-skis, snowmobiles, and other objects and/or structures are prohibited in parking places.
- 13.5 **Assigned Parking** Each Owner is assigned one (1) covered parking space and is allocated (1) one additional vehicle in Common Area parking spaces for each Lot owned. Visitors and guests of Owners or residents may not park in covered parking spaces at any time or for any reason. Visitors or guests who park in covered parking spaces in violation of this section may be towed at the request of the Board without notice.
- 13.6 **Towing of Illegally Parker Vehicles** No parking is permitted where gutters or curbs are painted red. Vehicles parked in "red zones" may be subject to towing at owner's expense without notice.
- 13.7 **Clean Lots** Residents shall keep their Lots neat and orderly at all times. Residents shall not allow items of clutter to exist on their property or in common areas. All items, including children's toys and play items, lawn furniture, barbecue grills, and similar items, must be kept behind fenced areas as to not be visible to other residents.
- 13.8 **No Rubbish** Residents shall not permit or allow any rubbish, waste material, hazardous material or other items of disposable condition to accumulate around their Lotor in Common

Areas. Residents shall maintain their Lots in a reasonably clean and sanitary condition at all times. Trash should be disposed of in a timely manner to protect against rodent infestations. Residents shall not dispose of hazardous waste in trash receptacles or anywhere on premises.

- 13.9 **Utility Lines** Due to the numerous utility lines located on the premises, residents shall not dig holes, drive poles into the ground or cultivate the soil or allow others to do so without the express permission of the Hidden Creek Court. Any resident causing damage shall be fully liable and responsible for harm or damages caused by violation of this paragraph and shall hold Hidden Creek Court harmless therefrom.
- 13.10 **Common Expenses** The cost of water, garbage pickup, snow removal, Common Area yard care and Common Area improvements shall be paid by Association common fees.
- 13.11 **Speed Limit** Residents shall comply with a ten (10) mph speed limit at Hidden Creek Court. Residents shall drive in a safe manner at all times, paying particular attention to watch for children.
- 13.12 **Quiet Hours** Quiet hours shall be observed between 10:00 p.m. and 6:00 a.m., Sunday through Thursday. Quiet hours shall be observed between 12:00 midnight and 6:00 a.m., Friday and Saturday.
- 13.13 **No Washing Vehicles** The cost of water is the largest shared expense paid by HOA fees. To keep this cost to a minimum, washing of vehicles is prohibited on the premises.
- 13.14 **No Vehicle Repairs** To minimize noise and the accumulation of automobile-related substances such as oil, power steering fluid and other similar substances, car repairs, including changing oil, are prohibited on the premises.
- 13.15 **Board to Adopt Rules** The Hidden Creek Court Board is authorized to adopt those additional rules as it reasonably determines are necessary to protect the value of the Lots, maintain and regulate the Common Area, and maintain the peace in Hidden Creek Court.

ARTICLE XIV

UTILITIES EASEMENT

- 14.1 A public utilities easement shall exist over and across the Property for the purpose of the installation, repair, alteration and maintenance of utilities, including but not limited to water, sewer, power and telephone. Insofar as possible, said utilities shall be located on the Common Area. However, when necessary said utilities may be located on or across Lots so long as such utilities do not disturb the quiet enjoyment of any Lot by its Owner and so long as any public utility company restores to its original condition any Lot which is altered as a result of the installation, repair and maintenance of any utilities. The written consent of the Board on behalf of the Association shall be required prior to the location of any such utilities.

ARTICLE XV

ENCROACHMENTS

- 15.1 None of the rights and obligations of the Owners of Lots created herein, or by the deeds conveying the Lots shall be altered in any way by encroachments due to settlement or shifting of structures for any other cause. There shall be valid easements for the maintenance of said encroachments so long as they exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner if said encroachment occurred due to the willful conduct of said Owner.

