

RESTATED SUPPLEMENTAL DECLARATION OF COVENANTS , CONDITIONS, AND RESTRICTIONS

OF

Callie Collyer  
175 W. Carrick Dr.  
Salt Lake City, UT  
84115

HUNTLY MANOR HOMEOWNERS ASSOCIATION

Including Restated Bylaws

RECITALS

- A. Huntly Manor Subdivision, is a planned unit development located in the city of South Salt Lake, Salt Lake County, Utah.
- B. Huntly Manor was originally governed by the Huntly Manor Homeowner’s Association, Inc. Declaration of Covenants, Conditions and Restrictions recorded in the Salt Lake County, Utah, Recorder’s Office on June 2, 2008 in Plat Book 2008P, p. 106. The original declaration was amended by an amendment recorded in the Salt Lake County Recorder’s Office on January 14, 2009 in Book 9614, pages 63-90 et.seq. and by an amendment recorded in the Salt Lake County Recorder’s Office on January 23, 2009 as Entry 10445035, Book 9614, Pages 63-90.
- C. This restated Declaration and Bylaws replaces the Original Declaration and Original Bylaws and their amendments, in their entirety:
- D. All owners, guests, invitees and residents shall abide by the provisions of this Declaration’
- E. To provide for the benefit of the Owners, the preservation of the value and amenities in the Community and the maintenance of certain reserved open spaces and common areas.

ARTICLE 1

DEFINITIONS

The following words when used in this Declaration shall have the following meanings:

- 1.1 “Association” shall mean and refer to the Huntly Manor Homeowners Association, Inc.
- 1.2 “Association Dues” means charges levied against owners to pay for regular, common expenses and planned funding for the Reserve Account.
- 1.3 “Board” means the Board of Directors. The Board governs the business and affairs of the Association.
- 1.4 “Bylaws” mean the bylaws of the Association, as amended or restated from time to time. The Bylaws are attached to this document as Exhibit “C”.
- 1.5 “Common Areas” shall mean and refer to those areas of land, designated on the Plat as “Common Areas”, intended to be devoted to the common use and enjoyment of the owners/tenants and their guests. This includes private streets, detention facilities, sewer lift stations, parking spaces (including covered parking) and any other property not conveyed to owners.
- 1.6 “Declaration” means this document, as amended, annexed, supplemented, or restated from time to time.
- 1.7 “Director” means a member of the Board.
- 1.8 “Governing Documents” means the Declaration, Bylaws, Map, and Rules and Regulations.
- 1.9 “Map” means the plat map for Huntly Manor as recorded at the Utah County Recorder’s office.

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 ADAM GARDINER  
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 CALLIE COLLYER  
 175 W CARRICK DR.  
 SALT LAKE CITY UT 84115  
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- 1.10 "Owner" means the owner of a townhouse and the associated lot.
- 1.11 "Project" means all the property shown on the Map. The Project includes the land, buildings, easements, rights, etc. associated with the Project.
- 1.12 "Resident" means any person living or staying in the Project. Residents include owners, tenants, family members of owners and tenants, and guests staying more than a week.
- 1.13 "Special assessment" means charges levied against owners for the purpose or defraying in whole or in part the cost of any budget shortfalls, or the construction, reconstruction, maintenance, repair, or replacement of the Common Areas or any areas for which the Association is responsible for maintenance.

**ARTICLE II**  
**COVENANTS, CONDITIONS AND RESTRICTIONS**

**2.1 ADMINISTRATION:** ARCHITECTURAL REVIEW COMMITTEE: The Architectural Review Committee that shall be appointed by the Board of Directors of the Association shall have all the rights, powers and duties granted to it pursuant to this Declaration. The Committee shall at all times be comprised of at least three (3) members. At any time, or from time to time, the members of the Committee may be replaced for any reason (including death, resignation or relocation) with other individuals selected by the Board. All questions or issues addressed by the Committee shall be decided by a majority of the Committee. All decisions made by the Committee shall be binding upon the Owners of Huntly Manor unless appealed to the Board in writing within 30 days for a decision. The Committee shall have the right to develop architectural design criteria, "Design Guidelines", that shall be made available to Owners upon request.

