

**FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS**

For
Parkview Villas, a Subdivision
In Salt Lake County, Utah

This First Amendment to the Declaration of Covenants, Conditions and Restrictions for Parkview Villas (hereinafter "First Amendment") hereby amends that certain Declaration of Covenants, Conditions & Restrictions for Parkview Villas, as amended, recorded on March 20, 2018 in the Salt Lake County Recorder's Office, as Entry No. 12737713 ("Enabling Declaration") and is hereby executed by Parkview Properties & Development, Inc., a Utah corporation ("Declarant"), and made effective as of the date recorded in the Salt Lake County Recorder's Office.

RECITALS:

(A) This First Amendment affects and concerns the real property located in Salt Lake County, Utah, and more particularly described as follows (the "Property"):

A PART OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 3 SOUTH RANGE 1 EAST SALT LAKE BASE AND MERIDIAN, IN SALT LAKE COUNTY, UTAH:

BEGINNING AT A POINT ON THE NORTH LINE OF 11400 SOUTH STREET, SAID POINT BEING NORTH 89°53'40" WEST ALONG THE QUARTER SECTION LINE 394.23 FEET AND NORTH 00°06'20" WEST FROM THE CENTER QUARTER CORNER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 89°53'40" WEST ALONG SAID NORTH LINE TO THE EASTERLY LINE OF HAWKWOOD ESTATES PHASE 3, RECORDED MARCH 13, 1990 AS ENTRY NO. 4891914 IN BOOK 90-3 AT PAGE 22, AT THE SALT LAKE COUNTY RECORDER'S OFFICE, THENCE NORTH 0°06'20" EAST 304.95 FEET ALONG SAID EASTERLY LINE AND ALONG THE EASTERLY LINE OF HAWKWOOD ESTATES PHASE 4, RECORDED AUGUST 28, 1996 AS ENTRY NO. 6441280 IN BOOK 9608P AT PAGE 285 AT SAID SALT LAKE COUNTY RECORDER'S OFFICE TO A POINT ON THE SOUTHERLY LINE OF HAWKWOOD ESTATES PHASE 1, RECORDED MARCH 28, 1986 AS ENTRY NO. 4221139 IN BOOK 86-3 AT

PAGE 33 AT SAID SALT LAKE COUNTY RECORDER'S OFFICE; THENCE CONTINUING ALONG SAID SOUTHERLY LINE THE FOLLOWING TWO COURSES: THENCE 1) SOUTH 87°28'54" EAST 177.34 FEET; 2) SOUTH 89°55'42" EAST 62.20 FEET; THENCE SOUTH 00°06'20" WEST 297.53 FEET TO THE POINT OF BEGINNING.

CONTAINING 71,875 SQ FT OR 1.650 ACRES

LOTS 1 THROUGH 13, PARKVIEW VILLAS SUBDIVISION.

Tax I.D. Nos.: 28-20-181-020-0000 through 28-20-181-028-0000; 28-20-181-030-0000 through 28-20-181-033-0000

PRIVATE ROAD:

BEG SW COR LOT 1, INTERMOUNTAIN SOUTH SANDY SUB; N 89°53'40" W 239.38 FT; N 00°07'30" W 79.27 FT; N 00°06'20" E 224.67 FT; S 87°28'54" E 177.27 FT; S 89°55'42" E 62.59 FT; S 00°06'20" W 296.51 FT TO BEG. LESS LOTS. (BEING PRIVATE ROAD WITHIN PARKVIEW VILLAS SUB)

Tax I.D. No.: 28-201-181-029-0000

(B) The Project remains within the Class B Control Period, as defined in Article VIII of the Enabling Declaration. Also, in accordance with Article 19.10 of the Enabling Declaration, the Declarant may amend the Enabling Declaration at any time during the Class B Control Period, at the sole discretion of the Declarant.

(C) On or about March 20, 2018, the Plat for Parkview Villas Subdivision ("Plat") was recorded in the Salt Lake County Recorder's Office as Entry No. 12737712.

(D) On or about March 20, 2018, the Declaration of Covenants, Conditions and Restrictions for Parkview Villas ("Enabling Declaration") was recorded in the Salt Lake County Recorder's Office as Entry No. 12737713.

