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**DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
WESTFIELD CENTRAL**

The following Covenants, Conditions, and Restrictions for Westfield Central are hereby adopted for the mixed-use development in Springville, Utah commonly known as Westfield Central.

ARTICLE I
Master Declaration

1.01 Master Declaration. This document (the “Master Declaration”) is a declaration of covenants conditions, restrictions, easements, assessments, and liens for the mixed-use development located in Springville, Utah, platted as Westfield Central pursuant to the plat map recorded with the Utah County Recorder on September 28, 2022, as Entry No. 104902:2022, and described more fully in Exhibit A attached hereto and incorporated herein by reference (the “Development”).

1.02 Equitable Servitudes. This Master Declaration shall be construed as covenants in the nature of equitable servitudes, which shall be appurtenant to and run with title to the Development and/or any part thereof, and shall be binding upon and for the benefit of all Persons having any right, title, or interest in or to the Development, and/or any part thereof, including their heirs, successors, and assigns.

1.03 Community Association Act. The Development shall be subject to and governed by the provisions of the Community Association Act, as the same has been and may yet be amended from time-to-time.

(a) To the extent not inconsistent with this Master Declaration, the Articles, or the Bylaws, all provisions of the Community Association Act shall apply to the Development and the Master Association.

(b) All provisions of the Community Association Act that are mandatory in nature shall apply to the Development and the Master Association even if inconsistent with this Master Declaration, the Articles, or the Bylaws.

(c) In the event that the Community Association Act is subsequently amended and such new provision states that it is only applicable if this Master Declaration is amended to reference such new provision, then this Master Declaration shall automatically be deemed to be amended to reference such new provision and make such new provision applicable to the Development and the Master Association as set forth herein.

ARTICLE II

Definitions

2.01 Architectural Committee. “Architectural Committee” shall mean the committee referenced in Section 7.01 hereof.

2.02 Articles. “Articles” shall mean the Articles of Incorporation of the Master Association, as the same has been, and may yet be, amended from time-to-time.

2.03 Annual Assessment. “Annual Assessment” shall mean the charges regularly levied and assessed each year against a Lot by the Master Association as set forth in Section 6.03 hereof.

2.04 Assessment. “Assessment” shall mean collectively Annual Assessments, Special Assessments, and Compliance Assessments.

2.05 Board. “Board” shall mean the Board of Trustees of the Master Association.

2.06 Bylaws. “Bylaws” shall mean the Bylaws of the Master Association, as the same has been, and may yet be, amended from time-to-time, a copy of which is attached hereto as Exhibit B and incorporated herein by reference.

2.07 Common Area. “Common Area” shall mean all areas of the Development (including the improvements thereto), but excluding the individual Lots, public roads, and other areas, if any, dedicated to the City of Springville as public land.

2.08 Community Association Act. “Community Association Act” shall mean the Utah Community Association Act currently codified in Title 57, Chapter 8a of the Utah Code, as the same has been, and may yet be, amended from time-to-time, including any replacement act.

2.09 Compliance Assessment. “Compliance Assessment” shall mean assessments made pursuant to Section 6.05 hereof regarding the compliance of any Lot or its Owner with the terms and provisions of this Master Declaration.

2.10 Declarant. “Declarant” shall mean Fountain Gate LLC, a Utah limited liability company, and any assignee or successor in interest of such entity.

2.11 Development. “Development” shall mean collectively that certain real property described more fully in Exhibit A attached hereto and incorporated herein by reference.

2.12 Division. “Division” shall mean the Utah Department of Commerce, Division of Corporations and Commercial Code, or any successor governmental agency.

2.13 Lot. “Lot” shall mean any plot of land identified as an individual Lot, or unit, as shown upon any plat map for land located within the Development. Appurtenant to and running with the title to each Lot is an undivided interest in the Common Area in a proportion in which the numerator is one and the denominator is the total number of Lots within the Development.

2.14 Master Association. “Master Association” shall mean the Westfield Central Master Owners Association, a Utah non-profit corporation, its successors and assigns.

2.15 Master Declaration. “Master Declaration” shall mean this instrument, as the same may be amended from time-to-time and as recorded in the office of the Utah County Recorder.

2.16 Neighborhood Association. “Neighborhood Association” shall mean each of the owners associations created for the development, maintenance, and management of two or more attached Lots within the Development.

2.17 Neighborhood Declaration. “Neighborhood Declaration” shall mean the declaration of covenants, conditions, and restrictions, declaration of condominium, or similar instrument recorded in the office of the Utah County recorder in conjunction with the development of any portion of land located within the Development that includes two or more attached Lots, as the same may be amended from time-to-time and as recorded in the office of the Utah County Recorder.

2.18 Owner. “Owner” shall mean the record owner, whether one or more Persons, of a fee simple title to any Lot. The term Owner shall not include Persons who hold an interest in a Lot merely as security for the performance of an obligation, such as a mortgage, trust deed, or other security interest, nor shall it include Persons purchasing a Lot under contract until such contract is fully performed and legal title to the Lot has been conveyed.

2.19 Period of Administrative Control. “Period of Administrative Control” shall mean the period defined in Section 57-8a-502(1) of the Utah Code, as the same may be amended from time-to-time.

2.20 Person. “Person” shall mean any natural person, partnership, limited liability company, corporation, association, cooperative, trust, estate, custodian, nominee, or other individual or entity in its own or representative capacity.

2.21 Plat Map. “Plat Map” shall mean the plat map for Westfield Central, recorded in the office of the Utah County Recorder on September 28, 2022, as Entry No. 104902:2022, as the same may be amended from time-to-time.

2.22 Rules. “Rules” shall mean any rules or regulations promulgated by the Board pursuant to Section 4.07 hereof.

2.23 Special Assessment. Any special or extraordinary assessment periodically levied from time-to-time against a Lot by the Master Association pursuant to Section 6.04 hereof.

ARTICLE III Property Rights

3.01 Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and run with the title to every Lot, subject to the following provisions:

(a) the right of the Master Association to charge reasonable admission and other fees for the use of any recreational facility or other facilities situated upon the Common Area;

(b) the right of the Master Association to suspend voting rights and right to use of the recreational facilities by an Owner for any period during which any Assessment against their Lot remains unpaid; and for a period not to exceed 60 calendar days for any infraction of the Master Association's published Rules and other regulations;

(c) the right of the Master Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be affirmatively consented to in writing by no less than 2/3 of the Board.

3.02 Delegation of Use. Any Owner may delegate their right of enjoyment to the Common Area and related facilities to the members of their family, their tenants, or contract purchasers who reside on the Lot.

3.03 Utility and Drainage Easements.

(a) Easements for the installation and maintenance of utilities and drainage facilities, and all other easements, are reserved as shown on the recorded Plat Map or otherwise set forth or provided for herein.

(b) Within these easements, no structure, improvement, landscaping, or other item shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the area, or which may obstruct or retard the flow of water through drainage channels in the easement. Any such structure, improvement, landscaping, or other item placed within such easement shall be done at the sole risk of the Owner of the subject Lot, and such Owner shall not be entitled to compensation for any damage to or loss of such structure, improvement, landscaping, or other item as a result of the use or maintenance of the easement.

(c) Wherever sanitary sewer connections, water connections, electricity, gas, telephone, cable television, and/or internet/data lines, drainage facilities, and/or similar improvements are installed within the Development, the Owners of any Lot served by said connections, lines, or facilities, along with applicable public utility companies or private service providers, shall have the right, and are hereby granted an easement to the full extent necessary therefor, to enter upon the Lots owned by others, in or upon which said connections, lines, or facilities, or any portion thereof lie, to repair, replace, and generally maintain said connections, lines, or facilities as and when the same may be necessary or reasonably desired. Any Lot so entered shall be restored by those entering to as near its original condition as is reasonably possible, but subject to the provisions of Section 8.01(b) herein with respect to structures, improvements, landscaping, or other items within the easement area.

