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Rhonda Francis Summit County Recorder
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By COTTONWOOD TITLE INSURANCE AGENCY, INC.
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**DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS
FOR
THE PARK HOMES
AT
PARK CITY HEIGHTS**

Parcel Nos.:

PCH-1-1 through PCH-1-35, inclusive (for reference purposes only)

**DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS
FOR
THE PARK HOMES
AT
PARK CITY HEIGHTS**

RECITALS

- A. Ivory Development, LLC is the developer and declarant of the Park City Heights master-planned development located in Park City, Utah.
- B. The Development is a master-planned community which includes multiple types of housing and recreational amenities.
- C. The Amended and Restated Master Declaration of Covenants, Conditions, and Restrictions, and Reservations of Easements and Declaration of Consolidation for Park City Heights recorded with the Office of Recorder for Summit County, Utah on April 14, 2017 as Entry No. 01067366, Book 2405, Page 0414 is the operative master declaration for the Development (the "Master Declaration").
- D. The Master Declaration authorizes Declarant's unilateral amendment of the Master Declaration during the Declarant Control Period (defined in the Master Declaration).
- E. Declarant and owners of those particular homes and lots within the Development known as Park Homes desire to allow owners of Park Homes determine their own level of services for the Park Homes and to assume governance responsibilities for the Park Homes separate from the Master Association and in advance of Declarant's completion and sale of all lots within the Development and turnover of governance of the Master Association. Consistent with the rights and authority set forth above, Declarant now desires to establish the Park Homes as a neighborhood sub-association within the Park City Heights.
- F. This Declaration of Covenants, Conditions, and Restrictions for Park Homes at Park City Heights is effective as of the date this instrument is recorded with the Office of Recorder for Summit County, Utah.
- G. The terms and conditions established herein are for the mutual benefit and burden of the Owners, the Sub-Association, and all current and future Owners, Occupants, Lenders and others acquiring any interest in the Park Homes in Park City Heights. The Project and all of the Park Homes therein shall be held, transferred, mortgaged, encumbered, occupied, used, and improved subject to the terms and conditions set forth in this Declaration which shall constitute

equitable servitudes, covenants, and conditions running with the land. By acquiring any interest in a Park Home, such Owner consents to, and agrees to be bound by, each and every term and condition herein.

H. Capitalized terms in this Declaration are defined in Article 1 herein, or in other sections of this Declaration.

NOW, THEREFORE, for the reasons recited above and subject to the provisions below, this Declaration is adopted by Declarant, pursuant to the rights and authority described above.

ARTICLE 1 **DEFINITIONS**

As used herein, unless the context otherwise requires:

- 1.1 “Act” shall mean and refer to the Community Association Act codified beginning at § 57-8a-101, Utah Code.
- 1.2 “Articles” shall mean and refer to any Articles of Incorporation for the Sub-Association or other chartering document of any other legal entity, if any, formed for the Sub-Association.
- 1.3 “Assessment” shall mean and refer to any monetary charge imposed or levied on an Owner and/or a Lot by the Sub-Association, as provided for in this Declaration.
- 1.4 “Bylaws” shall mean and refer to the Bylaws of Park Homes at Park City Heights Homeowners Association.
- 1.5 “City” shall mean and refer to the city of Park City located in Summit County, Utah.
- 1.6 “Common Areas” shall mean and refer to Parcels E, F, K as reflected on the Plat, for which the responsibility to administer and maintain has been assigned to the Sub-Association by the Master Association and Declarant. Such assignment is revocable by the Master Association should the Sub-Association fail to maintain the Common Areas consistent with Community-Wide Standards, as determined by the Master Association, in its sole discretion.
- 1.7 “Common Expenses” shall mean and refer to the actual and estimated costs for: (a) maintenance, management, operation, repair of the Common Areas; (b) management and administration of the Sub-Association, including, but not limited to, compensation paid by the Sub-Association to managers, accountants, attorneys, and other providers of services for the Sub-Association; (c) insurance and bonds required or allowed by this Declaration; (d) the establishment of reserves; (e) other miscellaneous charges incurred by the Sub-Association, as provided for or allowed under the Act or the Governing Documents; and (f) any other expenses of the Sub-Association arising from the operation of the Sub-Association and not otherwise defined or precluded by the Governing Documents or any applicable law.

- 1.8 “Community-Wide Standards” shall mean and refer to the standard of use, conduct, architecture, landscaping, and aesthetic matters generally prevailing in the Development, or, at a minimum, the standards initially established by Declarant and/or described in the Master Declaration.
- 1.9 “Development” shall mean and refer to the Park City Heights master-planned development located in Summit County, Utah, developed by Declarant.
- 1.10 “Development Agreement” shall mean and refer to that certain Amended Development Agreement for Park City Heights Master Planned Community dated October 15, 2014 recorded with the Office of Recorder as Entry No. 01006401, as amended.
- 1.11 “Governing Documents” shall mean and refer to this Declaration, the Bylaws, Rules, any Articles, and any other written instrument by which the Sub-Association may exercise power or manage, maintain, or otherwise affect the Park Homes. The term “Governing Documents” may also include the Master Declaration, the Master Association Bylaws, the Master Association Rules, and the Master Association Articles of Incorporation and the Plat, as context may require or permit.
- 1.12 “Lender” shall mean and refer to a holder of a mortgage or deed of trust on a Park Home.
- 1.13 “Lot” shall mean and refer to any of the separately identified parcels labelled as 1 through 35 on the Plat, which may be independently owned and conveyed, and is intended for development, use and occupancy as a single-family residence. A Lot is included as part of a Park Home, as defined below.
- 1.14 “Board of Directors” or “Board” shall mean and refer to the body with primary authority to manage the affairs of the Sub-Association, which may also be referred to as a Management Committee.
- 1.15 “Manager” shall mean and refer to any Person engaged by the Board to manage the Park Homes.
- 1.16 “Master Association” shall mean and refer to the Park City Heights Master Association (also referred to on the Plat as the ‘Park City Heights Home Owners Association,’ the ‘Homeowners Association,’ and the ‘HOA’).
- 1.17 “Master Association Rules” shall mean and refer to the rules and regulations adopted by the Master Association.
- 1.18 “Master Declaration” shall mean and refer to the Amended and Restated Master Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements and Declaration of Consolidation for Park City Heights, as the same may be amended or supplemented from time to time.
- 1.19 “Occupant” shall mean and refer to a Person or Persons, other than an Owner, in possession of, using, or living in a Park Home within the Project, including, without limitation, family members, tenants, guests, and invitees of an Owner or an Occupant.

