

**AMENDED & RESTATED  
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS  
OF DOVE MEADOWS  
A Planned Unit Development  
Salt Lake County, Utah**

THIS AMENDED & RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF DOVE MEADOWS, A Planned Unit Development (this "Declaration") is hereby adopted by Dove Meadows Homeowners Association, Inc. ("Association"), for and on behalf of its Members, and made effective as of the date recorded in the Salt Lake County Recorder's Office.

**RECITALS:**

(A) This Declaration affects and concerns the real property located in Salt Lake County, Utah and more particularly described in **Exhibit A** attached hereto ("Property").

(B) On or about June 29, 2001, a Plat Map depicting the Dove Meadows Planned Unit Development Phase 1 was recorded in the Salt Lake County Recorder's Office as Entry No. 7935606.

(C) On or about June 29, 2001, the Declaration of Covenants, Conditions, and Restrictions of Dove Meadows Planned Unit Development ("Enabling Declaration") was recorded in the Salt Lake County Recorder's Office as Entry No. 7935607.

(D) On or about February 25, 2003, a Plat Map depicting the Dove Meadows Planned Unit Development Phase 2 was recorded in the Salt Lake County Recorder's Office as Entry No. 8542913.

(E) On or about May 21, 2003, an Amendment to the Declaration of Covenants, Conditions and Restrictions for Dove Meadows Planned Unit Development was recorded in the Salt Lake County Recorder's Office as Entry No. 8658156 for the purposes of annexing Phase 2 to the Subdivision.

(F) The Association and its Members, consistent with the Enabling Declaration and any subsequent amendments (including any not referenced herein), hereby adopt this Declaration. This Declaration hereby amends, replaces and supersedes all prior declarations and amendments, rendering the prior declarations and amendments of no further force and effect. This Declaration, along with any future amendment(s), shall be the sole Declaration for the Property.

(G) The Property is subject to certain protective covenants, conditions, restrictions and easements, as set forth in this Declaration, as amended from time to time, which are deemed to be covenants running with the land mutually burdening and benefitting each of the Lots within the Project. Common Areas are those areas that are depicted in the recorded Plat or as described in this Declaration.

(H) The Association and its Members desire that the Board amend the existing Articles of Incorporation with the Utah Department of Commerce contemporaneously with the recording of this Declaration. The Association and its Members hereby authorize and approve filing the Amended & Restated Articles of Incorporation of the Dove Meadows Homeowners Association, Inc. ("Articles") with the State of Utah, a copy of which has been previously provided to and approved by the Owners.

(I) The Association and its Members desire that the Board adopt the Amended & Restated Bylaws for the Association and hereby authorize and approve the recording of the Amended & Restated Bylaws of Dove Meadows Homeowners Association, Inc., a copy of which is attached hereto as **Exhibit "B"** ("Bylaws"), which shall be recorded in the Salt Lake County Recorder's Office contemporaneously with the recording of this Declaration. These Bylaws hereby amend, replace and supersedes all prior bylaws and amendments, rendering the prior bylaws and amendments of no further force and effect. These Bylaws, along with any future amendment(s), shall be the sole Bylaws for the Property.

#### CERTIFICATION

(J) Pursuant to Article XIII of the Enabling Declaration and Utah Code § 57-8a-104, written approval was obtained from at least 67% of the total ownership, approving and consenting to the recording of this Declaration, the attached Bylaws, and filing of the Articles.

By signing below, the Board hereby certifies that the above-described approval was obtained, approving and consenting to the recording of this Declaration, Bylaws and filing of the Articles.

(K) The Association and its Members desire to subject the Property to the terms and conditions of this Declaration, the Utah Community Association Act, Utah Code Ann. § 57-8a-101 *et. seq.*, and the Utah Revised Nonprofit Corporation Act, Utah Code Ann. § 16-6a-101 *et. seq.* The Property does not constitute a cooperative.

(L) These Recitals are made a part of this Declaration.

## COVENANTS, CONDITIONS AND RESTRICTIONS

### ARTICLE I DEFINITIONS

1.0 Unless the context clearly requires the application of a more general meaning, the following terms, when used in the Declaration, shall have the following meanings:

(A) “Act” means the Community Association Act, Utah Code Ann. Sections 57-8a-101 *et. seq.*

(B) “Assessment” shall mean any monetary charge, fine or fee imposed or levied against an Owner by the Association, as provided in the Governing Documents, regardless of whether said assessment is identified as a regular assessment, special assessment, individual assessment, reserve assessment, capital improvement assessment, fine, late fee or other charge.