(E) The previously adopted Bylaws for Parkview Villas Homeowners Association, Inc., ("Bylaws") are attached hereto as **Exhibit "A"**.

(F) Lot 1 and Lot 13 previously included certain areas composed of a drainage/detention basin constituting part of Lot 1 and 13, which lots are depicted on the Plat. Declarant, as owner of Lots 1 and 13 will cause to be executed a plat amendment and/or lot line adjustment agreement providing that the drainage/detention basin area be identified as and included with the Common Area of the Association.

NOW, THEREFORE, the Enabling Declaration is hereby amended as follows:

COVENANTS, CONDITIONS AND RESTRICTIONS

1. **Recitals.** The above Recitals are incorporated herein by reference and made a part hereof.
2. **Effective Date.** The First Amendment will take effect on the date recorded at the office of the Salt Lake County Recorder's Office (the "Effective Date").
3. **No Other Changes.** Except as otherwise expressly provided in this First Amendment, the Enabling Declaration remains in full force and effect without modification.
4. **Authorization.** The individuals signing for the respective entities make the following representations: (i) he/she has read the First Amendment, (ii) he/she has authority to act for the entity designated below, and (iii) he/she shall execute the First Amendment acting in said capacity.
5. **Conflicts.** In the case of any conflict between the provisions of this First Amendment and the provisions of the Enabling Declaration, the provisions of this First Amendment shall in all respects govern and control. In the case of any existing provision with the Enabling Declaration that could be interpreted as prohibiting the modifications set forth in this First Amendment, such provision is hereby modified in order to accomplish the purpose and intent of this First Amendment.

AMENDMENTS

6. Article I (AA) is hereby deleted in its entirety and replaced with the following:

(AA) "Unit" shall mean the single family residence built or to be built on any Lot, whether or not it shares a Party Wall and includes all mechanical equipment and appurtenances located within any one Unit or located without said Unit but designated and designed to serve only that Unit, such as appliances, electrical receptacles and outlets, air conditioning compressors and other air conditioning apparatus, furnaces, stoves, fixtures and the like, shall be considered part of the Unit, as shall all foundations, cement slabs, structural walls, roofs, floors and ceilings, windows and window frames, doors and door frames, garage doors, driveways and patios. All pipes, wires, conduits, or other public utility lines or installations constituting a part of the Unit or serving only the Unit shall be considered part of the Unit. The components of a Unit shall be maintained and insured as further provided in the Declaration.

7. Article 1.0(K) is amended to include:

In providing facilities and services to Owners, the Board of Directors is authorized to

utilize its discretion in weighing the cost and benefit of installing master and individual metering for services and utilities to the Association and/or Units. If any service is paid for by the Association, the Association shall allocate such applicable, individual costs to the Units.

8. Article 2.3 is amended to include the following:

In addition to reserving easement rights for the Declarant to access utilities (including but not limited to: electrical, gas, communication, phone, internet, cable, sewer, drainage and water facilities) over, under along, across and through the Property, each Owner shall have a corresponding easement to access power boxes and other necessary utility equipment that serves an Owner's Unit, whether or not such equipment is located solely on the Owner's Unit or on the adjoining Unit or Lot.

9. Article 3.2 is hereby deleted in its entirety and replaced with the following:

The Common Areas consist of areas designated as Common Areas on the recorded Plat(s) or described in the Declaration, as amended, including any structures related to the operation or maintenance of the Common Areas, together with any rights of way and utilities including, but not limited to: private roads, detention basins adjacent to Lots 1 and 13, and any open space.

10. Article 4.2 is hereby deleted in its entirety and replaced with the following:

4.2 Repair and Maintenance. Each Unit that shares one or more Party Wall(s), will also share elements of a common roof, a common exterior wall, or other common exterior elements with adjacent Unit(s). The Owners acknowledge that certain repairs or maintenance to Units with a Party Wall(s) may become necessary, which repairs or maintenance cannot be performed on one Unit only, but may necessarily involve the cooperation of other attached Units.

11. Article 5.2(a) of the Declaration is hereby deleted in its entirety and replaced with the following:

(a) Snow Removal. The Association shall make reasonable and prudent efforts to contract with a third party for the removal of snow from the private streets in the Project. Owners shall be responsible for removing snow from driveways, sidewalks, entryways, porches, patio areas, and other applicable areas on their Lot. Owners shall be responsible and take reasonable precautions with respect to ice and ice accumulation. To the extent allowed by law, the Association shall not be liable for any third party's activities with regard to the removal of snow from the private roads.

