

WHEN RECORDED, MAIL TO:  
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Ent 1107556 Bk 1810 Pg 438  
Date: 29-May-2014 01:24 PM Fee \$96.00  
Cache County, UT  
Michael Glead, Rec. - Filed By GC  
For HANCEY LAW OFFICES

DECLARATION OF COVENANTS, CONDITIONS, and RESTRICTIONS  
OF  
SUMMER WILDE SUBDIVISION

This DECLARATION OF COVENANTS, CONDITIONS, and RESTRICTIONS OF SUMMER WILDE SUBDIVISION ("Declaration") is made on the date hereinafter set forth, or the certain covenants, conditions, and restriction named SUMMER WILDE SUBDIVISION ("Subdivision"), by the undersigned Summer Wilde Development, LLC ("Declarant"), for itself, its successors, grantees, and assigns, pursuant to Utah Code Ann. §57-8-1 et seq., (1953) as amended, of the State of Utah.

RECITALS

- A. Description of Land. The Declarant is the record title owner of the following described parcel of land, referred to hereinafter as the "Land" which is located in Logan City, Cache County, State of Utah, to wit: See Schedule A, attached hereto and incorporated herein by reference;
- B. Buildings and Improvements. The Declarant has constructed or will construct on the Land a residential Subdivision with other improvements as shown more specifically on the Summer Wilde Subdivision Phase I, Amended Plat as defined below;
- C. Record of Plat Map. The Declarant has executed and recorded in the office of the Cache County Recorder concurrently with the recording of this Declaration, an instrument entitled the "Summer Wilde Subdivision Phase I, Amended Plat" ("Plat Map");
- D. Intent and Purpose. Declarant, by recording this Declaration and Plat Map as required by statute, intends to submit the Land, Buildings, and other improvements presently existing or to be constructed upon the Land to the provisions of this Declaration, and to impose upon said Land mutually beneficial covenants, conditions, and restrictions pursuant to a general plan of improvement for the benefit of all Lots in the Subdivision as well as the Owners thereof;
- E. Submittal. Declarant further desires by filing this Declaration and Plat Map to submit the Land, said Buildings, and other improvements constructed, or to be constructed, in no more than two (2) Phases thereon, to the provisions of the above statute at the Subdivision;
- F. Subject To. Declarant desires the individual Lots contained in said Subdivision, together with the undivided ownership interests in the Common Areas and Facilities appurtenant thereto, be subject to the covenants, limitations, and restrictions contained herein;
- G. Bylaws. The administration of the Subdivision shall be governed by this Declaration and the Bylaws of Summer Wilde Subdivision Homeowners Association ("Bylaws"), which Bylaws are attached hereto and incorporated herein by reference as Schedule B;
- H. Additional Phases. Declarant desires and intends to develop, or has developed, possible subsequent Phases to be built on additional land contiguous with, and adjacent to, the Land included in the first and subsequent Phases to be developed on the "Additional Land," see Schedule D, attached hereto and incorporated herein by reference. It is Declarant's intent to subject the Additional Land and Lots so developed into the Subdivision by the filing of such amended or supplemental declarations as are necessary to accomplish that purpose.

NOW THEREFORE, pursuant to the foregoing, Declarant hereby makes the following Declaration.

## ARTICLE I - DEFINITIONS

Unless the context clearly indicates otherwise, certain terms as used in this Declaration, including Schedules, shall have the meanings set forth in this Article I.

1.1 "Additional Land" shall mean and refer to any Land or an interest therein which may from time to time be added to and subject to the terms and conditions of this Declaration. Such Additional Land may include all or part of the tracks of Land situated in Cache County, State of Utah, together with all appurtenances thereof as described on Schedule D. Additional Land shall further be described in Article XI of this Declaration.

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The description of Additional Land is solely for purposes of identification and is not intended and shall not be deemed to constitute any lien, encumbrance, restriction or limitation upon any real Property or interest in real Property other than the Land in which the Declaration expressly submits to the provisions of the Act, which Additional Land is expressly described in Schedule D.

1.2 "Assessment" shall mean and refer to any amounts levied, charged, or assessed against an Owner and/or such Owner's Lot in accordance with the provisions of this Declaration.

1.3 "Association" and/or "HOA" shall mean the Summer Wilde Subdivision Homeowners Association, a corporation formed under the Utah Non-Profit Corporation and/or Cooperative Association, its successors and assigns, of which all of the Lot Owners are Members. A Board of Directors shall be the governing body of the HOA and shall have such authority as this Declaration, the Articles of Incorporation of Summer Wilde Subdivision Homeowners Association, as amended, ("Articles"), and Bylaws shall provide.

1.4 "Board of Directors" shall mean the Board of Directors as constituted in accordance with this Declaration, Articles, and Bylaws of the HOA. The Board of Directors shall also be referred to herein as the Management Committee.

1.5 "Building" shall mean and include, but not be limited to, the main portion of all structures built for permanent use and or residency and all projections or extensions thereof, located within any Lot, Common Areas and Facilities including, but not limited to: above ground or underground utilities, landscaping, sidewalks, and other improvements related thereto.

1.6 "Common Areas and Facilities" shall mean and refer to the following:

1.6.1 The Land shown on the Plat Map except that portion of Land specifically identified within each Lot as set forth therein;

1.6.2 All structural parts of the Buildings and improvements located within Common Area real Property, but not within each Lot;

1.6.3 All exterior walkways; exterior lighting; common fencing; outdoor grounds and such recreational areas, facilities, and open areas as may be provided; pool; clubhouse; clubhouse furnishings, supplies and equipment for the benefit of all Members; service and parking areas; entrances and exits; and, in general all other apparatus, installations and other parts of the Property necessary or convenient to the existence, maintenance and safety of the Common Areas and Facilities or normally in common use;

1.6.4 Roadways and/or streets not otherwise dedicated to the public; driveways; sidewalks; walking trails; parking areas; landscaping; lawns and/or yards; shrubs; and gardens, and recreational areas;

1.6.5 All utility installations and equipment connected with or in any way related to the furnishing of utilities to the Subdivision and intended for the common use of all Lot Owners, such as telephone, electricity, gas, water, cable television, and sewer, including the main gas lines and water lines running through the Buildings;

1.6.6 All irrigation and sprinkling installations and equipment connected with, and related to, the maintenance of all landscaping throughout the entire Subdivision, including areas within the Lots and Common Areas and Facilities;

1.6.7 Those areas specifically set forth and designated in the recorded Plat Map;

1.6.8 That portion of the Property not specifically included in the respective Lots as herein defined;

1.6.9 All other parts of the Property necessary or convenient to its existence, maintenance, and safety or normally in common use;

1.6.10 Certain items which could ordinarily be considered common areas pursuant to decision of a **simple majority (51%) vote of Lot Owners** and specifications in the Bylaws or administrative rules are designated as items to be furnished and maintained by Lot Owners at their individual expense, in good order, according to standards and requirements set by the Management Committee by rule, regulation or Bylaws.

1.7 "Common Expenses" shall mean those monies designated as Common Expenses in accordance with Article VII herein.

1.8 "Common Expense Fund" shall mean the fund created or to be created pursuant to the provisions of Article VII herein and into which all monies of the HOA shall be deposited.

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1.9 "Declarant" shall mean Summer Wilde Development, LLC, the undersigned of this Declaration together with any successors and assigns that by written acknowledgment, assume the rights and responsibilities of Declarant as set forth herein. Furthermore, from the time of recordation of any amendment to this Declaration expanding this Subdivision under Article XI, all persons who execute said amendment shall also come within the definition of Declarant. It is specifically intended that any such additional individuals or entities classified as Declarant shall receive the rights, responsibilities, and obligations of the Declarant as set forth in Section 6.9 together with the Class A Voting Rights associated with Lots held by Declarant as set forth in Section 5.4.1 and Schedule C.

1.10 "Declaration" shall mean and refer to this Declaration of Covenants, Conditions & Restrictions of Summer Wilde Subdivision; the same may be hereafter modified, amended, supplemented or expanded in accordance with the provisions hereof.

1.11 "Land" shall mean the Land upon which the Subdivision is situated as more particularly described in Recital A., above.

1.12 "Lease" shall mean any agreement for the leasing or rental of any portion of the Property; see also Section 4.1.3.

1.13 "Lienholder" shall mean the beneficiary of a recorded trust deed or the Mortgagee of a recorded Mortgage under which the interest of a Lot Owner in a Lot is pledged.

1.14 "Lot" shall mean and refer to one of the Lots designated as a Lot on the Plat Map. The Lot shall include the following:

1.14.1 Fee simple ownership to the real Property contained within the dimensions of the Lot as described in the Plat;

1.14.2 Improvements within said Lot;

1.14.3 An undivided interest in the Common Areas and Facilities at the percentages set forth in Schedule C, attached hereto and incorporated herein by reference;

1.15 "Lot Improvements" shall refer to the significant improvements as defined in Section 2.2.

1.16 "Lot Owner" or "Owner" shall mean the person or persons including the Declarant, owning in fee simple a Lot in the Subdivision, as such ownership is shown by the records of the County Recorder of Cache County, State of Utah. The term "Owner" shall not refer to any Mortgagee (unless such Mortgagee has acquired title for other than security purposes) or to any person or persons purchasing a Lot under contract (until such contract is fully performed and legal title conveyed of record or unless a written and notarized statement executed by the title Owner is delivered to the Declarant or the Management Committee which specifically allows the contract purchaser to exercise the Owner's rights under this Declaration and Bylaws.

1.17 "Management Committee" shall mean the Board of Directors as defined in Section 1.4.

1.18 "Manager" shall mean and refer to the person, persons, or entity chosen by the Management Committee from time to time to manage the affairs of the HOA and the Property.

1.19 "Member" shall mean each Lot Owner who automatically is a Member in the HOA as provided herein.

1.20 "Mortgage" shall mean any Mortgage, deed of trust, or other security instrument by which a Lot is encumbered.

1.21 "Mortgagee" shall mean (i) any persons or entities named as the Mortgagee or beneficiary under any Mortgage or Deed of Trust by which the interest of any Owner is encumbered, (ii) any successor to the interest of such person or entity under such Mortgage or Deed of Trust.

1.22 "Occupant" shall mean an individual or individuals living in, residing in, or otherwise occupying a Residence within a Lot, whether or not Occupant is a Tenant as defined in Section 1.29.

1.23 "Phase" shall mean and refer to each separate step in development of the Land and Additional Land which is initiated through the submission of a tract to the terms of the Act. The term shall also include all improvements which are constructed and all appurtenances, rights, obligations, and legal relationships which come into existence in conjunction with the submission of any single tract.

1.24 "Plat Map" shall mean and refer to the "Summer Wilde Subdivision Phase I, Amended Plat" which would be the Plat Map of the Subdivision as on file in the office of the Recorder of Cache County, Utah.

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1.25 "Property" shall mean and include the Land, Buildings, all Lot Improvements and structures thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith.

1.26 "Residence" or "Dwelling Unit" shall mean that area or areas within a Lot used as living quarters. There shall be three Residences / Dwelling Units in each triplex Lot, and four Residences / Dwelling Units in each fourplex Lot.

1.27 "Rule and Regulations" shall mean Rules and Regulations as may be adopted by and promulgated by the Management Committee pursuant to the Bylaws and this Declaration, as the Management Committee deems necessary or desirable to: (i) aid it in administering the affairs of the HOA; (ii) insure that the Property is maintained and used in a manner consistent with the interests of the Owners; (iii) regulate the use of the Lots, Common Areas and Facilities and to regulate the personal conduct of the Lot Owners, Tenants, Occupants, their family members, guests, and invitees, Tenants and agents thereon; and, (iv) establish penalties and monetary charges for the infractions of the Subdivision documents, as such may be amended from time to time.

1.28 "Subdivision" shall mean the Summer Wilde Subdivision and shall refer to the Land, Buildings, and all Lot Improvements submitted by this Declaration and the Plat Map together with all rights, obligations, and organizations established by this Declaration.

1.29 "Tenant" and/or "Subtenant" shall mean an individual or individuals living in, residing in, or otherwise occupying a Residence under a Lease agreement.

1.30 "Total Votes of the HOA" shall mean the total number of votes appertaining to all Lots in the Subdivision; see also Schedule C.

## ARTICLE II - NATURE AND INCIDENTS OF LOT OWNERSHIP

2.1 Description of Subdivision. The Land is that tract or parcel, more particularly described in Schedule A.

2.2 Description of Lot Improvements. The significant improvements contained, or to be contained, in the Subdivision which shall hereinafter be defined as Lot Improvements, include:

2.2.1 Lots 10 and 11 shall consist of a two-story Building triplex with a combined approximate square footage of each triplex totaling approximately 4,473. The Buildings will be constructed principally of concrete foundation with exterior walls of: brick, siding, wood, concrete board and batting, sip walls, asphalt shingle roofing, interior walls of wood studs, plywood and dry wall plaster, or a similar looking material.

2.2.2 Lots 1 through 9, 12, and 13 shall consist of a two-story Building fourplex with a combined approximate square footage of each fourplex totaling approximately 5,828. The Buildings will be constructed principally of concrete foundation with exterior walls of: brick, siding, wood, concrete board and batting, sip walls, asphalt shingle roofing, interior walls of wood studs, plywood and dry wall plaster, or a similar looking material.

2.2.3 Lot 14 shall consist of single-story self-service storage units, totaling approximately 6,720 square feet, with principal material construction of cinder block exterior walls and wood interior walls.

2.2.4 The Subdivision also includes all utilities, landscaping, parking, and other facilities necessary for the construction and use of the Lot Improvements.

2.3 Description and Legal Status of Lots. The Plat Map shows each Lot, its Lot number and location, and the Common Areas and Facilities. Each Lot shall be capable of being independently owned, encumbered, and conveyed, and shall each own a percent of the Common Areas and Facilities; see Schedule C.

2.4 Parties Bound. All provisions of the Subdivision documents including, without limitation, the Plat, Declaration, Bylaws, Articles, and the Rules and Regulations shall be binding upon all Lot Owners, Tenants, Occupants, and their agents, employees, family members, guests, invitees, and visitors.

2.5 Ownership of a Lot. Each Lot Owner shall be entitled to the exclusive ownership and possession of his Lot and membership in the HOA.

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2.6 Covenants to Run with the Land. This Declaration containing covenants, conditions, and restrictions relating to the Subdivision shall be enforceable equitable servitudes which shall run with the Land and this Declaration and its servitudes shall be binding upon Declarant, its successors and assigns, and upon all Lot Owners or subsequent Lot Owners, their grantees, Mortgages, successors, heirs, executors, administrators, devisees and assigns.

2.7 Title. Title to a Lot within the Subdivision may be held or owned by any person or entity, or any combination thereof, and in any manner in which title to any other real Property may be held or owned in the State of Utah, including without limitation joint tenancy or tenancy in common.

2.8 Ownership of Common Areas and Facilities. The undivided interest in the Common Areas and Facilities appurtenant to each Lot in the Subdivision shall be as set forth in Schedule C. The percentages appurtenant to each Lot as shown in said Schedule C shall have a permanent character and shall not be altered except as follows: (i) with the **unanimous written consent of all Owners** expressed in an amendment, as defined herein, to this Declaration duly recorded; or, (ii) to the extent necessary to allow for the expansion or phasing of the Subdivision as provided in Article XI of this Declaration. Except as otherwise provided in this Declaration, any Owner shall be entitled to the nonexclusive use of the Common Areas and Facilities in any manner that does not hinder or encroach upon the rights of the other Owners, and is not contrary to any Rules and Regulations promulgated by the HOA.

As a part of the overall program of development of the Property into a residential community and to encourage the marketing thereof, the Declarant shall have the right of use of the Common Areas and Facilities thereon, including any community Buildings, without charge during the sales construction period to aid in its marketing activities.

2.9 Inseparability. Title to no part of a Lot within the Subdivision may be separated from any other part thereof, and each Lot and the undivided interest in the Common Areas and Facilities appurtenant to each Lot shall always be conveyed, devised, encumbered, and otherwise affected only as a complete Lot. Every devise, encumbrance, conveyance, or other disposition of a Lot, or any part thereof, shall be construed to be a devise, encumbrance, conveyance, or other disposition, respectively, of the entire Lot together with all appurtenant rights created by law or by this Declaration, including appurtenant membership in the HOA as hereinafter set forth.

2.10 No Partition. The Common Areas and Facilities shall be owned in common by all Owners and no Owner may bring any action for partition thereof.

2.11 Appointment of Trustee. Declarant hereby appoints **Hickman Land Title Co. Inc.**, as Trustee, who qualifies under Utah Code Ann., §57-1-21(1)(a)(i) or (iv), as amended.

2.11.1 Declarant hereby conveys and warrants pursuant to Utah Code Ann. §§57-1-20 and 57-8-45, as amended, to the Trustee as defined in Section 2.11 above, with the power of sale, the Lot and all Lot Improvements for the purpose of securing payment of Assessments under the terms of this Declaration.

2.12 Separate Mortgages by Owners. Each Owner shall have the right to separately Mortgage or otherwise encumber his Lot. No Owner shall attempt, or have the right, to Mortgage or otherwise encumber the Common Areas and Facilities, or any part thereof, except the undivided interest therein appurtenant to his Lot. Any Mortgage or other encumbrance of any Lot within the Subdivision shall be subordinate to all of the provisions of this Declaration, and in the event of foreclosure the provisions of this Declaration shall be binding upon any Owner whose title is derived through foreclosure by private power sale, judicial foreclosure, or otherwise.

2.13 Special Taxation. Each Lot within the Subdivision, including each Lot and appurtenant undivided interest in the Common Areas and Facilities, shall be deemed to be a parcel and shall be assessed separately for all Assessments, taxes, and other charges of the State of Utah or of any other taxing or assessing authority. For the purposes of such Assessment, the valuation of the Common Areas and Facilities shall be apportioned among the Lots in proportion to the undivided interests in Common Areas and Facilities appurtenant to such Lots. All such Assessments, taxes, and other charges on each respective Lot shall be separately levied against the Owner thereof. No forfeiture or sale of any Lot for delinquent Assessments, taxes, or other government charges shall divest or in any way affect the title to any other Lot.

2.14 Mechanics Liens. No labor performed or materials furnished for use in connection with any Lot, with the consent or at the request of, an Owner or his agent or subcontractor, shall create any right to file a statement of mechanic's lien against the Lot of any other Owner not expressly consenting to, or requesting the same, or against any interest in the Common Areas and Facilities, except the undivided interest therein appurtenant to the Lot of the Owner for whom such labor shall have been performed and such materials shall have been furnished.