ARTICLE XVI

PARTY WALLS

- 16.1 **General Rules of Law to Apply** Each wall which has been built as a part of the original construction of the residences upon the Lots and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
- 16.2 **Sharing of Repair and Maintenance** The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.
- 16.3 **Destruction by Fire or Other Casualty** If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, it is the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omission.
- 16.4 **Weatherproofing** Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
- 16.5 **Right to Contribution Runs With Land** The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.
- 16.6 **Arbitration** In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE XVII

GENERAL PROVISION

- 17.1 **Enforcement** The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in liens and charges now or hereafter imposed by the provisions of this Restated Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- 17.2 **Severability** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.
- 17.3 **Registration of Mailing Address** Each Owner shall register with the Association from time to time his current mailing address. All notices and demands intended to be given to or served upon any Owner may be sent by first class U.S. mail, postage prepaid, and addressed to the Owner at his registered mailing address or, if no address has been registered, to the Owner at the address of his Lot. All Notices and demands intended to be given to or served upon the Association may be sent by first class U.S. mail, postage prepaid, and addressed to the Association at 1324 E. Hidden Creek Court, Salt Lake City, Utah 84117, or to the Association at such other address as the Association may from time to time designate by written notice to the Owners. Any notice or demand referred to in this Restated Declaration or in rules and regulations promulgated hereunder by the Association shall be deemed to have been given or served when deposited in the U.S. mail, first class postage there on prepaid, and addressed as provided in this Section.
- 17.4 **Obligations of Owners** All obligations of Owner under and by virtue of the provisions contained in this Restated Declaration shall continue, notwithstanding that the Owner may be leasing, renting, or selling under contract his or her Lot. The Owner of a Lot shall have no obligation for assessments hereunder or other obligations hereunder (except interest and costs of collection with respect to prior obligations) accruing after he conveys such Lot to a purchaser for value.

ARTICLE XVIII

AMENDMENTS

- 18.1 **Amendments** This Restated Declaration may be amended by the affirmative vote of not less than seventy-five percent (75 %) of the Owners. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by the President of the Association's Board of Directors. In such instrument the Board President shall certify that the vote required by this Section has occurred. Article VII may not be amended without the written approval of at least seventy-five (75%) of the first mortgagees or Owners.
- 18.2 **Amendment of this Declaration Must Be In Writing and Recorded.** All amendments

Declaration approved by the Unit Owners must be in writing and shall be effective upon recordation in the Office of the County Recorder of Salt Lake County, Utah.

18.3 **Consent in Lieu of Vote.** In any case in which this Restated Declaration requires the vote of an Owner for authorization or approval of an act or a transaction, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such act or transaction from Owners who collectively hold the required percentages, subject to the following conditions:

- (a) **Ninety-Day Limit.** All necessary written consents must be obtained prior to the expiration of ninety (90) days from the date the first written consent is obtained; and
- (b) **Change In Ownership.** Any change in ownership of a Unit which occurs after a written consent has been obtained from the Owner having an interest therein shall not be considered or taken into account for any purpose and the written consent of the new Owner must be obtained.

ARTICLE XIX

CREATION OF NON-PROFIT CORPORATION

19.1 **Corporation Authorized** The Lot Owners hereby authorize and approve the creation of a Utah nonprofit corporation, to be known as the Hidden Creek Court Homeowners Association, Inc., by filing with the State of Utah the Articles of Incorporation for the Association in a form substantially similar to those contained in Exhibit "B", attached hereto. The Association shall be responsible for managing the Common Area within the Association and governing the affairs of the Association in accordance with the provisions of this Restated Declaration, any Amendments to this Restated Declaration, the Articles of Incorporation and the Bylaws.

19.2 **Adoption of Documents** By voting to approve this Restated Declaration, the Lot Owners hereby agree to adopt the following documents:

- (a) this Restated Declaration;
- (b) the Articles of Incorporation (Exhibit "B" attached hereto); and
- (c) the Bylaws of the Association (Exhibit "C" attached hereto)

as the governing documents of Hidden Creek Court Homeowners Association, Inc., which documents shall constitute equitable servitudes that shall run with the Property described in Exhibit "A".

19.3 **Board of Directors** Pursuant to the provisions in this Restated Declaration wherein Hidden Creek Court is incorporated as a non-profit corporation under the laws of the State of Utah, the management of Hidden Creek Court and the Common Area of Hidden Creek Court shall hereafter be performed under the direction and authority of the Association's Board of

Directors.