12. Article 5.3 of the Declaration is hereby deleted in its entirety and replaced with the following:

5.3 Association's Responsibility for Maintenance, Repair and Replacement of the Units:

- (a) Roofs, rain gutters and downspouts.

All other components of a Unit or Lot are the sole responsibility of the Owners.

13. Article 5.4 of the Declaration is hereby deleted in its entirety and replaced with the following:

5.4 Owner's Responsibility for Maintenance of Lots & Units. Each Owner, at such Owner's sole cost and expense, shall maintain and/or replace all elements and components of an Owner's Lot and Unit, including all Improvements and landscaping constituting a part thereof, in good order and repair, with the exception of the items specifically identified in Article 5.3, as amended.

14. The first paragraph of Article 9.2 is amended as follows, the remaining subparagraphs (a)-(c) remain unchanged.

9.2 Enforcement Powers. The Association shall have all powers granted to it by the Governing Documents and the Act to enforce these covenants and restrictions by actions in law or equity brought in the name of the Association, and the power to retain professional services needed to the enforcement of the Governing Documents and to incur expenses for that purpose, including but not limited to: (1) record, lien, foreclose and other enforcement and collection actions against an Owner and their Unit; (2) initiate legal or similar proceedings; (3) impose fines; (4) collect any rents directly from tenant for past due assessments; (5) terminate an Owners' right to receive utility service paid as a common expense; (6) terminate an Owner's right to utilize Common Area and/or amenities; and (7) any other action or remedy allowed by the Governing Documents or Utah law.

15. Article 9.3(a) of the Declaration is hereby deleted in its entirety and replaced with the following:

(a) All such amounts shall be, constitute and remain: (a) a charge and continuing lien upon the Unit with respect to which such assessment is made until fully paid; and (b) the personal, joint and several obligations of the Owner or Owners of such Unit at the time the assessment falls due. No Owner may exempt himself or his Unit from liability for payment of assessments by waiver of his rights in the Common Areas or by abandonment of his Unit. In a voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments, late payment fees, interest and costs of collection (including reasonable attorney fees) which shall be a

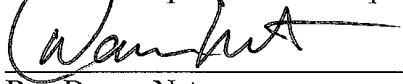
charge on the Unit at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

16. Article 9.7 of the Declaration is hereby deleted in its entirety and replaced with the following:

9.7 Reinvestment Fee. The Association shall have power to levy a one-time reinvestment fee when a change in ownership of a Lot occurs. The amount shall be \$350 on the first transfer of a Lot from Declarant to a third party. Thereafter, the amount for each change of ownership shall be \$500.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the year and date indicated below.

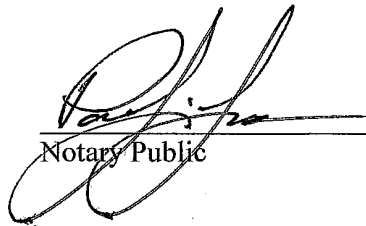
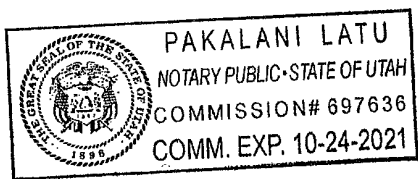
DECLARANT
Parkview Properties & Development, Inc., a Utah corporation



By: Darren Nate
Its: President

STATE OF UTAH)
 : ss
COUNTY OF)

On this 25 day of February, 2019, personally appeared before me Darren Nate, who being by me duly sworn, did say that he is the President of Parkview Properties & Development, a Utah corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.



Notary Public

EXHIBIT "A"

**BYLAWS OF PARKVIEW VILLAS
HOMEOWNERS ASSOCIATION, INC.
(A Subdivision)**

The following are the Bylaws of Parkview Villas Homeowners Association, Inc. ("Bylaws"), a Utah nonprofit corporation and neighborhood Association (the "Association"). Upon recordation of these Bylaws, they are binding upon the Association and all present and future Owners and/or occupants.