- 1.20 “Owner” shall mean and refer to the Person or Persons, who are vested with record title to a Park Home, and whose interest in the Park Home is held (in whole or in part) in fee simple, according to the records of the Office of Recorder for Summit County, Utah. The term “Owners” shall mean and refer to more than one Owner. The terms “Owner” and “Owners” shall not include a mortgagee or trustee for or beneficiary of a deed of trust.
- 1.21 “Person” shall mean and refer to a natural person, corporation, estate, limited liability company, partnership, trustee, association, government, governmental subdivision or agency, or any other legal entity.
- 1.22 “Plat” shall mean and refer to the record of survey maps for the Development, including, specifically, Park City Heights Phase 1 Subdivision plat recorded with the Office of Recorder for Summit County, Utah on November 4, 2014 as Entry No. 1006402, and all recorded amendments and supplements thereto.
- 1.23 “Rules” shall mean and refer to the rules and regulations adopted by the Sub-Association for the Park Homes.
- 1.24 “Sub-Association” shall mean and refer to the Park Homes at Park City Heights Homeowners Association, the membership of which shall be comprised of the owners of the Park Homes which at all times and in all respects shall remain subject to and bound by the authority of the Master Association and the Master Association’s governing documents.
- 1.25 “Park Home” shall mean and refer to any of the attached, single-family dwellings, including the Lot, identified on the Plat as T, which may be independently owned and conveyed, and is intended for development, use and occupancy as a single-family residence. The term “Park Home” does not include any Common Area, common property of the Master Association, or property dedicated to the City or the public. More than one Park Home and/or all Park Homes is referred to “Park Homes”.

ARTICLE 2 **THE PROJECT**

- 2.1 **Nature of the Project.** The Project is comprised of the thirty-five (35) detached, single-family Park Homes, as set forth on the Plat, which are part of the Development. The Project is not a cooperative and is not a condominium.
- 2.2 **Project Name.** The Project is known as the Park Homes at Park City Heights.” Notwithstanding, the name used for the Project on the Plat or by the Master Association may be different than the name identified in this Declaration.
- 2.3 **Registered Agent.** The registered agent of the Sub-Association shall be as provided for in entity filings of the Sub-Association with the Utah Division of Corporations and Commercial Code, if any, and/or with the Utah Department of Commerce Homeowner Associations Registry.

ARTICLE 3
DESCRIPTION OF THE PARK HOMES, COMMON AREAS,
AND ALLOCATED INTERESTS

3.1 The Park Homes

- (a) The distinct Lot number or number that identifies the Park Home on the Plat may or may not be consistent with the mailing address of the Park Home.
- (b) Subject to further specification herein and/or on the Plat, each Park Home generally consists of all structures on or within the boundary of the Lot, including, but not limited to, all interior and exterior walls, wall surfaces, floors, ceilings, roofs, foundations, and fixtures, exterior and interior doors, door jams, windows, garage doors, and all installations related thereto. For all walls and/or fences shared with or abutting another Park Home, the Park Home shall extend to the center of said wall or fence, which shall form the boundary of the Park Homes sharing that wall.
- (c) All pipes, wires, conduits, chutes, flues, ducts, shafts, public utility, water or sewer lines, or any other similar fixtures lying inside the designated vertical boundaries of a Park Home, shall be part of the Park Home. Additionally, any mechanical equipment, systems or other appurtenances located outside of a Park Home, but designated and designed to serve only that Park Home, shall be considered part of the Park Home.
- (d) Variances between the Plat and as-built construction. The original construction shall be the controlling dimension for any Park Home. The original construction shall be the first installation of foundations, framing, wallboard, etc.

3.2 Allocated Interest of Each Park Home in the Total Voting Interest of the Sub-Association and Common Expenses. The voting interests in the Sub-Association and liability for the Common Expenses shall be allocated equally among the Park Homes (the "Allocated Interest"). Any difference in square footage, location, size, value or other aspect of any Park Home shall not be a reason to alter or change any Allocated Interest. The Owner of each Park Home shall be entitled to exercise their voting interest on all matters related to the Sub-Association that Owners are permitted or required to vote or approve, subject to any suspension of voting rights for unpaid Assessments as provided in this Declaration.

3.3 Plat. The Plat and all dimensions, descriptions, and identification of boundaries therein shall be binding on the Project and the Sub-Association. If any conflict exists between the Plat and this Declaration, the Plat shall control, except to the extent provided for on the Plat, or as otherwise provided by the application of controlling law.

ARTICLE 4
ORGANIZATION AND GOVERNANCE OF THE SUB-ASSOCIATION

- 4.1 Organization of Sub-Association. The Sub-Association shall serve as the organizational body for the Owners.
- 4.2 Modifying or Changing the Name of the Project. The name of the Project may be modified or changed pursuant to a lawful amendment to this Declaration and as provided by law.
- 4.3 Legal Organization. The Sub-Association may be organized as a Utah non-profit corporation. In any organization, reorganization, or amendment of any documents related to the legal organization of the Sub-Association, the terms in all such documents to the extent possible under the applicable law, shall be consistent with the terms in this Declaration. The Sub-Association shall remain subject to the jurisdiction and authority of the Master Association and shall remain bound by the Master Association governing documents.
- 4.4 Membership. Membership in the Sub-Association at all times shall be comprised exclusively of the Owners. Each Owner shall be a member of the Sub-Association for so long as such Owner has an ownership interest in a Park Home, and such membership shall automatically terminate when the Owner ceases to have an ownership interest in a Park Home. Upon the transfer of an ownership interest in a Park Home, the new Owner succeeding to such ownership interest shall likewise succeed to such membership in the Sub-Association. If titled ownership to a Park Home is held by more than one Person, the membership appurtenant to that Park Home shall be shared by all such Persons in the same proportional interest and by the same type of tenancy in which title to the Park Home is held.
- 4.5 Availability of Documents. Unless otherwise allowed by law, the Sub-Association shall make available to the Owners copies of the Governing Documents and the corporate records, meeting minutes, books, and financial statements related to the operations of the Sub-Association consistent with the requirements of the Act and §§ 16-6a-1601 through 1603, 16-6a-1605, and 16-6a-1606 of the Utah Revised Nonprofit Corporation Act. Subject to any legal requirements otherwise, the Sub-Association shall make available to Lenders and insurers of any Lender, copies of the Governing Documents and copies of corporate records, meeting minutes, books, and financial statements related to the operations of the Sub-Association within thirty (30) days of receipt of a written request.
- 4.6 Board of Directors. The governing body of the Sub-Association shall be a Board of Directors elected by the Owners as provided in the Bylaws. The Board, in all instances, shall act on behalf of the Sub-Association. Any reference to an act, right, or obligation of the Sub-Association in the Governing Documents may only be exerted or complied with through an action of the Board. Except as may be specifically provided in this Declaration, the Bylaws, Articles, or by applicable law, no Owner or group of Owners other than the Board may direct the actions of the Sub-Association.
- 4.7 Registration with the State. In accordance with Utah Code § 57-8a-105, the Sub-Association shall be registered with the Utah Department of Commerce Homeowner

Associations Registry and shall update its registration to keep any required information current as required by law.