2.15 Laws. Nothing shall be done or kept in, on, or about any Lot or 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.

2.16 Insurance. Nothing shall be done or kept in, on, or about any Lot or in the Common Areas which may result in the cancellation of the insurance on the Property or an increase in the rate of the insurance on the Property, over what the Management Committee, but for such activity, would pay.

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2.17 Legal Description of a Lot. Every conveyance or contract for the sale of a Lot and every other instrument affecting title to a Lot may describe that Lot by the number shown on the Plat Map with the appropriate reference to the Plat Map and to this Declaration, as each shall appear in the official records of the Recorder of Cache County, Utah, and in substantially the following form:

LOT \_\_\_\_\_ AS SHOWN ON THE FINAL PLAT MAP FOR SUMMER WILDE SUBDIVISION, PHASE \_\_\_\_\_, APPEARING IN THE RECORDS OF THE COUNTY RECORDER OF CACHE COUNTY, UTAH, IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_ OF PLATS, AND SUBJECT TO THAT DECLARATION RECORDED THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014, AS ENTRY \_\_\_\_\_, BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, IN THE RECORDS OF THE COUNTY RECORDER FOR CACHE COUNTY, UTAH, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON AREAS AND FACILITIES AS PROVIDED IN SAID DECLARATION.

THIS CONVEYANCE IS SUBJECT TO THE PROVISIONS OF THE AFORESAID DECLARATION.

Such description will be construed to describe the Lot, and to incorporate all the rights incident to ownership of a Lot and all the limitations of such ownership as described in this Declaration.

**ARTICLE III - EASEMENTS**

3.1 Easements and Rights of Way. Declarant hereby grants and conveys to the HOA and each Lot Owner, Tenant, and Occupant, as well as their family members, guests, and invitees, the non-exclusive and perpetual right to use and access the roads, trails, and common sidewalks for vehicular and pedestrian traffic. In addition, every Member of the HOA shall, as an Owner, have the right and non-exclusive easement to use and enjoy the Common Areas and Facilities. Such right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following restrictions: (i) The right of the HOA to limit the number of Tenants, Occupants, family members, guests, and invitees; (ii) the right of the HOA to suspend the voting privilege; and, (iii) The right of the HOA to dedicate or transfer all or any part of the Common Area and Facilities to any public agency, authority, or utility for the purpose of regulating transportation, maintaining the roadways, or providing utilities and other similar or related purposes. During the period of Declarant's control, any such dedication or transfer shall be effective only if approved in writing by the Declarant. Subject to the Subdivision documents, each Owner shall be entitled to the exclusive ownership and possession of his Lot, membership in the HOA, and to use the Common Areas and Facilities, as set forth herein.

3.2 Declarant and the HOA reserve the right to convey within the Subdivision, including but not limited to the Common Areas and Facilities, any and all necessary utility easements which may be reduced to writing and be recorded. The Lot Owners, and all parties claiming interest through said Lot Owners, agree to be subject thereto.

3.3 Utilities. There is hereby created a blanket easement upon, across, over, and under all of the Property within the Subdivision for installation, maintenance, ingress and egress, limited to water (including culinary, irrigation, and sprinkling systems), sewers, gas, telephone, electricity, satellite phone, internet, and all other communication utilities. By virtue of this easement, it shall be expressly permissible for all public utilities serving the Property to lay, construct, renew, operate, and maintain conduits, cables, pipes, mains, ducts, wires, and other necessary equipment on the Property, provided that all such services shall be placed underground, except that said public utilities may affix and maintain electrical and/or telephone wires, circuits, and conduits on, above, across, and under roofs, and exterior walls. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Property except as initially programmed an approved by the Declarant or thereafter approved by the HOA. Should any utility furnishing a service covered by the general easement herein provided, request a specific easement by separate recordable document, the HOA shall have the right to grant such easement on said Property without conflicting with the terms hereof. All utilities that are installed in, upon, under, or through the Common Areas and Facilities of the Property, shall be maintained by the HOA.

3.4 Police, Fire, and Ambulance Service. An easement is hereby granted to all police, fire protection, ambulance services, and all similar persons to enter upon the streets, Common Areas and Facilities in the performance of their duties.

3.5 Each Lot shall be subject to such easements as may be necessary for the installation, maintenance, repairs, and/or replacements of any Common Areas and Facilities or appurtenances attached to the Lot or located within the boundaries of such Lot.

3.6 HOA's Right to Use. The HOA shall have an easement to make such use of the Common Areas and Facilities as may be necessary or convenient to perform the duties and functions that it is obligated or permitted to perform pursuant to this Declaration, including without limitation the right to construct and maintain in the Common Areas and Facilities and utilities for use by Owners generally or by the HOA, and its agents, employees, and contractors, exclusively.

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3.7 Easement for Completion of Subdivision. The Declarant shall have a transferable easement over and on the Lots and Common Areas and Facilities for the purpose of completing construction of the Subdivision and making improvements therein as shown on the Plat Map and for the purpose of doing all things reasonably necessary or appropriate in connection therewith.

3.8 Some of the Common Areas and Facilities are, or may be, located within the Lots or may be conveniently accessible only through the Lots. The Owners of the other Lots shall have the irrevocable right, to be exercised by the HOA as its agent, to have access to each Lot and to all Common Areas and Facilities from time to time during such reasonable hours as may be necessary for the maintenance, repair, or replacement of any of the Common Areas and Facilities located thereon, or accessible there from, or for making emergency repairs therein necessary to prevent damage to the Common Areas and Facilities or to another Lot or Lots; the HOA shall also have such right. Damage to any part of a Lot Improvement or Lots, resulting from the maintenance, repair, emergency repair, or replacement of any of the Common Areas and Facilities, or as a result of emergency repairs within another Lot at the instance of the HOA or of Lot Owners, that shall be caused by the negligence of the Owner of a Lot, then such Owner shall be financially responsible for all such damage to the extent the HOA does not have insurance to cover the same. Such damage shall be repaired and the Property shall be restored substantially to the same condition as existed prior to damage. Amounts owing by Owners pursuant hereto shall be collected by the HOA by Assessment.

3.9 Declarant hereby dedicates for the mutual and reciprocal benefit of the HOA, all Lots, all Lot Owners, Tenants, Occupants, and their employees, agents, and contractors, the right and license to enter upon the Property, for the purposes of construction and remodeling of any Building or Lot Improvement upon the Property. In connection with any such work or construction, incidental encroachment upon the Common Areas and Facilities may occur as a result of the use of ladders, scaffolding, safety barricades, and similar facilities resulting in temporary obstruction of portions of the Common Areas and Facilities, all of which shall be permitted hereunder so long as their use is kept within reasonable requirements of the construction work being expeditiously pursued. The Common Areas and Facilities may be utilized for ingress and egress of vehicles transporting construction materials and equipment and persons employed in connection with any such work provided for herein, and temporary storage of materials and vehicles being utilized in connection with such construction provided that same do not unreasonably interfere with access, ingress, egress, or other rights of any other Owner or the HOA.

3.10 All work performed in the construction, maintenance, repair, replacement, alteration or expansion of a Lot Improvement, Common Areas and/or Facilities, shall be effected in a reasonably expeditious manner and in such a manner as not to unreasonably interfere, obstruct, or delay vehicular or pedestrian access to or from the Property or any part thereof, and/or to or from any public right-of-way or driveway located within the improved Common Areas. Staging for the construction of any Building located on the Property including, without limitation, the location of any temporary Buildings or construction sheds, the storage of building materials, and the parking of construction vehicles and equipment, shall be as reasonably needed upon Common Areas. The person performing such work shall, at its sole cost and expense, promptly repair and restore to its prior condition all Lot Improvements, Buildings, and other landscaping damaged in the performance of such work. The person or persons undertaking such work shall pay all costs and expenses associated therewith and shall indemnify and hold harmless the HOA and the Lot Owners from any and all liability, claims, damages, expenses (including reasonable attorneys' fees), judgments, proceedings and causes of action arising out of or in any way connected with the performance of such work, unless caused by the negligent or willful act or omission of the indemnified person, its employees, agents, or representatives. Incidental encroachments may occur as a result of the use of ladders, scaffolds, safety barricades, and similar facilities resulting in temporary obstruction of portions of the Property, all of which are permitted hereunder so long as all construction requiring the use of such facilities is expeditiously pursued to completion and is performed in such a manner as to minimize any interference with the use and enjoyment of all other Lots or other portions of the Property.

#### ARTICLE IV - RIGHTS AND RESTRICTIONS ON OWNERSHIP AND USE

##### 4.1 Nature of and Restrictions on Ownership and Use.

4.1.1 Construction, Renovation, and Modification. No construction, renovation, or modification to the exterior and/or interior of any Lot Improvement or Building shall be made prior to the written submission and approval of the HOA; see Section 6.1.26.

4.1.2 Household Composition. Use of the Lots containing triplexes and fourplexes shall be used solely for residential purposes and limited business use as authorized in Section 4.3.14. Further, the use of such Lots, in separate dwellings within the Lots, shall be further regulated by applicable government ordinances, the HOA shall have the power to limit the total number of Tenants and Occupants permitted in each Lot and its fair share use of the Common Areas and Facilities or to impose additional fees and expenses based upon the number of Tenants and Occupants.

4.1.3 Leasing of Dwelling Units. In order to maintain uniformity and consistency within the Subdivision, all Dwelling Units must be:

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4.1.3.1 Leased for residential purposes only.

4.1.3.2 **Leased and managed by the Management Committee. The Management Committee shall be in charge of marketing and managing all Leased Dwelling Units and Lots within the Subdivision and will be paid a reasonable management fee. The HOA and Lot Owner(s) shall enter into a written agreement addressing the specifics of such services and in no event shall a Lot Owner have the right to Lease a Dwelling Unit or Lot independent of the Management Committee.**

4.1.3.3 Leased under a written agreement that shall provide that the terms of the Lease and said written agreement shall be subject in all respects to the provisions of this Declaration and the Rules and Regulations of the HOA and that any failure by a Tenant to comply with the terms of such documents shall constitute a default under the Lease.

4.1.3.4 If, and only if applicable, leasing will be further subject to Utah Code Ann., §57-8-10(9)(a) through (h), (1953), as amended.

4.1.3.5 In the event insurance costs to the HOA are increased due to the percentage of rentals, then those Lot Owners then Leasing Dwelling Units and/or Lots shall pay their portion of the increased cost of insurance charged. Declarant and Management Committee: (i) reserve the right to void any Lease that violates the intended purposes of this Declaration; and, (ii) reserves the right and are given the power to initiate eviction proceedings if such are in violation. The Owner of any Leased Dwelling Units and/or Lots shall not have the rights to access the Lot and Common Areas and Facilities unless and until the termination of the Lease agreement and the expiration of the Tenant's rights to use such, except as specifically reserved in the written Lease agreement which Lease is executed in conformance with Section 4.1.3.2.

4.1.4 Each Lot Owner shall have and enjoy the rights and privileges of fee simple ownership of that Lot. There shall be no requirements concerning who may own Lots, it being intended that a Lot may and shall be owned as any other Property right by persons, corporations, partnerships, or trusts and in the form of common tenancy. The Subdivision shall be used only for residential purposes, except as expressly set forth below; Common Areas and Facilities shall only be used in a manner consistent with the residential nature of the Subdivision. Each Lot Owner may Lease a Dwelling Unit and/or Lot with its appurtenant rights subject to the terms and conditions of this Declaration.

4.1.5 Prohibition against Subdivision. No Lot Owner, by deed, plat, or otherwise, shall subdivide, partition, or in any manner cause the ownership of a Lot to be separated into physical tracts or parcels smaller than the whole Lot as shown on the Map, absent a **66% vote of all Lot Owners** and may require with compliance with certain terms, conditions, agreements, and modifications to this Declaration as the parties determine.

4.1.6 Structural Integrity. Nothing shall be done in any Lot or in, on, or to the Common Areas and Facilities which will impair the structural integrity of the Buildings or any part thereof, or which would structurally change the Buildings or any part thereof, except as is otherwise provided herein.



4.1.7 Firearms, Incendiary Devices, and Graffiti. The use of firearms and incendiary devices, or the painting of graffiti, within the Subdivision is prohibited. The term firearms includes but is not limited to all guns, pistols, handguns, rifles, automatic weapons, semi-automatic weapons, BB guns, pellet guns, sling shots, wrist-rockets, blow-dart guns, and other firearms of all types, regardless of size.

4.1.8 Maintenance.

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4.1.8.1 Interior. Each Lot Owner, at the Lot Owner's expense, shall keep the interior of the Residences and related equipment and appurtenances in good order, condition, and repair and in a clean and sanitary condition, and shall do all redecorating and painting which may at any time be necessary to maintain the good appearance of such Residences. Except to the extent that the HOA is protected by insurance against such injury, the Lot Owner shall repair all injury or damages to the Lot, Lot Improvements, and Residences caused by the act, negligence, or carelessness of the Lot Owner, or that of any Tenant, Occupant, family member, guests, agent, or invitee, and all such repairs, redecorating, and painting shall be of a quality and kind equal to the original work as determined and approved in writing by the HOA. In addition to decorating and keeping the interior of Residences in good repair, the Lot Owner shall be responsible for the maintenance or replacement of any plumbing, fixtures, refrigerators, air conditioning and heating equipment, dishwashers, disposals, ranges, etc.

4.1.8.2 Exterior. A Lot Owner shall not make, or permit to be made, any structural alteration to the interior or exterior of any Lot Improvements or to the exterior of the Buildings on its Lot, and shall not plant any portion of the Lot, paint and/or decorate any portion of the exterior of the Lot Improvements or Buildings located on the Lot without the written permission of the HOA first had and obtained as required by Section 6.1.26.

4.1.9 Utilities. All utilities, fixtures, and equipment installed within a Lot, commencing at a point where the utility lines, pipes, wires, conduits, or systems enter boundaries of a Lot shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act or any work that will impair any easement or hereditament nor do any act nor allow any condition to exist which will adversely affect the other Lots or Owners.

4.1.10 Disorderly Activities or Conditions. Any activities which might tend to cause disorderly, unsightly, or unkempt conditions shall not be pursued or undertaken on any part of the Subdivision.

4.2 Common Areas and Facilities. Except as otherwise provided in the Declaration, the Common Areas and Facilities shall consist of the areas and facilities described in Article I. The respective rights, responsibilities, and limitations to the Common Areas and Facilities and shall be governed as follows:

4.2.1 Construction, Renovation, and Modification. Only the HOA has the right to modify, improve, construct, or repair the Common Areas and Facilities of the Property.

4.2.2 Ownership of Common Areas and Facilities. The Common Areas and Facilities contained in the Subdivision are described and identified in this Declaration. Said Common Areas and Facilities shall be owned by and are hereby transferred, conveyed, and deeded by Declarant to the HOA. The Common Areas and Facilities shall be used only in a manner which is consistent with their community nature and with the use restrictions applicable to the Lots contained in the Subdivision.

4.2.3 Nothing shall be done or kept in any Lot or in the Common Areas and Facilities which will increase the rate of insurance on the Buildings or contents thereof beyond that customarily applicable for residential use, or will result in the cancellation of insurance on the Buildings, or the contents thereof, without the prior written consent of the HOA. No Lot Owner shall permit anything to be done or kept in the Lot or Common Areas and Facilities which are in violation of any law, ordinance or regulation of any governmental authority, or in violation of this Declaration.

4.2.4 Use of Common Areas and Facilities. Each Lot Owner may use the Common Areas and Facilities in accordance with the purpose for which they are intended, but subject to this Declaration, Articles, Bylaws, and the Rules and Regulations of the HOA. This right of use shall be appurtenant to and run with each Lot.

4.2.5 No Owner shall violate the Rules and Regulations regarding use of the Lots and of the Common Areas and Facilities as adopted from time to time by the HOA.

4.2.6 Except as hereinafter provided, the HOA shall provide for such maintenance and operation of the Common Areas and Facilities as may be reasonably necessary to keep them clean, functional, attractive and generally in good condition and repair. Activities which might tend to cause disorderly, unsightly, or unkempt conditions shall not be pursued or undertaken on any part of the Subdivision.

4.2.7 Landscape Maintenance. In order to insure a consistent and well-maintained landscaping, the HOA shall be responsible for the maintenance and care around all Lots and Common Areas and Facilities, in the Subdivision. The cost of such will be assessed as an expense of the HOA. The HOA has the right to contract with third parties for such services. To the fullest extent necessary, each Lot Owner grants an easement for access, installation, and maintenance of all such landscaping to the HOA, its agents, employees, and contractors.

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4.2.7.1 Trees, Shrubs, and Bushes. No fence, wall, hedge, shrub, bush, tree or monument, real or artificial, shall be planted or placed by any Owner, Tenant, or Occupant in, on, or about the Lot and Common Areas and Facilities without prior written consent of the Management Committee. The Management Committee may alter or remove any objects planted or placed in violation of this subsection.

4.2.8 Bicycles. Bicycles in the Common Areas and Facilities must be parked or stored in the bicycle racks or storage areas designated by the Management Committee.

4.2.9 Damage or Waste. Each Owner shall indemnify and hold the Management Committee and the other Owners in the Subdivision harmless against all loss resulting from any such damage or waste caused by that Lot Owner, Tenant, Occupant, or their family members, guests, and invitees.

4.2.10 Nuisance. No noxious or offensive trade and/or activity (Nuisance) shall be carried on or permitted in any Lot or in the Common Areas and Facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Lot Owners, Tenants, or Occupants, or which shall in any way interfere with the quiet enjoyment of each of the Lot Owners, Tenants, or Occupants, or which shall in any way increase the rate of insurance.