(d) Wherever sanitary sewer connections, water connections, electricity, gas, telephone, cable television, and/or internet/data lines, drainage facilities, and/or similar improvements are installed within the Development, which connections, lines, or facilities serve more than one Lot, the Owner of each Lot served by said connections, lines, or facilities shall be entitled to the full use and enjoyment of such portions of said connections, lines, or facilities as service their Lot.

ARTICLE IV

Master Association

4.01 Membership. The Master Association shall have a single class of membership, consisting of all Owners. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

4.02 Voting Rights. Owners shall be entitled to cast one vote for each Lot owned as set forth more fully in the Bylaws.

4.03 Governance. The Master Association, acting by and through its Board, shall oversee and govern the Development, including, without limitation, the Common Areas, in accordance with the provisions of this Master Declaration, the Articles, the Bylaws, the Community Association Act, and otherwise in compliance with governing law.

4.04 Property Management. The Board may hire a professional property manager or management company to assist with management of the Development. Any property management contract with a term that extends beyond the Period of Administrative Control must be approved by the Owners at or near the end of the Period of Administrative Control.

4.05 Reserve Analysis. The Master Association shall conduct a reserve analysis or study as required by the Community Association Act or otherwise as required by law.

4.06 Right of Entry.

(a) The Master Association and its duly authorized agents shall have the right to enter any and all Lots, including all buildings and other improvements thereon, in case of an emergency originating in or threatening such Lot or any other part of the Development, whether or not the Owner or occupant thereof is present at the time.

(b) The Master Association and its duly authorized agents shall have the right to enter any and all Lots, including all buildings and other improvements thereon, at all reasonable times in order to make repairs to any Common Area or to facilities serving more than one Lot, and to inspect for compliance with the provisions of this Master Declaration; provided, however, that the Owners and/or occupants affected by such entry shall first be given reasonable notice at least 24 hours in advance of such entry.

4.07 Rules. The Board may, from time-to-time, adopt, amend, and repeal Rules regarding the use of the Common Area, the collection of Assessments, and to otherwise implement, supplement, or otherwise carry out the purposes and intentions of this Master Declaration. In no event shall any such Rule be inconsistent with this Master Declaration, the Articles, the Bylaws, or any mandatory provisions of governing law.

4.08 Liability. No member of the Board or the Architectural Committee acting in good faith shall be personally liable to any Owner, guest, lessee, lender, or any other Person for any error or omission of the Association, its agents and representatives, the Board, or the Architectural Committee.

ARTICLE V
Neighborhood Associations

5.01 Creation of Neighborhood Associations. Concurrently with the recordation of a plat map for any land within the Development that contains two or more attached Lots, or the purchase from Declarant of two or more attached Lots, or the development by Declarant of two or more attached Lots, whichever occurs later, a Neighborhood Association shall be created governing at least the maintenance of all buildings associated with the attached Lots.

(a) The Owner of the two or more attached Lots at the time the triggering event above occurs shall be required to create the Neighborhood Association. For example: concurrently with the purchase from Declarant of two or more attached Lots, the purchaser of such Lots shall be required to create one or more Neighborhood Associations governing such attached Lots.

(b) Each Neighborhood Association shall be registered with the Division.

(c) No Neighborhood Association shall have the authority to act contrary to the Master Association or the Master Declaration.

5.02 Neighborhood Declaration. Concurrently with the recordation of a plat map for any land within the Development that contains two or more attached Lots, or the purchase from Declarant of two or more attached Lots, or the development by Declarant of two or more attached lots, whichever occurs later, a Neighborhood Declaration shall be recorded governing at least the maintenance of all buildings associated with the attached Lots.

(a) The Owner of the two or more attached Lots at the time the triggering event above occurs shall be required to create and record the Neighborhood Declaration. For example: concurrently with the purchase from Declarant of two or more attached Lots, the purchaser of such Lots shall be required to create and record one or more Neighborhood Declarations governing such attached Lots (consistent with the Neighborhood Association or Neighborhood Associations governing such attached Lots).

(b) Each Neighborhood Declaration shall be recorded in the office of the Utah County Recorder.

(c) A Neighborhood Declaration may contain other provisions, including, without limitation, a reinvestment fee covenant in compliance with the provisions of Section 57-1-46 of the Utah Code.

(d) In the event of a conflict between any provision in a Neighborhood Declaration and the Master Declaration, the Master Declaration shall control.

5.03 Notice to Master Association. Copies of the articles of incorporation, bylaws, Neighborhood Declaration, and plat map associated with any Neighborhood Association, including subsequent amendments thereto, shall be provided to the Master Association by the Neighborhood Association within 7 calendar days after each such document is filed, recorded, or otherwise adopted (if not required to be publicly filed or recorded).

ARTICLE VI

Covenant for Assessments

6.01 Personal Obligation. Each Owner shall, by acquiring or in any way becoming vested with an interest in a Lot, be deemed to covenant and agree to pay to the Master Association the Assessments and other charges set forth or provided for in this Master Declaration, together with any costs of collection (including, without limitation, reasonable attorney fees) and interest thereon. Owners shall be personally liable for all Assessments and other charges due and payable by them for the period of time they own or owned a Lot, and such personal liability shall continue even after such Owner no longer owns a Lot until such amounts are paid in full. Owners are not personally liable for Assessments and other charges related to their Lot that arose and were due and payable prior to their ownership of a Lot, but, notwithstanding such lack of personal liability, the lien against a Lot for Assessments and other charges as set forth in Section 6.02 shall remain in place against such Lot, and may be enforced against such Lot, until such amounts are paid in full.

6.02 Lien. All Assessments and other charges set forth or provided for in this Master Declaration shall be, constitute, and remain a charge, and shall be a continuing lien, upon the Lot with respect to which such Assessment or charge relates.

6.03 Annual Assessment. An Annual Assessment may be made against each Lot and the Owner thereof whereby each Owner shall pay a proportionate share of the common expenses associated with the Development (including, without limitation, maintenance and operation of the Common Area) and the operations of the Master Association.

(a) Prior to the annual meeting of Owners, the Board shall cause a budget to be created for the upcoming year (which budget may, but need not, include an amount to be set aside in the Master Association's reserve fund), and the Board shall recommend the amount of the Annual Assessment to be paid by the Owners for the upcoming year based on such budget.

(b) The amount of the Annual Assessment for the upcoming year shall be approved by Owners at the annual meeting of Owners.

(c) The Annual Assessment shall be payable in 12 equal monthly installments which shall be due and payable on the first calendar day of each month. As a courtesy, the Board may cause reminders to be sent to the Owners regarding the monthly payments, but the Annual Assessment shall be due and payable by the Owners on the first calendar day of each month without the requirement for any written or other notice thereof other than the notice imparted at the annual meeting of Owners.

(d) The amount of the Annual Assessment may be adjusted by the Board as needed during the calendar year in order to address any shortfalls for whatever reason for line items in the budget that was the basis for the Annual Assessment approved by the Owners. Any such adjustments by the Board that do not cumulatively exceed 25% of the total Annual Assessment approved by the Owners shall not require any further approval of the Owners. However, any adjustment that causes the Annual Assessment to exceed 25% of the total Annual Assessment approved by the Owners shall require approval of the Owners before such adjustment take effect.

(e) In the event that the budget for any calendar year has not been approved by the Owners prior to January 1 of such calendar year, then the Owners shall continue to pay monthly installments of the Annual Assessment in the same amount paid by the Owners for the previous calendar year until a new budget for the current calendar year has been approved.

(f) Notwithstanding any other provision of this Master Declaration to the contrary, during the Period of Administrative Control, the Declarant shall not be required to pay the Annual Assessment, but rather, at the end of each calendar year, the Declarant shall pay to the Master Association the lesser of (i) the amount of the Annual Assessment otherwise applicable to each Lot owned by the Declarant at the end of such calendar year, or (ii) any shortfall in the Master Association's budget based solely on the Annual Assessment approved by the Owners (and excluding any shortfall caused by increased costs for any budgeted line item), after accounting for all Annual Assessments payable by the Owners other than Declarant.