- 4.8 No Estoppel or Reliance on Actions or Authorizations Contrary to Governing Documents. No one may rely upon any authorization (from the Board or anyone else) contrary to the terms of the Governing Documents, regardless of the circumstances under which it is given, and no claim or defense of estoppel or waiver or similar equitable or legal claim or defense may be raised by anyone related to any alleged reliance. It is the responsibility of anyone interacting with, visiting, occupying, or taking title to a Park Home in the Project, to verify that anything that the Sub-Association does, does not do, or authorizes related to the Project or the Sub-Association, is in compliance with the terms of the Governing Documents.

ARTICLE 5

GENERAL RIGHTS AND RESPONSIBILITIES OF THE SUB-ASSOCIATION

- 5.1 Rights and Responsibilities of the Sub-Association. The Sub-Association shall have the following rights and responsibilities in addition to any others set forth in the other Governing Documents or required by law.
- 5.2 Maintenance. The Sub-Association shall make provisions for completing all maintenance, repair, and replacement requirements and obligations of the Sub-Association, including landscape maintenance of landscaped Common Areas. This obligation includes the right to modify, remove fixtures from, add fixtures and structures to, place signs upon, and otherwise modify the Common Area not inconsistent with the Master Association's Governing Documents. The Sub-Association, at its option, may assume responsibility for maintenance and repair of Park Home exteriors and/or yards, or portions thereof.
- 5.3 Snow Removal. The Sub-Association shall be responsible for removal of snow and ice accumulating on sidewalks, paths, and parking areas within the Common Areas.
- 5.4 Setting and Collecting Assessments. The Sub-Association shall establish, collect, and account for Assessments as necessary for the operation of the Project and administration of the Sub-Association.
- 5.5 Paying Common Expenses. The Sub-Association shall provide for the payment of Common Expenses.
- 5.6 Collecting Assessments Owed to Master Association. For the convenience of Owners and unless otherwise determined by resolution of the Master Association, the Sub-Association shall cooperate with the Master Association to facilitate joint collection of Sub-Association Assessments and Master Association assessments from Owners and Owner payment via single Automated Clearing House (ACH) transfer, on such quarterly or monthly basis as may be determined by the Master Association.
- 5.7 Adopting and Enforcing Rules. The Board may adopt Rules for the regulation and operation of the Project. Rules, if adopted, shall be consistently and uniformly enforced. Rules may address any issues affecting the Project and may supplement, clarify, and add

detail to issues or items addressed in the other Governing Documents, so long as the Rules do not contradict the same.

- 5.8 Enforcement Rights. In addition to any other remedies allowed or provided in the Governing Documents for any violation of the Governing Documents, the Sub-Association may: (a) impose fines; (b) collect rents directly from a tenant if an Owner fails to pay Assessments; (c) suspend voting rights; and (d) take any other action or seek any other remedy allowed by the Act or other applicable Utah law.
- 5.9 Hiring Manager and Delegating Responsibilities. The Sub-Association shall hire a Manager to assist the Board in the management and operation of the Project and may delegate its powers and obligations in the Governing Documents to the manager, employees, or other agents, as it deems appropriate; provided, however, that only the Board shall have the right to approve Sub-Association budgets, and regular and special Assessments, and to provide a hearing requested to dispute a fine. Any powers and duties delegated to any Manager or other Person may be revoked by the Board at any time, with or without cause.
- 5.10 Annual Meeting. The Sub-Association shall arrange for, and conduct, an annual meeting of the Owners and shall arrange for, and conduct, such other meetings of the Sub-Association, as shall be properly requested, pursuant to the Governing Documents or required by law.
- 5.11 Payoff Information and Fees. The Sub-Association is specifically authorized to establish a fee for providing payoff information related to the transfer, refinance, or closing of a Park Home. Unless otherwise provided in the Rules and allowed by law, the fee amount shall be \$50.00.
- 5.12 Written Statement of Payment and Fees. The Sub-Association, within ten (10) business days after proper written demand by an Owner or such other Person for whom an Owner has given written permission, shall furnish a written statement or certificate, signed by an officer or authorized agent of the Sub-Association, setting forth whether the Assessments relating to a specified Park Home have been paid and the amount of delinquency, if any. Each written statement or certificate is conclusive in favor of a Person who relies on the written statement in good faith. The Sub-Association is authorized to charge a reasonable fee for issuance of a written statement or certificate of payment. Unless otherwise provided in the Rules and allowed by law, the amount of the fee shall be ten dollars (\$10.00).
- 5.13 Other Necessary Rights. The Sub-Association shall have any other right that is reasonably necessary to carry out the terms of the Governing Documents.

ARTICLE 6
BUDGETS & ASSESSMENTS

- 6.1 Purpose of Assessments. Money collected by the Sub-Association shall be used for the purposes of management, maintenance, care, and operation of the Project, protecting and preserving the value of the Project; promoting the health, safety and welfare of the Owners and quality of life in the Project, and in the furtherance of carrying out or satisfying any other duty or power of the Sub-Association.
- 6.2 Budget and Regular Assessment.
- (a) The Board is authorized and required to adopt a budget for the following fiscal year not later than thirty (30) days prior to the beginning of each fiscal year.
- The budget shall cover the period of the next fiscal year. The budget shall estimate the total Common Expenses to be incurred for the next fiscal year, which shall be broken down into reasonably detailed expense categories. The budget shall include a line item that identifies the amount to be placed into the reserve fund and may include contingencies and other estimates, as the Board deems appropriate.
- (b) The Board shall make available a written copy of the budget to all Owners no later than thirty (30) days after the adoption of the proposed budget or any revised budget.
- (c) The Board shall determine the amount of the regular Assessments to be paid by the Owners of each Park Home by dividing the total budgeted amount for the Common Expense by the total number of Park Homes in the Project.
- 6.3 Payment of Assessments. Unless otherwise established by the Board, and communicated to each Owner, each Owner shall pay to the Sub-Association the Owner's regular annual Assessment on such monthly or quarterly installment basis as the Board or the Manager may determine.
- 6.4 Adjustments to Budget and Regular Assessments. In the event the Board determines that the estimate of total charges for the current fiscal year is, or will become, inadequate to meet all Common Expenses for any reason, it may then revise the budget and each Owner's share of the new budget total based on the Owner's Allocated Interest. Upon notice of the adjustment, and unless modified by the Board, each Owner thereafter shall pay to the Sub-Association the Owner's adjusted regular Assessment.
- 6.5 Personal Obligation for Assessment. Each Owner, by taking title to a Park Home, and regardless of any lien rights or lack thereof, personally covenants and agrees with each other Owner and with the Sub-Association to pay to the Sub-Association any Assessments, as provided for in the Governing Documents. Such Assessment, together with such interest, collection charges, costs and attorneys' fees, shall be the personal obligation of the Owner of such Park Home at the time the Assessment becomes due.