It shall be the responsibility of each Lot Owner, Tenant, Occupant, and their family members, guests or invitees to prevent the creation or maintenance of a nuisance in, on, or about the Subdivision. The term "nuisance" includes but is not limited to the following:

4.2.10.1 The development of any unclean, unhealthy, unsightly, or unkempt condition on, in, or about his Lot and appurtenant Common Areas and Facilities;

4.2.10.2 The storage of any personal property, item, or thing that causes any Lot or Common Area and Facilities to appear to be in an unclean or untidy condition or that will be noxious to the senses;

4.2.10.3 The storage of any substance, thing, or material upon any Lot or in the Common Areas and Facilities that emits any foul, unpleasant, or noxious odors, or that causes any noise or other condition that disturbs or might disturb the peace, quiet, safety, comfort, or serenity of the other residents at the Subdivision;

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

4.2.10.5 Actions or activities tending to cause embarrassment, discomfort, annoyance, distress, or a disturbance to any other Lot Owner, Tenant, Occupant, or their family members, guests, or invitees, particularly if the police or sheriff must be called to restore order;

4.2.10.6 Maintaining any plants, animals, devices, 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 as may diminish or destroy the enjoyment of the Subdivision by other Lot Owner, Tenant, Occupant, or their family members, guests, or invitees;

4.2.10.7 Creating or allowing an unreasonable amount of noise or traffic in, on or about any Lot or the Common Area and Facilities, especially after 10:00 p.m. and before 8:00 a.m.; and

4.2.10.8 Violation of Utah Code Ann. §78-38-9 (1999) as amended, (i.e., drug houses and drug dealing; gambling; group criminal activity; prostitution; weapons; parties), as it may be amended or supplemented from time to time.

4.2.11 Charge for Use of Common Area and Facilities. The rights of each Lot Owner, Tenant, and Occupant, as well as the rights of any agents, employees, family members, guests, invitees, or other members of the general public, to use Common Areas and Facilities shall be subject to at least the following provisions.

4.2.11.1 The right of the HOA to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area and Facilities and to establish uniform and reasonable Rules and Regulations pertaining to the use of the Common Area and Facilities and to charge those having rights for such. **Ent. 1107556 Bk 1810 Pg 448**

4.2.11.2 The right of the HOA to suspend the voting rights and right to use the recreational facilities by an Owner for any period during which any Assessment against his Lot remains unpaid, and for a period not to exceed **60 days** for any infraction of its published Rules and Regulations.

4.2.11.3 The right of the HOA to dedicate or transfer all or any part of the Common Area and Facilities to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the HOA. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer approved by **a 66% vote of all Lot Owners** has been recorded, and it must be subject to the Owners' easements for ingress and egress.

4.2.11.4 Said rights being transferred to a Tenant, see Section 4.1.3 herein.

4.2.11.5 The right of the HOA to contract with adjacent property owners or others to grant certain rights of use of the recreational facilities on reasonable terms and conditions.

4.2.11.6 This Section shall not be interpreted as granting the general public the rights to use the Common Areas and Facilities.

4.3 General Provisions, Restrictions and Limitations of Use. The use of the Lots is further subject to the following limitations and restrictions:

4.3.1 Similar Treatment. Similarly situated Owners, Tenants, and Occupants shall be treated similarly.

4.3.2 Interior of Residences. Each Owner shall have the exclusive right to paint, repair, tile, wax, paper, carpet, or otherwise decorate the interior surfaces of the walls, ceilings, floors, and doors within the Residence. Each Owner shall all have the right to construct partition walls, fixtures, and improvements within the boundaries of the Residence provided, however, that such improvements: (i) shall comply with all applicable laws, ordinances, and building codes; (ii) shall not interfere with facilities necessary use, or enjoyment of any other part of the Subdivision; and, (iii) shall not encroach upon the Common Areas and Facilities or required setbacks or any part thereof, unless the HOA shall consent in writing to such encroachment. Maintenance restrictions of Lot Improvements are set forth in Section 4.1.8.

4.3.3 Windows. All windows and window treatments in the Subdivision shall be harmonious and comparable in size, design, and quality so as not to detract from uniformity in appearance and quality of construction

4.3.4 Window Blinds and/or Coverings. Window blinds are allowed subject to HOA approval of the color. No plastic, sunscreen, or reflective type material shall be used on the interior or exterior of the windows. No-aluminum foil, newspapers, reflective film coatings, sheets, bedspreads, or any other similar materials may be used to cover the exterior windows of any residential structure on a Lot. Sun shades are not allowed on the exterior of any Building.

4.3.5 Garbage Removal. All rubbish, trash, and garbage shall be regularly removed from the Lots and shall not be allowed to accumulate thereon. Each Lot shall be maintained in a clean and orderly manner. Garbage must be placed in garbage bins on the Property. The cost of garbage bin use and garbage removal shall be included in the annual Assessment. Further, the Common Areas and Facilities shall be kept free and clear of all rubbish, debris, and other unsightly material.

4.3.6 Animals. No animals, pets, livestock, or poultry of any kind (hereinafter "Animals") shall be bred in, on, or about the Subdivision. No Animals of any kind shall be raised or kept on any Lot or in the Common Areas and Facilities except that household Animals may be kept or housed in the interior of a Residence provided that they are **two (2) or less in total number** per Residence, and that they are not kept or maintained for any commercial purpose. No Animal shall be allowed that weighs more than **20 pounds**. Animals must be properly licensed and registered by the appropriate governmental agency where required. Exterior dog houses or runs shall not be allowed. In no event shall any Animal be permitted in any portions of the Common Areas and Facilities unless carried or on a Leash. Each Lot Owner, Tenant, or Occupant who keeps an Animal in a Residence shall indemnify and hold all others Lot Owners, Tenants, Occupants, or their family members, guests or invitees, harmless against any loss or liability of any kind or character whatsoever arising from or as a result of having such Animal in the Subdivision.

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Notwithstanding the foregoing, no Animals may create a nuisance. The following acts may constitute a nuisance: (i) causing damage to the Property of anyone other than the Animal owner; (ii) causing unreasonable fouling of the air by odors; (iii) causing unsanitary conditions; (iv) defecating on any Common Areas and Facilities when the feces are not immediately cleaned up by the responsible party; (v) barking, howling, whining, or making other disturbing noises in an excessive, continuous, or untimely fashion; (vi) molesting or harassing passersby by lunging at them or chasing passing vehicles; (vii) attacking or threatening to attack people or other Animals; (viii) otherwise acting so as to bother, annoy, or disturb other reasonable Lot Owners, Tenants, Occupants, or their family members, guests or invitees, or interfering with their right to the peaceful and quiet enjoyment of their Property; or (ix) the mere number of Animals maintained creates an offensive or dangerous condition to the health, welfare, or safety of other Lot Owners, Tenants, Occupants, or their family members, guests or invitees; this provision may be made more restrictive if an Animal becomes a nuisance or obnoxious to said identified parties. The Animal owner shall remove the Animal from the Property upon written notice by the Management Committee or the HOA or its representative.

A Lot Owner, Tenant, Occupant, or their family members, guests or invitees must obtain written permission from the Management Committee for all Animals. Once the Lot Owner, Tenant, Occupant, or their family members, guests or invitees obtains the Management Committee's written permission, the Lot Owner, Tenant, Occupant, or their family members, guests or invitees shall not allow the Animal to leave the Residence unless it is carried or on a leash accompanied by the Lot Owner, Tenant, Occupant, or their family members, guests or invitees who shall be responsible for having within his or her immediate presence a device to pick up any dropping (animal dung) the Animal may leave outside of the Residence. Animals may not be tied, tethered, or left unattended in or around the Common Area and Facilities. The Management Committee may establish specific Animal rules and charge an Animal deposit and/or a registration fee.

4.3.6.1 Animal Special Assessment. The HOA shall have the right, as a condition to granting written permission, to charge an Assessment to the Lot Owner, which could include an initial Assessment, an ongoing Assessment, as well as a security deposit to the Lot Owner for as a condition for having an Animal.

4.3.7 Planting and Gardening. No planting or gardening shall be done, and no fences, hedges, or walls shall be erected or maintained upon any Property except such as are installed in accordance with the initial construction of the Buildings located thereon or as approved by the HOA.

4.3.8 Signs. No Lot Owner shall cause or permit any signs or advertising devices of any nature, including without limitation, commercial, political, informational, or directional signs or devices, to be erected, displayed, maintained, or otherwise affixed to, or placed on, the exterior walls or roof of any Building or part thereof, or on the inside or outside of windows or doors, or on any part of the Subdivision, or displayed to the public view, without prior inspection and written approval of the Management Committee, except as may be necessary temporarily to caution or warn of danger. No signs for the sale of a motor vehicle may be placed in or upon any vehicle. The restrictions of this Section shall not apply to any professionally painted and maintained sign or notice 24" by 24" or smaller in size which identifies the Lot Owners.

If the Management Committee consents to the display of any such signs or devices, the same shall be removed promptly at the request of the Management Committee. All such signs or devices must also comply with applicable zoning ordinances. No signs, posters, displays, or other advertising devices of any character shall be erected, maintained on, shown, or displayed to the public view on any Lot without written approval having been first obtained from the Management Committee. If signs are placed without written approval, the Management Committee retains the right to remove them.

4.3.9 Aerials, Antennas, and Satellite Systems. The Management Committee reserves the right to enter into exclusive contracts and agreements with commercial satellite provider systems thereby negotiating and/or granting rights to that company, or companies, to provide exclusive service to the HOA. As such, the HOA reserves all rights to regulate such.

4.3.9.1 No exterior television antennas or satellite dishes shall be placed, allowed, or maintained upon any Lot or Lot Improvements situated and located upon the Property without prior written approval of the Management Committee.

4.3.9.2 Anything to the contrary notwithstanding, it is the intent of this document to at all times comply with the applicable federal, state, and local laws, and regulations adopted by the FCC — as they may be amended from time to time. DO NOT INSTALL AN ANTENNA OR SATELLITE DISH OUTSIDE YOUR BUILDING OR IN THE COMMON AREAS AND FACILITIES WITHOUT FOLLOWING THE PROVISIONS OF THIS SECTION. Antennas or Satellite dishes installed by an Owner or resident in violation of this Section may be removed by the Management Committee without further notice or warning and at the Owner's sole risk and expense.

4.3.10 External Apparatus. No Owner, Tenant, or Occupant shall cause or permit anything (including without limitation, awnings, canopies, or shutters) to hang, be displayed or otherwise affixed to or placed on the exterior walls or roof of any Lot Improvements or any part thereof, or on the outside of windows or doors, without the prior written consent of the Management Committee.

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4.3.11 Use of Driveway, Entry, Deck, Patio and Balcony. Exterior patios or decks which are part of Lot Improvement may be used for such purposes as may normally be associated with the use thereof, provided, however, that said decks and patios shall not be used for storage. The Management Committee may adopt reasonable Rules and Regulations to regulate and control the appearance and use of driveways, entries, decks, patios, and balconies within the Subdivision, including by way of illustration but not limitation a regulation limiting items on the patio to "patio furniture;" prohibiting clotheslines and the hanging of clothes and other items over the railings; planters and plants; and the storage of personal property, furnishings, appliances, junk, boxes, furniture, and effects in public view.

4.3.12 Temporary Structures. No Owner, Tenant, or Occupant shall place upon any part of the Subdivision any temporary structures including but not limited to tents, trailers, or sheds without the prior written consent of the Management Committee.

4.3.13 Energy Conservation Equipment. Except in compliance with Utah Code Ann. §§17-27a-610 or 10-9a-610, (as the case may require), as such may be amended from time to time, no solar energy collector panels, other energy conservation equipment, or attendant hardware shall be constructed or installed in the Subdivision, without the prior written consent of the Management Committee.

4.3.14 Business Use. No Business Use or Trade may be conducted in or from any Lot unless: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Dwelling; (ii) the business activity conforms to all zoning requirements for the Subdivision; (iii) the business activity does not involve persons coming onto the Subdivision who do not reside in the Subdivision or door-to-door solicitation of residents of the Subdivision; (iv) the business activity is consistent with the residential character of the Subdivision and does not constitute a nuisance, a hazardous or offensive use, or threaten the security or safety of other residents of the Subdivision as may be determined in the sole discretion of the Management Committee; and, (v) such business use shall be done as part of an Owner occupied arrangement as defined by local ordinances. Notwithstanding the above, the leasing of a Residence shall not be considered a trade or business within the meaning of this subsection.

4.3.14.1 Notwithstanding the above restrictions, it is expressly understood and approved that Lot 14 may be used and operated as a self-service storage business.

4.3.15 Driveways. Driveways shall not be used for storage. All motor vehicles, campers, boats, and trailers which are located upon a driveway must be, and continue to be, in good mechanical working order and licensed in accordance with applicable law. No vehicle, camper, boat, trailer, or any other item located upon said driveway shall be permitted to extend into any roadway or Common Areas and Facilities.

4.3.16 Storage and Parking of Vehicles. The driving, parking, standing, and storing of motor vehicles in, on, or about the Subdivision shall be subject to the following:

4.3.16.1 The parking Rules and Regulations adopted by the Management Committee from time to time;

4.3.16.2 The parking areas are not designed for recreational, oversized, or commercial vehicles and the Management Committee has the right to make Rules and Regulations restricting or prohibiting their use within the Subdivision. All such vehicles shall be parked in garages or outside the Subdivision, except for purposes of loading and unloading. Eighteen wheelers may not be parked within the Subdivision.

4.3.16.3 No motor vehicle or trailer, including but not limited to any car, automobile, truck, van, recreational, oversized, commercial vehicle, or any other transportation device of any kind maybe parked or stationed (except for purposes of loading or unloading), in such a manner so as to create an obstacle or potentially dangerous situation, or along any street or road, or in front of any parking amenity, sidewalk, walkway, driving lane, Building or Lot, or in an unauthorized portion of the Common Areas and Facilities.

4.3.16.4 Residents may only park their motor vehicles within their driveways, garages, or in other designated Common Areas and Facilities.

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4.3.16.5 No motor vehicle which is inoperable shall be placed in parking areas. Any motor vehicle which remains parked over 72 hours, without prior written consent of the HOA, shall be subject to removal by the HOA at the Owner's expense. Furthermore, such expenses of removal and storage shall be secured by the lien for Assessment obligations as set forth in this Declaration.

4.3.16.6 No parking is allowed in "red zones," "fire lanes," or unauthorized areas.

4.3.16.7 Visitors, guests, or invitees shall park their motor vehicles in Common Areas and Facilities designated for "guest" or "visitor" parking. Owners, Tenants, and Occupants shall not park in "guest" or "visitor" spaces.

4.3.16.8 No Owners, Tenants, or Occupants shall disassemble, assemble, repair, or restore any vehicle of any kind in, on, or about any Lot or the Common Areas and Facilities, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.

4.3.16.9 No motor vehicle shall be parked in such a manner as to inhibit or block access to a Building, driving lane, parking space, driveway, garage, entry, exit, or parking area.

4.3.16.10 All parking areas shall be used solely for the parking of motor vehicles used for personal transportation. Disabled, inoperable, or motor vehicles not currently licensed or registered, may not be stored in the street, driveway, or other place so as to be visible to the Lot Owners, Tenants, Occupants, or general public of the Subdivision.

4.3.16.11 No carport or parking area may be used or altered so that it parks less than the number of motor vehicles for which it was originally designed.

4.3.16.12 The nature of the intended use of a garage as a parking garage for motor vehicles may not be changed or altered without the prior express written consent of the Management Committee.

4.3.16.13 Vehicles parked in violation of this Declaration or parking Rules and Regulations adopted by the Management Committee may be immobilized, impounded, and towed **WITHOUT ADDITIONAL NOTICE** and at the sole expense of the vehicle owner. By virtue of bringing a motor vehicle into the Subdivision, the driver agrees to indemnify, save, and hold the HOA, Management Committee, and Management Committee Members harmless from any loss, damage, or claim caused by or arising out of the immobilizing, impounding, or towing of a motor vehicle pursuant hereto. Should the vehicle owner be an employee, family member, guest, or invitee of a Lot Owner, then the Lot Owner shall be jointly and severally liable for such expense.

4.3.16.14 There shall be no storage of any Property except of vehicles as above provided in any parking or Common Areas and Facilities. No "garage" or "yard" sales, or similar activities may be conducted without first obtaining written permission from the Management Committee.

4.3.17 ATVs and Snowmobiles. No ATVs or snowmobiles shall be operated on the Subdivision except on the streets for immediate ingress and egress from outside the Subdivision to the Lot of the Owner, and/or the Tenant and Occupant. Such ingress and egress shall adhere to all laws regarding the operation of said ATV or snowmobile and any and all regulations as may be adopted by the HOA.

4.3.18 Lubricants, Oil and Gas. Disposal of any oil, gas, or lubricants, and the storage or disposal of other hazardous materials (as may be determined in the Management Committee's reasonable discretion and as defined by applicable law) anywhere within the Property is prohibited.

4.3.19 Electronic Transmitters. No electronic or radio transmitter of any kind, other than garage door openers, shall be located or operated in or on the Property without the prior consent of the Management Committee.

4.3.20 Religious and Holiday Displays. The rights of Lot Owners, Tenants, and Occupants to display religious and holiday signs, symbols, and decorations on their Lots of the kinds normally displayed in Residences located in single family residential neighborhoods shall not be abridged, except that the HOA may adopt time, place, and manner restrictions regulating displays which are visible from outside the Lot.

#### ARTICLE V – THE HOMEOWNERS ASSOCIATION

5.1 Membership. Every Lot Owner shall be a Member of the HOA. Memberships in the HOA shall not be assignable, except to the successor in interest of the Member, and every membership in the HOA shall be appurtenant to, and may not be separated from, the fee ownership of such Lot.

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5.2 Transfer. The HOA membership held by any Owner of a Lot shall not be transferred, pledged, or alienated in any way, except upon the sale or encumbrance of such Lot and then only to the purchaser or Lienholder of such Lot. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the HOA. In the event the Owner of any Lot shall fail or refuse to transfer the membership registered in the Owner's name to the purchaser of such Lot upon transfer of fee title thereto, the Management Committee shall have the right to record the transfer upon the books of the HOA. The Management Committee shall have the right to charge a reasonable Special Assessment against any Owner and his Lot, equal to the cost to the HOA of effectuating any such transfer of that Owner's membership upon the books of the HOA.

5.3 Change in Ownership. The HOA shall maintain up-to-date records showing the name of each person who is an Owner, the physical and electronic mailing addresses of such person and the Lot that is owned. In the event of any transfer of a fee or undivided fee interest in a Lot either the transferor or transferee shall furnish the HOA with evidence establishing that the transfer has occurred and that a deed or other instrument accomplishing the transfer is of record in the office of the County Recorder of Cache County, Utah. The HOA may for all purposes act and rely on the information concerning Lot Owners which is thus acquired by it or, at its option, the HOA may act and rely on current ownership information respecting any Lot or Lots which is obtained from the office of the County Recorder of Cache County, Utah. The physical address of an Owner shall be deemed to be the address of the Lot owned by such person unless the HOA is otherwise advised in writing.