**2.2 ARCHITECTURAL REVIEW:**

(a.) No structure or alterations or additions to the exterior of any townhouse, patio or storage facility shall occur without the prior approval of the Committee. Proposed changes shall be submitted in duplicate and shall include a description of the proposed change including appropriate dimensions, shape, color scheme, if any, licensed contractors to complete the change and a construction schedule. Work cannot begin until the approval from the Committee and after obtaining any necessary permits or required approvals from local government entities.

(b.) The Architectural Committee shall review such requests based on conformity with this Declaration, applicable law and the Design Guidelines, if any, and conformity and harmony with the exterior design and appearance of the Huntly Manor Development.

(c.) Proposed changes shall be submitted by registered or certified mail or in person to the Board President. The Committee approval or disapproval shall be provided in writing within 60 calendar days or the request shall be considered approved. Approved changes must commence within 6 months of approval and be completed within twelve (12) months.

(d) If any structure is altered or erected on any Lot, other than with accordance with approved plans and specifications, such action shall be deemed to be a violation of the provisions of this Declaration. After

the Committee gives written notice to the owner of the violation, the owner will have thirty (30) days to take reasonable steps to resolve the violation. If such action is not timely, any agent of the Association may enter upon such Lot and take such steps as are reasonably necessary to eliminate the violation. The owner will be liable for any associated costs. Failure to pay such costs within 15 days (or to make satisfactory arrangements for paying such costs) will result in a lien being placed on the designated lot/townhouse.

### **2.3 PROPERTY RIGHTS AND USES:**

(a) Land Use: Except as otherwise noted, townhouses shall be used for private and residential purposes only. No industry, business, trade or profession of any kind, whether or not for profit, shall be conducted or permitted in any townhouse except a portion of a townhouse may be used as an office or studio, provided that (i) the person using such office or studio actually resides in the townhouse, (ii) such office or studio is operated in full compliance with all applicable zoning and other laws, (iii) the operation of such office or studio does not involve the employment of any more than one (1) non-resident employee, (iv) the person owning such townhouse has obtained the prior written approval of the Architectural Review Committee, and (v) such office or studio does not occupy more than twenty-five percent (25%) of the total floor area of the townhouse.

(b) Right of Entry: The Association and any persons authorized by the Association may at any reasonable time, and from time to time at reasonable intervals, enter upon any Lot for the purpose of performing maintenance or determining whether or not the Lot is in compliance with the Governing Documents. Requests for entry shall be made in advance. Entry shall be made at a time convenient to the Owner, except in the case of an emergency, when such right shall be immediate. No such entry shall be deemed to constitute a trespass or otherwise create any right of action from the Owner.

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

### **2.4 ASSESSMENTS**

(a) Covenant for Assessment: By accepting a deed or other conveyance, each Owner covenants and agrees to pay the Association all regular assessments, special assessments, late penalties, interest, and collections costs (including attorney fees) whether or not a lawsuit is commenced. Except for foreclosures, the personal obligation for unpaid assessments, late fees, interest, and collection costs, including attorney's fees, shall pass to the successor in title. A successor in title is entitled to a statement from the Association setting forth the amounts due by the prior owner. If an owner loses their townhouse/Lot to foreclosure or voluntarily conveys it, they shall remain personally liable for unpaid assessments, late fees, interest, and collection costs including attorney fees.

(b) Regular Assessment (Association Dues): May be paid by owners annually, semi-annually or monthly. Written notice of the regular assessment (dues) will be sent to Owners at least 30 days in advance of the beginning of the fiscal year (April 1<sup>st</sup>). The regular assessment may be increased by the Board not to exceed 10% from the previous year. Any increase in excess of 10% must be approved by sixty-seven percent (67%) of the Owners voting in person or by proxy at a special meeting called for such purpose.