- 6.6 Special Assessments. Subject to any limitations in this Declaration for the particular type of expense, the Sub-Association is expressly authorized to set and collect special Assessments, payable as may be determined by the Sub-Association (in lump sums or over a period of time), to pay for any Common Expenses. Notwithstanding the wording or terms of any notice of special Assessment, a special Assessment shall be deemed assessed, for all purposes, on the date that the payment for the Assessment is due.
- 6.7 Special Assessments to a Particular Park Home. Special Assessments may be levied by the Sub-Association against a particular Park Home and its Owner for:
- (a) Costs incurred in bringing an Owner or Park Home into compliance with the provisions of the Governing Documents;
 - (b) Fines, late fees, collection charges, and interest; and
 - (c) Attorneys' fees, costs and other expenses relating to any of the above.
- 6.8 Acceptance of Materials or Services. In the event the Sub-Association undertakes to provide materials or services that are not otherwise required in the maintenance of the Project which benefits an individual Park Home, and which can be accepted or not by the Park Home's Owner, such Owner, in accepting such materials or services, agrees that the costs thereof may be a special Assessment pertaining to that Park Home, at the discretion of the Board.
- 6.9 Application of Excess Assessments. In the event the amount budgeted to meet Common Expenses for a particular fiscal year proves to be excessive in light of the actual Common Expenses, the Board, in its discretion, may apply the excess to reserves, credit the excess against future Assessments, or refund the excess to the Owners in proportion to the Allocated Interests of each Park Home in the Common Expenses of the Project, as the Board deems appropriate. The decision of the Board shall be binding and conclusive. The Sub-Association shall not be obligated to reduce the amount of Assessments in succeeding years if an excess exists for a prior year.
- 6.10 No Offsets. All Assessments shall be payable at the time and in the amount specified by the Sub-Association, and no offsets against such amount shall be permitted for any reason, including, without limitation, a claim that the Board is not properly exercising its duties and power, a claim in the nature of offset or that the Sub-Association owes the Owner money, or that the Sub-Association is not complying with its obligations as provided for in the Governing Documents.
- 6.11 How Payments Are Applied. Unless otherwise provided for in the Rules, all payments for Assessments shall be applied to the earliest charges first. Owners shall have no right to direct the application of their payments on Assessments or to require application of payments in any specific order, to specific charges, or in specific amounts.

ARTICLE 7
NONPAYMENT OF ASSESSMENTS & JOINT AND SEVERAL LIABILITY OF OWNERS FOR ALL PAST UNPAID ASSESSMENTS

- 7.1 Delinquency. Assessments not paid within the time required shall be delinquent. Whenever an Assessment is delinquent, the Board may, at its option, invoke any or all of the remedies granted in this Article 7. Each Owner, by taking title to a Park Home, vests in the Sub-Association, or its assigns, the right and power to bring actions at law or lien foreclosures against such Owner or Owners for the collection of delinquent Assessments.
- 7.2 Collection Charges and Interest. If the Sub-Association does not otherwise adopt or establish billing and collection procedures in Rules, the following shall apply: The Assessments shall be due within thirty (30) days of invoicing. Payments received after thirty (30) days from invoicing may be charged an initial late fee of ten dollars (\$10.00). Thereafter, additional late fee charges of ten dollars (\$10.00) per month may be added for each month that an Owner's account has an unpaid balance. In addition to late fees, interest shall accrue on all unpaid balances, including unpaid prior attorneys' fees, interest, late fees, and Assessments, at one-and-a-half percent (1.5%) per month. Delinquent accounts may be turned over for collection and may be assessed additional collection charges and attorneys' fees and costs.
- 7.3 Joint and Several Liability for All Past and Presently Accruing Unpaid Assessments. To the extent permitted by law, the Owner, and any future Owners of a Park Home, are jointly and severally liable for all Assessments accruing related to that Park Home prior to, and during the time, that an Owner holds title to a Park Home. An Owner is not liable for any Assessments accruing after they have lawfully transferred the Park Home to another Owner. The recording of a deed to a Person that has not agreed to take ownership of the Park Home shall not be considered a legal conveyance of title. The obligation in this Section 7.3 is separate and distinct from any lien rights associated with the Park Home.
- 7.4 Lien. The Sub-Association has a lien on each Park Home for all Assessments, which include, but are not limited to, late fees, interest, collection charges, attorneys' fees, court costs, and other costs of collection (which shall include all costs, and not be limited by those costs that may be awarded under the Utah Rules of Civil Procedure). This lien shall arise and be perfected as of the date of the recording of this Declaration, and shall have priority over all encumbrances recorded after this Declaration is recorded, unless otherwise limited by law. If an Assessment is payable in installments, the lien is for the full amount of the Assessment from the time the first installment is due, unless the Sub-Association provides otherwise in the notice of Assessment.
- 7.5 Action at Law. The Sub-Association may bring an action to recover a delinquent Assessment personally against the Owner obligated to pay the same. Any attorneys' fees and costs incurred in this effort shall be assessed against the delinquent Owner and the Owner's Park Home, and will be added to the amount in delinquency (plus judgement interest and collection costs, if appropriate).

- 7.6 Foreclosure Sale. The Sub-Association shall have all rights of foreclosure granted by the Act, both judicially and non-judicially. Declarant appoints Melyssa D. Davidson as trustee, who qualifies under Utah Code § 57-1-21(1)(a)(i). Declarant hereby conveys and warrants, pursuant to Utah Code § 57-1-20 and 57-8a-302, to Melyssa D. Davidson, with power of sale, the Park Home, and all improvements to the Park Home, for the purpose of securing payment of Assessments under the terms of the Declaration. The Sub-Association may appoint a qualified successor trustee by executing and recording a substitution of trustee form.
- 7.7 Homestead Waiver. Each Owner, to the extent permitted by law, by taking title to a Park Home, waives, to the extent of any liens created pursuant to this Declaration (whether such liens are now in existence or are created at any time in the future), the benefit of any homestead or exemption provided by Utah law now in effect, or in effect from time to time hereafter.
- 7.8 Attorneys' Fees Incurred as a Result of a Default. In addition to any attorneys' fees and costs provided for herein, the Sub-Association shall be entitled to recover all reasonable attorney fees and costs incurred as a result of an Owner's failure to timely pay Assessments, including, but not limited to, attorneys' fees and costs incurred to: (a) obtain advice about a default; (b) collect unpaid Assessments; (c) file lawsuits or other legal proceedings related to a default in an effort to collect unpaid Assessments; (d) file pleadings, notices, objections, and proofs of claim in any bankruptcy proceeding; (e) examine the debtor or others related to collections; (f) monitor any bankruptcy proceedings, including, but not limited to, regular monitoring of an Owner's progress in a chapter 13 plan for the duration of the plan; (g) file relief from stay motions, objections, or other adversary proceedings in bankruptcy and all related activities; and (h) foreclose a lien, secure lien rights, or prepare any notice of lien. This provision is to be construed broadly to permit the Sub-Association to recover any reasonable fees and costs in any way related to an Owner's default in the payment of Assessments and the ultimate collection of those Assessments.
- 7.9 Sub-Association Responsibility after Foreclosure. If the Sub-Association takes title to a Park Home pursuant to a foreclosure (judicial or non-judicial), the Sub-Association shall not be bound by any of the provisions herein related to the Park Home that are otherwise applicable to any other Owner, including, but not limited to, obligations to pay Assessments.