6.04 Special Assessments. In addition to the Annual Assessments authorized above, from time-to-time the Board may recommend that a Special Assessment be levied for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, a shortfall for whatever reason in the current year's budget in excess of any adjustments made to the Annual Assessment, including additional items that were not included in the budget that was the basis of the Annual Assessment, or any other expenses reasonably necessary to enable the Master Association to perform or fulfill its obligations, functions, or purposes under this Master Declaration or the Articles.

(a) The amount of the Special Assessment shall be approved by the Owners of a majority of the Lots participating in the vote once a quorum has duly been established.

(b) If the Special Assessment is approved, then written notice thereof shall be sent to all Owners, including the date (or dates if it is to be paid in installments) for payment thereof.

6.05 Compliance Assessment.

(a) After no less than 30 calendar days' prior written notice to the Owner of a Lot, the Board may take whatever action it reasonably deems appropriate in order to bring a non-complying Lot into compliance with this Master Declaration, the Articles, Bylaws, Rules, and/or other resolutions of the Board, and assess the Owner of the Lot for the cost thereof, plus a 15% administrative fee, as a Compliance Assessment.

(b) Any monetary fines assessed against an Owner by the Master Association shall also constitute a Compliance Assessment against the Lot owned by such Owner.

(c) Any review fee payable pursuant to Section 7.02(f) shall also constitute a Compliance Assessment against the Lot which is the subject of the application.

(d) Compliance Assessments are due and payable immediately upon assessment thereof and may be enforced and collected in the same manner as any other Assessment.

6.06 Uniform Rate of Assessment. Annual Assessments and Special Assessments shall be fixed at a uniform rate for all Lots. Compliance Assessments shall be based on the unique circumstances giving rise to such Assessments.

6.07 Statement of Assessments. The Board shall, within 10 calendar days of receipt of a written demand by an Owner, and for a reasonable charge not exceed the maximum amount permitted by law (as established by resolution of the Board from time-to-time), furnish a certificate signed by an officer of the Master Association setting forth whether the Assessments with respect to a specified Lot have been paid. A properly executed certificate of the Master Association as to the status of Assessments with respect to a Lot is binding upon the Master Association as of the date of its issuance.

6.08 Effect of Nonpayment of Assessments.

(a) Any assessment not paid within 30 calendar days after the due date thereof shall bear interest from the due date at the rate of 18% per annum.

(b) Reasonable attorney fees and costs incurred by the Master Association in collecting any Assessment, with or without filing a lawsuit, shall be included as part of the Assessment being collected, and shall be collected by the Master Association in the same manner as collection of the Assessment.

(c) The Master Association may file a lawsuit against the Owner personally obligated to pay any outstanding Assessment.

(d) The Master Association may foreclose the lien against a Lot for any outstanding Assessment. Such lien may be enforced and foreclosed by any means permitted by law, including, without limitation, a judicial foreclosure proceeding or a non-judicial foreclosure proceeding. Dwayne A. Vance, an attorney duly licensed to practice law in the State of Utah, is hereby appointed as the initial trustee for purposes of pursuing a non-judicial foreclosure sale of any lien for an outstanding Assessment. The Master Association and the Owners hereby convey and warrant, pursuant to Sections 57-1-20 and 57-8a-302 of the Utah Code, to Dwayne A. Vance, with power of sale, all Lots and improvements to the Lots, for the purposes of securing payment of all Assessments and other charges provided for in this Master Declaration. The Master Association may appoint a duly qualified substitute or successor trustee at any time without amending this Declaration by recording a substitution of trustee in the manner prescribed by law against any particular Lot for purposes of pursuing a non-judicial foreclosure sale of that Lot in payment of a lien against that Lot.

(e) The Board may, from time-to-time, adopt, amend, and repeal Rules regarding a delinquent Owner's ability to: (i) use the Common Area, including, without limitation, any recreational facilities within the Common Area; (ii) vote on any Master Association matter put to a vote of the Owners; (iii) serve as a member of the Board, as an officer, or as any other agent or representative of the Master Association; and/or (iv) exercise any other rights of an Owner.

(f) No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of their Lot.

ARTICLE VII
Architectural Control

7.01 Architectural Committee. The Board may create an Architectural Committee pursuant to Article IV of the Bylaws which is vested with the powers described herein. Absent the creation of a separate Architectural Committee, the Board shall constitute the Architectural

Committee. In any event, a member of the Board shall act as the chair of the Architectural Committee as provided in the Bylaws.

7.02 Approval for Improvements. No building, road, sidewalk, landscaping, fence, wall, parking areas, or other structure or improvement shall be erected or maintained upon any Lot or common area within the Development, including, without limitation, within a Neighborhood Association, nor shall any exterior addition to or change or alteration be made (including, without limitation, landscaping, or changing the color or nature of any exterior improvement), until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved by the Architectural Committee, and said work shall not commence without written approval by the Architectural Committee.

(a) The Architectural Committee shall have the right to disapprove any such plans and specifications which, in the Architectural Committee's reasonable discretion:

(i) Do not fully comply with all provisions of this Master Declaration; or

(ii) Do not fully comply with all provisions of any governing Neighborhood Declaration; or

(iii) Do not fully comply with all requirements of the City of Springville, including, without limitation, any development agreement, master plan, or other document or regulation applicable to the Development; or

(iv) Encroach upon any setback, or other Lot, or any easement to which the Lot in question is subject, including, without limitation, snow shed from the subject improvement and/or water drainage from the subject improvement; or

(v) Are not reasonably in harmony with the existing surroundings, buildings, and improvements.

(b) In the event that the Architectural Committee fails to approve or disapprove in writing said plans within 60 calendar days after their submission (which requires a full set of plans and specifications, and any revisions or supplements thereto shall re-start the 60-calendar day period), then said plans shall be deemed approved by the Architectural Committee.

(c) The Architectural Committee shall not be responsible for reviewing, and its approval of any plan or design shall not be deemed to be an approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

(d) Notwithstanding any approval by the Architectural Committee, all improvements to a Lot or any common area within the Development, including, without limitation, within a Neighborhood Association, shall be required to comply with all provisions of this Master Declaration and any governing Neighborhood Declaration, and any approval by the Architectural Committee shall not be a defense to violating the provisions of this Master Declaration or any governing Neighborhood Declaration.

(e) A Neighborhood Association may create its own architectural committee and/or require approval by the Neighborhood Association for any improvements within the jurisdiction of the Neighborhood Association. However, such approval by the Neighborhood

Association shall not substitute for approval by the Architectural Committee, and approval by the Architectural Committee pursuant to this Master Declaration shall still be required notwithstanding any approval pursuant to a Neighborhood Declaration.

(f) The Architectural Committee may charge a fee for reviewing an application by an Owner pursuant to this Section 7.02, including, without limitation, the fees charged by any architect, engineer, attorney, or other professional retained by the Architectural Committee in conjunction with the review of such application. Any such fee shall constitute and be collectible as a Compliance Assessment and shall be payable regardless of whether the application is approved and shall be payable in full prior to the commencement of making any improvements pursuant to the Architectural Committee's approval.

7.03 Building Location.

(a) Building location, including, without limitation, setbacks, must conform to the requirements of the City of Springville.

(b) Under no circumstances shall any portion of a building or other improvement on any Lot, or common within a Neighborhood Association, including, without limitation, roofs, eaves, steps, patios, porches, sidewalks, parking spaces, be permitted to encroach upon any other Lot or the Common Area.

7.04 Maintenance. All buildings, roads, sidewalks, landscaping, fences, walls, parking areas, or other structures and improvements constructed and/or existing on any Lot, or common area within a Neighborhood Association, shall be maintained in an attractive, good, and working condition.