(c) Special Assessment: The Board may levy a special assessment for the purpose of defraying, in whole or in part, budget shortfalls or the construction, reconstruction, maintenance, repair, or replacement of the Common Areas or any area for which the Association is responsible for maintenance. The Board may levy a special assessment up to \$300 per owner per year. A 60-day advance notice must be made prior to the due date set for any special assessment. Any special assessments above \$300 must be approved by a majority of a quorum of Owners at a special meeting called for this specific purpose.

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

(e) Suspension of Voting Rights: If an Owner has a delinquent assessment balance, the Association may suspend their right to vote.

(f) Collection of Rent from Tenant: If an owner rents their townhouse and fails to pay their assessments, the Association may demand the tenants to pay the Association any rent owed to the Owner, up to the amount owed by the Owner to the Association. Payment of rent to the Association shall not be a violation of the lease by the tenant. The Board shall establish procedures for collecting rents from tenants, which shall comply with the Community Association Act.

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

(h) Reinvestment Fee: Consistent with Utah law, the Association is entitled, upon the recording or existence of a Notice of Reinvestment Fee, to collect fee in amount determined by the Board upon each transfer of a Lot.

## **2.5 NUISANCES**

No Owner or resident shall create, maintain or permit a nuisance in, on or about the Project. For purposes of this section a "nuisance" includes behavior which annoys, disturbs or interferes with other Owners or residents and their right to the quiet and peaceful enjoyment of their property. A nuisance includes but it not limited to the following:

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

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

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

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

2.5.5 Excessive noise in, on or about any townhouse or the Common Areas, especially after 10:00 p.m. and before 7:00 a.m.

2.5.6 Continuous barking, meowing, or other animal noises.

## **2.6 FENCES**

### **A. Fences – General.**

This section does not apply to fences constructed by the builder with the initial construction of the townhouses in the Project. Any enclosure or extension/enclosure of any fence behind a townhouse must meet the following conditions:

1. Be approved by the Architectural Review Committee;
2. Be uniform in color, quality, material and durability with existing fences;
3. Be paid for by the owner or owners (if a party fence as described in Section 2.6b);
4. Be uniform in size with other fences in the same "area" according to the "Fence Design Guidelines" administered by the Architectural Review Committee;
5. Be installed by a licensed fence contractor;
6. Enclosed fences must include a four foot gate for access by the landscaper, for sprinkler repairs, utility personnel, etc.

### **B. Party Fences:**

1. Each fence that was built as part of the original construction of the town houses upon the Lots and placed upon the dividing line between lots, constitute a party fence and the general rules of law regarding party fences and liability for property damage due to negligence or willful acts shall apply thereto.

2. The cost of reasonable repair and maintenance of a party fence shall be shared by the Owners who share the fence.
3. Any Owner, by their negligent or willful act causes damage to a party fence shall bear the full costs of restoring the fence to its condition before the damage.
4. Any owner who receives approval, by the Architectural Committee, to extend/enclose their fence according to the previous "fence section" may have to bear the cost of any extension of a party fence unless the adjoining owner agrees to bear a share of the cost.
5. In the event of any dispute arising concerning a party fence each party shall choose one (1) arbitrator, and such arbitrators shall jointly choose one (1) additional arbitrator, and the decision regarding the dispute shall be by the majority of the three (3) arbitrators.