ARTICLE 8
GENERAL RESPONSIBILITIES OF OWNERS

- 8.1 Responsibilities of Owners. Each Owner shall have the following responsibilities in addition to any others set forth in the Governing Documents or provided by law.
- 8.2 Maintenance of the Park Home. Except to the extent that maintenance, repair, and upkeep of Park Home exteriors has been assumed by the Sub-Association, each Owner shall be responsible to maintain their Park Home in an attractive, neat, clean, usable, safe, and sanitary condition, in accordance with the Community-Wide Standards. This obligation shall include, without limitation, maintenance, repair and/or replacement of all structural elements, fixtures, lines, pipes, equipment, systems, and other improvements within the

boundary of the Park Home, as well as all mechanical equipment, systems, lines, pipes, or other appurtenances located outside of the Owner's Park Home but serving only that Park Home.

- 8.3 Sub-Association May Assume Maintenance Obligation and Specially Assess Costs for Same. Notwithstanding anything to the contrary in Sections 8.2 above, to maintain Community-Wide Standards, the Project's design, and to protect and preserve the property values within the Project, the Sub-Association, from time to time, in the Board's discretion, may undertake any of the maintenance, repair, or replacement obligations for the Park Home exteriors and/or yards and may assess the cost for such to the Owners.
- 8.4 Snow Removal. Each Owner shall be responsible for the removal of ice and snow from their Park Home including landings, porches, steps and walkways on the Owner's Lot.
- 8.5 Prior Authorization from Board Required for Maintenance, Repair and Replacement of Park Home Exterior. Notwithstanding anything in this Article 8 to the contrary, all maintenance, repairs and replacements affecting the Park Home exterior, the overall appearance of the Project, or the appearance or the structural integrity of any common element or system, shall require prior written approval of the Board to ensure quality of construction, and adherence to Community-Wide Standards. No Owner shall allow their Park Home to detract from the appearance and design of the Project, or the health, safety, and use and enjoyment of the Sub-Association members.

ARTICLE 9 **RIGHT TO USE COMMON AREAS**

- 9.1 Rights and Nonexclusive License to Use Common Areas.
- (a) Subject to all other terms of the Governing Documents, each Owner shall have the right and a nonexclusive license for use and enjoyment of the Common Areas, and the right and nonexclusive license for the use and enjoyment of the Benefitted Common Area to which that Owner's Park Home has been assigned, if any, subject to any restrictions related to such use. Such rights and nonexclusive license shall be appurtenant to, and shall pass with title to, each Park Home, and in no event shall such appurtenant rights be separated therefrom. Authorized Occupants shall have the same access and use rights to the Common Areas as the Owner whose Park Home the Occupant is occupying. All such rights shall be subject to any Rules established by the Board.
- (b) The Sub-Association shall have nonexclusive easements with the right of access over and across each Lot to make inspections, to prevent or mitigate damage to Common Areas to maintain, repair, and/or replace or effectuate the restoration of the Common Areas and any other property or improvements for which the Sub-Association is responsible for maintaining which are accessible from such Lot. The Sub-Association shall have a nonexclusive right to grant permits, licenses, and easements upon, across, over, under, and through the Common Areas for purposes necessary for the proper operation of the Project.

- 9.2 Easements for Party Walls and Fences. If any party wall encroaches upon an adjacent Lot as a result of the manner in which it was constructed, or due to settling or shifting, a valid easement for encroachment, and for maintenance of such encroachment, shall exist for the life of the improvement or structure. For every party wall, each Owner grants to the adjoining Park Home Owner who shares the party wall or fence, an easement over and upon the Owner's Park Home for the purpose of maintaining the party wall and for carrying out the other obligations set forth in this Declaration. By taking title to a Park Home, each Owner hereby covenants and agrees not to do anything that will hinder, delay or limit the maintenance of the party wall and the performance of the Sub-Association's obligations under this Declaration.
- 9.3 Utilities. Easements and rights-of-way over the Project for the installation and maintenance of electricity lines, water lines, gas lines, sanitary sewer lines, drainage facilities, telecommunication fixtures and equipment, utility fixtures and equipment, and such lines, fixtures, or equipment needed or determined by the Board to be helpful in serving the Project, Park Homes, or Park Home Owners in the Project are hereby reserved to the Sub-Association, together with the right to grant, alter, and transfer the same; provided, however, such easements and rights-of-way shall not unreasonably interfere with the use of the Common Areas and the Park Homes by the Owners or Occupants. Each Owner, in taking title to a Park Home, consents to such easements and rights-of-way, and authorizes and appoints the Sub-Association as attorney-in-fact for such Owner to execute any and all instruments conveying or creating such easements or rights-of-way. Such Owner, and those claiming by, through, or under an Owner, agree to execute, promptly, all such documents and instruments and to do such other things as may be necessary or convenient to effect the same, at the request of the Sub-Association. However, no easement can be granted pursuant to this paragraph if it would permanently and materially interfere with the use, occupancy, or enjoyment by any Owner of such Owner's Park Home.
- 9.4 Easements for Encroachments. If any portion of the Common Areas or any Project improvements encroaches upon any Park Home, or if any Park Home encroaches upon any other Park Home or the Common Areas as a result of the manner in which such improvements are constructed, or due to settling, shifting, alteration, replacement, repair or restoration by Declarant or the Sub-Association, a valid easement for encroachment, and maintenance of such encroachment, shall exist for the life of the improvement or structure.

ARTICLE 10
USE LIMITATIONS AND CONDITIONS

- 10.1 Nuisance. No noxious or offensive activity shall be carried on any Lot or elsewhere within the Project, nor shall any activity that might be, or become, an annoyance or nuisance to the Owners or Occupants, be permitted to interfere with their rights of quiet enjoyment, or increase the rate of any insurance, or decrease the value of the Park Homes. No Owner or Occupant shall engage in activity within the Project in violation of any law, ordinance, statute, rule or regulation of any local, City, county, state, or federal body. Any violation of this Section 10.1 or any other provision of the Governing Documents may be deemed a Nuisance.