(C) “Articles” shall mean the Amended & Restated Articles of Incorporation for the Association, as amended from time to time.

(D) “Association” shall mean DOVE MEADOWS HOMEOWNERS ASSOCIATION, INC. and as the context requires, the officers or directors of that Association.

(E) “Board” or “Board of Directors” shall mean the duly elected and acting Board of Directors of the Association. The Board shall function as the architectural control committee until such time as the Board elects to form a separate architectural control committee.

(F) “Bylaws” shall mean the Amended & Restated Bylaws of the Association, as amended from time to time, a copy of which is attached hereto as **Exhibit “B.”** No amendment to the Bylaws shall be effective until it is duly approved and recorded.

(G) “City” shall mean West Jordan, Utah and its appropriate departments, officials and committees.

(H) “County” shall mean Salt Lake County, Utah and its appropriate departments, officials and committees.

(I) “Common Area(s)” shall mean all property designated on the recorded Plat(s) as Common Area(s) or described within this Declaration as Common Area(s), being owned or intended ultimately to be owned by the Association for the common use and enjoyment of all Owners, together with all improvements or structures thereon and all of the easements appurtenant thereto, including, but not limited to: gates, entrance monuments, private streets, curbs, gutters, walkways serving the Common Area of two or more Dwellings, visitor parking areas, playground, basketball court, open space, perimeter fencing, and other facilities for the common benefit of Owners. All pipes, wires, conduits, or other public utility installations that serve common facilities

or two or more Dwelling that are not otherwise maintained by the City. The Association shall maintain the Common Area(s).

(J) "Common Expenses" means any and all costs, expenses and liabilities incurred by or on behalf of the Association, including, without limitation, costs, expenses and liabilities for (A) managing, operating, insuring, improving, repairing, replacing and maintaining the Common Areas; (B) providing facilities, utilities, services and other benefits to Owners as set forth in this Declaration; (C) administering and enforcing the covenants, conditions, restrictions, reservations and easements created hereby; (D) levying, collecting and enforcing the assessments; (F) operating the Association; and (G) creating reserves for any such costs, expenses and liability as required by this Declaration or the Act

(K) "Declaration" shall mean this Amended & Restated Declaration of Covenants, Conditions and Restrictions for Dove Meadows Planned Unit Development together with any subsequent amendments or additions through subsequent recording amendments or supplements.

(L) "Dwelling" shall mean the residential structure which is designed and intended for use and occupancy as a single family residence, together with Improvements used in conjunction with such residence, 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 Dwelling whether located within or without said Dwelling. All pipes, wires, conduits, or other public utility installations located within a Dwelling or serving only that Dwelling shall be considered part of the Dwelling.

- I. All exterior Improvements serving a Dwelling shall be part of that Dwelling including, but not limited to: steps, porches, patios, decks, awnings, fencing (excluding the Association perimeter fence), walkways, driveways and the like.

(M) "Governing Documents" shall mean this Declaration, Bylaws, Articles, Rules, and any other documents or agreements binding upon an Owner.

(N) "Improvement" shall mean all structures, Dwellings, residences, garages, walkways, retaining walls, driveways, roads, fences, landscaping, decks, stairs, poles, lighting, signs, satellite dishes or other antennas, and any mechanical equipment located on the exterior of any Lot.

(O) "Harmonious" shall refer to Improvements and structures within the community that are consistent with the existing character, architectural style, colors, and theme as other Improvements in the community so as to not detract from the theme and character of the community or neighboring property values and should not draw attention as being a deviation from the existing Improvements. Notwithstanding, all exterior Improvements must receive prior, written approval from the Association.

(P) "Lot" shall mean any numbered building lot shown on any official and recorded Plat(s) of all or a portion of the Project, including any Dwelling or Improvement constructed thereon.

(Q) "Manager" shall mean any entity or person engaged by the Board of Directors to manage the Project.