**ARTICLE I
DEFINITIONS**

All terms used but not defined herein shall have the meanings given them under that certain Declaration of Covenants, Conditions & Restrictions for Parkview Villas, a Subdivision, of even date and recorded in the Official Records of the Salt Lake County Recorder's Office (hereinafter referred to as the "**Declaration**"), and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth herein at length. The term "Member" shall mean and refer to those persons entitled to Membership in the Association, as provided in the Declaration and Articles of Incorporation of the Association.

**ARTICLE II
MEETINGS OF MEMBERS**

Section 2.1 Annual Meetings. An annual meeting of the Owners shall be held no less than once each calendar year at a location and time designated by the Board. The Board may set the date, time and location of the annual meeting in accordance with Section 2.3 below.

Section 2.2 Special Meetings. Special meetings of the Owners may be called at the request of the Board, the Declarant, or upon written request of the Owners holding at least fifty-one percent (51%) of the total membership, as defined in the Declaration. Notwithstanding, the Board remains the only authorized body to act for and in behalf of the Association.

Section 2.3 Notice of Meetings. Unless an Owner requests in writing that all notices be provided to said Owner by U.S. mail, all notices shall be given by, or at the direction of, the Board via: (1) email or other electronic communication. Notice, shall be provided at least ten (10) days before a meeting, but no more than sixty (60) days, to each Owner entitled to vote at the email or electronic address provided by the Owner to the Board. Said notice is effective upon sending the email or electronic communication. Such notice shall specify the location, day and time of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Upon becoming a Member of the Association or upon the written request by the Association, Owners shall provide a valid email address for purpose of notification related to the Association unless the Owner has opted out by providing a written request to the Association for notice by U.S. mail.

Section 2.4 Quorum. The quorum required for any action by the Owners hereunder, unless otherwise specifically set forth in the Declaration, shall be as follows: at each scheduled meeting called, the presence of Owners holding, or holders of proxies entitled to cast, at least twenty percent (20%) of all outstanding votes shall constitute a quorum for the transaction of business. If a quorum is not met, the meeting shall be postponed to a date of not more than thirty (30) days and not less than twenty-four (24) hours at which time the Owners and proxies present shall constitute a quorum for transacting business. In the case of any postponement, no notice of such rescheduled meeting shall be required except an announcement thereof at the original meeting and an electronic notification with the new meeting time, date and location to those Owners who have previously provided an email or other electronic means to the Association for notice purposes.

Section 2.5 Proxies. At all meetings of Owners, each Owner may vote in person or by proxy. All proxies shall be in writing, signed by the Owner, and filed with the Board on or before said meeting. Notwithstanding, any proxy delivered to the Board at the meeting must be provided no later than any point in the meeting announced as the final time to deliver proxies. Every proxy shall be revocable and shall automatically terminate upon conveyance by the Owner of his Lot. If conflicting proxy votes for an Owner or Lot exist, said proxy votes will not be counted.

Section 2.6 Conduct of Meetings. The President, or in his absence the Vice President, shall preside over all meetings. The Secretary or other authorized person shall keep minutes of all meetings and maintain a record of the minutes including, but not limited to: election of directors, adopted resolutions, adopted Rules and other matters coming before the Owners.

Section 2.7 Action Taken Without a Meeting. Any action that may be taken at any annual or special meeting of members may be taken without a meeting and without prior notice, if one or more consents in writing, setting forth the action taken, are signed by the members having not less than the minimum voting power that would be necessary to authorize or take the action at a meeting at which all members entitled to vote on the action were present and voted.

In addition, the Board may obtain approvals and conduct business through mail or email/electronic ballots. The ballot must set forth each proposed action and provide the option of voting for or against each proposed action with the requisite number of members approving the action that would be necessary to authorize or take the action at a meeting at which all members entitled to vote on the action were present and voted. The ballot must specify the period during which the Association shall accept written ballots for counting. Following this period, the Association shall provide notice of whether such action was or was not approved.

Section 2.8 Voting. Only an Owner that is current on all assessments and charges due and owing shall be deemed in good standing and entitled to vote at any annual or special meeting.