- 10.2 No Unsightly Items. All rubbish, debris, unsightly materials, or similar objects of any kind, shall be regularly removed from Park Homes, and shall not be allowed to accumulate therein or thereon. Refuse containers, and machinery and equipment not a part of the Park Homes, shall be prohibited on the Park Home, unless contained within the Park Home's garage or otherwise obscured from view of neighboring Park Homes and Common Areas. Trash and garbage shall be properly and promptly disposed.
- 10.3 Restrictions on Business Conducted from a Park Home. No trade or business may be conducted in or from any Park Home unless:
- (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell, from any other Park Home, or the Common Areas;
 - (b) the business activity conforms to all zoning and legal requirements for the Project and the business activity;
 - (c) the business activity does not involve solicitation of Occupants or Owners of the Project or any other residents in the Master Association;
 - (d) the business activity does not create parking issues or increased vehicle traffic in the Project from clients, customers, vendors, service providers, or other individuals coming into the Project, who do not reside in the Project, as determined by the Board, in its sole discretion.
 - (e) the business activity is consistent with the residential character of the Project and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other Owners and Occupants of the Project;
 - (f) the business activity is disclosed to the Board before business is commenced, and a description of the business activity provided, together with a statement of the amount of space required in the Park Home for such activity and a description of any impact on the Project;
 - (g) the business activity will not result in the increase of the cost of any of the Sub-Association's insurance;
 - (h) the Owner of the Park Home resides in the Park Home in which the business activity is proposed for the entire time any business activity is conducted; and
 - (i) the Board's ongoing requests for information related to the business, as necessary to determine compliance with this paragraph, are responded to fully and completely.
- 10.5 Restrictions on Leasing and Non-Owner Occupancy. Park Homes are subject to that certain Deed Restriction to Protect the Affordability and Sustainability of Affordable Homes at

Park City Heights, recorded with the Office of Recorder for Summit County, Utah on February 2, 2015 as Entry No. 1012050, as amended. Unless specifically authorized by the City, in a writing, deed restricted Park Homes shall be Owner-occupied. No Park Home may be leased or rented without prior written approval of the City.

ARTICLE 11 INSURANCE

- 11.1 Insurance Requirement of the Sub-Association. It is the intent of this Declaration to subject the Project to the provisions of the Act governing insurance. The Sub-Association shall obtain and maintain such insurance as required by § 57-8a-402 of the Act, including, specifically, comprehensive general liability insurance covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Areas in an amount determined by the Board, in its discretion, but in no event less than \$1,000,000.
- 11.2 Director's and Officer's Insurance. In addition to the property and liability insurance required under Section 11.1 above, the Sub-Association shall obtain Directors' and Officers' liability insurance protecting the Board, the officers of the Sub-Association, and the Sub-Association, against claims of wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, failure to enforce the Governing Documents, and breach of contract (if available). This policy shall: (a) include coverage for volunteers and employees; (b) include coverage for monetary and non-monetary claims; (c) provide for the coverage of claims made under any fair housing law, or similar state or federal statute, or that are based on any form of discrimination or civil rights claims; and (d) provide coverage for defamation. In the discretion of the Board, the policy may also include coverage for any Manager, and any employees of the Manager, and may provide that such coverage is secondary to any other policy that covers the Manager, or any employees of the Manager.
- 11.3 Other and Further Insurance. The Sub-Association may obtain insurance that provides more or additional coverage than the insurance required in this Declaration, as the Board shall determine from time to time to be appropriate to protect the Sub-Association and/or the Owners. Different policies may be obtained from different insurance carriers and standalone policies may be purchased instead of or in addition to embedded, included coverage, or endorsements to other policies.
- 11.4 Certificates of Insurance. Certificates of Insurance shall be made available to an Owner upon written request consistent with the Act and to Lenders upon written request within 30 days.

ARTICLE 12 AMENDMENT

- 12.1 General Amendment Requirements. This Declaration may be amended only by an instrument, in writing, approved by Owners holding at least sixty-seven percent (67%) of the total voting interests of the Sub-Association. The right to amend shall be broadly

construed to permit any change to the rights, restrictions, obligations, and other terms in the Declaration not inconsistent with the governing documents of the Master Association.

- 12.2 Execution and Effective Date of Amendments. An amendment that has been adopted as provided in Section 12.1 shall be executed by the president of the Sub-Association, and the secretary of the Sub-Association shall certify that the amendment has been approved and that the procedures and requirements necessary to amend the Declaration have been complied with. The amendment shall be effective when it is recorded in the office of the Office of Recorder for Summit County, Utah.

ARTICLE 13 MISCELLANEOUS

- 13.1 Enforcement. The Sub-Association and each Owner shall have the right to enforce, by proceedings at law or in equity, each and every provision of the Sub-Association's Governing Documents, including the right to prevent the violation of any such provision and the right to recover damages and other sums for such violation.
- 13.2 Cumulative Remedies. All rights, options, and remedies of the Sub-Association and the Owners in the Governing Documents are cumulative, and none shall be exclusive of any other. The Sub-Association and the Owners shall have the right to pursue any one, or all, of such rights, options and remedies, or any other remedy or relief that may be provided by law; simultaneously, consecutively, or alternatively.
- 13.3 Attorneys' Fees and Cost. In any action to interpret or enforce the Governing Documents, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.
- 13.4 Consent, Power of Attorney, Waiver. By taking title to a Park Home, each Owner and consents to the rights reserved to the Sub-Association in this Declaration, including, but not limited to, the right to prepare, execute, file, process, and record necessary and appropriate documents and other items to establish and grant easements, and to make necessary and appropriate amendments of this Declaration. By such acceptance, each Owner agrees to execute all documents and to do all other things as may be necessary or convenient to affect the same. Such acceptance shall be deemed an appointment of the Sub-Association, with full right of substitution, as the attorney-in-fact of such Owner or Occupant to execute such documents and to do such things on such Owner's or Occupant's behalf. Such appointment, being coupled with an interest, shall be irrevocable for the specific period of the Sub-Association's reserved rights as set forth in this Declaration, and shall not be affected by the disability of any such Owner or Occupant.
- 13.5 Security. The Sub-Association shall not be considered an insurer, guarantor, or provider of security from criminal conduct within or relating to the Project. Neither the Sub-Association nor any Board member shall be liable for any loss or damage by reason of criminal conduct within or related to the Project, including any failure to provide security or any ineffectiveness of any security measures undertaken. By taking title to a Park Home and/or residing in the Project, Owners and Occupants agree that neither the Sub-Association nor the Board are insurers of the safety or well-being of Owners or Occupants, or of their personal property as it relates to criminal conduct within the Project, and that

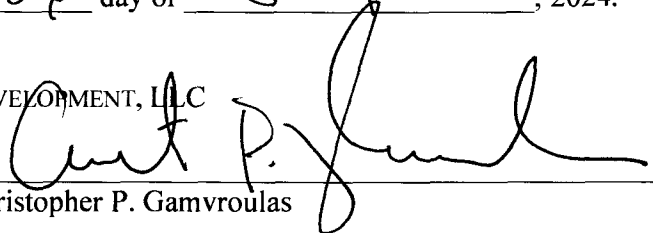
each Owner or Occupant specifically waives any such claim and assumes all risks for loss or damage to Persons or property resulting from criminal conduct, to the extent any such damages are not covered by insurance.