ARTICLE XX

PETS

- 20.1 **Pet Permitted** Owners of Lots at Hidden Creek Court may own and keep pets as provided in this Article.
- 20.2 **Approval Required** Up to two cats or two dogs (or one of each) may be allowed at Hidden Creek Court upon the written approval of the Board, which approval shall be granted when a Lot Owner agrees to abide by the provisions set forth in the Pet Ownership Agreement (attached as Exhibit "D"). The Board may refuse any request to admit a pet into the development if the applicant refuses to enter into a written Pet Ownership Agreement.
- 20.3 **Pet Ownership Agreement** Under no circumstances may a pet reside at Hidden Creek Court or shall the Board approve any application to bring a pet to Hidden Creek Court unless the provisions contained in the Pet Ownership Agreement are first agreed to in writing by the resident making the application.
- 20.4 **Removal of Pets** The Board shall have authority to order the removal of any pet if, at any time, the resident possessing the pet fails to live up to the representations made in the Pet Ownership Agreement or if the resident fails to execute a Pet Ownership Agreement. Each animal shall be properly licensed by the appropriate licensing agency. Any animal or pet residing at Hidden Creek Court that demonstrates aggressive or threatening behavior towards humans or other animals shall be removed from Hidden Creek Court within three days of receiving written notice from the Board. The pet owner shall have the right to a hearing before the Board if requested within the three days, at which hearing the pet owner may appeal the Board's decision and present facts and circumstances demonstrating that the pet is not aggressive or threatening.
- 20.5 **No Nuisance Pets** No other animals, livestock or poultry will be allowed, raised, bred or kept in any Lot (with the exception of small birds and small, quiet children's pets, e.g. hamsters) or in the general or limited common areas and facilities unless they receive written approval from the Board before being brought to the development. The Board has the right to refuse any application to bring an animal into the Hidden Creek Court if it determines the animal could be a nuisance or potentially damage the common area. In no case will an application be approved unless the resident requesting permission to bring the animal to Hidden Creek Court enters in a Pet Ownership Agreement.
- 20.6 **County Animal Regulations** Homeowners must comply with all Salt Lake County animal regulations. This includes obeying leash laws and animal waste clean-up responsibilities. Pets should always be on a leash in common areas. All animal waste must be disposed of immediately by pet owner. Pets shall not make noise to the point of disturbing neighbors at any time, especially at night. A fine, as determined by the Board, will be imposed for

noncompliance with Salt Lake County animal regulations.

ARTICLE XXI

RENTAL OF UNITS

When renting or leasing a unit, an Owner shall abide by the following:

- 21.1 **Compliance with Rules** Any agreement for the leasing, rental, or occupancy of a Lot (hereinafter referred to as a "lease") shall be in writing and a copy thereof shall be delivered to the Board before the term of the lease commences. Every lease shall provide that the terms of such lease shall be subject in all respects to the provisions of this Restated Declaration, the Bylaws, and rules and regulations of Hidden Creek Court, and that any failure by the tenant or occupant to comply with the terms of the foregoing documents shall be deemed to constitute a material default under the lease. If a lease does not contain the foregoing provision, then such language shall nevertheless be deemed to be a part of the lease and binding on the Lot Owner and tenant or occupants by virtue of their inclusion in this Amendment to the Declaration. No Owner shall be permitted to lease his Lot for transient, hotel, seasonal, corporate or executive use purposes, which shall be deemed to be any rental with an initial term of less than six (6) months or occupancy by more than one single family during the six (6) month period or any extension thereof. Daily or weekly rentals are prohibited. No Owner may lease individual rooms to separate persons or less than his entire Lot. Any Owner who shall lease his Lot shall be responsible for assuring compliance by the resident with the declaration, bylaws, and rules and regulations.
- 21.2 **Eviction of Renters** Failure by an Owner to take legal action, including the institution of an eviction proceeding against a resident who is in violation of the declaration, bylaws, and rules and regulations, within ten (10) days after receipt of written demand so to do from the Board, shall entitle the Board to take any and all such action including the institution of eviction proceedings for and in behalf of such Owner against his resident. Neither the Board nor any agent retained by the Board to manage the shall be liable to the Owner or resident for any eviction instituted pursuant hereto and in good faith. Any costs and expenses incurred by the Board, including attorney fees, shall be deemed to be an individual assessment. The amount of said individual assessment is the debt of the Owner at the time the assessment is made and is collectible as such. If any Owner fails or refuses to pay said expenses when due, that amount constitutes a lien on the interest of the Owner in the property.
- 21.3 **Criminal Background Check** Prior to entering into a rental agreement or lease, the Lot Owner must obtain and provide to the Board a criminal background check, verifying that the prospective renter (a) has not been convicted of any felony crime within the past 8 years, and (b) is not currently on parole or probation for any crime.