The Association shall have two (2) classes of voting membership, Class "A" and Class "B," as set forth in the Declaration:

Since an Owner may be more than one person, if only one of such person is present at the meeting of the Association that person shall be entitled to cast all votes appertaining to that Lot. But if more than one of such person is present, the votes appertaining to that Lot shall be cast only in accordance with the agreement of a majority of them, and such consent shall be conclusively presumed if any one of them purports to cast the votes appertaining to that Lot without protest being made forthwith by any of the others to the person presiding over the meeting. The votes appurtenant to any one Lot may not be divided between Owners of such Lot or with respect to matters before the Association, and all such votes appurtenant to any one Lot shall be voted in one block. If the vote of a majority of the owners of a Lot cannot be determined, no vote shall be cast in relation to such Lot.

The Association shall honor: the vote of a trustee or successor trustee of any trust that is an Owner on the real property records; the vote of an individual that is a holder of a Limited or General Durable Power of Attorney with respect to an Owner who is disabled; and the vote of the authorized representative of any legally organized and existing entity, that is an Owner on the real property records.

ARTICLE III BOARD, SELECTION AND TERM OF OFFICE

Section 3.1 Number, Tenure and Qualifications. The Initial Board shall be selected or appointed by Declarant, which consists of three members, and their successors, that may hold office by the appointment of the Declarant, so long as Class B Control Period remains. The affairs of the Association shall be managed by a Board of Directors composed of three (3) individuals ("Board").

At the first meeting of the Members following the Class B Control Period at which the election of Directors will take place, the candidate who receives the most votes shall serve as a Director for three (3) years. The candidate that receives the second highest number of votes shall serve as a Director for two (2) years, and the third candidate who receives the third highest number of votes shall serve as Director for one (1) year. At each annual election thereafter, the successor to the Director whose term shall expire in that year shall be elected to hold office for the term of (3) years. Any change in the number of Directors may be made only by amendment of these Bylaws. Each Director shall hold office until his term expires and until his successor has been duly elected and qualified.

Section 3.2 Advisory Board Member. During the Class B Control Period and prior to turnover of the Association to Owner control, the Declarant and/or Board may identify an owner(s) to be an advisory member of the Board and participate in Board meetings and activities. This advisory member(s) shall not vote.

Section 3.3 Removal. During the Class B Control Period, a Director may only be removed with the consent of the Declarant. Following the Class B Control Period, any Director may be removed from the Board, with or without cause, by a vote of at least (51%) of the Owners of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Directors and shall serve for the unexpired term of his predecessor.

Section 3.4 Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 3.5 Action Taken Without a Meeting. The Directors may take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of a majority of Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board.

Section 3.6 No Estoppel or Reliance. No one may rely upon any authorization (from the Board or otherwise) contrary to the terms and conditions of the Governing Documents regardless of circumstances. No claim of estoppel, waiver or similar equitable claims or defense may be raised by anyone related to any alleged reliance.

Section 3.7 Records Retention. The Board shall take appropriate action to develop, implement and update procedures for record retention. The Board may budget specifically for this expense and may seek the advice of consultants in developing retention procedures.

ARTICLE IV NOMINATION AND ELECTION OF DIRECTORS

Section 4.1 Nomination. Following the Class B Control Period, nomination for election to the Board may be made in advance or from the floor at the annual meeting.

Section 4.2 Election. Following the Class B Control Period, the election of Directors may be by written ballot, which need not, but may be, secret, as determined at the discretion of the Board. The persons receiving the largest number of votes shall be elected.

**ARTICLE V
MEETINGS OF THE BOARD**

Section 5.1 Regular Meetings. Regular meetings of the Board shall be held at least annually, or more frequently as determined by the Board. All notices to Directors shall be provided by email or other electronic means. Directors are required to provide an email or electronic address for purposes of notice of board meetings. Notice shall be provided at least five (5) days before a meeting, but no more than thirty (30) days.

Owners, and Owner representatives (if previously designated in writing) may attend Board meetings and may be present for all discussion, deliberation, and decisions except when the Board is in executive session. Owners shall comply with all reasonable rules established by the presiding officer for their attendance, including a requirement that they remain silent except when comments are solicited by the Board. The Board may limit Owners' comments and/or questions to a specific period of time within the meeting. The Board shall provide email notice in accordance with the Act to Owners that have requested, in writing, to be notified of Board Meetings and have provided a valid email address

Section 5.2 Special Meetings. When, in the discretion of the President or two members of the Board, circumstances require that a meeting be held sooner than the required five (5) days' notice for a regular meeting, a special meeting may be called by the President or by any two (2) Directors, after not less than twenty-four (24) hours' notice to each Director.