- 13.6 Reasonable Fair Housing Accommodations. Notwithstanding anything to the contrary in this Declaration, the Sub-Association, upon receipt of a written opinion from its counsel that such action is required, may make or permit reasonable accommodations or modifications within the Project that are otherwise prohibited by the Governing Documents, as may be required under Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act) as amended, to accommodate an Owner or Occupant with a disability (as defined by federal or state law at the time the accommodation is requested). Reasonable accommodations or modifications may include modifications to a Park Home, the Common Areas, or deviations from a provision of the Governing Documents. Any such modification and accommodation made under this section shall not act as a waiver of the provisions of the Governing Documents with regard to anyone else.
- 13.7 Conflicting Provisions. In the case of any conflict between Utah law and any of the Governing Documents, the order of priority from the highest to the lowest shall be Utah law, the Plat, this Declaration, the Bylaws, the Articles, and then the Rules. If there is a conflict between any governing document of the Sub-Association and any governing document of the Master Association, the Master Association's governing documents shall control.
- 13.8 Severability. Invalidation of any portion of this Declaration, by judgment or court order, shall in no way affect any other portion of this Declaration, all of which shall remain in full force and effect.
- 13.9 Construction and Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purposes. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. To the extent permitted by law, the provisions of the Governing Documents shall not be interpreted for, or against, or strictly for or against, the Sub-Association, any Owner, or any other Person, subject to their term. Whenever the context of the Governing Documents requires, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and the neuter, and vice versa.

Dated this 26TH day of July, 2024.

IVORY DEVELOPMENT, LLC

By:

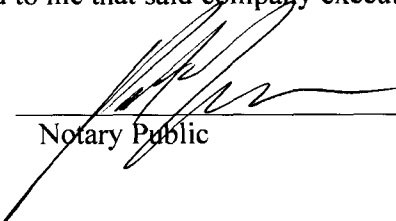

Christopher P. Gamvroulas

Its: President

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On this 26TH, day of JULY, 2024, personally appeared before me, Christopher P. Gamvroulas, whose identity is personally known to me, (proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is the president of Ivory Development, LLC and that said document was signed by him, on behalf of said Corporation with all necessary authority, and acknowledged to me that said company executed the same.





Notary Public

EXHIBIT A

LEGAL DESCRIPTION

Lots 1 through 35, inclusive, as shown on the official Park City Heights Phase 1 Subdivision final plat on file and of record in the Office of the Recorder for Summit County, Utah and recorded on November 4, 2014 as Entry No. 1006402, and all appurtenant Common Areas as shown thereon (as said Plat heretofore may have been amended or supplemented).

- PCH-1-1
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- PCH-1-34
- PCH-1-35

EXHIBIT B

BYLAWS

OF THE

PARK HOMES AT PARK CITY HEIGHTS HOMEOWNERS ASSOCIATION

Consistent with § 57-8a-216 of the Act, the Declarant has established and adopted these bylaws as the Bylaws of the Park Homes at Park City Heights Homeowners Association (the “Sub-Association”).

ARTICLE I DEFINITIONS

- 1.1. Definitions. Unless otherwise defined herein, capitalized terms in these Bylaws are defined in the Declaration of Covenants, Conditions, and Restrictions for Park Homes at Park City Heights (“the Declaration”) shall have the same defined meanings when used in these Bylaws.

ARTICLE II SUB-ASSOCIATION MEMBERS

- 2.1. Annual Meetings. An annual meeting of the Owners shall be held no less than once each calendar year. The date, time, and location of the annual meeting shall be determined by the Board in its discretion. The annual meeting shall be held for the purpose of electing members to the Board, review of the annual budget promulgated by the Board, and transaction such other business as may properly come before the Owners.
- 2.2. Special Meetings. Special meetings of the Owners may be called by the Board, the President, or upon the written request of Owners holding not less than twenty-five percent (25%) of the total votes of the Sub-Association.
- 2.3. Place of Meetings, Use of Teleconferencing and Video Conferencing. The Board may designate the office of the Manager or any place within the City as the place of meeting for any annual or special meeting. Alternatively, meetings may be held telephonically or via video conferencing (e.g., Skype, Zoom, FaceTime), provided meeting participants are able to hear and communicate with each other in real time.
- 2.4. Notice of Meetings. The Board shall cause written notice of the time and place, and, in the case of a special meeting, the purpose, for all meetings of the Owners (whether annual or special) to be delivered, not more than sixty (60) or less than ten (10) days prior to the meeting. Notices may be given via email or other electronic means unless otherwise provided by law.
- 2.5. Quorum. Those Owners and the holders of proxies entitled to cast votes present at an annual or special meeting shall constitute a quorum for the transaction of business.

- 2.6. Voting. With respect to each matter submitted to a vote of the Owners, each Owner entitled to vote at the meeting shall have the right to cast, in person or by proxy, one (1) vote for each Unit of such Owner, provided such Owner is current on all Assessments. The exercise of an Owner's voting right may be restricted by the Board if the Owner is delinquent on their Assessment obligation. The affirmative vote of a majority of the votes entitled to be cast by the Owners present or represented by proxy at a meeting shall be necessary for the adoption of any matter voted on by the Owners, unless a greater proportion is required by these Bylaws, the Declaration, the Act, or the Utah Revised Nonprofit Corporations Act, Utah Code §§ 16-6a-101 et seq. (the "Nonprofit Act"). When a Unit is jointly owned, any joint Owner may exercise the vote for such Unit on behalf of all joint Owners of the Unit. In the event of two conflicting votes by joint Owners of one Unit, no vote shall be counted for that Unit. The Sub-Association may utilize email and electronic voting and ballots to the fullest extent permitted by law.
- 2.7. Ballots and Written Consent. The Sub-Association may utilize written consents and/or ballots consistent with the requirements of the Nonprofit Act. The Sub-Association may utilize electronic signatures, electronic consent, electronic ballots, and email to the fullest extent permitted by law.
- 2.8. Waiver of Irregularities. All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting, form of proxies, and method of ascertaining the Owners present shall be deemed waived if no objection thereto is made at the meeting.

ARTICLE III BOARD OF DIRECTORS

- 3.1. Number, Tenure, Qualifications, and Election. The Board shall be composed of three (3) individuals. To be eligible to serve on the Board, an individual must be: (1) at least 18 years old; (2) an Owner, or the spouse of an Owner, or, if such Owner is a corporation, estate, limited liability company, partnership, trust, or other legal entity, an individual must be an officer, principle, shareholder, partner, member, manager, trustee, or beneficiary of such entity under applicable law, as the case may be (*i.e.*, an authorized representative of the entity); and (3) current on Assessments. Board Members shall serve staggered terms of three (3) years; provided, however, that the initial Board shall determine between themselves who shall serve a one-year term and a two-year term so as to create staggered terms for Board Members going forward. Upon election to the Board, a Board Member shall promptly provide such personal identifying information ("PII") as may be required for compliance with the federal Corporate Transparency Act (the "CTA"). Failure to promptly provide required PII shall immediately and automatically disqualify from service on the Board.
- 3.2. Board Meetings. The Board shall hold at least one (1) regular meetings during the calendar year and may hold other regular meetings as the Board may determine, at its discretion. Consistent with § 57-8a-226 of the Act, Owners may attend regular Board meetings and

may be present for all discussion, deliberation, and decisions except when the Board is in executive session.