(R) "Owner" shall mean the person or persons having title to any Dwelling. Owner shall mean the person holding fee simple title and buyers under any contract for deed but shall exclude any person or entity holding title for purposes of securing performance of any obligations, including the trustee and/or beneficiary under a deed of trust or mortgagee under a mortgage. In addition, Owner may include a non-natural, but legally recognized entity, such as a limited liability company, corporation, partnership, limited partnership, trust, and/or other legally entity recognized by Utah State law. Accordingly, such an Owner may designate a natural person of its selection as Owner's agent to serve and act in the Owner's place. Notwithstanding the foregoing, an Owner may designate only one natural person to serve as its agent at any one time. Membership in the Association is appurtenant to each Dwelling and an Owner shall be deemed a "Member" of the Association.

(S) "Person" shall mean a natural person or any legal entity with a right to hold title to real property in its own name in the State of Utah.

(T) "Plat(s)" shall mean an official and recorded plat of Dove Meadows Planned Unit Development in the Salt Lake County Recorder's Office, as it may be amended from time to time.

(U) "Private Streets" shall mean and refer to all of the roads and streets, and curb and gutter within the Project that are designated on the Plat(s) as private streets. Private Streets shall for all purposes be deemed to be Common Areas.

(V) "Project" shall mean all phases of Dove Meadows Planned Unit Development and all Lots, Common Areas, and other property within the Project, as shown on the Plat(s) and any future Plat(s) covering the Property.

(W) "Property" shall have the meaning set forth in the Recitals.

(X) "Rules" mean any instrument adopted by the Board for the regulation and management of the Association as provided in the Governing Documents.

## ARTICLE II EASEMENTS

2.1 Easement Concerning Common Area. Each Owner shall have a nonexclusive right and easement of use and enjoyment in and to the Common Area. Such right and easement shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom,

or encumbered, pledged, assigned or otherwise alienated by an Owner. Any Owner may temporarily delegate the right and easement of use and enjoyment described herein to any family member, household guest, tenant, lessee, contract purchaser, or other person who resides on such Owner's Lot. Notwithstanding the foregoing, no Owner shall have any right or interest in any easements forming a portion of the Common Area except for the necessary parking, access, and utility easements for use in common with others.

2.2 Easement Concerning Landscaping Duties. The Association shall have a non-exclusive easement to maintain the landscaping on the Lots. The Association may adopt further Rules and procedures with regard to landscaping on Lots and individual requirements of respective Owners.

2.3 Limitation on Easement. An Owner's right and easement of use and enjoyment concerning the Common Area shall be subject to the following:

(a) The right of the Association to govern by Rules the use of the Common Area for the Owners so as to provide for the enjoyment of said Common Areas by every Owner in a manner consistent with the preservation of quiet enjoyment of the Lots by every Owner, including the right of the Association to impose reasonable limitations on the number of guests per Owner who at any given time are permitted to use the Common Area;

(b) The right of the Association to suspend an Owner's right to the use of the Common Areas, or any amenities included therein, for any period during which an Owner is in violation of the terms and conditions of the Governing Documents or delinquent in the payment of a levied assessment or fee.

(c) The right of the City, County, and any other governmental or quasi-governmental body having jurisdiction over the Property, to enjoy access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the Common Areas for the purpose of providing police and fire protection, transporting school children, utility access/installation, and providing any other governmental or municipal service; and

(d) The right of the Association to dedicate or transfer any part of the Common Areas for such purposes and subject to such conditions as may be agreed to by the Association, provided that such dedication or transfer must first be assented to in writing by the Owners of at least sixty-seven percent (67%) of the Lots. No such dedication or transfer, however, may take place without the Association first receiving written approval from City pursuant to all applicable state and city laws, rules and ordinances in effect at the time of such proposed dedication or transfer.

2.4 Reservation of Access and Utility Easements. The Association hereby reserves an easement for access and 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, together with the right to grant to a City and County, or any other appropriate governmental agency, public utility or other utility corporation or association, easements for such purposes over, under, across, along and through the Property upon the usual terms and conditions required by the grantee thereof for such easement rights, provided, however, that such easement rights must be exercised in such manner as not to interfere unreasonably with the use of the Property by the Owners and the Association and those claiming by, through or under the Owners or the Association; and in connection with the installation, maintenance or repair of any facilities as provided for in any of such easements, the Property shall be promptly restored by and at the expense of the person owning and exercising such easement rights to the approximate condition of the Property immediately prior to the exercise thereof.