## **2.7 LEASE AGREEMENTS:**

- (a) Prior to renting a townhouse, the Owner must submit a copy of the lease agreement to the Board of Directors of the Association for approval. The minimum term of all lease agreements shall be for one (1) year, and shall state that the tenant shall be subject to this Declaration. Owners who do not reside in their townhouse must provide a current address and phone number(s) to the Association.
- (b) The Owner shall provide the tenant with a copy of the Governing Documents. In the event the Governing Documents are amended, revised, changed, or supplemented by the Association, the Owner shall provide the tenant with a copy of such changes within 15 days of adoption by the Association.
- (c) Failure by an Owner to take legal action against their tenant who is in violation of the Governing Documents within 10 days after delivery of written demand to do so from the Board, shall entitle the Board to take any and all action for and in behalf of the said Owner including, the institution of legal proceedings on behalf of such Owner against his or her tenant for eviction, injunctive relief, damages or fines. Neither the Association nor its agents shall be liable to the Owner or tenant for any legal action commenced under this paragraph that is made in good faith. The Association shall be entitled to recover, from the Owner, any costs and attorney fees incurred for enforcement of this Section. Additionally, the Owner shall be liable for all fines, assessments or other penalties levied due to violations of their tenants.
- (d) No townhouse in the Project may be rented or leased if the lease results in more than twenty percent (20%) of the townhouses within the Project being rented or leased at any given time except as provided below by grandfathering or hardship exceptions listed below:
  1. Any Owners of record of a townhouse within the Project prior to the date of the recording of this Amendment with the Salt Lake County Recorder's office are not subject to the Rental-Lease Limit. Upon any conveyance, sale or other transfer of the townhouse, however, the townhouse shall be subject to the Rental-Lease Limit.

2. The Board has sole discretion, and shall exercise its best judgment to offer hardship exceptions on terms it deems reasonable related to the Rental-Lease Limit and allow Owners to temporarily rent or lease the Owner's townhouse in order to avoid undue hardship or practical difficulties.

### **2.8 ANIMALS:**

(a) No animals, livestock, or poultry of any kind, including pigeons, shall be raised, bred or kept in any townhouse, except that two small dogs or one (1) large dog or two(2) cats or any other household pets, may be kept, provided that they are not kept, bred or maintained for any commercial purposes, and provided that they are kept so as to avoid becoming a nuisance to the neighborhood or to any adjoining property owners, and do not roam unattended on the Project.

(b) Other rules regarding pets are found in the "Rules and Regulations." Any owner or tenant who violates any of the rules regarding pets may be cited and fined. In extreme cases, the Board may require that the Owner or tenant remove their pet(s) from the Project.

### **2.9 VEHICLES:**

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

- a. The parking rules and regulations adopted by the Board from time to time.
- b. Operative vehicles, including private passenger vehicles, vans, trucks or permitted commercial vehicles may be parked in the Project. No vehicles can be repaired in the Project area except in the case of emergencies. For the purposes hereof, a vehicle shall be deemed inoperable unless it is licensed and contains all essential parts, including properly inflated tires and is in such condition as may be necessary to drive the same on a public highway.
- c. Commercial vehicles, owned and/or operated by Owners or tenants, may be parked in designated parking spaces, to include overnight parking, provided that such vehicles are of such size that it may fit in a single parking space. Other commercial vehicles may only be in the project long enough to perform the business function of such vehicles in the project.
- d. Trailers, boats or recreational vehicles shall not be parked, stored or repaired on any part of the project.
- e. No person shall operate a vehicle in the Project other than in a safe and quiet manner and with a valid driver's license.
- f. Owners or tenants may park no more than two (2) vehicles per townhouse within the Project. One exception to this rule can be found in the parking rules and regulations. A motorcycle, if sharing a parking space with another vehicle does not count against this limit. Each townhouse shall be assigned one (1) covered parking space. All other parking spaces are available to any Owner, tenant or visitor on a first-come, first-served basis.
- g. No vehicles shall be left in the Project without an Association parking tag from midnight to 6:00a.m and no vehicles shall park in any areas designated with a red curb.

- h. Vehicles parked in violation of this section may be impounded or towed without further notice and at the resident or visitor's expense.

**2.10 RULE MAKING; FINES; ENFORCEMENT** The Association is authorized to adopt rules and regulations to supplements these covenants, conditions and restrictions and bylaws and to further clarify and create policy of the Association. Such rules and regulations shall be deemed as is set forth in these covenants. The Association shall further have the authority to levy fines for failure to comply with these covenants, the bylaws and the rules and regulations of the Association, in the manner and consistent with the process set forth in the Act. In addition to fines, the Association has all other rights in equity or at law to enforce any of its governing provisions. The Association shall be entitled to recover its costs and attorney fees in all enforcement actions.