7.05 Roofing and Exterior Materials. All exterior materials utilized on buildings and other improvements shall consist of siding, paint colors, painting scheme, architecture design, roofing materials and color, and windows reasonably similar to and in harmony with existing buildings and other improvements in the Development.

7.06 Construction Time and Hours.

(a) As part of the approval of any improvement by the Architectural Committee, the Architectural Committee may prescribe a reasonable deadline for such improvements to be completed.

(b) No construction that generates any noise audible at any boundary line of the subject Lot shall occur between the following hours unless prior written consent has been granted by the Architectural Committee and advance notice of such construction and Architectural Committee approval has been given to the Owners of all Lots adjacent to, or otherwise expected to be within hearing distance of, such construction noise:

Monday through Friday: 9:00 p.m. and 7:00 a.m.; and

Saturday and Sunday: 9:00 p.m. and 9:00 a.m.

7.07 Nuisances. No noxious or offensive activity shall be carried on in or upon any Lot, or any other portion of the Development, nor shall anything be done which may be or may become an annoyance or nuisance to the Development or any Lot therein.

(a) Subject to federal laws governing satellite dishes, no satellite dish, antenna, clothesline, or storage or trash receptacles, or any other items which are unsightly in the reasonable opinion of the Architectural Committee, will be permitted, unless screened from view as approved by the Architectural Committee.

(b) No signs of any kind shall be displayed in or upon any Unit that can be seen from the exterior of any side of Unit, excepting only one sign, not to exceed six square feet, advertising the Unit for sale (including an open house incident to such sales efforts). No signs shall be placed or maintained anywhere on the Common Area by any Owner for any purpose, including, without limitation, signs advertising a Unit for sale (including an open house incident to such sales efforts).

(c) The Architectural Committee may, from time-to-time, adopt, amend, and repeal reasonable Rules regarding items viewable from the exterior of a Unit (including, without limitation, draperies, curtains, blinds, etc.), and items attached to, stored, or used on the exterior of a Unit (including, without limitation, patio furniture, grills, bicycles, firewood, etc.); provided, however, that no Rule adopted by the Architectural Committee shall conflict with governing law, the Articles, the Bylaws, any Rule or resolution of the Board, or this Master Declaration.

(d) No structure of a temporary character, including, without limitation, trailers, tents, shacks, or otherwise, shall be erected or maintained on any Lot at any time for any purpose, without the prior written consent of the Architectural Committee, which written consent shall define the nature of the temporary structure, the use to be made thereof, the location thereof, and the duration thereof. This provision shall not be interpreted to preclude detached garages or other permanent storage facilities as approved by the Architectural Committee.

(d) No Lot, or common area within a Neighborhood Association, or any other portion of the Development, shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and all such items must be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(e) Each Lot, and common area within a Neighborhood Association, and its abutting street, are to be kept free of trash, weeds, and other refuse by the Owner of such Lot or the Neighborhood Association, as appropriate.

7.08 Parking.

(a) No automobiles or other vehicles are to be parked on streets or otherwise on any location on a Lot visible from the street in front of the Lot unless they are in running condition, properly licensed, and are being regularly used.

(b) No trailers, boats, or recreational items shall be parked on the streets or otherwise on any location on a Lot visible from the street in front of the Lot, except on a temporary basis in relation to actual use of such item for a period not to exceed 24 hours, unless otherwise approved in advance in writing by the Architectural Committee.

(c) Owners may be asked to move any vehicles parked on the street in order to allow snow removal from the streets in the Development.

(d) Given the limited parking available in the Development, Owners are encouraged to utilize both their own garage and their own driveway before resorting to use of on-street parking.

(e) The Board may, from time-to-time, adopt, amend, and repeal Rules regarding parking within the Development, including, without limitation, accommodating snow removal, accommodating refuse disposal, facilitating traffic flow, and maintaining a means of access for emergency vehicles.

7.09 Animals and Pets.

(a) Dogs, cats, and/or other household pets and animals may be kept as permissible within current zoning regulations; provided, that they are not kept, bred, or maintained for any commercial purpose and are restricted to the Owner's Lot or under the Owner's control when within any Common Area.

(b) No pet or animal shall be allowed to roam free within the Common Area and/or enter onto any other Lot and the Owner of such pet or animal shall be personally liable for any damage or loss caused by such pet or animal.

(c) If, in the reasonable opinion of the Architectural Committee, any pet or animal becomes an annoyance, nuisance, obnoxious, or considered to be a danger or threat, then the Architectural Committee may require a reduction in the number of pets or animals permitted on a Lot and/or require the removal of a particular pet or animal from the Development.

7.10 Subdivision of Lots. Under no circumstances shall any Lot be subdivided into two or more lots or sub-lots.

7.11 Enforcement. The Architectural Committee shall have the power and authority to take such action as it deems necessary to keep any portion of the Development and exterior of any structure on any Lot, or common area within a Neighborhood Association, maintained so that the same complies with the provisions of this Master Declaration and approved plans and specifications for improvements to any Lot or common area within a Neighborhood Association.

(a) The Architectural Committee may notify any Owner of a Lot, or the Neighborhood Association with respect to common area within that Neighborhood Association, of any violation.

(b) After due notice, if the Owner or Neighborhood Association, as appropriate, fails to correct such violation, then the Architectural Committee may cause the necessary corrections to be made, compliance to be effected, and the costs and expenses thereof shall constitute a Compliance Lien against the Lot or common area within a Neighborhood Association affected, and shall also be the personal obligation of the Owner of said Lot or Neighborhood Association, as appropriate, as provided in Sections 6.01, 6.02, 6.05, and 6.08 hereof.

ARTICLE IX

Insurance

9.01 Casualty Insurance and General Liability Insurance.

- (a) The Master Association shall keep all insurable improvements and fixtures of the Common Area insured against loss or damage by fire for the full replacement cost thereof and may obtain insurance against such other hazards and casualties as the Master Association may deem desirable.
- (b) The Master Association may also insure any other property whether real or personal, owned by the Master Association, against loss or damage by fire and such other hazards as the Master Association may deem desirable, with the Master Association as the owner and beneficiary of such insurance.
- (c) The insurance coverage with respect to the Common Area shall be written in the name of, and the proceeds thereof shall be payable to the Master Association.
- (d) Insurance proceeds shall be used by the Master Association for the repair or replacement of the property for which the insurance was carried in the reasonable discretion of the Board.
- (e) The Master Association shall obtain and maintain such comprehensive general liability insurance as the Master Association shall deem appropriate to provide protection from claims because of bodily injury or death or damage to property.
- (f) Premiums for all insurance carried by the Master Association are common expenses included in the Annual Assessment made by the Master Association.

9.02 Replacement or Repair.

- (a) In the event of damage to or destruction of any part of the Common Area, the Master Association shall repair or replace the same from the insurance proceeds available in the reasonable discretion of the Board.
- (b) If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Master Association may make a Special Assessment to cover the additional cost of repair or replacement not covered by the insurance proceeds.
- (c) In the event of damage to or destruction of any part of a building or other improvement on any Lot, the Owner shall repair or reconstruct the same within 12 months of the occurrence of the event of damage or destruction. The Owner shall obtain and maintain adequate insurance to insure Owner's compliance with the requirements of this provision.

9.03 Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the property which may have been damaged or destroyed and to provide protection from claims because of bodily injury, death, and/or damage to property.

ARTICLE X
General Provisions

10.01 Enforcement. The Master Association, or any affected Neighborhood Association, or any affected Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, obligations, or provisions of this Master Declaration; provided, however, that only the Master Association shall have the right to levy, enforce, and collect Assessments pursuant to this Master Declaration. Failure by the Master Association or by any affected Neighborhood Association or by any affected Owner to enforce any provision herein shall in no event be deemed a waiver of the right to do so at any time thereafter.