- 3.3. Special Meetings. Special meetings of the Board may be called by or at the request of any two Board Members or the President. Notice of any special meeting shall be given at least 48 hours prior thereto to each Board Member. Except as provided by law, no notice of special meetings is required to be provided to Owners, although any Owner may attend a special meeting if the Owner appears at the physical location of the meeting in person.
- 3.4. Quorum and Manner of Acting. A majority of the Board Members shall constitute a quorum for the transaction of business at any meeting of the Board. The act of a majority of the Board Members presents at any meeting at which a quorum is present and for which proper notice was provided to the Board Members shall be the act of the Board. The Board Members shall act only as a Board, and individual Members shall have no powers as such.
- 3.5. Place and Notice of Meetings. The Board may designate the office of the Manager or any place within the City as the place of meeting for any regular or special meeting. Alternatively, meetings may be held telephonically or via video conferencing (e.g., Skype, Zoom, FaceTime), provided meeting participants are able to hear and communicate with each other in real time. Consistent with § 16-6a-81, regular meetings of the Board may be held without notice of the date, time, place or purpose of the meeting. Special meetings of the Board shall require at least two (2) days' notice of the date, time, and place. Notice of the purpose of the special meeting shall not be required.
- 3.6. Action Without a Meeting. Any action that is required or permitted to be taken at a meeting of the Board may be taken without a meeting pursuant to § 16-6a-813 of the Nonprofit Act.
- 3.7. Removal. A Board Member may be removed with or without cause by a majority vote of the Owners at a special meeting called for that purpose. Any Board Member who fails to promptly provide PII shall be deemed immediately and automatically removed from the Board.
- 3.8. Vacancies. If vacancies shall occur in the Board by any reason other than removal by the Owners, the Board Members then in office shall continue to act, and such vacancies shall be filled by a vote of the Board Members then in office, even though less than a quorum may be available. Any vacancy in the Board occurring by reason of automatic removal for failure to provide PII required under the CTA may be filled by the remaining Board Members. Any other vacancy in the Board occurring by reason of removal of a Board Member by the Owners may be filled by election by the Owners at the meeting at which such Board Member is removed. Any Board Member elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his/her/their predecessor.
- 3.9. Compensation. No Board Member shall receive compensation for any services that he/she may render to the Sub-Association as a Board Member; provided, however, that a Board Member may be reimbursed for expenses incurred in the performance of his/her duties as a to the extent such expenses are unanimously approved by the Board.

ARTICLE IV
OFFICERS

- 4.1. Officers. The officers of the Sub-Association shall be a president or chairperson (the "President"), the secretary (the "Secretary") and the treasurer (the "Treasurer").
- 4.2. Election, Tenure, and Qualifications. The officers of the Sub-Association shall be chosen by the Board annually at a meeting of the Board. Each such officer shall hold such office until a successor has been elected or until such officer's death, resignation, disqualification, or removal, whichever first occurs. A Board Member may hold more than one office, except the President shall not also serve as the Secretary. All officers must be Board Members during the entire term of their respective offices.
- 4.3. Subordinate Officers. The Board may from time to time appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Board may from time to time determine. Subordinate officers need not be members of the Sub-Association.
- 4.4. Resignation and Removal. Any officer may resign at any time by delivering a written resignation to any Board Member or to the Manager. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed and replaced by the Board at any time, with or without cause.
- 4.5. Vacancies and Newly Created Offices. If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification, or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by the Board at any regular or special meeting. During the time that any office is vacant, and no other officer is available to perform the duties of that office as required below, the Board shall ensure that the duties and responsibilities of the office are performed.
- 4.6. The President. The President shall be the chief executive officer of the Sub-Association and shall exercise general supervision over its property and affairs. The President shall sign on behalf of the Sub-Association all contracts, conveyances, and other instruments and shall do and perform all acts and things which the Board of Directors may require or may delegate to the President.
- 4.7. The Secretary. The Secretary shall keep the minutes of the Sub-Association and shall maintain such books and records as these Bylaws, the Declaration, the law, or any resolution of the Board may require such person to keep. The Secretary shall perform such other duties as required by the Board.
- 4.8. The Treasurer. The Treasurer shall have the custody and control of the funds of the Sub-Association, subject to the action of the Board, and when requested by the President, shall report the state of the finances of the Association at each meeting of the Owners and at any

meeting of the Board. The Treasurer shall perform such other duties as required by the Board.

- 4.9. Compensation. No officer shall receive compensation for any services rendered to the Sub-Association as an officer; provided, however, that an officer may be reimbursed for expenses incurred in performance of such duties as an officer to the extent such expenses are approved by the Board.

ARTICLE V INDEMNIFICATION

- 5.1. Indemnification. Each Board Member and Officer now or hereafter serving as such, shall be indemnified by the Sub-Association against any and all claims and liabilities to which they have or may become subject by reason of serving or having served as such Board Member or Officer, or by reason of any action alleged to have been taken, omitted, or neglected by him or her as such Board Member or Officer; and the Sub-Association on shall reimburse each such person for all legal expenses reasonably incurred by them in connection with any such claim or liability, provided, however, that no Board Member or Officer shall be indemnified against, or be reimbursed for any expense incurred in connection with, any claim or liability arising out of any criminal action, willful misconduct or gross negligence.
- 5.2. Determination of Indemnifiable Amount. The amount paid for indemnification shall not exceed the indemnified Board Member or Officer's actual, reasonable, and necessary expenses incurred in connection with the matter involved, and such additional amount as may be fixed by a committee of not less than three (3) nor more than five (5) persons selected by the Board of Directors who may or may not be Members and any determination so made shall be binding on the indemnified Officer or Board Member.
- 5.3. State Law. The right of indemnification provided for shall not be exclusive of any rights to which any Officer or Board Member of the Sub-Association may otherwise be entitled by then Utah law.

ARTICLE VI AMENDMENTS AND CONFLICTS

- 6.1. Amendments. Except as otherwise provided by law, by the Declaration or by these Bylaws, these Bylaws may be amended with the affirmative vote of a majority of the Board. No amendment shall be effective unless and until a written instrument setting forth (a) the amendment; (b) the number of votes cast in favor of such action; and (c) shall have been executed and verified by the current President and Secretary and recorded in the official records of the Sub-Association and with the Office of Recorder for Summit County, Utah.
- 6.2. Conflicts with Declaration. In the event of any conflict between the provisions of these Bylaws and the Declaration, the provisions of the Declaration shall control.