**3.0 MEMBERSHIP:**

- a. Every Owner is a member of the Association;
- b. Voting is governed by the Bylaws;
- c. The Board is the governing body of the Association. It is obligated to manage, operate, and maintain the Projects and to enforce the Governing Documents. The Board has exclusive authority to act in the Association's name. Any action taken by the Board on behalf of the Association will be deemed to be done in the Association's name. The rights and powers of the Board are governed by the Bylaws.
- d. The Bylaws govern how the Board is established and selected.
- e. The Association has adopted Bylaws which are being recorded simultaneously with this Declaration.

**3.1 MISCELLANEOUS PROVISIONS:**

- a. Professional Management-The Association may hire a professional management company. The Board will select the management company using criteria set by the Board and complying with Utah law.
- b. Invalidity-The invalidity of any part of this Declaration shall not impair or affect in any manner the validity, enforceability, or effect of the balance of this Declaration.
- c. Clothes Line-No exterior clothes dryer, clothes pole or similar equipment shall be erected, installed or maintained on any Lot, nor shall articles of clothing, bedding, etc. be hung outside.
- d. Insurance and Casualty Losses
  - i. The Association shall obtain and maintain the following types of insurance:
  - ii. Property casualty and fire insurance for the full replacement value of the Common Areas;
  - iii. Liability insurance in an amount deemed advisable by the Board;
  - iv. Full coverage directors and officers liability insurance for at least \$500,000;



- v. Fidelity bond or dishonest acts insurance for at least the value of the reserves and operating capital of the Association; and
- vi. Worker's compensation insurance if deemed necessary or advisable by the Board.
- e. Repair and Reconstruction of Common Areas-If any improvements on the Common Area are damaged or destroyed, and the proceeds of insurance received by the Association are not sufficient to pay in full the cost of the repair and reconstruction, the Board shall, without the necessity of a vote of the members, levy a special assessment against all Owners in order to cover the deficiency. If the proceeds of insurance exceed the cost of the repair, such excess shall be retained by the Association and used for such purposes as the Board may determine.
- f. Insurance on Town Houses: Each owner, at all times, shall maintain fire and extended coverage insurance equal to not less than one hundred percent (100%) of the current replacement value of the town house. In the event of any damage to the townhouse, process from any insurance policy shall be applied first to the repair, restoration or replacement of the townhouse as originally constructed. In the event the owner wishes to modify the original design, the owner shall submit plans for the changes to the Architectural Review Committee and obtain its approval prior to commencing the repair, restoration or replacement of the townhouse.
- g. Owners Rights:
  - i. Upon delivery of a written request from an Owner, they shall be entitled to inspect the Association's books and records during normal business hours and be entitled to receive an annual financial statement of the Association within ninety (90) days after the end of any fiscal year;
  - ii. Entitled to be given timely written notice of all meetings of the membership;
  - iii. On a matter requiring a vote of the Owners, be given one vote per town house. The vote can be given in person by an Owner or by a proxy designated in writing by the Owner.
  - iv. Be given timely written notice of the occurrence of any substantial damage to or destruction of the Common Area, or if the Common Area is made the subject of any condemnation or eminent domain proceeding.
- i. Budget: The Board shall prepare an annual budget for the Association. The annual budget shall provide for: routine maintenance and repairs in the common area; insurance; all other common expenses; and the administration, management, operation, and reserves of the Association. If the Board fails to adopt an annual budget, the last adopted budget shall continue in effect.
- j. Reserve Account: The Association shall establish a reserve account to fund long-term maintenance and replacement of improvements in the Common Area. The Board shall use reasonable efforts, subject to the Owners rights under the Community Association Act, to fund the reserve account.

- k. Rules and Regulations: No Owner or tenant shall violate the Rules and Regulations as adopted from time to time by the Board. All Owners/tenants shall be responsible to advise their guests about the rules and shall be responsible for their guests' compliance with the Rules and Regulations.

### **3.2 AMENDMENTS**

- a. This Declaration may be amended by the affirmative approval of sixty-seven percent (67%) of the Owners.
- b. An amendment shall not be effective until the amendment is certified by the president and secretary of the Board as being adopted in accordance with this Declaration and is acknowledged and recorded in the Salt Lake County Recorder's Office, Utah.