10.02 Attorney Fees. In the event of any litigation, action, arbitration, or other proceeding arising from this Master Declaration, or otherwise concerning the rights or duties of any Person under this Master Declaration, then, in addition to any other relief which may be granted, the substantially prevailing party shall be entitled to recover its reasonable costs and attorney fees incurred therein.

10.03 Severability. If any provision of this Master Declaration, or the application of such provision to any Person, Lot, Neighborhood Association, or circumstance, shall be held invalid, the remainder of this Master Declaration, or the application of such provision to Persons, Lots, Neighborhood Associations, or circumstances other than those as to which it is held invalid, shall remain in full force and effect and shall not be affected thereby.

10.04 Captions and Pronouns.

(a) Captions are used in this Master Declaration for convenience only and are not intended to be used in the construction or in the interpretation of this Master Declaration or any provision thereof.

(b) In this Master Declaration, whenever the context requires, the masculine, feminine, and neuter genders include the other genders, the singular number includes the plural, and the plural number includes the singular.

10.05 Term. This Master Declaration shall remain in full force and effect perpetually from and after the date this Master Declaration is recorded, unless and until amended in whole or in part as provided for herein.

10.06 Amendment. This Master Declaration may be amended in whole or in part by the affirmative vote of Owners of no less than 2/3 of the Lots present and voting at any meeting of the Owners. Any amendment must be recorded in the office of the Utah County Recorder. Notwithstanding anything to the contrary herein, provisions must be made in all events to insure that the Common Area is maintained at all times.

{Certificate of Adoption and Acknowledgement on Following Page}

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CERTIFICATE OF ADOPTION

The Declarant, currently the sole owner of all Lots within the Development, hereby certifies that the foregoing Declaration of Covenants, Conditions, and Restrictions for Westfield Central was duly adopted by the Declarant and will be in full force and effect immediately upon recordation in the office of the Utah County Recorder.

Dated: February 24th, 2023.

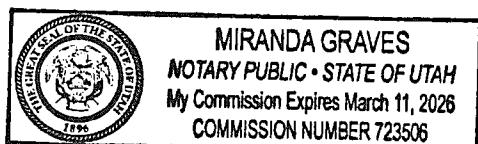
FOUNTAIN GATE LLC

By: Tim Alders
Tim Alders, Manager

Acknowledgement

State of Utah)
: ss
County of Utah)

On February 24th, 2023, personally appeared before me, TIM AALDERS, whose identity is personally known to me or has been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that he executed the foregoing document in his capacity as MANAGER of FOUNTAIN GATE LLC, and that he did so of his own voluntary act for its stated purpose.



Miranda Graves

Notary Public

EXHIBITS:

- A. Description of Real Property Subject to Master Declaration
- B. Bylaws

EXHIBIT "A"

BEGINNING AT A POINT ON THE SOUTH LINE OF THE PHEASANT VALLEY SUBDIVISION, PLAT "A", WHICH POINT LIES S88°34'55"W 316.36 FEET ALONG THE SECTION LINE AND SOUTH 618.44 FEET FROM THE NORTH ¼ CORNER OF SECTION 5, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S88°36'14"E 673.49 FEET ALONG SAID PHEASANT VALLEY SUBDIVISION, PLAT "A" SUBDIVISION TO THE WEST LINE OF CRYSTAL SPRINGS, PLAT "A" SUBDIVISION; THENCE ALONG THE BOUNDARY OF SAID CRYSTAL SPRINGS, PLAT "A" SUBDIVISION THE FOLLOWING FOUR (4) COURSES TO WIT: (1) S00°11'02"W 3.79 FEET, (2) N88°40'48"W 0.06 FEET, (3) S00°16'01"W 709.18 FEET, (4) S89°29'50"E 3.19 FEET TO THE WEST LINE OF LEORAH SPRINGS, PHASE 1; THENCE ALONG SAID LEORAH SPRINGS, PHASE 1 SUBDIVISION S00°32'44"W 604.89 FEET TO THE NORTH LINE OF CANYON SPRINGS, PLAT "A"; THENCE N89°38'00"W 688.06 FEET ALONG SAID CANYON SPRINGS, PLAT "A" SUBDIVISION; THENCE N00°53'30"E 1330.02 FEET TO THE POINT OF BEGINNING.

SAID DESCRIPTION ALSO BEING WESTFIELDS CENTRAL, A RESIDENTIAL SUBDIVISION.

TAX ID: 55-991-0001 THROUGH 55-991-0128

EXHIBIT B

BYLAWS OF WESTFIELD CENTRAL MASTER OWNERS ASSOCIATION a Utah nonprofit corporation

Pursuant to the provisions of the Utah Revised Nonprofit Corporation Act (the "Nonprofit Corporation Act"), the following Bylaws of Westfield Central Master Owners Association, a Utah nonprofit corporation (the "Association"), are hereby adopted.

Capitalized terms herein shall have the same meaning as set forth in the Declaration of Covenants, Conditions and Restrictions for Westfield Central.

ARTICLE I Organization, Offices and Property

1.01 Name. The name of the Association is Westfield Central Master Owners Association.

1.02 Principal Place of Business. The address of the Association's principal place of business shall initially be located at 5306 W. Julie Ann Place, Highland, Utah 84003. The Association's principal place of business may be changed from time-to-time as the Board may determine, without amending these Bylaws, by updating the information for the Association on file with the Division. The business operations of the Association may be conducted at the principal place of business identified above and/or at such other locations as the Board may determine from time-to-time.

1.03 Property. All property and assets of the Association shall be owned by, and be held in the name of, the Association as an entity, and no trustee, officer, or Owner shall have any ownership interest in such property or assets in their individual capacity.

1.04 Individual Obligations. The property and assets of the Association shall be used solely for the benefit of the Association, and no property or asset of the Association shall be transferred to or encumbered for or in payment of the individual obligation of any trustee, officer, or Owner.

1.05 Governing Law. The Association shall be governed by, and operated in accordance with, Utah law, and, in particular, the Nonprofit Corporation Act and the Community Association Act, as the same have been, and may yet be, amended from time-to-time.

1.06 Further Instruments. The Association and its trustees, officers, and Owners shall execute, acknowledge, file, and record such other instruments as may be required by these Bylaws, the Articles, the Declaration, the Nonprofit Corporation Act, the Community Association Act, or otherwise by law.

ARTICLE II

Owners

2.01 Place of Meetings. Meetings of Owners shall be held at any place within Utah County, Utah, which shall be designated by the Board. In the absence of any such designation, meetings of Owners shall be held at the principal office of the Association.

2.02 Annual Meetings. The annual meeting of Owners shall be held each year on a date and at a time designated by the Board, with the intention that the annual meeting will be held in December or January of each year if reasonably practical. At each annual meeting trustees shall be elected, if and as needed, and any other proper business may be transacted.

2.03 Special Meetings.

(a) A special meeting of Owners may be called by a majority of the Board, or the President, and must be called by the President if requested by Owners of no less than 25% of the votes entitled to be cast at such meeting.

(b) If a special meeting is requested by any Owners, then the request shall be in writing, specifying the time of such meeting, the general nature of the business proposed to be transacted, and shall be delivered personally, or sent by certified mail return receipt requested, or by any commercial courier service provided that a signature is obtained to confirm delivery, to the President or Secretary of the Association. The President shall cause notice to be promptly given to the Owners entitled to vote, in accordance with the provisions of Sections 2.04 and 2.05 hereof, that a meeting will be held at the time requested by the Owners calling the meeting, which shall be not less than 30 nor more than 60 calendar days after the receipt of the request by the President or Secretary. If the notice is not given within 20)calendar days after receipt of the request by the President or Secretary, then the Owners requesting the meeting may give the notice. Nothing contained in this paragraph or this Section 2.03 shall be construed as limiting, fixing, or affecting the time when a meeting of Owners called by action of the Board or the President may be held.