5.4 Voting Rights.

5.4.1 Class A Membership. A Class A Member is any Lot Owner with the exception of the Declarant. Class A Members are entitled to one vote for each Dwelling Unit in each Lot owned. For example, a non-Declarant Owner of Lot 13, which is a fourplex Lot, would have four (4) votes; and, a non-Declarant Owner of Lot 10, which is a triplex Lot, would have three (3) votes. Lot 14 shall be allocated one (1) vote under Class A Membership status.

5.4.2 Class B Membership. The Class B Member is the Declarant. The Class B Member is entitled to three (3) votes for each Dwelling Unit in each Lot owned. For example, Declarant Owner of Lot 13, which is a fourplex Lot, would have twelve (12) votes; and, Declarant Owner of Lot 10, which is a triplex Lot, would have nine (9) votes. Lot 14 shall be allocated three (3) votes under Class B Membership status. The rights of the Class B Member (Declarant) shall continue as long as authorized by law.

5.4.3 Voting. Lot Owner voting rights appurtenant to each Lot shall be determined by the following fraction: i) Numerator being the number of Dwelling Units in the Lot (Class A Membership) or three (3) times the number Dwelling Units in the Lot (Class B Membership); and, ii) Denominator being the sum of the following two numbers: a) The total number of platted Dwelling Units with Class A Membership; and, b) Three (3) times the total number of platted Dwelling Units with Class B Membership.

5.4.4 Vesting. It is understood that voting rights shall vest with a Lot upon the recording of the Plat Map creating said Lot together with recording the amendment adding Additional Land to the Subdivision.

5.4.5 Required Voting Percentages. Throughout this Declaration, any decision, vote, or approval of the Lot Owners shall be based on the voting of the Members of their respective Class A Membership or Class B Membership shares. The total votes available to be cast at any one time will fluctuate depending on the number of Lots held by Declarant as Class B Membership.

5.5 Voting Multiple Ownership. In the event there is more than one Owner of a particular Lot, the votes relating to such Lot shall be exercised as said Owners may determine among themselves. All votes attributable to a particular Lot must be cast as a block. Votes cast at any meeting of the HOA, or by proxy, shall be conclusively presumed to be the votes attributable to the Lot concerned, unless an objection is immediately made by another Owner of the same Lot. In the event such an objection is made, the votes involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

5.6 Consent in Lieu of Vote. In any case in which this Declaration requires the vote of the Lot Owners of the HOA for authorization or approval of a transaction, such requirements may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from the required number of Lot Owners necessary to approve such action. The following additional provisions shall govern any application of this Section:

5.6.1 All necessary consents must be obtained prior to the expiration of **90 days** after the first consent is given by any Owner.

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5.6.2 Any change in ownership of a Lot which occurs after consent has been obtained from the Owner having an interest therein shall not be considered or taken into account for any purpose.

5.7 Indemnification.

5.7.1 Management Committee. Management Committee Members, officers and any assistant officers, agents, employees and contractors of the HOA, including the Declarant acting in such capacity or capacities: (i) shall not be liable to the Lot Owners as a result of their activities as such for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or bad faith; (ii) shall have no personal liability in contract to a Lot Owner or any other person or entity under any agreement, instrument, or transaction entered into by them on behalf of the Management Committee (in their capacity as Management Committee Members); (iii) shall have no personal liability to tort to any Lot Owner or any person or entity, direct or imputed, by virtue of acts performed by them, except for their own willful misconduct or bad faith, or for acts performed for them in their capacity as Management Committee Members; (iv) shall have no personal liability arising out of the use, misuse, or condition of the Property, which might in any way be assessed against or be imputed to them as a result of, or by virtue of, their capacity as Management Committee Members; and, (v) shall be indemnified and held harmless by the Lot Owners against all costs, expenses, and liabilities whatsoever including, without limitation, attorney fees reasonably incurred in connection with any proceeding to which the Management Committee Member may become involved by reason of being or having been a Member of said Management Committee; provided, however, the foregoing indemnification shall not apply if the loss and expense of liability involved resulted from the willful misconduct, gross negligence, or other intentional act of the Management Committee.

5.7.2 Lot Owners. The Lot Owners shall indemnify and hold harmless any person, his heirs, and personal representatives, from and against all personal liability and all expenses including legal fees, incurred or imposed, or arising out of or in settlement of any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative instituted by any one or more Lot Owners, or any other persons or entities, to which the HOA shall be, or shall be threatened to be, made a party by reason of the fact that such person is or was a Management Committee Member, officer, assistant officer, agent, employee, and/or contractor of the HOA, other than to the extent, if any, that such person's misconduct results from misuse, appropriation, or conversion of common funds, fraud, dishonest acts, intentionally wrongful acts or misfeasance or bad faith; provided, in the case of any settlement, that the Management Committee shall have approved the settlement, which approval is not to be unreasonably withheld. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law or agreement or vote of Owners or of the Management Committee, or otherwise. The indemnification by the Lot Owners as contained herein shall be paid by the Management Committee on behalf of the Lot Owners and shall constitute a common expense and shall be assessed and collectible as such.

5.8 Relationship with Tax-Exempt Organizations. The HOA may create, enter into agreements or contracts with, grant exclusive and/or non-exclusive easements over the Common Areas and Facilities to, or transfer portions of the Common Areas and Facilities to non-profit, tax exempt organizations for the benefit of the Subdivision, the HOA, its Members and residents. The HOA may contribute money, real or personal property, or services to any such entity. Any such contribution shall be a Common Expense of the HOA and shall be included as a line item in the HOA's annual budget. For the purposes of this Section, a "tax-exempt organization" shall mean an entity which is exempt from federal income taxes under the Internal Revenue Code, as may be amended from time to time.



**ARTICLE VI - CERTAIN RIGHTS AND OBLIGATIONS OF THE  
MANAGEMENT COMMITTEE AND DECLARANT**

6.1 Authority of the Management Committee. The Property, business, and affairs of the Subdivision shall be managed, operated and maintained by the HOA Management Committee as agents for the Lot Owners. Except as may be specifically set forth in the Subdivision documents, the Management Committee or the Lot Owners may not adopt any Rules and Regulations in violation of the provisions herein. The Management Committee shall have and is hereby granted, in addition to all other statutory rights and other rights provided herein, the following specific authorities and power:

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- 6.1.1 Those rights specifically reserved or held by the Management Committee as set forth in this Declaration;
- 6.1.2 Determination of the amounts of money required for operation, maintenance, and other affairs of the Subdivision;
- 6.1.3 Opening of bank accounts on behalf of the Subdivision and designating the signatories required therefore;
- 6.1.4 Collection of the Common Expenses from the Lot Owners and receiving funds from Lot Owners as an agent of the Lot Owners (to be used solely for the benefit of the Lot Owners) and to expend such funds collected pursuant to its fiduciary obligation in the manner approved by the Lot Owners;
- 6.1.5 Obtaining insurance, including but not limited to liability and hazard insurance, for the Subdivision, including the Common Areas and Facilities within the Subdivision Lots, pursuant to the provisions contained in this Declaration;
- 6.1.6 The power to carry out all rights reserved to the HOA relating to Common Areas and Facilities as set forth in this Declaration as amended from time to time;
- 6.1.7 The exclusive management and control of the Common Areas and Facilities and all improvements thereon, and shall keep the same in good clean, attractive, safe, and sanitary condition, order, and repair;
- 6.1.8 The general operation, care, upkeep, maintenance, additions, improvements, alterations, repairs, reconstruction, and replacement of the Property including, without limitation, to the Common Areas and Facilities, Building exteriors, all Lot Improvements, Subdivision streets, walkways, driveways, parking areas, fences, all landscaping and other improvements to the grounds, including without limitation to the painting thereof, and any other items located within or used in connection with the above, in accordance with the provisions of this Declaration, etc., as well as after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings;
- 6.1.9 Arranging for garbage pick up and snow removal. Lot Owners shall place their garbage in suitable plastic bags, sacks or containers and deposit them immediately into the designated dumpsters or garbage receptacles. The HOA shall maintain and remove all snow and ice inside the Lots as well as all approaches accessing said Lots, whether or not the approach is inside or outside the Lot, up to the common sidewalk. The HOA shall have the right, but not the obligation, to arrange for snow removal from any Common Areas and Facilities. Each Lot Owner, Tenant, or Occupant is solely responsible for snow removal from his patio, balcony, deck, driveway, walkways, and parking area appurtenant to his Lot;
- 6.1.10 Adoption and amendment, as defined herein, of Rules and Regulations covering the details of the operations and use of the Common Areas and Facilities within the Subdivision and the personal conduct of the Lot Owners, Tenants, Occupants, family members, guests, agents, employees, or invitees thereon and to establish penalties for the infractions thereof;
- 6.1.11 Employment and dismissal of personnel as necessary for the efficient maintenance and operating of the Subdivision;
- 6.1.12 Taking all steps necessary to incorporate the HOA of Lot Owners under either of the provisions of the Utah law dealing with nonprofit corporations, profit corporations, or limited liability companies, as deemed necessary or desirable by the Management Committee;
- 6.1.13 The authority to execute and record, on behalf of all Lot Owners, any amendment, as defined herein, to the Declaration or Plat Map which has been approved by the vote or consent necessary to authorize such amendment;
- 6.1.14 The authority to enter into Contracts which may concern the Subdivision so long as any vote or consent necessary under the circumstances has been obtained;

6.1.15 The power and authority to convey or transfer any interest in real Property, so long as any vote or consent necessary under the circumstances has been obtained;

6.1.16 The power and authority to purchase, otherwise acquire, and accept title to, any interest in real Property, so long as such action has been authorized by a **simple majority (51%) vote of Lot Owners** at a meeting;

6.1.17 The power and authority to add any interest in real Property obtained to the Subdivision, so long as such action has been authorized by a **simple majority (51%) vote of Lot Owners** at a meeting;

6.1.18 The power to sue and be sued;

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6.1.19 The authority to license persons not otherwise entitled to use any of the recreational areas and facilities to use the same from time to time as the Management Committee deems appropriate upon payment of fees prescribed by it to help defray the cost of maintenance thereof and in conformance with the conditions imposed by Logan City or the Declarant and in conformance with city ordinances and regulations;

6.1.20 The power and authority to borrow money, provided that no indebtedness for borrowed funds shall exceed in the aggregate at any given time the sum of **\$50,000** without the prior vote or approval of a **simple majority (51%) vote of Lot Owners** at a meeting;

6.1.21 The authority to promulgate such reasonable Rules and Regulations and procedures as may be necessary or desirable to aid the Management Committee in carrying out any of its functions or to insure that the Subdivision is maintained and used in a manner consistent with the interests and rights set forth in this Declaration;

6.1.22 The authority to establish a complaint and complaint-review process;

6.1.23 The power and authority to perform any other acts and to enter into any other transactions which may be reasonably necessary for the Management Committee to perform its functions including the power to collect, enforce, and place liens on Lot Owners for delinquent and Common Expenses. Any instrument executed by the Management Committee that recites facts which, if true, would establish the Management Committee's power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument;

6.1.24 Discretionary powers to prescribe the manner of maintaining and operating the Subdivision and to determine the cash requirements of the HOA to be paid as aforesaid by the Lot Owners under this Declaration. Every such reasonable determination by the Management Committee within the bounds of the Utah Condominium Ownership Act and this Declaration shall be final and conclusive as to the Lot Owners and any expenditures made by the Management Committee, within the bounds of said Act and this Declaration shall as against the Lot Owner be deemed necessary and properly made for such purpose;

6.1.25 The power to adopt, establish, and amend by resolution, such Building management, and operational rules as it may deem necessary for the maintenance, operation, management, and control of the Subdivision and the Management Committee may from time to time by resolution, alter, amend, and repeal such rules. When a copy of any amendment, as defined herein, alteration or provision for repeal of any rule or rules has been furnished to the Lot Owners, such amendment, alteration, or repeal shall be deemed to be a part of such rules. Lot Owners shall at all times obey such rules and see that they are faithfully observed by those persons over whom they have or may exercise control and supervision, it being understood that such rules shall apply to, and be binding upon all Lot Owners, Tenants, and/or Occupants of any Lot. Any rule promulgated by the Management Committee shall become immediately effective unless objected to by a **66% vote of all Lot Owners**, in which case the rule shall be stayed unless approved by a **simple majority (51%) vote of Lot Owners**;

6.1.26 Approval of Additional Construction and Alterations. No Building, Lot Improvements, fence, wall or other structure, or landscaping, shall be commenced, erected, or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, colors, and location of the same shall have been first submitted to, and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by, the Management Committee. The Management Committee shall have the right to approve or disapprove any plans and specifications submitted. It shall be in the Management Committee's sole discretion to determine if a submitted plan is in harmony with the neighborhood and may require changes in plans and specifications as it sees fit to bring such plans into harmony with the neighborhood. In the event said Management Committee

fails to approve or disapprove such design and location within **30 days** after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration, or change has been commenced prior to the completion thereof, approval will not be required and this Section will be deemed to have been fully complied with; and,

6.1.27 Exercise for the HOA all powers, duties, and authority vested in or delegated to this HOA and not reserved to the Lot Owners by other provisions of the Declaration, Articles, and Bylaws.

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The specification of duties of the Management Committee with respect to particular Common Areas and Facilities shall not be construed to limit its duties with respect to other Common Areas and Facilities. All goods and services procured by the Management Committee in performing its responsibilities under this Section shall be paid for with funds from the Common Expense Fund. No Owner may alter the Common Areas and Facilities without the express written approval of the Management Committee.

6.2 **Manager.** If desired by the Management Committee, the Management Committee shall retain the services of a Manager to manage the Subdivision. The Management Committee may, by written contract, delegate in whole or in part to a Manager such of the duties, responsibilities, functions, and powers hereunder of the Management Committee as are identified. The services of any Manager retained by the Management Committee shall be paid for with funds from the Common Expense Fund.

6.3 **Miscellaneous Goods and Services.** The Management Committee may, on behalf of the HOA, obtain and pay for the services of such personnel as the Management Committee shall determine to be necessary or desirable for the proper operation of the Subdivision, whether such personnel are furnished or employed directly by the HOA or by any person or entity with whom or which it contracts. The Management Committee may, on behalf of the HOA, obtain and employ accountants, architects, appraisers, attorneys, engineers, or such other professionals, as it deems necessary to advise in the carrying out its responsibilities as set forth herein, and pay for said services necessary or desirable in connection with the operation of the Subdivision or the enforcement of this Declaration. In addition to the foregoing, the Management Committee may, on behalf of the HOA, acquire and pay for out of the Common Expense Fund water, sewer, garbage collection, electrical, gas, and other necessary or desirable utility services for the Common Areas and Facilities (and for the Lots to the extent not separately metered or billed), insurance, bonds, and other goods and services common to the Lots.

6.4 **Real and Personal Property.** The Management Committee may acquire and hold on behalf of the HOA real, personal, and mixed Property of all types for the use or benefit of all of the Owners and may dispose of such Property by sale or otherwise. All such Property, including Common Areas and Facilities shall be paid for out of the Common Expense Fund and all proceeds from the disposition thereof shall be part of said Fund.

6.5 **Granting Easements.** The Management Committee may, without the vote or consent of the Owners or of any other person, grant or create, on such terms as it deems advisable, easements, licenses, and rights-of-way over, under, across, and through the Lots and Common Areas and Facilities for utilities, roads, and other purposes reasonably necessary or useful for the Property maintenance or operation of the Subdivision. Further, work performed pursuant to such easements must be done in a workmanlike manner and damage of any nature must be promptly repaired and in accordance and approval of the HOA.

6.6 **Right of Entry.** The Management Committee and its duly authorized agents shall have the right to enter any and all of the Lots, Lots Improvements, and Common Areas and Facilities appurtenant thereto in case of an emergency originating in or threatening such Lots, Lot Improvements, Common Areas and Facilities, or any other part of the Subdivision, whether or not the Lot Owner, Tenant, or Occupant thereof is present at the time. The Management Committee and its duly authorized agents shall also have the right to enter into any Lots, Lot Improvements, Common Areas and Facilities, at all reasonable times as required for the purpose of making necessary repairs upon the Common Areas and Facilities of the Subdivision or for the purpose of performing emergency installations, alterations, or repairs to the mechanical or electrical devices or installations located therein or thereon; provided, however, such emergency installations, alterations, or repairs are necessary to prevent damage or threatened damage to the Lots in the Subdivision; and provided further, that the Lot Owner, Tenant, or Occupant affected by such entry shall first be notified thereof if available and if time permits.

6.7 **Implied Rights.** The Management Committee may exercise any right, power, or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

6.8 **Neglect.** If the Management Committee determines that any Owner has failed or refused to discharge properly his obligation with regard to the maintenance, repair, or replacement of items for which he is responsible hereunder; or that the need for maintenance, repair, or replacement of the Common Areas and Facilities is caused through the willful or negligent act of any Lot Owner, Tenant, Occupant, family members, guests, or invitees, and it is not covered or paid by insurance, in whole or in part, then the HOA may, but is not obligated to, provide such maintenance, repair or replacement at the Lot Owner's sole cost and expense, subject to the following:

6.8.1 Notice of Intent to Repair. Except in an emergency situation, the HOA shall give the Owner written notice of the HOA intent to provide necessary maintenance, repair, or replacement at Owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Management Committee. The Owner shall have **ten (10) days** after receipt of notice within which to complete the maintenance, replacement or repair, or if the maintenance, replacement or repair is not capable of completion within such time period, to commence the maintenance, replacement or repair within **ten (10) days**.

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6.8.2 Emergency Situation. If the Management Committee determines that an emergency exists, then notice and the opportunity to cure the default is not necessary.

6.8.3 Optional Repairs. The HOA may, but is not obligated to, provide any such maintenance, repair, or replacement in the manner described above.

6.8.4 Costs and Expenses. Costs incurred by the HOA in the performance of an Owner's duty or obligation shall be added to and become a part of the Assessment to which such Owner and Lot is subject, and shall be secured by a lien against his Lot regardless of whether or a notice of lien is filed.

**6.9 Rights Reserved to Declarant. Declarant is undertaking the work of developing the Land. The completion of that work and the sale or other disposal of Lots is essential to the establishment and welfare of the Property. In order that said work may be completed and the Property be established as a fully completed and occupied development as rapidly as possible, nothing in this Declaration shall be understood or construed to:**

6.9.1 Prevent Declarant, its contractors, or subcontractors from doing to the Property, whatever is reasonably necessary or advisable in connection with the completion of said work; or

6.9.2 Prevent Declarant or its representatives from erecting, constructing, and maintaining on any part or parts of the Property and such improvements and structures as may be reasonable and necessary for the conduct of its business of completing said work and establishing said Property as a completed and occupied development; or

6.9.3 Prevent Declarant from conducting on any part of the Property such business or completing said work; or

6.9.4 Prevent Declarant from maintaining such sign or signs on any of the Property as may be necessary for the sale, Lease, or disposition thereof including, without limitation, to making a Dwelling Unit and/or Lot available for inspection by the public as a model.