## **RESTATED BYLAWS OF HUNTLY MANOR ASSOCIATION, INC.**

### **1. BYLAW APPLICABILITY**

The provisions of these Bylaws are binding upon the Association, the Owners, and any tenants. Future owners or tenants are also subject to these Bylaws as amended from time to time. Purchase of any townhouse constitutes an acknowledgement that the Owner has agreed to and ratified these Bylaws and will comply with them.

### **2. ASSOCIATION**

- a. Composition: All of the Owners as a group in accordance with the Governing Documents shall constitute the Association. Except for matters specifically reserved for a vote of the Owners, the Board, on behalf of the Owners, shall administer the Association's affairs.
- b. Annual Meeting: An annual meeting shall be held once a year. The Board shall determine the date, time and location of the annual meeting. The Association shall send notice of annual meetings at least 10 days but not more than 60 days in advance of the meeting. The following business items, at a minimum, will be conducted at the meeting in any order determined by the Board: i. Roll call and verification of quorum; ii. Approval of minutes from preceding annual meeting; iii. Reports of officers; iv. Special Committee Reports; v. Election of Directors; v. Review of reserves; vi Unfinished business from last annual meeting; and vii. New business.
- c. Special Meeting: Special meetings may be held at any time for any purpose. Such meetings may be called by the Board or upon petition of at least twenty percent (20%) of the Owners in good standing. The Board shall schedule and send notice of a special meeting within 30 days of the request for the meeting. The notice shall state the date, time, place, and purpose of the meeting. No business may be transacted at a special meeting except as stated in the notice.

- d. Quorums: A quorum for elections shall be the Owners, present in person or by proxy at a meeting. A quorum for any other action shall be fifty percent (50%) of all Owners, present in person or by proxy at a meeting.
- e. Voting: Owners shall be entitled to one vote for each town house. If a townhouse is owned by more than one owner and multiple Owners are present at a meeting, the vote for that town house shall be cast by agreement of a majority of the Owners.
- f. Good Standing: An Owner shall be in good standing, and eligible to vote on any matter, if they have paid assessments levied against the town house including late fees, interest, collection costs and attorney fees. An owner must have paid in full all assessments at least three days (3) prior to the meeting in order to be considered in "good standing."
- g. Notice, Meetings, Electronic Means, Mail In Ballots: The Association, pursuant to duly adopted policy, may vote on any matter by the use of electronic means, proxies, mail in ballots or any other methods provided by law, these Bylaws, or by Utah's Nonprofit Corporation's Act. Email may be used for Notice and Voting purposes for those members who desire to participate via this process and such participation shall count towards a quorum.

### **3. BOARD OF DIRECTORS**

- a. There shall be five Directors. Directors must be Owners in good standing.
- b. Directors shall be elected by the Owners and serve for a term of three (3) years. The Directors may adopt a resolution with respect to the terms of Directors.
- c. Any Director may be removed from the Board, with or without cause, by a majority of the Owners of the Association. In the event of removal, death, or resignation of a Director, their term shall be filled by an Owner selected by the remaining members of the Board and shall serve until the next annual meeting.
- d. No Director shall receive any compensation for their service on the Board but may be reimbursed for any expenses incurred in performing their duties.
- e. Nomination for election to the board shall be made by a Nominating Committee and also from the floor at the annual meeting. The chair of the Committee shall be a member of the Board with at least two other members from the Owners. The Committee shall be appointed by the President of the Board and shall serve until the next annual meeting.  
Election to the Board shall be by secret ballot by Owners or their proxy. The person receiving the largest number of votes shall be elected.
- f. Meetings of the Board:
  1. Organizational Meeting-a meeting of the Board shall be held after the annual meeting for the purpose of electing officers.
  2. Regular Meetings-shall be held at least quarterly. Notice of such meetings shall be given at least three (3) days prior to the meeting.