[signatures on the following page]

CERTIFICATION

It is hereby certified that at least than seventy-five percent (75%) of the Owners of Lots in Hidden Creek Court have signed an instrument and voted to approve this Restated Declaration.

IN WITNESS WHEREOF, this 6 day of May, 2010

By: William N. Felt
President

STATE OF UTAH)
 :SS.
COUNTY OF SALT LAKE)

On this 6th day of May, 2010, personally appeared before me Will Felt, who, being by me duly sworn, did say that he is President of the Hidden Creek Court Homeowners Association and that the within and foregoing instrument was signed in behalf of said Board and he duly acknowledged to me he executed the same.

Brandy Beckstead
Notary Public

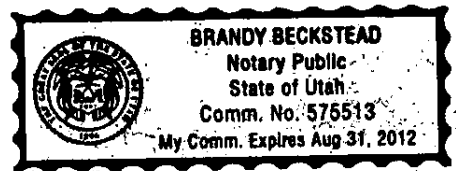


EXHIBIT "A"

Exhibit "A"

Legal Description for Lots in the
Hidden Creek Court Homeowners Association
formerly known as the "Brockwood P.U.D."

The following Lots located within the Brockwood PUD, Salt Lake County, Utah:

<u>Lot No.</u>	<u>Street Address</u>	<u>Parcel No.</u>
Lot 1	1303 E. Hidden Creek Court	[22-08-277-0001]
Lot 2	1305 E. Hidden Creek Court	[22-08-277-0002]
Lot 3	1309 E. Hidden Creek Court (A, B, C & D)	[22-08-277-0003]
Lot 4	1316 E. Hidden Creek Court (A, B, & C)	[22-08-277-0004]
Lot 5	1322 E. Hidden Creek Court	[22-08-277-0006]
Lot 6	1324 E. Hidden Creek Court	[22-08-277-0007]
Lot 7	1325 E. Hidden Creek Court	[22-08-277-0008]
Lot 8	1333 E. Hidden Creek Court	[22-08-277-0009]
Lot 9	1328 E. Hidden Creek Court	[22-08-277-0012]
Lot 10	1330 E. Hidden Creek Court	[22-08-277-0013]
Lot 11	1332 E. Hidden Creek Court	[22-08-277-0014]
Lot 12	1334 E. Hidden Creek Court	[22-08-277-0015]
Lot 13	1331 E. Hidden Creek Court	[22-08-277-0016]
Lot 14	1338 E. Hidden Creek Court	[22-08-277-0017]
Lot 15	1342 E. Hidden Creek Court	[22-09-151-0009]
Lot 16	1344 E. Hidden Creek Court	[22-09-151-0010]
Lot 17	1346 E. Hidden Creek Court	[22-09-151-0008]
Lot 18	1348 E. Hidden Creek Court	[22-09-151-0007]
Lot 19	1350 E. Hidden Creek Court	[22-09-151-0006]
Lot 20	1352 E. Hidden Creek Court	[22-09-151-0005]
Lot 21	1343 E. Hidden Creek Court	[22-09-151-0004]
Lot 22	1341 E. Hidden Creek Court	[22-09-151-0003]
Lot 23	1339 E. Hidden Creek Court	[22-08-277-0011]
Lot 24	1337 E. Hidden Creek Court	[22-08-277-0010]

EXHIBIT “B”

Articles of Incorporation
FOR
HIDDEN CREEK COURT
HOMEOWNERS ASSOCIATION, INC.

WE, THE UNDERSIGNED NATURAL PERSONS, all being of the age of eighteen years or more, acting as incorporators under the Utah Revised Nonprofit Corporation Act, adopt the following Articles of Incorporation:

Name. The name of the Corporation is Hidden Creek Court Homeowners Association, Inc. (herein referred to as the "Corporation").

Duration. The duration of the Corporation shall be perpetual, unless dissolved by the action of the Corporation or by operation of law.

Purposes. The purposes of the Corporation are to function in behalf of the members of the Hidden Creek Court Homeowners Association ("Hidden Creek Court", formerly known as "Brockwood, A Planned Unit Development") located in Salt Lake County, Utah, and to enforce the provisions of the Declaration of Covenants, Conditions and Restrictions recorded in the Salt Lake County Recorders Office on August 28, 1979, beginning in Book 4932, on Page 1306 (the "Enabling Declaration") and any amendments thereof, including the Restated Declaration adopted concurrent herewith, and to provide the other services and perform all of the other functions set forth in the Hidden Creek Court Enabling Declaration and any amendments thereof, and as may become desirable or necessary for the benefit of the members. The Corporation shall have all powers, rights, and privileges available to corporations under the laws of the State of Utah.