6.9.5 Any action taken by Declarant pursuant to any provision of this Section will not unreasonably or materially interfere with any Owner's rights and use of its Lot.

6.9.6 Until the earlier of: (i) six (6) years from the date of recording this Declaration; or, (ii) two (2) years after all Additional Land has been added to the Subdivision, built-out, and occupancy permits received for all Lots within the Additional Land, the Property shall be managed and the HOA organized as follows, at the discretion of Declarant:

6.9.6.1 Declarant may at such times, as Declarant deems appropriate, select as a temporary Management Committee consisting of three (3) to seven (7) persons who own or are purchasers of Lots. This Management Committee shall have the full authority and all rights, responsibilities, privileges and duties to manage the Subdivision under this Declaration, Articles, and Bylaws and shall be subject to all provisions of the Declaration, Articles, and Bylaws.

6.9.6.2 Until such time as such temporary Management Committee is selected, Declarant or a managing agent selected by Declarant, shall have the power and authority to exercise all the rights, duties, and functions of the Management Committee, including but not limited to enacting reasonable administrative rules, contracting for required services, property and insurance, and collecting and expending all Assessments and Common Expenses. Any such managing agent, or the Declarant, shall have the exclusive right to contract for all goods and services, payment for which is to be made from any Common Expense or maintenance funds.

6.9.6.3 These requirements and covenants are made in order to assure that the Property and Subdivision will be adequately administered in the initial Phases of development and to assure an orderly transition to HOA operations.

6.9.6.4 At the expiration of said deadline, all administrative power and authority shall vest in a Management Committee elected as set forth in Section 6.9.6.1 and the Bylaws.

6.9.7 Should any of the rights reserved to Declarant be deemed to be beyond that as allowed by law, then such rights shall be adjusted to the maximum amount as allowed by law.

6.9.8 Declarant's Rights Assignable. All of the rights of Declarant under this Declaration may be assigned or transferred either by operation of law or through a voluntary conveyance, transfer or assignment.

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6.9.9 Reasonable Rights to Develop. No rule or amendment, as defined herein, to this Declaration, or action by the HOA or Management Committee shall unreasonably impede the right of the Declarant to develop in accordance with the Plat Map, including, but not limited to, the rights of the Declarant as set forth herein.

#### ARTICLE VII - ASSESSMENTS

7.1 HOA Assessments. Every Lot Owner shall pay a pro rata share of the Common Expenses. This pro rata share shall be determined by the following fraction: i) Numerator being the number of Dwelling Units in a Lot; and, ii) Denominator being the sum total number of platted Dwelling Units in the Subdivision having been issued an initial certificate of occupancy. For example, Lot 10 which has three Dwelling Units, will be assessed a 3/51 share provided there are 51 total Dwelling Units that have a certificate of occupancy. If there are only eight (8) Dwelling Units that have the initial certificate of occupancy, then Lot 10 will be assessed a 3/8 share. Payment thereof shall be in such amounts and at such times as the HOA determines in accordance with the Declaration, Articles, and Bylaws. Any subsequent termination of a certificate of occupancy of a Dwelling Unit (e.g., from fire, flood, etc.) will not suspend the assessment to the Dwelling Unit.

7.1.1 Adjustments for Lot 14 Self-Service Storage Units. It is recognized that Lot 14 is self-service storage units and will not receive certain benefits of the Common Areas and Facilities. For purposes of assessing Lot 14, Lot 14's pro rata share shall be equal to one Dwelling Unit.

7.1.2 Exemption to Assessments for Declarant. Notwithstanding any other provision of these covenants, the Declarant is not liable for any annual or special Assessments for any Lot owned by Declarant within the Subdivision until the earlier of: (i) the actual occupancy of the Dwelling Unit on said Lot; or, (ii) six months after the issuance of an occupancy permit for the Dwelling Unit on said Lot.

7.1.3 Assessment Start Date. No Lot may be assessed until constructed and an initial certificate of occupancy issued.

7.2 Agreement to Pay Assessments. Each Owner of any Lot, by acceptance of a deed or conveyance thereof, whether or not it shall be so expressed in any such deed or instrument of conveyance, is deemed to covenant and agree to pay to the HOA: (i) annual Assessments or charges; and, (ii) special Assessments for capital improvements. Such Assessments shall be fixed, established, and collected from time to time as herein provided. The annual and special Assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge upon the Land and shall be a continuing lien upon the Property against which such Assessment is made. Each such Assessment, together with such interest, costs, and reasonable attorney fees also shall be the personal obligation of the person who was the Owner of such Property at the time when the Assessment fell due. The nature of this personal obligation shall in no way however remove the lien upon the Property until such Assessment and all related expenses are paid in full.

7.2.1 The Management Committee may, upon demand by any person, issue or to cause an appropriate officer to issue, a certificate setting forth whether or not any Assessment has been paid. A reasonable charge maybe made by the Management Committee for the issuance of these certificates. If a certificate states an Assessment has been paid, such certificate shall be conclusive evidence of such payment.

7.3 Annual Assessments. Annual Assessments shall be computed and assessed against all Lots in the Subdivision as follows:

7.3.1 The Common Expenses for each year, or portions of the year, are hereby defined and shall be deemed to be such aggregate sum as the HOA from time to time shall determine, in its judgment, is to be paid by all the Owners of the Lots then in existence to enable the HOA to pay all estimated expenses and outlays of the HOA to the close of such year, growing out of or in connection with the maintenance and operation of such Land, Buildings, and Lot Improvements; which sum may include, among

other things, the cost of management, special Assessments, fire, casualty, flood, fidelity, public liability and other insurance or bond premiums, common lighting, landscaping, common utilities and the care of the grounds, repairs, and renovations to Common Areas and Facilities, (other than services which are separately billed or metered to the individual Lots by the utility or party furnishing such service), legal and accounting fees, management fees, expenses and liabilities incurred by the HOA under or by reason of this Declaration, the payment of any deficit remaining from the previous period, the creation of a reasonable contingency or other necessary reserve or surplus fund, as well as all other costs and expenses relating to the Subdivision. The HOA may, from time to time, up to the close of the year for which such cash requirements have been so filed or determined, increase or diminish the amount previously fixed or determined for such year. It may include, in the cash requirements for any year, any liabilities or items of expense which accrued or became payable in the previous year, but were not included therein; and also any sums which the HOA may deem necessary or prudent to provide a reserve against liabilities or expenses then accrued or thereafter to accrue although not payable in that year.

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7.3.2 Annual Budget. The HOA shall have discretionary powers to prescribe the manner of maintaining and operating the Subdivision and to determine the cash requirements of the HOA to be paid as aforesaid by the Owners under this Declaration. Every such reasonable determination by the HOA within the bounds of this Declaration shall be final and conclusive as to the Lot Owners, and any expenditures made by the HOA, within the bounds of this Declaration, shall as against the Lot Owner be deemed necessary and properly made for such purpose.

7.3.3 Reserves and Working Capital. The HOA **may** establish the following funds:

7.3.3.1 Capital Reserve Fund. The HOA **may** establish and maintain an adequate capital reserve fund for the periodic maintenance, repair, and replacement of improvements to the Common Areas and Facilities the HOA may be obligated to maintain. The reserve fund shall be maintained out of regular Assessments for Common Expenses. The purpose of the capital reserve fund is to insure that the HOA will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services, deemed necessary or desirable by the HOA, or to pay the cost of periodic anticipated major repairs or improvements due to normal wear and tear to the Common Areas and Facilities. Amounts paid into the capital reserve fund are not to be considered adverse payment of any regular Assessment. Each budget shall disclose that percentage of the annual Assessment, which shall be added to the capital reserve fund and each Owner shall be deemed to make a capital contribution to the HOA equal to such percentage multiplied by each installment of the annual Assessment paid by such Owner.

7.3.3.2 Working Expense Fund. The HOA **may** also establish and maintain for the initial months of the Subdivision, a working expense fund equal to at least **two (2) months** charges for Common Areas and Facilities, and for each Lot. The purpose of this fund is to provide for the normal day-to-day expenses of operation of the HOA and the Subdivision. Each Lot's share of the working capital fund must be collected and transferred to the HOA at the time of the closing of sale of that Lot. The working expense fund must be budgeted for separately, and maintained in a segregated account for the use and benefit of the HOA.

7.3.4 Apportionment. Subject to adjustments provided for in Section 7.1, expenses attributable to Common Expenses or the Subdivision as a whole shall be apportioned as follows. The portion payable with respect to each Lot in and for each year for apportionment shall be a sum equal to the aggregate amount of such Common Expenses for such year, or portion of such year, determined as aforesaid divided by the number of Lots defined in the Subdivision.

7.3.5 Inadequate. In the event that the Common Expense Fund proves inadequate at any time for whatever reason, including non-payment of any Owner's Assessment, the Management Committee may on behalf of the HOA levy additional Assessments in accordance with the procedure set forth in Section 7.4 below, except that the vote therein specified shall be unnecessary.

7.3.6 Subject to adjustments provided for in Section 7.1, both regular and special Assessments must be fixed at a uniform rate for all Lots and will be collected on a monthly basis or as the Management Committee otherwise determines.

7.3.7 Notice and Payment. Except with respect to the first fiscal year, (which notice may be sent at the discretion of the Management Committee), the Management Committee shall notify each Owner as to the amount of the annual Assessment against his Lot on or before **December 15** each year for the fiscal year beginning on the following January 1<sup>ST</sup>. Each annual Assessment shall be payable in twelve equal monthly installments, unless other arrangements are made, one such installment due on the first day of each calendar month during the fiscal year to which the Assessment relates; provided, however, the annual Assessment for the first fiscal year shall be based upon such portion of the first fiscal year. The Owners shall commence payment of the full monthly Assessments against their respective Lot no later than **30 days** after the conveyance of the first Lot

in the Subdivision or Phase. All annual Assessment installments, unpaid within **ten (10) days** of the due date, shall bear interest at the rate of **18% per annum, compounded monthly**, together with a **\$10 late fee** or such amount as the HOA may otherwise establish, from the date each such installment became due until paid, together with all costs, expenses, collection costs, and reasonable attorney fees incurred, after collection of late payments, in any proceedings brought to collect such unpaid Common Expenses. The failure of the Management Committee to give timely notice of any annual Assessment as provided herein shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay such Assessment or any other Assessment; but the date when the payment shall become due in such case shall be deferred to a date **30 days** after notice of such Assessment shall have been given to the Owner in the manner provided in this Declaration.

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7.4 Special Assessments. In addition to annual Assessments authorized by this Article, the Management Committee may, on behalf of the HOA, levy, at any time and from time to time Special Assessments payable over such periods as the Management Committee may determine for the purpose of defraying, in whole or in part, the cost of any or any part thereof, or of any other expenses incurred or to be incurred as provided in this Declaration (including without limitation Common Expenses). This Section shall not be construed as an independent source of authority for the HOA to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other Sections or Articles hereof. Subject to adjustments in Section 7.1, any amounts assessed pursuant hereto shall be assessed to Owners in proportion to their respective undivided interests in the Common Areas and Facilities. Notice in writing of the amount of each such Special Assessment and the time for payment thereof shall be given promptly to the Owners; no payment shall be due less than **30 days** after such notice shall have been given. All unpaid portions of any Special Assessment shall bear interest at the rate of **18% per annum, compounded monthly**, from the date such portions become due until paid. All funds received from Assessments under this Section shall be part of the Common Expense Fund. No Assessment for a single improvement in the nature of a capital expenditure which exceeds a per Lot Assessment of **\$1,500** shall be made without the same having been first voted on and approved by a **simple majority (51%) vote of Lot Owners** of the HOA. This shall not limit the HOA from taking reasonable emergency actions to preserve and protect the Property.

7.4.1 Such Special Assessments may be revoked upon a **66% vote of all Lot Owners** at a special meeting called for that purpose, provided however that a proper and legal notice of a special meeting of Lot Owners shall be submitted and signed by a sufficient number of Lot Owners within **30 days** from the Special Assessment being made and notice thereof provided to Lot Owners.

7.5 Taxes. It is understood that each Lot is subject to separate Assessment and taxation by each assessing entity and special district for all types of taxes authorized by law. Each Lot Owner will, accordingly, pay and discharge any and all taxes which may be assessed against a Lot.

7.6 Utility Assessments. Sewer, power, gas, and water and all other utilities except as specifically stated herein are not metered on an individual basis. Water and other utilities used in the Management Committee's responsibilities for care of the Property will be metered on a development basis and will be prorated among the Lot Owners of improved Lots as equitably determined by the HOA. The Management Committee of the HOA may develop reasonable Rules and Regulations governing advance payment of utility costs and reasonable deposits comparable to those required by local cities and utility companies, based on estimates, past costs, projected costs or otherwise, and also governing interest charges on delinquent accounts, utility shut-off procedures and collection procedures for nonpayment. Reasonable reserves may be established for anticipated rate/use increases, bad debts and other projected costs or losses. Such fees for utility service shall not be commingled with other funds. All utilities metered on an individual basis shall not be part of an HOA Assessment unless or until such becomes a lien on Common Areas and Facilities, at which time the HOA can utilize all rights herein and in other operating agreements to collect and lien for such charges.

7.7 Each regular Assessment and each special Assessment shall be the separate, distinct, and personal obligation of the Lot Owner against which the same is assessed at the time the Assessment is made and shall be collectible as such. A suit to recover a money judgment for unpaid Common Expenses may be maintained without foreclosing or waiving the following lien securing the same. The amount of any Assessment, whether regular or special, assessed to a Lot plus interest at **18% per annum, compounded monthly**, plus late fees, and costs, including reasonable attorney's fees, shall become a lien upon such Lot upon recordation of a notice of Assessment.

7.8 Lien for Assessments. HOA has a lien on any Lot for the amounts of any and all Assessments, fees, charges, and costs associated with collecting any unpaid Assessment or fine that the HOA imposes against any Lot Owner or Lot, including court costs, reasonable attorney fees, late charges, interest, and any other amount that the HOA is entitled to recover under the Declaration, state law, or any administrative or judicial decision. To evidence a lien for sums assessed pursuant to this Article VII, the Management Committee may prepare a written notice of lien setting forth the amount of the Assessment, the date due, the amount remaining unpaid, the name of the Lot Owner, and a description of the Lot. Such notice shall be signed and acknowledged by a duly authorized officer of the HOA and may be recorded in the office of the County Recorder of Cache County, State of Utah. No notice of lien shall be recorded until there is a

delinquency in payment of the Assessment. Such lien may be enforced in any matter as authorized under the laws of the State of Utah. In any such foreclosure, the Owner shall also be required to pay the costs and expenses of such proceedings (including reasonable attorney fees) and such costs and expenses shall be secured by the lien being foreclosed. The Owner shall be required to pay to the HOA any Assessments against the Lot which shall become due during the period of foreclosure, and all such Assessments shall be secured by the lien being foreclosed. The Management Committee shall have the right and power in behalf of the HOA to bid in at any foreclosure sale, and to hold, lease, Mortgage, or convey the subject Lot in the name of the HOA. Said lien for nonpayment of Common Expenses shall have priority over all other liens and encumbrances, recorded or unrecorded, except only tax and special Assessment liens on the Lot in favor of any Assessment entity, and special district.

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7.9 Personal Liability of Purchaser. To the fullest extent allowed by law and subject to the provisions herein, a purchaser of a Lot shall be jointly and severally liable with the seller thereof for all unpaid Assessments against such Lot up to the time of the grant or conveyance; provided, however, that the provisions of this Section shall not prejudice the purchaser's right to recover from the seller the amount paid by the purchaser for such Assessments.

7.10 Personal Obligation of Owner. The amount of any annual or special Assessment against any Lot shall be the personal obligation of the Lot Owner to the HOA. A suit to recover a money judgment for such personal obligation shall be maintainable by the HOA without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any such personal obligation by waiver of the use and enjoyment of any of the Common Areas and Facilities or by abandonment of his Lot or by waiving any services or amenities provided for in this Declaration. In the event of any suit to recover a money judgment for unpaid Assessments hereunder, the involved Owner shall pay the costs and expenses incurred by the HOA in connection therewith, including reasonable attorney's fees.

7.11 Termination of Delinquent Owner's Rights. Pursuant to Utah Code Ann. §57-8-52, as amended, the Management Committee is authorized under the Declaration to terminate the delinquent Owner's rights:

7.11.1 To receive utility services paid as a Common Expense; and

7.11.2 Of access and use of recreational facilities (which will be defined, in good faith, by the Management Committee).

Before terminating utility services or right of access and use of recreational facilities, the Manager or Management Committee shall give notice to the Owner in the manner as provided for herein Article XIII. The notice shall inform the Owner: (i) that utility service or right of access and use of recreational facilities will be terminated if payment of the Assessment is not received within **15 days**; (ii) of the amount of the Assessment due, including any interest or late payment fee; and, (iii) of the right to request a hearing as provided for in this Section. An Owner who is given notice may request an informal hearing to dispute the Assessment by submitting a written request to the Management Committee **within 14 days** after the date on which the Owner receive the notice. The hearing shall be conducted by the Management Committee in accordance with the standards provided in the Bylaws. If a hearing is requested, utility services or right of access and use of recreational facilities may not be terminated until after the hearing has been conducted and a final decision has been entered. Upon payment of the Assessment due, including any interest or late payment fee, the Manager or Management Committee shall immediately take action to reinstate the terminated utility services and right of access and use of recreational facilities.

7.12 Lien on Rental Income. HOA shall have the right to assert a lien on all rental income from any Lot as authorized in Utah Code Ann. §57-8-53, as amended.

7.13 In the event of foreclosure, the Lot Owner shall be required to pay a reasonable rental for the Lot and the plaintiff in the foreclosure action shall be entitled to the appointment of a receiver to collect the rental without regard to the value of the Mortgage security. The HOA or Manager shall have the power to bid on the Lot at foreclosure or other sale and to hold, Lease, Mortgage and/or convey the Lot.

#### ARTICLE VIII - INSURANCE

8.1 Types of Insurance. The HOA shall obtain and keep in full force and effect at all times the following types of insurance coverage, provided by companies licensed to do business in the State of Utah.