2.04 Notice of Meetings of Owners. All notices of meetings of Owners shall be sent or otherwise given in accordance with Section 2.05 hereof not less than 10 nor more than 60 calendar days before the date of the meeting. The notice shall specify the place, date, and hour of the meeting and (i) in the case of a special meeting, the general nature of the business to be transacted, or (ii) in the case of the annual meeting, those matters which the Board intends, at the time of giving the notice, to present for action by the Owners, but the Board may bring up any item of business for action by the Owners at the annual meeting whether or not such matter is identified in the notice of the annual meeting.

2.05 Manner of Giving Notice.

(a) Notice of any meeting of Owners shall be given either personally, or by first-class mail, or by e-mail transmission, or by mobile text message, or by any other means of notice as may be authorized pursuant to a written resolution of the Board, or by any other means permitted by the Nonprofit Corporation Act or the Community Association Act, addressed to the Owner at the address or e-mail or other contact information of that Owner appearing on the books of the Association or given by the Owner to the Association for the purpose of notice. If no such contact information appears on the Association's books or is given by the Owner, then

notice shall be deemed to have been given if sent to that Owner by first-class mail to the mailing address on file with Utah County for purposes of notices relating to property taxes for the Unit owned by that Owner. Notice shall be deemed to have been given at the time when delivered personally, or deposited in the mail, or sent by e-mail transmission, or as otherwise permitted by the Nonprofit Corporation Act or the Community Association Act.

(b) A certificate of the mailing or other means of giving the notice of any meeting of Owners shall be executed by the officer or other agent of the Association giving the notice and shall be filed and maintained in the books and records of the Association.

2.06 Participation in Meetings. Any meeting, annual or special, may be held by conference telephone, video conference, or similar communication equipment, so long as all Owners and other Persons participating in the meeting can hear and be heard by one another, and all such Owners and Persons shall be deemed to be present in person at the meeting.

2.07 Quorum. The presence in person or by written proxy of Owners representing a majority of the votes entitled to be cast at any meeting of Owners shall constitute a quorum for the transaction of business. The Owners present at a duly called or held meeting at which a quorum is initially present may continue to do business until adjournment, notwithstanding the withdrawal of enough Owners to leave less than a quorum, if any action taken (other than adjournment) is approved by Owners representing at least a majority of the votes required to constitute a quorum.

2.08 Voting.

(a) Owners shall be entitled to cast one vote for each Unit owned. If a Unit is owned jointly by more than one Person, then the Persons collectively owning that Unit must decide how to cast the one vote appurtenant to that Unit, and, absent an objection at the time the votes are cast, the vote of any Person owning a Unit shall be conclusively deemed to be the vote of all Persons collectively constituting the Owner of that particular Unit. If there are conflicting votes cast by the Owners of a Unit, then none of the votes shall be counted (but the Owners of such Unit shall still be considered for purposes of constituting a quorum).

(b) A vote of the Owners may be by voice vote or by written ballot, provided, however, that any election of trustees must be by written ballot if demanded by any Owner before the voting has begun.

(c) Once a quorum is present, the affirmative vote of Owners holding a majority of the votes represented at the meeting and entitled to vote on any matter shall constitute a valid act of the Owners (unless a greater vote is required by the Association's governing documents or by law for a particular matter, or as otherwise provided in Section 2.06 above).

(d) At a meeting of Owners at which trustees are to be elected, no Owner shall be entitled to cumulate votes (i.e., cast for any one or more candidates a number of votes greater than the number of votes associated with each membership interest held by that Owner) unless the candidates' names have been placed in nomination prior to commencement of the voting and an Owner has given notice, prior to commencement of the voting, of the Owner's intention to cumulate votes. If any Owner has given such notice, then every Owner entitled to vote may cumulate votes for candidates in nomination and give a single candidate a number of votes equal to the number of trustees to be elected multiplied by the number of votes to which that Owner is

entitled to cast, or distribute the Owner's votes on the same principle among any or all of the candidates. The candidates receiving the highest number of votes, up to the number of trustees to be elected, shall be elected.

2.09 Waiver of Notice or Consent by Absent Owners.

(a) The transactions of any meeting of Owners, either annual or special, however called and noticed, and wherever held, shall be as valid as though conducted at a meeting duly held after regular call and notice if a quorum is present either in person or by written proxy, and if either before or after the meeting each Owner entitled to vote who was not present in person or by written proxy signs a written waiver of notice, or a consent to the holding of the meeting, or an approval of the minutes. The waiver of notice or consent need not specify either the business to be transacted or the purpose of any annual or special meeting of Owners. All such waivers, consents, or approvals shall be filed with the Association records and made a part of the minutes of the meeting.

(b) Attendance by an Owner at a meeting shall constitute a waiver of notice of that meeting, except when the Owner objects, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

2.10 Action by Written Consent Without a Meeting.

(a) Any action which may be taken at any annual or special meeting of Owners may be taken without a meeting and without prior notice, if a consent in writing, setting forth the action so taken, is signed by a majority of all of the Owners entitled to vote with respect to the subject matter thereof. Such action by written consent shall have the same force and effect as a vote of the Owners. All such written consents shall be filed with and maintained as part of the Association records.

(b) Any Owner giving written consent, or the Owner's written proxy holders, or an Owner's successor in interest, or the personal representative of the Owner or their respective written proxy holders, may revoke the consent in a writing sent to and received by the Association before written consents of a majority of all Owners have been filed with the Association.

2.11 Proxies. Every Owner shall have the right to participate in, and vote at, any meeting of Owners either in person or pursuant to a written proxy signed by the Owner and designating a Person to act and vote on their behalf. A validly executed proxy which does not state that it is irrevocable shall continue in full force and effect unless (i) revoked by the Owner executing it, before the vote pursuant to that proxy, by a writing delivered to the Association stating that the proxy is revoked, or by a subsequent proxy executed by, or attendance at the meeting and voting in person by, the Owner executing the proxy, or (ii) written notice of the death or incapacity of the maker of that proxy is received by the Association before the vote pursuant to that proxy is counted; provided, however, that no Owner proxy shall be valid after the expiration of 6 months from the date of the proxy, unless otherwise expressly stated in the proxy.

2.12 Inspectors of Election.

(a) Before any meeting of Owners, the Board may appoint any Person other than nominees for office to act as inspectors of election at the meeting or its adjournment. If no

inspectors of election are so appointed, the presiding officer of the meeting may, and on the request of any Owner or an Owner's proxy shall, appoint inspectors of election at the meeting. The number of inspectors shall be either one or three.

(b) If inspectors are appointed at a meeting on request of one or more Owners or proxies, a majority of the Owners present in person or by proxy at the meeting shall determine whether one or three inspectors are to be appointed. If any Person appointed as inspector fails to appear or fails or refuses to act, then the presiding officer of the meeting may, and upon the request of any Owner or an Owner's proxy shall, appoint a Person to fill that vacancy.

(c) The inspectors shall:

(i) Determine the number of membership interests present at the meeting in person or by written proxy and the voting power of each, the existence of a quorum, and the authenticity, validity, and effect of any written proxy;

(ii) Receive votes, ballots, or consents;

(iii) Hear and determine all challenges and questions in any way arising in connection with the right to vote;

(iv) Count and tabulate all votes or consents;

(v) Determine when the polls shall close;

(vi) Determine the result; and

(vii) Do any other acts that may be proper to conduct the election or vote with fairness to all Owners.