Membership/Stock. The owners of the Corporation shall be all the owners of lots in Hidden Creek Court, located in Salt Lake County, Utah. Membership is appurtenant to the lot, and shall pass automatically to the owner of that lot upon conveyance of title without the Corporation issuing a physical stock certificate to any of the twenty-four (24) lot owners. The lot owners shall have an interest in the Corporation as described below:

The Association shall have one (1) class of membership--Class A, described more particularly as follows:

1. **Class A.** Class A Members shall be all owners. Class A Members shall be entitled to vote on all issues before the Association, subject to the following:
 - a. **Voting.** Each lot owner shall have one (1) vote as provided in the Hidden Creek Court Homeowners Association Enabling Declaration and Bylaws.
 - b. **Subject to Assessment.** No vote shall be cast or counted for any lot not subject

to assessment;

- c. **Multiple Owners.** When more than one (1) person or entity holds such interest in a lot, the vote for such lot shall be exercised as those persons or entities themselves determine and advise the secretary of the Association prior to any meeting. In the absence of such advise, the vote of the lot shall be suspended in the event more than one (1) person or entity seeks to exercise it.
 - d. **Number of Shares.** The Corporation shall have no more than 24 shares of Class A stock.
2. Class A shares shall have unlimited voting rights.
 3. The owners of Class A shares shall be entitled to receive the net assets of the Corporation upon dissolution.

Registered Agent. The registered agent for the Corporation is:

Collette Clarke
1324 E. Hidden Creek Court
Salt Lake City, UT 84117

Acceptance of Appointment

I, Collette Clarke, hereby accept the appointment as the registered agent for Hidden Creek Court Homeowners Association, Inc.



Bylaws. Bylaws have been adopted in accordance with the Enabling Declaration and have been amended in connection with the adoption of the Restated Declaration. The Corporation hereby adopts as the Bylaws of the Association those Bylaws adopted in connection with the Restated Declaration of Hidden Creek Court. Hereafter, bylaws may be adopted, amended, or replaced by the vote of Members.

Address of Corporation's Registered Office. The principal place of business of the Corporation, and its initial offices are located at 1324 E. Hidden Creek Court, Salt Lake City, Utah 84117. The Corporation may establish such other offices and locations as it deems appropriate for the operation of its business.

Distributions. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its directors, officers, or owners, except that the corporation shall be authorized and empowered to pay for reasonable expenses incurred by the Corporation and to make payments and distributions in furtherance of the purposes as set forth above.

Dissolution. Upon the dissolution of the corporation, assets shall be distributed to the members of the corporation on the same percentage as votes and assessments are allocated and as set forth in the Hidden Creek Court Homeowners Association Restated Declaration and Bylaws.

Board of Directors. There shall be three (3) directors of the Corporation. The initial Board shall consist of those individuals currently serving on the existing management committee or board, as the case may be, who shall continue to serve until their term expires and according to the provisions set forth in the Restated Declaration and Bylaws of Hidden Creek Court. The initial Board shall be:

<u>Name</u>	<u>Address</u>
Will Felt	1348 E. Hidden Creek Court Salt Lake City, UT 84117
Andrea Nielson	1328 E. Hidden Creek Court Salt Lake City, UT 84117
Kathy Buchanan	1338 E. Hidden Creek Court Salt Lake City, UT 84117

The directors will elect one of them to act as chairman until the first meeting.

Officers. The initial officers of the corporation are:

President	-	Will Felt
Vice-President	-	Andrea Nielson
Secretary	-	Kathy Buchanan

Annual Meeting. The annual meeting of the Corporation shall be held at such date, time and place as shall be stated in the notice of meeting distributed by the Board and consistent with the Restated Declaration and Bylaws.

Limitations on Liability. The officers, directors, and members of the Corporation shall not be held personally liable for the debts and obligations of the Corporation.

Incorporators. The incorporators of the Corporation are:

Will Felt
1348 E. Hidden Creek Court
Salt Lake City, UT 84117

Andrea Nielson
1328 E. Hidden Creek Court
Salt Lake City, UT 84117

Kathy Buchanan
1338 E. Hidden Creek Court
Salt Lake City, UT 84117

Amendment. These Articles of Incorporation may be amended from time to time as authorized by the Restated Declaration and as permitted by law.