Section 5.3 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business.

**ARTICLE VI
POWERS AND DUTIES OF THE BOARD**

Section 6.1 Powers and Duties. The Board shall have all of the powers and duties necessary for the administration of the affairs of the Association in accordance with the provisions of the Declaration and as outlined below. The Board may delegate its authority and responsibility to a manager or managers, subject to any limitations or provisions contained in the Declaration. The Board shall be responsible for a number of activities including, but not limited to the following:

- A) Management of the Association;
- B) Preparation of annual assessments and budget;
- C) Collecting the assessments;
- D) Maintaining a bank account(s) for the Association and designating required signatories;
- E) Maintaining the Common Areas and Facilities, including any private roadways or facilities;
- F) Adopting and amending rules and regulations;

- G) Enforcing the Declaration, including the retention of legal counsel;
- H) Commencing legal action when necessary;
- I) Levying fines, sanctions and citations;
- J) Paying any amount necessary to discharge any mechanic's or materialman's lien or other encumbrance levied against the Common Area or Facilities;
- K) Purchasing and maintaining insurance;
- L) Keeping books and records of the Association;
- M) Making emergency repairs;
- N) Managing parking;
- O) Managing reasonable pet restrictions; and
- P) Performing other actions and duties to enforce the terms and conditions of the Declaration and effectively manage the Association.

ARTICLE VII OFFICERS AND THEIR DUTIES

Section 7.1 Enumeration of Officers. The officers of this Association shall be a president, vice-president and secretary/treasurer, who shall at all times be members of the Board, or such other officer as the Board may from time to time, by resolution, create.

Section 7.2 Election of Officers. Following the Class B Control Period, the election of officers shall take place at the first Board meeting following the annual meeting of the Owners. Elected officers shall serve in their office for a period of one (1) year. Notwithstanding, nothing in these Bylaws prevent an officer or directors from being re-elected to their respective positions.

Section 7.3 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine. Appointed officers, which do not include the elected or appointed Board of Directors may not vote and may be removed by the Board at any time, with or without cause.

Section 7.4 Resignation and Removal. Any officer may resign at any time by delivering a written resignation to any Director or to any Manager. Unless otherwise specified therein, such resignation shall take effect upon delivery. Following the Class B Control Period, any officer may be removed and replaced by a majority of the Board of Directors at any time, with or without cause. In the event of death, resignation or removal of an officer, his successor shall be selected by the Board and shall serve for the unexpired term of his predecessor.

Section 7.5 Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except temporarily in the case of special offices created pursuant to Section 8.3 of this Article or the death, resignation or removal of an officer.

Section 7.6 Duties. Unless modified by resolution of the Board, the duties of the officers are as follows. The Board may also utilize a manager or managers to assist in these duties. The Board may also adopt rules and policies governing the signing of checks, approval of invoices, deposit of accounts, limits on spending without Board approval and other polices governing the accounts and funds of the Association.

President: The president shall preside at all meetings of the Board and shall see that orders and resolutions of the Board and/or the Owners are carried out.

Vice-President: The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary/Treasurer: The secretary/treasurer shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Owners; keep appropriate current records.

Other Officers: Other officers shall have the duties and obligations as set forth by the Board.

ARTICLE VIII CONDUCT AT ASSOCIATION MEETINGS

Section 8.1 Recording. No person, whether an Owner, occupant, owner representative, or other third party is permitted to record (whether audio, video, transcription or combination) any Association or Board meeting, work session, event, get-together, or similar event regardless of the location of such event.

ARTICLE IX COMMITTEES

Section 9.1 Committees. The Board may, if it elects, appoint such committees as deemed appropriate in carrying out its purposes, including appointment of the Architectural Review Board. The Board may terminate any committee at any time and assume any responsibilities of a terminated committee.