ARTICLE III **Board of Trustees**

3.01 Powers. Subject to the provisions of the Nonprofit Corporation Act, the Community Association Act, and any limitations in these Bylaws, the Articles, or the Declaration relating to action required to be approved by the Owners, the business and affairs of the Association shall be managed, and all corporate powers shall be exercised by or under the direction of the Board. Without prejudice to these general powers, and subject to the same limitation, the Board shall have the power to do to the following:

(a) Select and remove all officers, agents and employees of the Association; prescribe any powers and duties for them that are consistent with law (including without limitation the Nonprofit Corporation Act and the Community Association Act), with the Articles, and with these Bylaws; fix their compensation, if any; and, in the discretion of the Board, require them to post a bond or other security for faithful service;

(b) Change the principal office of the Association from one location to another;

(c) Designate any place within Utah County, Utah for the holding of any meeting of Owners, including annual meetings; and

(d) Borrow money and incur indebtedness on behalf of the Association, and cause to be executed and delivered for the Association's purposes, in the corporate name, promissory notes, deeds of trust, mortgages, and other evidences of debt and securities.

3.02 Number. The number of trustees of the Association shall be a minimum of three, and a maximum of seven, as determined from time-to-time by resolution of the Board, and subject to a vote of the Owners (meaning that a vote of Owners may override a Board resolution regarding the number of trustees).

3.03 Election and Term of Office.

- (a) Each trustee shall serve for a term of three (3) years.
- (b) The terms of office of the trustees shall be staggered such that at least one trustee is, and no more than three trustees are, elected at each annual meeting of the Owners. Such terms shall remain in place even if a successor trustee is elected to fill the remainder of an otherwise unexpired term.
- (c) The trustees shall be elected by the Owners at the annual meetings of Owners, as needed.
- (d) Notwithstanding any other provision to the contrary in these Bylaws or the Declaration, the Declarant shall have the ability to appoint three trustees during the Period of Administrative Control, and any additional trustees shall be elected by the Owners as set forth in these Bylaws, with no more than one trustee elected by the Owners at any annual meeting of the Owners during the Period of Administrative Control.

3.04 Vacancies.

- (a) Vacancies in the Board shall be filled on an interim basis by a majority vote of the remaining trustees, though less than a quorum, or by a sole remaining trustee.
- (b) Each trustee elected on an interim basis by the Board shall hold office until the next annual meeting of the Owners. If the term of office of the successor trustee is scheduled to extend beyond the next annual meeting of Owners, then at that annual meeting of Owners the Owners shall elect a successor trustee to serve for the remainder of the unexpired term of office (and the successor trustee so elected may be the same or may be different than the trustee elected by the Board on an interim basis).
- (c) Notwithstanding anything to the contrary in these Bylaws, in the event that a vacancy is created by the removal of a trustee by the vote or written consent of the Owners or by court order, then such vacancy may be filled only by a majority vote of a duly constituted quorum of Owners, and the successor trustee shall serve for the remainder of the unexpired term of office.

3.05 Resignation. Any trustee may resign effective upon giving written notice to the Board or the President, unless the notice specifies a later time for the resignation to become effective.

3.06 Participation in Meetings. Any meeting, regular or special, may be held by conference telephone, video conference, or similar communication equipment, so long as all trustees and other Persons participating in the meeting can hear and be heard by one another, and all such trustees and Persons shall be deemed to be present in person at the meeting.

3.07 Annual Meeting. Immediately following each annual meeting of Owners, the Board shall hold a regular meeting for the purpose of organization, the election of officers, and

the transaction of other business. No notice of this meeting other than this Section 3.07 need be given.

3.08 Other Regular Meetings. Regular meetings of the Board may be held at such times and places as have been designated from time-to-time by resolution of the Board. Such regular meetings may be held without notice other than this Section 3.08 and such resolution, except that if any such regular meeting is rescheduled by the President or otherwise, then notice of the date, time, and place of the rescheduled meeting shall be delivered to each trustee personally, or by first-class mail, or by e-mail transmission, or by mobile text message, or by any other means of notice permitted by the Nonprofit Corporation Act or the Community Association Act, at least seven calendar days prior to the date and time of the rescheduled meeting.

3.09 Special Meetings. Special meetings of the Board for any purpose may be called at any time by the President or by any two trustees. Notice of the date, time, and place of a special meeting shall be delivered to each trustee personally, or by first-class mail, or by e-mail transmission, or by mobile text message, or by any other means of notice permitted by the Nonprofit Corporation Act or the Community Association Act, at least 14 calendar days prior to the date and time of the special meeting. The notice need not specify the purpose of the meeting.

3.10 Emergency Meetings. Emergency meetings of the Board may be called at any time by the President in order to consider and act upon an emergency matter that cannot reasonably wait for the scheduling of a special meeting of the Board. Notice of the date, time, and place of an emergency meeting shall be delivered, or attempted to be delivered, to each trustee by whatever means are reasonable given the circumstances, with as much advance notice as reasonably possible given the circumstances. The notice shall specify the specific purpose of the meeting with a brief explanation as to why it cannot reasonably wait for a special meeting to be convened and no other business may be addressed at the emergency meeting other than the matters specifically identified in the notice of the emergency meeting.

3.11 Quorum. A majority of the existing trustees shall constitute a quorum for the transaction of business. Except as otherwise required by law (including without limitation the Nonprofit Corporation Act and the Community Association Act), every act or decision done or made by a majority of the trustees present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of trustees, if any action taken is approved by at least a majority of the required quorum of that meeting.

3.12 Waiver of Notice.

(a) The transaction of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though conducted at a meeting duly held after regular call and notice if a quorum is present and if, either before or after the meeting, each of the trustees not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. All such waivers, consents, and approvals shall be filed with the association records and made a part of the minutes of the meeting.

(b) Attendance by a trustee at a meeting shall also constitute a waiver of notice of that meeting, except when the trustee objects, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

3.13 Action Without Meeting. Any action required or permitted to be taken by the Board may be taken without a meeting, if all members of the Board shall collectively and unanimously consent in writing to that action. Such action by unanimous written consent shall have the same force and effect as a unanimous vote of the Board. All such written consents shall be filed with and maintained as part of the Association records.

3.14 Proxies. Every trustee shall have the right to participate in, and vote at, any meeting of trustees either in person or pursuant to a written proxy signed by the trustee and designating another trustee to act and vote on their behalf. A validly executed proxy which does not state that it is irrevocable shall continue in full force and effect unless (i) revoked by the trustee executing it, before the vote pursuant to that proxy, by a writing delivered to the Association stating that the proxy is revoked, or by a subsequent proxy executed by, or attendance at the meeting and voting in person by, the trustee executing the proxy, or (ii) written notice of the death or incapacity of the maker of that proxy is received by the Association before the vote pursuant to that proxy is counted; provided, however, that no trustee proxy shall be valid after the expiration of 30 days from the date of the proxy, unless otherwise expressly stated in the proxy.

3.15 Compensation of Trustees. Each trustee shall serve on a voluntary basis, without compensation. Nevertheless, a trustee shall not be precluded from serving the Association in any other capacity and receiving reasonable compensation therefor. However, any salary or other compensation paid to any trustee for services rendered in any capacity other than as a trustee shall be approved by a majority of the other trustees.

3.16 Open Meetings. Meetings of the Board shall be open to the Owners on the following terms and conditions.

(a) Any Owner, or their representative as designated in writing by the Owner, may attend a Board meeting.

(b) The Board shall only be required to provide notice of upcoming Board meetings to Owners who have previously made a written request to the Board to be notified of future Board meetings and have provided an e-mail to the Board for purposes of such notice (with notice via e-mail being the only notice to be given to requesting Owners). Notice to requesting Owners shall not be required for: (i) any Board meeting that was included in a schedule of Board meetings previously provided to the requesting Owner; or (ii) in the event of an emergency meeting and notice of such emergency meeting is given to directors less than 48 hours before the emergency meeting.

(c) If any trustee is allowed to participate in the Board meeting remotely by means of electronic communication, then Owners shall similarly be notified and allowed the opportunity to participate in the Board meeting remotely by means of electronic communication.