In Witness Whereof, we, Will Felt, Andrea Nielson, and Kathy Buchanan have executed these Articles of Incorporation in duplicate this day 6 of, May 2010, and say: That we are the incorporators herein; that we have read the above and foregoing Articles of Incorporation; that we know the contents thereof and that the same is true to the best of our knowledge and belief, excepting as to matters herein alleged upon information and belief and as to those matters we believe them to be true.

Will Felt
Incorporator

Kathy Buchanan
Incorporator

Andrea Nielson
Incorporator

State of Utah)
: ss
County of Salt Lake)

On the 6th day May, 2010, the foregoing instrument was acknowledged and verified before me by Will Felt, Andrea Nielson, and Kathy Buchanan who personally appeared before me, and being by me duly sworn declare under penalty of perjury that they are the incorporators of Hidden Creek Court Homeowners Association, Inc., and that they signed the foregoing, and that the statements contained therein are true and correct.

10
2009. In witness whereof, I have set my hand and seal this 6th day of May,

Brandy Beckstead
Notary Public

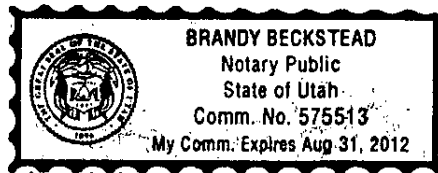


EXHIBIT “C”

BYLAWS
OF
Hidden Creek Court
Homeowners Association, Inc.

ARTICLE I
NAME AND LOCATION

1.1 The name of the corporation is Hidden Creek Court Homeowners Association, Inc., hereinafter referred to as the "Association." The principle office of the corporation shall be located at 1324 E. Hidden Creek Court, Salt Lake City, UT 84117. Meetings of Owners and the Board may be held at such places within the State of Utah, County of Salt Lake, as may be designated by the Board.

ARTICLE II
DEFINITIONS

2.1 The capitalized words herein shall have the same meaning as set forth in Article I of the Restated and Amended Declaration of Covenants, Conditions and Restrictions, for Hidden Creek Court Homeowners Association.

ARTICLE III
MEETING OF OWNERS

3.1 Quarterly Meetings. Quarterly Meetings of the Owners shall be held in January, April, July, and October of each year on a day, time and place determined by the Board and announced at the first quarterly meeting of each year. If the day for the annual meeting falls on a legal holiday, the meeting will be held at the same hour and place on the first business day following which is not legal holiday.

3.2 Special Meetings. Special meetings of the Owners may be called at any time by the president, by the Board, or upon written request of the Owners who are entitled to vote one-fourth (1/4) of all of the votes of the Owners.

3.3 Notice of Meetings. Written notice of each meeting of the Owners shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each Owner entitled to vote thereat, addressed to the Owner's address last appearing on the books of the Association, or supplied by such Owner to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

3.4 Quorum. The presence at a meeting of 25% of the Owners, in person or by proxy, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Restated Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Owners entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

3.5 Proxies. At all meetings of Owners, each Owner may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to or at the beginning of the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Owner of his Lot.

ARTICLE IV BOARD; TERM OF OFFICE

4.1 Number. The affairs of this Association shall be managed by a Board of three (3) Board Members, each of whom must be Owners of Lots in Hidden Creek Court.

4.2 Term of Office. At the first quarterly meeting of each year the Owners shall elect three (3) Board Members for a term of one (1) year.

4.3 Removal. Any Board Members may be removed from the Board, with or without cause, by a majority vote of the Owners of the Association. In the event of death, resignation or removal of a Board Member, a successor shall be elected by the remaining Board Members and shall serve until the next quarterly meeting of Owners or until a successor is elected.

4.4 Compensation. No Board Member shall receive compensation for any service rendered to the Association, except a Board Member may be retained to perform services under a written contract for bookkeeping, management or accounting services. However, if the Board enters into any contract for services with a Board Member, the Board Member may not be present during Board discussions and voting regarding the contract and the Board must receive at least one outside bid for comparable services prior to entering into a contract for services with a Board Member. Any Board Member may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

4.5 Action Taken Without a Meeting. The Board Members shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Board Members. Any action so approved shall have the same effect as though taken at a meeting of the Board Members.