8.1.1 Compliance with Utah Code Ann., §57-8-43, as amended. The HOA shall obtain and maintain insurance in compliance with Utah Code Ann. §57-8-43, as amended. The HOA acknowledges that under Utah Code Ann. §57-8-43(9)(d), "...an association of unit owners is not required to obtain property insurance for a loss to a unit that is not physically attached to: (i) another unit; or, (ii) a structure that is part of a common area or facility." Notwithstanding the above, the HOA, by this Declaration, has chosen to obtain such insurance as described in Utah Code Ann., §57-8-43, as amended, for all Lots, Lot Improvements, and Common Areas and Facilities in the Subdivision, and to treat such as a Common Expense subject to the



specific language and restrictions contained in this Declaration. The HOA, through the Management Committee, may determine later to discontinue such insurance (or portions of such insurance) provided: (i) the law does not require such insurance to be maintained; and, (ii) upon twelve months notice to the Lot Owners.

8.1.2 Workman's Compensation Insurance. The HOA may obtain and maintain workmen's compensation and employer's liability insurance and all similar insurance, with respect to employees of the HOA in the amounts and in the forms now or hereafter required by law.

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8.1.3 Fidelity Insurance. The HOA may cause its Manager to, at all times maintain in force, fidelity coverage against dishonest acts on the part of the Manager (and employees and agents of the Manager), trustees, employees, officers, HOA Members, or volunteers responsible for handling funds belonging to or administered by the HOA. The fidelity bond or insurance shall name the HOA as the obligee or additional insured and shall be written in an amount sufficient to afford the protection reasonably necessary.

8.1.4 Additional Coverage. The provisions of the Declaration shall not be construed to limit the power of authority of the HOA to obtain and maintain insurance coverage in addition to any insurance coverage required by this Declaration, in such amounts and in such forms as the HOA may deem appropriate from time to time.

8.2 Owner's Own Insurance. Each Owner, Tenant, and Occupant, at his own expense, may procure and maintain at all times fire and extended coverage insurance covering personal property of such Owner, Tenant, and Occupant, additional fixtures, and improvements added by such Owner against loss by fire or other casualties, including, without limitation, vandalism and malicious mischief. All policies providing such casualty insurance shall provide that they do not diminish the insurance carrier's coverage for liability arising under insurance policies obtained by the HOA pursuant to this Article. Notwithstanding the provisions hereof, each Owner, Tenant, and Occupant may obtain insurance at his own expenses providing such other coverage upon his Lot, his personal property, for his personal liability, and covering such other risks as he may deem appropriate; provided that each such policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies obtained by the HOA pursuant to this Article. If obtainable under industry practice without an unreasonable additional charge for such waiver, all such insurance shall contain a waiver of the insurance company's right of subrogation against the HOA, the Declarant, the Manager, other Owners, and their respective agents, employees, and guests.

8.3 Review of Insurance. The HOA shall review annually the coverage and policy limits of all insurance on the Subdivision and adjust the same at its discretion. Such annual review may include an appraisal of the Lot Improvements in the Subdivision by a representative of the insurance carrier or carriers providing the policy or policies on the Subdivision or by such other qualified appraisers as the HOA may select.

#### ARTICLE IX - DAMAGE OR DESTRUCTION

9.1 Destruction or Damage. In the event of destruction or damage of part or all of the Lot Improvements in the Subdivision, the procedures of this Section shall apply.

9.1.1 If proceeds of the insurance maintained by the HOA are alone sufficient to repair or reconstruct the damaged or destroyed Lot Improvements, such repair or reconstruction shall be carried out.

9.1.2 If less than 75% of the Subdivision's Lot Improvements are destroyed or substantially damaged, and if proceeds of the insurance maintained by the HOA are not alone sufficient to accomplish repair or reconstruction, restoration shall be carried out and all of the Lots shall be assessed for any deficiency.

9.1.3 Any reconstruction or repair, which is required to be carried out by this Section, shall be accomplished at the instance and direction of the HOA. Any question regarding the extent of damage to or destruction of Subdivision Lot Improvements shall be made by an appraiser selected by the HOA who shall determine the figure representing the percentage of Subdivision Lot Improvements, which have been destroyed or substantially damaged.

9.2 HOA as Attorney-in-Fact. All of the Owners irrevocably constitute and appoint the HOA as their true and lawful attorney-in-fact in their name, place, and stead for the purpose of dealing with the Common Areas and Facilities of the Subdivision upon its damage or destruction as hereinafter provided. Acceptance by any grantee of a deed from the Declarant or from any Owner shall constitute an appointment by said grantee of the HOA as his attorney-in-fact, as herein provided. As attorney-in-fact, the HOA shall have full and complete authorization, right and power to make, execute and deliver and contract, deed, or other instrument with respect to the interest of an Owner which may be necessary or appropriate to exercise the powers herein granted.

#### ARTICLE X - COMPLIANCE WITH DECLARATION AND BYLAWS

10.1 **Obligation to Comply with Declaration, Articles, Bylaws, Rules and Regulations.** Each Lot Owner, Tenant, and Occupant of a Lot shall comply with the provisions of the Declaration, Articles, Bylaws, the Rules and Regulations, and all agreements and determinations lawfully made and/or entered into by the HOA or the Lot Owners, when acting in accordance with their authority. Failure to comply with any of the provisions thereof shall, *inter alia*, be grounds for an action by the HOA or other aggrieved party for injunctive relief or to recover any loss or damage resulting there from.

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10.2 **Enforcement and Remedies.** The obligations, provisions, covenants, restrictions, and conditions contained in this Declaration, or in any supplemental or amended declaration(s), with respect to the HOA or Lots within the Subdivision shall be enforceable by the Declarant or by any Lot Owner within the Subdivision, subject to this Declaration, by a proceeding for a prohibitive or mandatory injunction or by suit or action to recover damages or to recover any amount due or unpaid. The obligations, provisions, covenants, restrictions, and conditions contained in this Declaration, or in any supplementary or future declaration, with respect to a person or entity, or property of a person or entity other than the HOA, shall be enforceable by the Declarant or by the HOA or, in a proper case, by an aggrieved Owner by a proceeding for a prohibitive or mandatory injunction or by a suit or action to recover damages or to recover any amount due or unpaid. No summary abatement or similar procedure may be utilized through non-judicial means to alter or demolish items or construction.

10.3 **Articles and Bylaws of HOA.** The initial Bylaws of the Corporation are those provided as Schedule B to this Declaration until further action of the HOA amends the same.

10.3.1 The Articles and Bylaws shall contain provisions identical to those provided in this Section, and may contain supplementary, not inconsistent, provisions regarding the operation of the Subdivision and administration of the Property. The Articles and Bylaws shall establish such reasonable provisions for quorum, ordering of meetings, and details regarding the giving of notice as may be required for the proper administration of the HOA and the Property.

10.3.2 These Bylaws are intended to comply with and supplement the requirements of the Utah Condominium Ownership Act, the Logan City Subdivision Ordinance, and the Declaration. If any of the Bylaws conflict with the provisions of said statutes or Declaration, the provisions of the statute and Declaration will control.

#### ARTICLE XI - EXPANDABLE SUBDIVISION

11.1 **Reservation of Right to Expand.** The Declarant hereof expressly reserves the option and right to expand the Subdivision pursuant to the provisions of this Article.

11.1.1 **Consent of Owners Not Required.** The consent of the Owners in the Subdivision shall not be required for such expansion and the Declarant may proceed with such expansion at its sole option. No signature of any Owner shall be required for such expansion including the execution of any document, which may include but is not limited to, a Supplemental Plat Map or a Declaration Amendment (each defined below) made for such purpose.

11.1.2 **Preparation and Recording of Supplemental Plat Map and Amendment.** Prior to adding all or any portion of the Additional Land or any other Land to the Subdivision, the Declarant shall do the following:

11.1.2.1 Record, with regard to the Additional Land or any portion thereof that is being added to the Subdivision, a supplemental record of plat map (the "Supplemental Plat Map") which shall describe the Land added to the Subdivision and comply in all respects with this Article. Each such Supplemental Plat Map shall be certified as to its accuracy by the land surveyor who prepared or supervised the preparation thereof.

11.1.2.2 Record concurrently with each Supplemental Plat Map an amendment to the Declaration (the "Declaration Amendment") which shall contain a legal description by metes and bounds of the Land added to the Subdivision, shall reallocate individual interest in the Common Areas and Facilities, and shall designate the number of votes that the Owner of each respective Lot shall be entitled to vote as a Member of the HOA. Dilution of each individual interest in the Common Areas and Facilities shall be based upon the total number of the Lots covered by this Declaration.

11.1.3 **Expiration of Right to Expand.** This option to expand the Subdivision shall expire **seven (7) years** after the recording of this Declaration. However, the Declarant may, at any time prior to the expiration of such period, terminate its option to expand by recording among the land records wherein this Declaration is recorded an executed and notarized document terminating this option.

11.1.4 No Effect on Title. This Declaration shall not be deemed to constitute a lien, encumbrance, covenant, easement, or restriction on the title to all or any part of the Additional Land nor shall this Declaration be deemed to create any rights in and to such Additional Land unless and until such time as a Supplemental Plat Map and the Declaration Amendment shall actually be placed on record. At the time of recording the Supplemental Plat Map or Declaration Amendment, said Supplemental Plat Map and Declaration Amendment shall be subordinate to any and all matters of record in accordance with applicable provisions of Utah Law.

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11.2 Description of Additional Land. The Additional Land which, at the option of Declarant, may be made part of the Subdivision is located in Logan City, Cache County, State of Utah, which includes, but is not limited to, that Additional Land which is more particularly described as follows; see Schedule D. Land other than that described in Schedule D may, at the option Declarant, also be made part of the Subdivision.

11.3 Declarant's Right to Add All or Portions of Additional Land.

11.3.1 Declarant need not add all or any portion of the Additional Land to the Subdivision, however Declarant may add all, or any portion or portions of the Additional Land to the Subdivision at its sole discretion and without limitations whatsoever.

11.3.2 All or any portion or portions of the Additional Land added to the Subdivision may be done at different times and on one or more occasions as Declarant may determine. Such Additional Land may be added to the Declaration in any order, size, and configuration that Declarant shall determine.

11.3.3 Declarant shall have the right without further compensation or conveyance or documentation to access existing drainage, sewer, utility, and roads, or build roads and access ways to the Additional Land through the easement areas as shown on the Plat Map. The HOA shall not allow anything to be built upon or interfere with said easement areas.

11.4 Location of Improvements. The Declarant makes no representations as to the location of any Lot Improvements that may be constructed on any portions of the Additional Land.

11.5 Maximum Number of Lots. The maximum number of Lots that may be created on the Additional Land is 15. Each Lot consists of a single fourplex for a total of 60 additional Dwelling Units. Further, Declarant states that the maximum number of Lots that may be created on any portion added to the Subdivision is 3.20 Lots per acre.

11.6 Maximum Area not restricted to Residential Purposes. The Additional Land will include Dwelling Units as identified supra, as well as a pool, clubhouse, and management office. The applicable code does not define residential purposes; as such Declarant defines non-residential purposes as commercial purposes non-ancillary to the residential uses. Residential purposes shall include dwelling units as well as uses ancillary thereto such as pool, clubhouse, management, repairs, recreation, Common Areas and Facilities, etc., as regulated by Logan City Ordinances. As such no Lot within the Additional Land may be used for non-residential purposes.

11.7 Assurance. No assurances are made regarding:

11.7.1 The extent to which any structures erected on any portion of the Additional Land added to the Subdivision will be compatible with the structures on the Land originally within the Subdivision in terms of quality of construction, the principle materials to be used, and the architectural style;

11.7.2 All other Lot Improvements that will be made on any portion of the Additional Land added to the Subdivision;

11.7.3 Whether or not any Lots created on any portion of the Additional Land added to the Subdivision will be substantially identical to the Lots on the Land originally within the Subdivision; or,

11.7.4 Whether the Declarant reserves the right to create a Common Areas and Facilities with regard to any portion of the Additional Land added to the Subdivision.

11.8 Liens. All liens which arise pursuant to Declarant's ownership of, and construction of Lot Improvements upon, any Additional Land, shall not adversely affect the rights of existing Owners, or the priority of first Mortgages on Lots in the Subdivision. All taxes, Assessments, mechanics' liens, and other charges affecting such Additional Land shall either be paid or otherwise satisfactorily provided for by the Declarant.

11.9 Notwithstanding anything to the contrary which may be contained herein, this Declaration is not intended, and shall not be construed so as to impose upon Declarant any obligation respecting, or to restrict Declarant in any way with regard to: (i) the submission of any portion of the Additional Land to the provisions of this Declaration; (ii) the creation, construction, or addition to the Subdivision of any Additional Land; (iii) the carrying out of any particular way or within any particular time of any development which may be undertaken except as herein mentioned; or (iv) the taking of any particular action with respect to the Additional Land, the Subdivision, or any Land.

11.10 Public Easement for Commercial Development. It is expressly understood that the public may have ingress and egress easement rights from public roads into the Subdivision. It is also understood that such development will have the rights to tie into existing utilities and/or an easement for utilities.

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11.11 Expansion of Definitions. In the event of such expansion, the definitions used in this Declaration automatically shall be expanded to encompass and refer to the Subdivision as so expanded. For example, "Property" shall mean the real Property initially submitted under the Declaration; plus any additional Property added to the Subdivision by a Declaration Amendment, and reference to this Declaration shall mean this Declaration as so supplemented. All conveyances of Lots after such expansion shall be effective to transfer rights in the Subdivision, as expanded by use of the form of description with additional references to the Declaration Amendment and the Supplemental Plat Map. The recordation in the office of the Recorder of Cache County of a Supplemental Plat Map incident to any expansion shall operate automatically to grant, transfer, and convey to the then Lot Owners, in the Subdivision as it existed before such expansion, the respective undivided interests in the new Common Areas and Facilities added to the Subdivision as a result of such expansion. Such recordation shall also operate to vest in any then Mortgagee of any Lot in the Subdivision as it existed, interest so acquired by the Owner of the Lot encumbering the new Common Areas and Facilities added to the Subdivision as a result of such expansion.

11.12 Declaration Operative on New Lots. The new Lots shall be subject to all the terms and conditions of this Declaration and therein shall be subject to ownership with all the incidents pertaining thereto as specified herein, upon recording the Supplemental Plat Map and Declaration Amendment in the said Cache County Recorder office.

11.13 Right of Declarant to Adjust Ownership Interest in Common Areas and Facilities. Each deed of a Lot shall be deemed to irrevocably reserve to the Declarant the power to appoint to Lot Owners, from time to time, the percentages in the Common Areas and Facilities set forth in a Declaration Amendment. The proportionate interest of each Lot Owner in the Common Areas and Facilities after any expansion of the Subdivision shall be an undivided interest of the Subdivision as expanded. A power coupled with an interest is hereby granted to the Declarant, its successors and assigns, as attorney-in-fact to shift percentages of the Common Areas and Facilities in accordance with supplemental or a Declaration Amendment recorded pursuant hereto and each deed of a Lot in the Subdivision shall be deemed a grant of such power to the Declarant. Various provisions of this Declaration and deeds and Mortgages of the Lots may contain clauses designed to accomplish a shifting of the Common Areas and Facilities. None of said provisions shall invalidate the other, but each shall be deemed supplementary to the other toward the end that a valid shifting of the Common Areas and Facilities can be accomplished. Notwithstanding anything to the contrary herein, no change in the percentage of undivided interest in the Common Areas and Facilities may be affected more than **seven (7) years** after the Effective Date of the Declaration, unless this Declaration is properly amended.

Accordingly, upon the recordation of a Declaration Amendment and Supplement Plat Map incident to any expansion, the revised schedule of undivided interests in the Common Areas and Facilities contained therein shall automatically become effective for all purposes and shall fully supersede any similar schedule which was contained in any Declaration associated with any prior Phase. In the event the provisions of the separate instruments relating to the Subdivision conflict irreconcilably, the terms of that instrument which was recorded most recently shall control.

#### ARTICLE XII - AMENDMENTS

12.1 Amendments to Declaration and/or Plat Map. Unless stated otherwise herein or otherwise mandated by statute, this Declaration and/or Plat Map may be amended upon the affirmative vote and consent of **at least a 66% vote of all Lot Owners** at a properly held special meeting called for that purpose. The term "votes allocated to Lot Owners" is designed to address the difference between Class A and Class B voting Members.

12.1.1 No amendment may affect the rights of the Declarant as authorized in Section 6.9 herein without the written consent of the Declarant.

12.2 Amendment of Ownership of Common Areas and Facilities. The vote and percentages appurtenant to each Lot as shown in said Schedule C shall have a permanent character and shall not be altered except as follows: (i) with the **unanimous written consent of all Lot Owners** expressed in an amendment, as defined herein, to this Declaration duly recorded; or, (ii) to the extent necessary to allow for the expansion or phasing of the Subdivision as provided in Article XI of this Declaration.

### ARTICLE XIII - GENERAL PROVISIONS

13.1 Condemnation. In the event of a taking in condemnation or by eminent domain, part or all of the common elements, the award made for such taking shall be payable to the Management Committee subject to the rights of any Mortgage holders to receive part or all of a given distribution according to the terms of the restricted Mortgages. If **at least a 66% vote of all Lot Owners** duly and promptly approve any repair and reconstruction of the common elements, the Management Committee shall disburse the proceeds of such award to the contractors engaged in such repair and reconstruction in appropriate progress payments. In the event that **at least a 66% vote of all Lot Owners** do not duly and promptly approve such repair and reconstruction of the common elements, the Management Committee shall disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage.

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13.2 Construction and Gender. The provisions of this Declaration shall be in addition and supplemental to all other provisions of law. Whenever used herein, unless the context shall otherwise require, the singular wherever used herein, shall be construed to include the plural when applicable, the plural shall include the singular when applicable, and the whole shall include any part thereof. Any necessary grammatical changes required to make the provisions hereof apply to corporations or individuals, male or females, shall in all cases be assumed as though in each case fully expressed. The Article and Section headings set forth herein are for convenience and reference only and are not intended to expand, limit, or otherwise affect the meaning or interpretation of this Declaration or any provision hereof. The provisions hereof shall be deemed independent and severable, and the invalidity or unenforceability of any one provision or portion thereof shall not effect the validity or enforceability of any other provisions hereof.

13.3 Effective Date. This Declaration shall take effect upon recording. This Declaration shall run with and bind the Land from the date this Declaration is recorded in the Office of the Recorder of the County of Cache, State of Utah until terminated or modified by written agreement.