ARTICLE X AMENDMENTS, ORDER OF PRECEDENCE

Section 10.1 Amendment. During the Class B Control Period, these Bylaws may be amended at any time by the Declarant. Thereafter, these Bylaws may be amended by the vote or written consent of Members holding at least sixty-seven percent (67%) of the total membership. An amendment to these Bylaws shall be effective immediately upon recordation in the Office of the Salt Lake County Recorder, State of Utah. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall

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

ARTICLE XI INDEMNIFICATION

Section 11.1 Indemnification. No Director, officer, or member of a committee shall be personally liable for any obligations of the Association or for any duties or obligations arising out of any acts or conduct of said Director, officer, or committee member performed for or on behalf of the Association. The Association shall and does hereby indemnify and hold harmless each person who shall serve at any time as a Director, officer of the Association, or a member of a duly formed committee, as well as such person's heirs and administrators, from and against any and all claims, judgments, and liabilities to which such persons shall become subject, by reason of that person having heretofore or hereafter been a Director, officer of the Association, or member of a committee or by reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken by him/her as such Director, officer, or committee member, and shall advance and reimburse any such person for all legal and other expenses reasonably incurred in connection with any such claim or liability; provided that the Association shall have the right, in its sole discretion, to defend such person from all suits or claims; provided further. However, that no such person shall be indemnified against or be reimbursed for or be defended against any expense or liability incurred in connection with any claim or action arising out of such person's intentional misconduct. The rights accruing to any person under the foregoing provisions of this section shall not exclude any other right to which such person may lawfully be entitled, nor shall anything herein contained restrict the right of the Association to indemnify or reimburse such person in any proper case, even though not specifically provided for herein or otherwise permitted.

Section 11.2 Settlement of Association. The right of any person to be indemnified shall be subject always to the right of the Association by the Board of Directors, in lieu of such indemnity, to settle any such claim, action, suit, or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

ARTICLE XII WAIVER OF PROCEDURAL IRREGULARITIES

Section 12.1 Waiver of Procedural Irregularities. All inaccuracies and irregularities in calls or notices of meetings, in the manner of voting, in the form of proxies, in the method of asserting persons present, in the method of making decisions, or in the method of accepting or counting votes shall be deemed waived under the following circumstances:

- (a) If the objecting person was in attendance at the meeting – they are waived if the issue upon which the objection was based was perceptible and no objection to the particular procedural issue is made at the meeting; or

- (b) If the objecting person was not in attendance at the meeting but has proper notice of the meeting, they are waived; or
- (c) If the objecting person was not in attendance at a meeting, did not have proper notice of the meeting, but had actual notice of the meeting before it occurred, they are waived; or
- (d) If the objecting person was not in attendance at the meeting and did not have actual and proper notice of the meeting before it occurred, within 60 days of receiving actual notice of the occurrence of the meeting or of any decision that was made at the meeting; or
- (e) For any action, vote, or decision that occurred without a meeting, within 60 days of receiving actual notice of the occurrence of the action, vote, or decision.

Section 12.2 Requirements for Objections. All objections except those made at a meeting shall be in writing. Whenever made, objections must be specific and shall include identification of the specific provision of the Governing Documents or other law that is alleged to have been violated and a brief statement of the facts supporting the claimed violation.

ARTICLE XIII CONTRACTS, LOANS AND DEPOSITS

Section 13.1. Contracts. The Board may authorize any officer(s), agent(s), to enter into any contract or execute and deliver any instrument in the name of or on behalf of the Association, and such authority may be general or confined to specific instances.

Section 13.2 Loans. Any loan entered into by the Association must be in accordance with the Declaration.

Section 13.3 Checks, Drafts. All checks, drafts and other order for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer(s), employee(s), or agent(s) of the Association and in the manner of such from the time to time be determined by the resolution of the Board.

Section 13.4 Deposits & Investments. Association funds may only be deposited into institutions that are federally insured. The Board may deposit Association funds into savings accounts, money market accounts, or purchase certificates of deposits. Other investment options that may pose additional risks must be approved by at least 51% of the total membership prior to the investment.

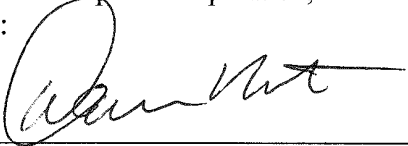
ARTICLE XIV FISCAL YEAR

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

The foregoing Bylaws are adopted by the undersigned and made effective upon this 23rd
day of Feb., 2018.

PARKVIEW VILLAS HOMEOWNERS ASSOCIATION, INC.
a Utah nonprofit corporation,

By:



Darren Nate
Board President