**ARTICLE V
NOMINATION AND ELECTION OF BOARD MEMBERS**

5.1 Nomination. Nominations to the Board shall be made to the Board by the Owners. Names of Owners to be voted on for an open Board position shall be submitted by Owners to the Secretary of the Association prior to or at the first quarterly meeting of each year.

5.2 Election. Three members of the Board shall be elected at the first quarterly meeting of each year at which a quorum of Owners is present in person or by proxy. At each such election each Owner shall be entitled to one vote for each opening on the Board. Election shall be by written ballot, which need not be secret. The persons receiving the largest number of votes shall be elected to fill the openings on the Board. Cumulative voting is not permitted.

**ARTICLE VI
MEETINGS OF BOARD MEMBERS**

6.1 Regular Meetings. Regular meetings of the Board shall be held in January, April, July, and October, at such place and hour as may be fixed from time to time by resolution of the Board.

6.2 Special Meetings. Special meetings of the Board shall be held when called by the president of the Association, or by any two Board Members, after not less than three (3) days written notice to each Board Member.

6.3 Quorum. A majority of the number of Board Members shall constitute a quorum for the transacting of business. Every act or decision done or made by a majority of Board Members present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

**ARTICLE VII
POWERS AND DUTIES OF BOARD OF DIRECTORS**

7.1 Powers. The Board shall have power to:

a) Adopt and publish rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the Owners and their guests thereon, and to establish fines for the violation thereof;

b) Suspend the voting rights and right to use of the recreational facilities of an Owner during any period in which such Owner shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended in accordance with the rules adopted and attached hereto as Exhibit "C-1";

c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Ownership by other provisions of these Bylaws, the

Articles of Incorporation or the Restated Declaration;

d) Declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board; and

e) Employ a manager, an independent contractor or such other employees as they deem necessary, and to prescribe their duties;

7.2 Duties. It shall be the duty of the Board to:

a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Owners at the quarterly meeting of the Owners or at any special meeting.

b) Supervise all officers, agents and employees of this Association, and to see their duties are properly performed;

c) As more fully provided in the Restated Declaration, to:

1) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period subject to the provisions of Section 5.3 of the Restated Declaration;

2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual period, and

3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

d) Issue or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

e) Procure and maintain adequate liability and hazard insurance on property owned by the Association.

f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

g) Cause the Common Area to be maintained.

**ARTICLE VIII
OFFICERS AND THEIR DUTIES**

8.1 Enumeration of Offices. The officers of this Association shall be a president and vice-president, a secretary and a treasurer, and such other officers as the Board may from time to time by resolution create, all of whom shall at all times be Board Members.

8.2 Election of Officers. The election of officers shall take place immediately following the meeting of Owners at which a Board was elected.

8.3 Term. The officers of this Association shall be elected annually by the majority of a quorum of the owners and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

8.4 Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, for time to time, determine.

8.5 Resignation and Removal. Any officer may be removed from office with or without cause by a majority vote of a quorum of the owners. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

8.6 Vacancies. A vacancy in any office may be filled by a vote of a quorum of the owners. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

8.7 Multiple Offices. No Board Member shall simultaneously hold more than one office, except that the offices of secretary and treasurer may be held by the same person.

8.8 Duties. The duties of the officers are as follows:

President

a) The president shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be

required of him by the Board.

Secretary

c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Owners; serve notice of meetings of the Board and of the Owners; keep appropriate current records showing the Owners of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Ownership at its regular annual meeting and deliver a copy of each to the Owners.

ARTICLE IX COMMITTEES

9.1 The Association may appoint an Architectural Committee as provided in Section 6.1 of the Restated Declaration. In addition, the Board may appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE X BOOKS AND RECORDS

10.1 The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Restated Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI AMENDMENTS

11.1 These Bylaws may be amended by the affirmative vote of two-thirds (2/3) of those Owners who are present, in person or by proxy, at a meeting where a quorum is present, which meeting has been duly called for the purpose of amending these Bylaws. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by the President of the Association's Board in the Salt Lake Country Records Office. In such instrument the Board President shall certify that the vote required by this Section for amendment has occurred.

11.2 In the case of any conflict between the Articles of Incorporation and these Bylaws, the

Articles shall control; and in the case of any conflict between the Restated Declaration and these Bylaws, the Restated Declaration shall control.