(d) At each Board meeting, Owners shall be provided with a reasonable opportunity to offer comments. The Board may limit such comments to one specific time period during the Board meeting (such as at the beginning of the meeting, the end of the meeting, or any

other time during the meeting, as announced by the presiding officer). The Board may reasonably limit the amount of time each Owner is afforded the opportunity to make comments. Owners shall not otherwise speak during, or otherwise interrupt or interfere with, Board meetings, and any disruptive Owner may be removed from and excluded from further participation in that Board meeting.

- (e) Board meetings may be closed to Owners in order to allow the Board to:
 - (i) Consult with an attorney for the purpose of obtaining legal advice;
 - (ii) Discuss pending or potential litigation, mediation, arbitration, or administrative proceedings;
 - (iii) Discuss a personnel matter;
 - (iv) Discuss a matter relating to contract negotiations, including, without limitation, review of a bid, offer, or proposal;
 - (v) Discuss a matter that involves an individual if the discussion is likely to cause the individual undue embarrassment or violate the individual's reasonable expectation of privacy; or
 - (vi) Discuss a delinquent assessment or fine.
- (f) Actions of the Board pursuant to Section 3.13 are exempt from the provisions of this Section 3.16 regarding open Board meetings.

ARTICLE IV **Committees**

4.01 Creation. From time-to-time, the Board may create a committee or committees for such purposes as the Board may determine. Each such committee shall consist of no less than one trustee who shall serve as the chair of such committee and may also consist of other Persons as determined by the Board.

4.02 Powers. Each committee shall address whatever matter is assigned to it by the Board, and shall report to the Board, unless expressly and specifically directed otherwise by the Board. The Board shall have the power and discretion to accept or reject any recommendation made by a committee.

4.03 Rules and Procedure. A majority of the members of any committee may fix its rules of procedure, subject to the approval of the Board.

ARTICLE V **Officers**

5.01 Officers. The regular officers of the Association shall be a President, a Vice-President, a Secretary, and a Treasurer.

5.02 Subordinate Officers. The Board, in its discretion, may appoint such other officers as the business of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may determine from time-to-time.

5.03 Appointment of Officers. Except as otherwise set forth in these Bylaws, the officers of the Association shall be appointed by, and serve at the will of, the Board.

5.04 Removal. Subject to the rights, if any, of an officer under any written contract of employment, any officer may be removed, either with or without cause, by the Board, at any regular or special meeting of the Board.

5.05 Resignation. Any officer may resign effective upon giving written notice to the Board, unless the notice specifies a later time for the resignation to become effective. Any such resignation is without prejudice to the rights, if any, of the Association under any written contract to which the officer is a party.

5.06 Vacancies in Offices. A vacancy in office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointments to that office.

5.07 President.

- (a) The President shall be a member of the Board.
- (b) The President shall have general supervision, direction, and control of the day-to-day business and operations of the Association, and of the officers of the Association.
- (c) The President, if present, shall preside at all meetings of the Board and Owners.
- (d) The President shall not have the authority to bind the Association or its assets by contract or otherwise, except as specifically authorized in advance by the Board.
- (e) Except as otherwise provided in these Bylaws, the President shall have the general powers and duties of management usually vested in the office of the president of a corporation and shall have such other powers and duties as may be prescribed by the Board from time-to-time.

5.08 Vice-President.

- (a) The Vice-President shall be a member of the Board.
- (b) In the absence of the President, the Vice-President shall preside at meetings of the Board and Owners, and shall have general supervision, direction and control of the day-to-day business and operations of the Association, and of the officers of the Association.
- (c) The Vice-President shall have such other powers and duties as may be prescribed by the Board from time-to-time.

5.09 Secretary.

- (a) The Secretary may, but need not be, a member of the Board.
- (b) The Secretary shall keep, or cause to be kept, at the Association's principal office or such other place as the Board may direct, a book of minutes of all meetings and actions of the Board and Owners, including the time, place and nature of the meetings and actions, how authorized, the notice given, the names of those present at meetings of the Board, the names of

those present and the number of Lots present or represented at meetings of the Owners, and the proceedings thereof.

(c) The Secretary shall give, or cause to be given, notice of all meetings of the Owners and of the Board required to be given by these Bylaws or by law.

(d) The Secretary shall keep, or cause to be kept, at the Association's principal office or such other place as the Board may direct, a current list of all Owners, showing the names of all Owners, their current mailing addresses, their current e-mail addresses (if known), any other available contact information, and the Lot which they own.

(e) The Secretary shall be responsible for preparing and maintaining all other records and information required to be kept by the Association by law, and for authenticating records of the Association.

(f) The Secretary shall have such other powers and duties as may be prescribed by the Association.

5.10 Treasurer.

(a) The Treasurer may, but need not be, a member of the Board. The Treasurer may, but need not be, the same Person as the Secretary.

(b) The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the Association, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and shares.

(c) The Treasurer shall deposit, or cause to be deposited, all monies and other valuables in the name and to the credit of the Association with such depositories as may be designated by the Board.

(d) The Treasurer shall disburse, or cause to be disbursed, the funds of the Association as may be ordered by the Board, shall render to the President and the Board, whenever they request it, an account of all such transactions, and of the financial condition of the Association.

(e) The Treasurer shall have such other powers and duties as may be prescribed by the Board from time-to-time.

5.11 Compensation of Officers. Each officer shall serve on a voluntary basis, without compensation, unless the compensation to an officer has been approved by either a majority of the disinterested trustees or a majority of a quorum of disinterested Owners. Nevertheless, an officer shall be reimbursed for reasonable out-of-pocket expenses incurred by the officer on behalf of or for the benefit of the Association.

ARTICLE VI **General Matters**

6.01 Maintenance and Inspection of Association Records. The books, records, and documents of every kind shall be open to inspection by the trustees and Owners as prescribed by law.

6.02 Financial Statements. Copies of any annual and other periodic financial statements, if any, of the Association shall be kept on file in the principal office of the Association for at least six years following the preparation of such documents.

6.03 Checks, Drafts, Evidences of Indebtedness. All checks, drafts, or other orders for payment of money, notes, or other evidences of indebtedness, issued in the name of or payable by the Association, shall be signed or endorsed by such Person and in such manner as shall be determined by resolution of the Board from time-to-time.

6.04 Contracts and Instruments. Except as otherwise expressly set forth in these Bylaws, the Board may authorize any officer or agent to enter into any contract or execute any instrument in the name of and on behalf of the Association, this authority may be general or confined to specific instances, and unless so authorized or ratified by the Board or within the agency power of an officer, no officer, agent, or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any account.

6.05 Liability Insurance.

(a) The Association, in the discretion of the Board, may purchase and maintain liability insurance on behalf of the Association, or on behalf of a Person who is or was a trustee, officer, employee, fiduciary, or agent of the Association, against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a trustee, officer, employee, fiduciary, or agent, whether or not the Association would have power to indemnify him or her against the same liability under applicable law.

(b) Insurance may be procured from any insurance company designated by the Board, whether the insurance company is formed under the laws of the State of Utah or any other jurisdiction of the United States or elsewhere, including any insurance company in which the Association has an equity or any other interest through stock ownership or otherwise. The amount of such insurance shall be determined by the Board in its discretion.

6.06 Amendments. Amendments to these Bylaws may be made either by the Board or by the Owners provided by law.

6.07 Captions and Pronouns.

(a) Captions are used in these Bylaws for convenience only and are not intended to be used in the construction or in the interpretation of these Bylaws or any provision thereof.

(b) In these Bylaws, whenever the context requires, the masculine, feminine, and neuter genders include the other genders, the singular number includes the plural, and the plural number includes the singular.

{Certificate of Adoption on Following Page}

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CERTIFICATE OF ADOPTION

The undersigned hereby certify that they are the currently acting President and Secretary of Westfield Central Master Owners Association and that the foregoing Bylaws of the Westfield Central Master Owners Association were duly adopted by a majority of the current Board of Trustees and are now in full force and effect.

Dated: February 23, 2023.



Tim Aalders, President



Dwayne A. Vance, Secretary