3. Special Meetings-shall be held when called by the President of the Board by any two(2) Directors, after not less than three(3) days prior to the meeting.
4. Quorum-a majority of the Board shall constitute a quorum. A quorum shall be required to conduct business at a meeting. If less than a quorum is present at a meeting, the meeting shall be adjourned. A Director may participate in a meeting by a telephone or video conference.
5. Action Without Meeting-any action of the Board may be taken without a meeting if all the Directors submit a written vote for, against, or abstaining from the action.
6. Powers and Duties-The Board shall manage the affairs and business of the Association. The Board is vested with all power and authority necessary to perform these functions in accordance with Governing Documents, the Community Association Act or any other rule of law.

Accordingly the Board shall have the following authority:

- i. Prepare an annual budget ;
- ii. Adopt and amend rules, regulations, policies and procedures governing the Common Areas and exterior of town homes;
- iii. Delegate authority to a managing agent to act on behalf of the Association;
- iv. Provide for the maintenance, repair, and replacement of the Common Areas;
- v. Hire, contract for, and terminate personnel or contractors necessary for the maintenance, repair and replacement of the Common Areas and administration of Association business. Purchase supplies, equipment and materials for use in the Association;
- vi. Open and maintain bank accounts on behalf of the Association;
- vii. File lawsuits or initiate other legal proceedings on behalf of the Association;
- viii. Defend lawsuits, administrative actions, and other legal proceedings against the Association;
- ix. Keep books with detailed accounts of the receipts and expenditures of the Association. The books will be kept in accordance with generally accepted accounting practices;
- x. Grant easements, licenses, or permission over, under, and through the Common Areas;
- xi. Create committees; and
- xii. Any act allowed or required to be done in the name of the Association.

## **7. OFFICERS**

- a. Officers of the Board shall be elected by the Directors and serve one-year terms.
- b. Any officer may be removed from office, with or without cause, by a majority of the Directors. Any officer may resign at any time by giving written notice to the Board. Such resignations shall take effect on the date of notice or at any other time specified therein.
- c. A vacancy in any office may be filled by appointment of the Board. Such appointments shall serve for the remaining term of the officer being replaced.
- d. The office of secretary and treasurer made be filled by the same person.
- e. Duties:

i. President: Shall preside at all meetings of the members and the Directors and shall see that orders and resolutions of the Board are carried out. The president shall have the authority to sign all leases, mortgages, deeds, and other written instruments and shall co-sign all checks.

ii. Vice-President: shall act in the place of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of the Board. The vice-president shall also have authority to sign all leases, mortgages, deeds, and other written instruments.

iii. Secretary: shall record the votes and keep the minutes of all meetings and proceedings of the Board and the Members; serve notice of the meetings of the Board and the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

iv. Treasurer: shall receive and deposit all monies of the Association, unless delegated to a management group; shall sign all books of account; shall engage the services of a certified public accountant to the extent necessary; shall cause all tax returns to be filed as required; shall prepare the annual budget document unless delegated, and a statement of income and expenditures to be presented to the membership at its annual meeting.

v. Delegation of Duties: The Board may delegate any of their duties to other Owners or to a committee. However, the officers shall be responsible to oversee and ensure that the duties so delegated are being properly discharged.

## **8. MISCELLANEOUS**

a. Conflicts-the Bylaws are subordinate to any conflicting provision of the law or the Declaration. The Bylaws are superior to the Rules and Regulations of the Association.

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

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

**9. AMENDMENT OF BYLAWS:**

These Bylaws may be amended by the Board, unless it would result in changing the right, privileges, preferences, restriction, or conditions of Owners as stated in the Declaration. These Bylaws may also be amended by a majority vote of a quorum of the Owners.

DULY EXECUTED THIS 8<sup>th</sup> day of March, 2018

By: Katherine Multy

Its: \_\_\_\_\_

March 10<sup>th</sup>

By: Katherine Multy

In the County of Salt Lake, State of Utah, on this 10 day of March, 20 18, before me, the undersigned notary, personally appeared Katherine M. Nulty, who proved to me his/her identity through documentary evidence in the form of a Utah Driver license to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose(s).

[Signature]  
Notary Signature and Seal