13.4 Intent and Purpose. The provisions of this Declaration, and any Declaration Amendment, shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of a Subdivision. Failure to enforce any provision, restriction, covenant, or condition in this Declaration, or in any Declaration Amendment, shall not operate as a waiver of any such provision, restriction, covenant, or condition or of any other provisions, restrictions, covenants, or conditions.

13.5 Limitation on HOA Liability. The HOA shall not be liable for any failure of water service or other utility service (if any) and Common Areas and Facilities to be obtained and paid for by the HOA hereunder, or for injury or damage to any person or Property caused by the elements or by another Owner or person in or upon the Subdivision, unless caused by the grossly negligent or willful misconduct of the HOA. No diminution or abatement of any Assessments under this Declaration shall be claimed or allowed for inconvenience or discomfort arising from the making of any repairs or improvements to or maintaining the Subdivision or any part thereof, or from any action taken to comply with the provisions of this Declaration or with the laws, ordinances, regulations, rules, or order of any governmental authority.

13.6 Model Lots, Sales Offices, and Advertising Signs. Declarant and Declarant's duly authorized agents, employees and representatives shall have the right to establish and maintain such model Lots, Lot Improvements and sales offices on the Land within the Subdivision as are reasonably necessary to market the Lots, and Declarant shall have the right to use such model Lots, Lot Improvements and sales offices during the period that Lots in the Subdivision remain unsold. No more than five model Lots and one sales office will be established and maintained by the Declarant in the Subdivision. Following the completion of sales, all Lots may thereafter be used only for residential purposes. Declarant reserves the right to relocate the same from time to time within the Subdivision. Declarant further reserves the right to maintain advertising signs on the Subdivision and to place the same in any location, and to relocate, replace, and remove the same at the sole discretion of Declarant during the period that Lots in the Subdivision remain unsold. All such signs shall comply with applicable zoning ordinances.

13.7 Notices and Registration of Address(es).

13.8.1 Notice from the HOA to Lot Owners shall be in a manner that constitutes fair and reasonable notice. It is understood that if the method of providing notice complies with Utah Revised Nonprofit Corporation Action §16-6a-103 (1953), as amended, such notice shall be deemed fair and reasonable. Notice provided that does not comply with such provision, may be deemed reasonable under the circumstances. Further, as provided for in this Declaration, Utah Code Ann. §57-8-42, (1953), as amended, authorizes notice may be provided by electronic means including text message, e-mail, or website of the HOA.

13.7.1.1 Each Lot Owner shall be responsible for registering with the HOA its current mailing address and preferred form of electronic communication such as text or e-mail, for the purpose of notice hereunder. Each Lot Owner is further obligated to update the HOA with any changes of such information when they occur. If no address is registered

with the HOA, the Lot address of such Owner shall be deemed to be his registered address for purposes of notice hereunder.

13.7.1.2 Any e-mailed or texted notice, demand, or communication referred to in this Declaration shall be deemed to have been given and received when electronically sent.

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13.7.1.3 Notwithstanding a Lot Owner may, by written demand, require the HOA of Lot Owners to provide notice to the Lot Owner via mail. If any Lot Owner files said written demand for notice via mail, said Lot Owner must maintain a current address on file with the HOA at all times. Any mailed notice, demand, or communication referred to in this Declaration shall be deemed to have been delivered when personally served or when deposited in the U.S. mail addressed to the Lot Owner at his registered address, postage prepaid, as the case may be.

13.7.1.4 All notices, demands, and other communications to any Owner provided for in this Declaration shall be in writing, and shall be sufficient for all purposes if personally served via electronic means, or if sent by first class U.S. mail, postage prepaid, addressed to the Owner at his registered mailing address; if no address has been registered, to the Lot of such Owner.

13.8 Owner's Obligation. All obligations of an Owner, under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that he may be Leasing or selling under contract his Lot. The Lot Owner within the Subdivision shall have no obligation for expenses or other obligations accruing after he conveys such Lot. Further, no Lot Owner may exempt himself from liability for Common Expenses by waiver of use or enjoyment of any of the Common Areas and Facilities or by abandonment of his Lot.

13.9 Severability. If one or more of the provisions of this Agreement shall be held invalid, illegal, or unenforceable, the remaining provisions shall not in any way be affected or impaired thereby. In the event that any provision is held invalid, illegal or unenforceable, the court and/or parties shall use reasonable efforts to substitute a valid, legal, and enforceable provision that, insofar as is practical, implements the to the fullest extend possible the provision held invalid, illegal, or unenforceable.

13.10 Waivers. No provision contained in the Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

**ARTICLE XIV - AGENT FOR SERVICE OF PROCESS**

14.1 Agent of Service. **Rod Thompson, whose address is 2990 N 1600 E; North Logan, Utah 84341**, is the person to receive service of process. The Management Committee shall, however, have the right to appoint a successor substitute process agent. Such successor or substitute agent and shall be specified by an appropriate instrument filed in the office of the County Recorder of Cache County, State of Utah; provided however, that the agent for service of process named in the Declaration Amendment relating to the Land most recently added to the Subdivision shall automatically replace any agent previously named by the Management Committee or any agent designated in any enabling declaration relating to a previously added land.

14.2 Acceptance. The agent named above acknowledges the appointment as agent to receive service of process and by signing the Declaration below accepts the appointment

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Declarant has executed this Declaration of Covenants, Conditions, and Restrictions of Summer Wilde Subdivision as of this 29<sup>TH</sup> day of May 2014.

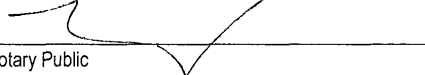
DECLARANT

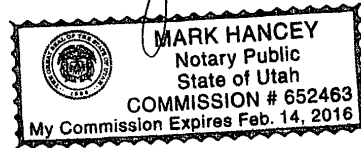
  
\_\_\_\_\_  
Summer Wilde Development, LLC  
By: Rodney J. Thompson  
Its: Manager

STATE OF UTAH )  
                  ss.  
County of Cache )

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On this 29<sup>TH</sup> day of May 2014, appeared before me, Rodney J. Thompson, Manager of Summer Wilde Development, LLC, the Declarant herein, whose identity and position having been satisfactorily established to me, affirmed to me upon oath that the governing body of Summer Wilde Development, LLC, has authorized him to execute the foregoing DECLARATION OF COVENANTS, CONDITIONS, and RESTRICTIONS OF SUMMER WILDE SUBDIVISION, and did duly acknowledge in my presence having executed the same for the purpose stated therein.

  
\_\_\_\_\_  
Notary Public



**SCHEDULE A****TO  
DECLARATION OF COVENANTS, CONDITIONS, and RESTRICTIONS  
OF  
SUMMER WILDE SUBDIVISION****Summer Wilde Subdivision Phase I, Amended Plat; Initial Land of Subdivision****Ent 1107556 Bk 1810 Pg 469**

**Legal Description:** A PART OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 12 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN, ALSO PART OF LOTS 1 AND 2, BLOCK 6, PLAT "D", LOGAN FARM SURVEY DESCRIBED AS FOLLOWS:

COMMENCING AT A RECORD SOUTHEAST CORNER, LOT 1, BLOCK 6, PLAT "D", LOGAN FARM SURVEY THENCE N00°35'58"E 370.97 FEET; THENCE N89°37'31"W 16.50 FEET TO THE SOUTHEAST CORNER OF BRIDGERLAND MEADOWS TOWNHOMES PHASE 1; THENCE N88°45'58"W 617.69 FEET TO THE POINT OF BEGINNING AND RUNNING THENCE S01°16'05"W 367.03 FEET TO A POINT 7.00 FEET NORTH OF THE SOUTH LINE OF BLOCK 6, PLAT "D", LOGAN FARM SURVEY; THENCE N88°41'24"W 579.51 FEET ALONG A LINE PARALLEL TO AND 7.00 FEET NORTH OF SAID BLOCK 6 TO THE EAST RIGHT OF WAY LINE OF THE OREGON SHORTLINE RAILROAD; THENCE N02°46'38"E 366.39 FEET ALONG SAID RIGHT OF WAY LINE; THENCE S88°45'58"E 569.86 FEET ALONG THE SOUTH LINE OF BRIDGERLAND MEADOWS TOWNHOMES, PHASE 2 TO THE POINT OF BEGINNING.

**Acreage:** Containing 4.84 acres +/-

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS SUMMER WILDE SUBDIVISION

SCHEDULE A



**SCHEDULE B**

TO  
DECLARATION OF COVENANTS, CONDITIONS, and RESTRICTIONS  
OF  
SUMMER WILDE SUBDIVISION

BYLAWS of SUMMER WILDE SUBDIVISION HOMEOWNERS ASSOCIATION (ATTACHED)

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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS SUMMER WILDE SUBDIVISION

SCHEDULE B

**BYLAWS**

OF

Ent **1107556** Bk **1810** Pg **471****SUMMER WILDE SUBDIVISION HOMEOWNERS ASSOCIATION**

Utah Non-Profit Corporation

**ARTICLE I - OBJECT AND DEFINITIONS**

1.1 Purpose. The purpose for which this Homeowners Association (hereinafter "HOA") is formed is to govern the Summer Wilde Subdivision ("Subdivision") Property situated in the County of Cache, State of Utah, which Property is described in Declaration Schedule A and by this reference is made a part hereof, and which Property has been submitted to the provisions of the subdivision ordinance of Logan City, Utah, and the Condominium Ownership Act of the State of Utah by a Declaration entitled "Declaration of Covenants, Conditions, and Restrictions of Summer Wilde Subdivision" (hereinafter "Declaration"), establishing a plan for ownership of the Subdivision. All provisions of the Declaration are hereby incorporated by reference.

1.2 Assent. All present and future Lot Owners, mortgagees, lessees, and occupants of Lots and their employees, and any other persons who may use the facilities of the Subdivision in any manner are subject to the Declaration, these Bylaws of Summer Wilde Subdivision Homeowners Association ("Bylaws"), and all rules made pursuant hereto and any amendments hereof. The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a Lot shall constitute an agreement that the provisions of the Declaration, the Articles of Incorporation of Summer Wilde Subdivision Homeowners Association, as amended, (hereinafter "Articles"), and these Bylaws and any rules and regulations made pursuant hereto, as they may be amended from time to time, are accepted, ratified and will be complied with.

1.3 Definitions. Unless otherwise specified, all terms shall have the same meaning in these Bylaws as such terms have in the Declaration.

**ARTICLE II - MEMBERSHIP, VOTING, MEETINGS, AND ADMINISTRATION**

2.1 Annual Meeting. The first annual meeting of the HOA shall be held in the first November following the expiration of the rights of the Declarant as set forth in Declaration Article VI. Thereafter there shall be an annual meeting of the HOA on the second Tuesday of November at 7:00 p.m., at the Property or at such other reasonable place, and/or time not more than 60 days before or after such date as may be designated by written notice by the Management Committee. If the day for the annual meeting is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. At or prior to an annual meeting, the Management Committee shall furnish to the Lot Owners: (i) a list of the names of the nominees for the positions on the Management Committee to be filled at that meeting; (ii) a budget for the coming fiscal year which shall itemize the estimated allocation thereof to each Lot Owner; and, (iii) an audited statement of the Common Expenses itemizing receipts and disbursements for the previous and current fiscal year, together with the allocation thereof to each Lot Owner.

2.2 Special Meetings. Special meetings of the Lot Owners may be called at any time by the President, the majority of the Management Committee Members, or upon written request of the Lot Owners who are entitled to vote 25% of all voting rights as set forth in the Declaration. Special Meetings may be held at any time at the Property, or such other reasonable place, to consider the matters addressed therein.

2.3 Notice of Meetings. The Secretary of the HOA shall prepare a written notice, which shall be provided to all Lot Owners not less than 15 days prior to the date fixed for said meeting. Such notice shall specify the date, time, and place of the meeting and the matters to be considered.

2.3.1 All delivery of notices, and Lot Owner address registration requirements, are provided in Declaration Article XIII.

2.4 Voting. There are two types of voting rights which are identified as Class A Membership and Class B Membership, the rights of which are more particularly set forth in the Articles and also referenced in the Declaration.

2.5 Quorum. The presence in person or by proxy of Lot Owners holding 25% of all voting rights as set forth in the Declaration, at any meeting of the HOA held in response to notice to all Lot Owners of record property given shall constitute a quorum. In the event that a quorum is not present in person or by proxy, the meeting shall be adjourned for 24 hours, after which time it shall reconvene and any number of Lot Owners present at such subsequent meeting shall constitute a quorum. Unless otherwise expressly provided in the Declaration, Articles, and these Bylaws, and action may be taken at any meeting of the Lot Owners upon a majority vote of the Lot Owners who are present in person or by proxy and who are voting.

2.6 Proxies. At all meetings of Lot Owners, each Owner may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Lot Owner of his Lot.

2.7 Voting by Mail. The HOA may decide that voting of the Lot Owners shall be by mail with respect to any particular election of the Management Committee or with respect to adoption of any proposed amendment to the Declaration, Articles, these Bylaws, or with respect to any other matter for which approval by Owners is required by the Declaration, Articles, or these Bylaws, so far as it is permitted by the laws of the State of Utah.

2.8 At the discretion of the HOA, Robert's Rules of Order (latest edition) may govern the conduct of the HOA meetings when not in conflict with the Declaration, Articles, or these Bylaws.

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### ARTICLE III – MANAGEMENT COMMITTEE

3.1 Subject to the rights reserved to the Declarant in the Declaration, the affairs of the HOA shall be governed by the Management Committee.

3.2 Rights Reserved to the Declarant. See the provisions of Declaration Article VI.

3.3 Number of Management Committee Members. See the provisions of Declaration Article VI.

3.4 General and Specific Powers and Duties. The HOA shall be managed by the Board of Directors (which is also referred to as the Management Committee, and will hereinafter be referred to as "Management Committee"). The Management Committee have all the powers, duties, and responsibilities as are now, or may hereafter, be provided by the Act, Declaration, these Bylaws, and/or any amendments subsequently filed thereto, to manage the business, Property, and affairs of the HOA, as well as enforce the provisions of the Declaration, Articles, these Bylaws, and the rules and regulations governing the Property.

In addition to the above, the Management Committee shall have the additional duty and power to do the following, except such powers and duties which by law may not be delegated by the Management Committee:

3.4.1 Declare the office of a Management Committee Member to be vacant in the event such individual shall be absent from three (3) consecutive regular meetings of the Management Committee or fails to attend at least 25% of the Management Committee meetings held during any fiscal year;

3.4.2 Cause to be kept a complete record of all its acts and corporate affairs in compliance with applicable law;

3.4.3 Supervise all officers, agents and employees of the HOA, and to see that their duties are properly performed; and,

3.4.4 Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

3.5 Nomination. Nomination for election to the Management Committee shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Management Committee Member, and two or more Members of the HOA. The Nominating Committee shall be appointed by the Management Committee prior to each annual meeting of the Lot Owners, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Management Committee as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Lot Owners or non-Members.

3.6 Election. At the first annual meeting, the Management Committee shall be elected by the Lot Owners by secret written ballot. At such election, the Lot Owners or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

3.7 Term of Office. Management Committee shall serve for a two (2) year term of office, or until their successors are elected, whichever last occurs. Until such meeting, the initial Management Committee shall be as provided in the Articles, which may be amended from time to time, by the Declarant pursuant to the Declarant powers as set forth in the Declaration. Such amendment may be done through an amendment to the Articles themselves, through the annual report filed with the State of Utah, or through any other method of recording the names of managers as accepted by the Utah Department of Commerce. Notwithstanding the above, the

initial terms of the Management Committee Members shall be as follows: Member One (1) year, one (1) term and Member Two (2) years, one (1) term. Thereafter, all terms shall be two (2) years.

3.8 Vacancies. Vacancies in the Management Committee caused by any reason other than the removal of a Member thereof by a vote of the Lot Owners shall be filled by vote of a majority of those remaining Members at a special meeting of the Management Committee held for that purpose promptly after the occurrence of any such vacancy, even though the Members present at such meeting may constitute less than a quorum, and each person so elected shall be a Management Committee Member for the remainder of the term of the Member so removed and until a successor shall be elected at the next annual meeting of the Lot Owners.

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3.9 Removal. Any Member may be removed from the Management Committee, with or without cause, by a majority vote of the Members of the HOA. In the event of death, resignation, or removal of a Member, the successor shall be selected by the remaining Members of the Management Committee and shall serve for the unexpired term of his predecessor.

3.10 No Compensation. The Management Committee shall receive no compensation for their services unless expressly approved by a majority of the HOA provided, however, that any Member may be employed by the HOA in another capacity and receive compensation for such employment provided further that such employment shall be approved by vote or in writing by all Management Committee Members not including the Member to be employed. Management Committee Members shall be reimbursed for all expense reasonably incurred in connection with Management Committee business.

3.11 Action Taken Without a Meeting. The Management Committee 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 Lot Owners. Any action so approved shall have the same effect as though taken at a meeting of the Management Committee.

3.12 Organization Meeting. The first meeting of a newly elected Management Committee shall be held immediately following the annual meeting and no notice shall be necessary to the newly elected Management Committee Members in order to legally constitute such meeting.

3.13 Regular Meetings. Regular meetings of the Management Committee may be held at such time and place as shall be determined, from time to time, by a majority of the Management Committee Members, but at least two (2) such meetings shall be held during each fiscal year and one (1) such meeting shall be held immediately following the annual meeting of Lot Owners.

3.14 Special Meetings. Special meetings of the Management Committee may be called by the President on three (3) days notice to each Management Committee Member. Special meetings of the Management Committee shall be called by the President or Secretary on the written request of at least one (1) Management Committee Member.

3.15 Waiver of Notice. Before, at, or after any meeting of the Management Committee, any Management Committee Member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Management Committee Member at any meeting of the Management Committee shall be a waiver of notice of the time and place thereof. If all the Management Committee Members are present at any meeting of the Management Committee, no notice shall be required and any business may be transacted at such meeting.

3.16 Quorum. At all meetings of the Management Committee, a majority thereof shall constitute a quorum for the transaction of business, and the acts of the majority of the Management Committee Members present at a meeting at which a quorum is present shall be the acts of the Management Committee. If, at any meeting of the Management Committee, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time.

3.17 Fidelity Bonds. The Management Committee may require that all officers and employees of the HOA handling or responsible for HOA funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the HOA.