**ARTICLE XII
MISCELLANEOUS**

12.1 The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

EXHIBIT "C-1"

EXHIBIT "C-1"

HIDDEN CREEK COURT HOMEOWNERS ASSOCIATION

Prohibiting Use of Recreational Facilities by Delinquent Owners and Owners who Violate Rules

The Board has adopted the following Community Rule pursuant to the provisions of the Bylaws of Hidden Creek Court Homeowners Association

1. If a Lot Owner fails or refuses to pay any assessment when due, the Board may, after giving notice and an opportunity to be heard as provided herein:
 - (A) terminate an owner's right to receive utility services paid as a common expense; and
 - (B) terminate an owner's right of access and use of recreational facilities.

2. Before terminating utility services or right of access and use of recreational facilities under the preceding section, the manager or Board shall give written notice of the delinquency to the Lot Owner as follows:
 - (A) Delivering a copy of the notice to the Lot Owner personally; or
 - (B) Sending a copy through certified or registered mail, addressed to the Lot Owner at his or her place of residence; or
 - (C) Leaving a copy with a person of suitable age and discretion at the Lot Owner's Lot; or
 - (D) Affixing a copy in a conspicuous place on the Lot if a person of suitable age or discretion could not be found.

3. The written notice shall state:
 - (A) utility services or right of access and use of recreational facilities will be terminated if payment of the assessment is not received within at least 48 hours;
 - (B) the amount of the assessment due, including any interest or late payment fee; and
 - (C) the right to request a hearing.

4. A Lot Owner who is given notice under the preceding section may request an informal hearing to dispute the assessment by submitting a written request to the Board within 14 days from the date the notice is received. The hearing shall be conducted as follows: Within 14 days of receiving the written request for hearing, the Board shall schedule an informal hearing at which time the requesting Lot Owner will be given an opportunity to present evidence and witnesses supporting the Lot Owner's position. No formal rules of evidence

will be required, and the Board can receive the evidence submitted by the requesting Lot Owner and determine the probative value of such evidence. If it chooses and if it would be of benefit to the requesting Lot Owner, the Board may also produce evidence supporting its decision to deny access to the Lot Owner. However, the intent of the hearing is to listen to the violating Lot Owner's explanations and not to have a trial. The Board may terminate the hearing at any time if any individual present becomes unruly, inconsiderate or rude.

5. If a hearing is requested, utility services or right of access and use or recreational facilities may not be terminated until after the hearing has been conducted and a final decision has been entered.
6. Upon payment of the assessment due, including any interest or late payment fee, the manager or Board shall immediately take action to reinstate the terminated utility services to the Lot.
7. Any Lot Owner (including the guest of family member of a Lot Owner) who fails to pay the full amount due within 48 hours of receiving notice as provided herein, and who continues to use the recreational facilities after receiving notice that the right to use the recreational facilities has been terminated, shall be fined \$100.00 for each violation (as provided in the Association's Fine Policy).

Dated this 6th Day of May, 2000.

Hidden Creek Court Board

By: William R. Jett
Its: President HOA

EXHIBIT “D”

**HIDDEN CREEK COURT
HOME OWNERS ASSOCIATION**

Pet Ownership Agreement

Name: _____

Date: _____

Residence Address: _____

The above named residence/owner(s) agree to abide by the Hidden Creek Court Restated Declaration, Bylaws and Rules and Regulations relating to pets and to honor the following provisions while maintaining a pet at Hidden Creek Court.

1. The pet will not disturb the other residents of the association by creating an unacceptable level of noise or by creating any offensive odors.
2. The pet will not defecate on, do damage to, or in any way disturb, the common areas of the association.
3. The pet will remain inside the resident's residence at all times it is at the association unless it is on a leash and in the presence of the owner or agent of an owner.
4. The pet will never be allowed to freely roam in the common areas of the association.
5. The resident will provide a litter box for the pet inside the residence where the pet resides. The contents of a used liter box shall be placed in the garbage after first being placed in a tightly secured plastic bag.
6. Whenever the pet is on the common areas of the association, it shall be either carried by the resident or be on a leash no longer than 10 feet long.
7. The resident understands that the Board reserves the right to require removal of any pet if it receives complaints about the pet and the Board determines, in its sole discretion, that the complaints are valid.
8. The resident agrees that it will pay liquidated damages of \$15.00 per day for each day the pet remains in a residence after its removal has been required by the Board.

Signed by: _____
Residence Owner/Resident

Description of Pet (type, size, color): _____

Approval by Board: _____ Date: _____