3.18 Liability of the Management Committee. The Management Committee, including Declarant, shall not be liable to the Lot Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Lot Owners shall indemnify and hold harmless each Member of the Management Committee, including Declarant, against all contractual liability to others arising out of contracts made by the Management Committee on behalf of the HOA unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these Bylaws. The Management Committee Members, including Declarant, shall have no personal liability with respect to any contract made by them on behalf of the HOA of Lot Owners. It is intended that the liability of any Lot Owner arising out of any contract made by the Management Committee or out of the indemnity in favor of the Management Committee Members shall be limited to such proportion of the total liability there under as his interest in the common elements bears to the interests of all the Lot Owners in the common elements. Every agreement made by the

Management Committee or by the managing agent or by the manager on behalf of the HOA shall provide that the Management Committee Members or the managing agent, or the manager, as the case may be, are acting only as agents for the Lot Owners and shall have no personal liability there under (except as Lot Owners), and that each Lot Owner's liability there under shall be limited to such proportion of the total liability there under as his interest in the common elements bears to the interests of all Lot Owners in the common elements. It is anticipated that all contracts will be entered into by the HOA, which, if a nonprofit corporation, should provide liability protection to the officers thereof, and should constitute the obligation of such an association.

#### ARTICLE IV - OFFICERS

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4.1 Designation. All officers and employees of the HOA shall serve at the will of the Management Committee. The officers shall be President, Vice President, Secretary, and Treasurer. The offices of Secretary and Treasurer may be combined at the option of the Management Committee. The Management Committee may appoint such other assistant officer as the Management Committee may deem necessary. No officer shall be required to be a Lot Owner, but the President and Vice President must be Management Committee Members. No officer shall receive compensation for serving as such. Officers shall be annually elected by the Management Committee. The Management Committee shall require that Officers (and other employees of the HOA) be subject to fidelity bond coverage, as set forth in the Declaration.

4.2 Election of Officers. The officers of the HOA shall be elected annually by the Management Committee for a one (1) year term at the organization meeting of each new Management Committee and shall hold office at the pleasure of the Management Committee. Any person may hold concurrently any two (2) offices, except that the same person may not concurrently hold the offices of President and Secretary.

4.3 Special Appointments. The Management Committee may elect such other officers as the affairs of the HOA may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Management Committee may from time to time determine.

4.4 Resignation and Removal. Any officer maybe removed from office with or without cause by the Management Committee. Any officer may resign at any time giving written notice to the Management Committee, President, or 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.

4.5 Vacancies. A vacancy in any office may be filled by appointment by the Management Committee. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

4.6 Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 4.3 of these Bylaws.

4.7 President. The President shall be the chief executive officer of the HOA and chairman of the Management Committee. He shall preside at all meetings of the HOA and the Management Committee. He shall have all of the general powers and duties which are usually vested in the office of the President of a nonprofit association including, but not limited to, the power to appoint committees from among the Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the HOA. The President shall exercise general supervision over the property and its affairs. He shall do and perform all acts which the Management Committee may require and he shall sign on behalf of the HOA all conveyances, mortgages and contract of material importance to its business as provided for in the Declaration.

4.8 Vice President. The Vice President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act. The Vice President shall exercise and discharge such other duties as may be required by the Management Committee or by the President.

4.9 Secretary. The Secretary shall keep the minutes of meetings of the Management Committee and minutes of meetings of the HOA; he shall have charge of such books and papers as the Management Committee may direct; and, he shall in general perform all duties incident to the office of Secretary. The Secretary shall compile and keep up to date at the principal office of the HOA a complete list of Lot Owners and their registered mailing addresses. Such list shall also show opposite each Lot Owners name, the number, or other appropriate designation of the Lot owned. Such list shall be open to inspection by Lot Owners and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

4.10 Treasurer. The Treasurer shall have responsibility for HOA funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the HOA. He shall be responsible for the deposit of all monies and

other valuable effects in the name and to the credit of the HOA in such depositories as may from time to time be designated by the Management Committee Members.

4.11 If neither the President nor the Vice President is able to act, the Management Committee shall appoint some other member of the Management Committee to act in the place of the President, on an interim basis.

4.12 Nominating Committee. The HOA shall appoint a Nominating Committee as provided in these Bylaws. In addition, the Management Committee shall appoint other committees as deemed appropriate in carrying out its purpose.

4.13 Manager. The Management Committee may designate one or more persons to manage the affairs of the HOA and the Property; see Declaration Article I.

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#### **ARTICLE V - INDEMNIFICATION OF OFFICERS AND MANAGERS**

5.1 Indemnification. The HOA shall indemnify every Management Committee Member and officer, and his or her heirs, executors and administrators as provided in Declaration Article V and as provided for in Section 3.18 of these Bylaws.

#### **ARTICLE VI - OBLIGATIONS OF OWNERS**

6.1 Use of Common Area and Facilities. Each Lot Owner shall use the Common Area and Facilities in accordance with the Declaration and the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other Owners.

#### **ARTICLE VII - COMMON EXPENSES AND ASSESSMENTS**

7.1 All Common Expenses and annual and special Assessments shall be governed by the terms of Declaration Article VII and other provisions of the Declaration as applicable. No Lot Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Areas and Facilities or abandonment of a Lot.

7.2 If the estimated Common Expenses prove inadequate for any reason, including nonpayment of any Lot Owner's Assessment, the Management Committee may, by resolution duly adopted, make additional Assessments, which shall be assessed to the Lot Owners in the same manner as the estimated Common Expenses. Each Lot Owner shall be obligated to pay the Management Committee's Assessments made pursuant to this Section and/or the Declaration. The funds received by the Management Committee from Assessments shall be kept in either a capital account or in the common expense fund and shall be expended by the Management Committee only in accordance with the provision of the Declaration, Articles, and these Bylaws.

7.3 The Management Committee shall keep detailed records of all receipts and expenditures, including expenditures affecting the Common Areas and Facilities specifying and itemizing the maintenance, repair and replacement expenses of the Common Areas and Facilities and any other expenses incurred. Such records shall be available for examination by the Lots Owners during regular business hours. In accordance with the actions of the Management Committee assessing Common Expenses against the Lots and Lot Owners, the Treasurer shall keep an accurate record of such Assessments and the payments thereof by each Lot Owner.

7.4 All Common Expenses shall be separate, distinct and a personal liability of the Owner of the Lots at the time each Assessment is made. The Management Committee shall have the rights and remedies contained in the Declaration to enforce the collection of Assessments for Common Expenses.

#### **ARTICLE VIII – MAINTENANCE PERSONNEL**

8.1 The Management Committee, as set forth in the Declaration and as reasonably required to carry out the duties as set forth in the Declaration, shall have discretionary powers to prescribe the manner of maintaining and operating the Subdivision and to determine the cash requirements to:

8.1.1 Provide for the designation, hiring, and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management, and operation of the property and the common elements, and to delegate any such powers to the management agent (and any such employees or other personnel who may be the employees of the Managing Agent).

#### ARTICLE IX - LITIGATION

9.1 If any action is brought by a Management Committee Member on behalf of the HOA and recovery is had, the expenses of suit, including reasonable attorney's fees, shall be a common expense. If any action is brought against the Lot Owners or against the Management Committee or the officers, employees, or agents thereof in their capacities as such, with the result that the ultimate liability asserted would if proved, be borne by all the Lots Owners, the expenses of suit, including attorney's fees, shall constitute a common expense and be borne by the HOA.

9.2 Any action brought against the HOA, Management Committee, or the Officers, employees or agents thereof, in their respective capacities as such, or the property as a whole, shall be directed to the Management Committee, which shall promptly give written notice thereof to the Lot Owners and any mortgagees and shall be defended by the Management Committee; and the Lot Owners and mortgagees shall have no right to participate in such defense other than through the Management Committee. Action against one or more, but less than all Lot Owners shall be directed to such Lot Owners, who shall promptly give written notice thereof to the Management Committee and to the mortgagees of such Lots, and shall be defended by such Lot Owners.

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#### ARTICLE X - ABATEMENT AND ENJOINMENT OF VIOLATIONS BY LOT OWNERS

10.1 The violation of any rules or regulations adopted by the Management Committee, the breach of any provision contained herein or the breach of any provision of the Declaration shall give the Management Committee the rights as set forth in the Declaration.

#### ARTICLE XI - ACCOUNTING

11.1 Books and Records. The books, records, and papers of the HOA shall at all times, during reasonable business hours, be subject to inspection by any Lot Owner. The Declaration, Articles, and these Bylaws shall be available for inspection by any Lot Owner at the principal office of the HOA, where copies may be purchased at reasonable cost.

11.2 Fiscal Year. The fiscal year shall be set as the calendar year.

#### ARTICLE XII - RENTAL OR LEASE OF LOTS BY LOT OWNERS

12.1 The Lease or rental of any Lot is regulated by the terms of Declaration Article IV. In addition thereto, the following provisions apply.

12.2 The power of the Management Committee hereunder shall include, but not be limited to, any and all legal remedies available under the laws of the State of Utah. Any Lot Owner by the act of renting or leasing his Lot shall be deemed to have consented to these procedures and shall indemnify and save harmless the Management Committee from and against any and all liability therefore. It is expressly understood that the remedies available to the Management Committee shall include but not be limited to the right to seek eviction of the tenant without any liability to the Lot Owner.

#### ARTICLE XIII - EVIDENCE OF OWNERSHIP

13.1 Any personnel, on becoming a Lot Owner, shall furnish to the Managing Agent or Management Committee a photocopy of a certified copy of the recorded instrument vesting that person with an interest or ownership, which instrument shall remain in the files of the HOA. A Lot Owner shall not be deemed to be in good standing nor be entitled to vote at any annual or special meetings unless this requirement is first met.

#### ARTICLE XIV - MORTGAGES

14.1 Notice to HOA. At the request of the HOA, a Lot Owner who mortgages his Lot shall notify the HOA through the President of the Management Committee, giving the name and address of his mortgagee. The HOA shall maintain such information in a book or list entitled "Mortgages of Lots".

#### ARTICLE XV - CONFLICT WITH DECLARATION OR LAW

15.1 These Bylaws are intended to comply with and supplement the requirements of the Utah Condominium Ownership Act, the Logan City Subdivision Ordinance, and the Declaration. If any of these Bylaws conflict with the provisions of said statutes or Declaration, the provisions of the statute and Declaration will control.

#### ARTICLE XVI - NONPROFIT ASSOCIATION

16.1 This HOA is not organized for profit. No Lot Owner, Management Committee Member, or person from whom the HOA may receive any property or funds, shall receive or shall be lawfully entitled to receive any pecuniary profit from the operations thereof, and in no event shall any part of the funds or assets of the HOA be paid as salary or compensation to, or distributed to, or inure to the benefit of any Management Committee Members. The foregoing, however, shall neither prevent nor restrict the following: (1) reasonable compensation may be paid to any Lot Owner or manager while acting as an agent or employee of the HOA for services rendered in effecting one or more of the purposes of the HOA; and, (2) any Lot Owner or Management Committee Member may, from time to time, be reimbursed for actual and reasonable expenses incurred in connection with the administration of the affairs of the HOA.

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#### ARTICLE XVII - AMENDMENT OF BYLAWS

17.1 Management Committee's Right to Amend. Each Lot Owner authorizes and empowers the Management Committee to amend the Plat, Declaration, Articles, or these Bylaws from time to time; provided that without the prior written consent of all of the Lot Owners, no amendment:

- 17.1.1 Is consequential in nature (as determined by the Management Committee);
- 17.1.2 Does not affect the rights of the Lot Owners in any material respect;
- 17.1.3 Will enlarge the rights or reduce the obligations of the Management Committee;
- 17.1.4 Except to consent to admission, affect the assignability of Lot Owners' interests;
- 17.1.5 Reduces the rights or interests or enlarge the obligations of the Lot Owners; or,
- 17.1.6 Modifies the term of the HOA or amend this Section.

The Management Committee shall promptly notify the Lot Owners of any amendments.

17.2 Any other amendment to these Bylaws and to the Articles may be proposed to the Lot Owners by the Management Committee. The Management Committee shall submit to the Lot Owners any such proposed amendment and the recommendation of the Management Committee as to its adoption. A proposed amendment shall become effective at such time as it has been approved upon the affirmative vote and consent of **at least a 66% of all votes allocated to Lot Owners** in person or by proxy at a meeting duly called for such purpose. Upon such an affirmative vote, the Management Committee shall acknowledge the amended Bylaws, setting forth the fact of the required affirmative vote of the Lot Owners, and the amendment shall be effective upon recording.

#### ARTICLE XVIII - MISCELLANEOUS

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

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

18.3 Gender and Number. Words used herein, regardless of the gender and number specifically used, shall be deemed and construed to include any other gender, masculine, feminine, or neuter, and any other number, singular or plural, as the context requires.

18.4 Effective Date. These Bylaws shall take effect upon recording of the Declaration of which they are a part.



IN WITNESS WHEREOF, the undersigned, being the Declarant performing the functions and duties of the Management Committee, does hereby execute these Bylaws on the 29<sup>TH</sup> day of May 2014.

SUMMER WILDE DEVELOPMENT, LLC

*Rodney J. Thompson*

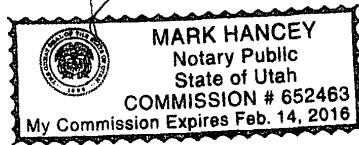
By: Rodney J. Thompson  
Its: Manager

STATE OF UTAH )  
                  ss.  
County of Cache )

Ent 1107556 Bk 1810 Pg 478

On this 29<sup>TH</sup> day of May 2014, appeared before me, Rodney J. Thompson, Manager of Summer Wilde Development, LLC, the Declarant herein, whose identity and position having been satisfactorily established to me, affirmed to me upon oath that the governing body of Summer Wilde Development, LLC, has authorized him to execute the foregoing Bylaws of Summer Wilde Subdivision Homeowners Association, and did duly acknowledge in my presence having executed the same for the purpose stated therein.

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



**SCHEDULE C**

TO  
**DECLARATION OF COVENANTS, CONDITIONS, and RESTRICTIONS**  
 OF  
**SUMMER WILDE SUBDIVISION**

**Ent 1107556 Bk 1810 Pg 479**

**Undivided Ownership Interest in Common Areas and Facilities**

<b>Lot Number</b>	<b>Common Areas Percentage</b>	<b>Votes<sup>1</sup></b>
1	7.843	4
2	7.843	4
3	7.843	4
4	7.843	4
5	7.843	4
6	7.843	4
7	7.843	4
8	7.843	4
9	7.843	4
10	5.882	3
11	5.882	3
12	7.843	4
13	7.843	4
14	1.961	1
<b>Total Percentage of the HOA</b>	<b>100.00</b>	

Subject to adjustment as the Subdivision is expanded as more particularly described in Article XI of the Declaration.

<sup>1</sup> Votes set forth herein assume a Class A Membership pursuant to Section 5.4. Should any Lot be held in such a way as to qualify as a Class B Membership, then the votes allocated to said Lot shall be increased to three (3).

## SCHEDULE D

### TO DECLARATION OF COVENANTS, CONDITIONS, and RESTRICTIONS OF SUMMER WILDE SUBDIVISION

Ent 1107556 Bk 1810 Pg 480

**Additional Land of Subdivision for Phase 2:** The Additional Land which may, at the option of Declarant, be made part of the Subdivision is located in the City of Logan, Cache County, State of Utah, includes that Land which is more particularly described as follows:

Land other than that described herein may, at the option Declarant, also be made part of the Subdivision.

**Legal Description:** A PART OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 12 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN, ALSO PART OF LOTS 1 AND 2, BLOCK 6, PLAT "D" LOGAN FARM SURVEY, ALSO A PART OF PARCELS 04-081-0018, 0019, 0020, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE ALONG THE EAST LINE OF SAID BLOCK 6, NORTH 00°35'58" EAST 370.97 FEET; THENCE NORTH 89°37'31" WEST 16.50 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT ALSO BEING IN THE NEW WEST RIGHT OF WAY LINE OF 400 WEST STREET; THENCE NORTH 89°37'31" WEST 1187.55 FEET TO THE EAST LINE OF THE OREGON SHORT LINE RAILROAD RIGHT OF WAY; THENCE ALONG SAID RIGHT OF WAY SOUTH 01°53'30" WEST TO THE SOUTH LINE OF SAID LOT 2, BLOCK 6, ALSO BEING IN THE NORTH LINE OF 1400 NORTH STREET; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT AND NORTH LINE OF SAID STREET, 1200 FEET MORE OR LESS TO THE NEW WEST LINE OF 400 WEST STREET; THENCE NORTH 00°19'35" EAST, ALONG SAID STREET, 371.07 FEET TO THE TRUE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM: THE SOUTHERLY 7 FEET, MORE OR LESS, OF LOTS 1 AND 2, BLOCK 6, OF PLAT "D" LOGAN FARM SURVEY.

ALSO LESS AND EXCEPTING: THE EASTERLY 16.5 FEET OF LOTS 1 AND 8, BLOCK 6 OF PLAT "D" LOGAN FARM SURVEY.

LESS:

A PART OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 12 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN, ALSO PART OF LOTS 1 AND 2, BLOCK 6, PLAT "D", LOGAN FARM SURVEY DESCRIBED AS FOLLOWS:

COMMENCING AT A RECORD SOUTHEAST CORNER, LOT 1, BLOCK 6, PLAT "D", LOGAN FARM SURVEY THENCE N00°35'58"E 370.97 FEET; THENCE N89°37'31"W 16.50 FEET TO THE SOUTHEAST CORNER OF BRIDGERLAND MEADOWS TOWNHOMES PHASE 1; THENCE N88°45'58"W 617.69 FEET TO THE POINT OF BEGINNING AND RUNNING THENCE S01°16'05"W 367.03 FEET TO A POINT 7.00 FEET NORTH OF THE SOUTH LINE OF BLOCK 6, PLAT "D", LOGAN FARM SURVEY; THENCE N88°41'24"W 579.51 FEET ALONG A LINE PARALLEL TO AND 7.00 FEET NORTH OF SAID BLOCK 6 TO THE EAST RIGHT OF WAY LINE OF THE OREGON SHORTLINE RAILROAD; THENCE N02°46'38"E 366.39 FEET ALONG SAID RIGHT OF WAY LINE; THENCE S88°45'58"E 569.86 FEET ALONG THE SOUTH LINE OF BRIDGERLAND MEADOWS TOWNHOMES, PHASE 2 TO THE POINT OF BEGINNING.

**Acreage(s):** Containing 5.2 Acres +/-

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS SUMMER WILDE SUBDIVISION

SCHEDULE D