2.5 Easements for Encroachments. If any part of the Common Area or Dwelling now existing encroaches upon any Lot, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall exist. If such Improvement shall be partially or totally destroyed and then rebuilt in a manner intended to duplicate the structure so destroyed, minor encroachments of such structure upon a Lot or upon any portion of the Common Area due to such reconstruction shall be permitted; and valid easements for such encroachments and the maintenance thereof, so long as they continue, shall exist.

2.6 Easement in Favor of Association. The Lots and Common Area are hereby made subject to the following easements in favor of the Association and its directors, officers, agents, employees and independent contractors:

(a) For inspection, maintenance, repair and replacement of portions of the Common Area and Lots.

(b) For correction of emergency conditions on one or more Lots or on portions of the Common Area.

(c) For the purpose of enabling the Association or any other committees appointed by the Association to exercise and discharge during reasonable hours their respective rights, powers and duties.

(d) Right of Entry. The Association shall have the right, but not the obligation, to enter upon any Dwelling for emergency, security and safety reasons, to perform maintenance pursuant to this Declaration, and/or in good faith to inspect for the purpose of insuring compliance with this Governing Documents. Such right may be exercised by any member of the Board, the Association's officers, agents, employees and managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter upon any Dwelling to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after requested by the Board.

**ARTICLE III**  
**COMMON AREAS, LOTS, DWELLINGS & MAINTENANCE RESPONSIBILITIES**

3.1 Maintenance of Common Areas by the Association. The Association shall furnish and be responsible for, at the Association's expense, the maintenance, repair and replacement of the Common Areas, which generally includes the following:

- (a) Asphalt repair, maintenance and replacement of private roads and visitor parking areas within the Project;
- (b) Repair, maintenance and replacement of any entry, gate and perimeter fencing in the Project;
- (c) Project perimeter fencing;
- (d) Light Poles (if any);
- (e) Community mailboxes (if any);
- (f) Walkways and sidewalks that serve more than one Lot, the Common Area, or are located in the Common Area;
- (g) Private utility lines/infrastructure that serves more than one Lot or the common facilities that are not maintained by the City or County.
- (h) Landscaping. The Association shall maintain all landscaping in the Common Areas, which use and design may be modified in the best interest of the Owners and Association. The Association shall maintain the sprinkler system in the Common Areas.
- (i) Snow Removal. The Association shall make reasonable and prudent efforts to contract with a third party for the removal of snow from private roads and other relevant Common Areas. The Association may adopt Rules with regard to further details for snow removal performed by the Association. Owners shall be responsible and take reasonable precautions with respect to ice and ice accumulation.

3.2 Owner's Maintenance Responsibilities. All components and Improvements of the Lots and Dwellings, not expressly identified as an Association responsibility above, shall be the responsibility of the respective Owner. Owners shall maintain their Dwellings and Lots in a clean, sanitary, attractive, and marketable condition, free of rodents and pests. No Owner shall permit his Lot or the Improvements thereon to fall into a state of disrepair.

- (a) Landscaping. The Association shall perform general landscaping maintenance on the Lots, as originally installed by the developer. These landscaping services generally include mowing and edging of grass.
  - i. Owners shall be responsible for the costs of maintenance, repair and replacement of sprinkler systems on the Owner's Lot. Owner shall also be responsible for any necessary landscaping replacement such sod, trees, bushes and similar



- items.
- ii. Xeriscaping and water-efficient landscaping design may be authorized in writing by the Board following its review of detailed landscaping plans or subject to landscape design rules adopted by the Board.
  - iii. Owners must provide access to the Lots for general landscaping maintenance, which includes gate access, removal of pet, pet feces, toys and other obstacles that could prevent general maintenance. If an owner fails to take these necessary steps, the Association will not be responsible to maintain such impacted areas on a Lot and Owner may be subject to further costs and enforcement.
  - iv. Owners must receive prior, written approval from the Association for any modification of landscaping on a Lot and shall be responsible for any cost related thereto.
  - v. The Association may adopt Rules to add further detail with regard specific landscape maintenance provided by the Association and those responsibilities of Owners concerning such items including, but not limited to: trees, bushes, gardens, flowerbeds, and other landscaping elements.
  - vi. Given the Association's maintenance responsibility for landscaping on Lots, the Association may assert control over the irrigation systems, timers, access, placement, and other items and functions governing exterior irrigation in the Project. The Association may adopt further rules and procedures with respect to irrigation, including replacement of timers and related infrastructure as technology changes over time. Owners shall cooperate in such activities and provide related access when necessary and convenient for the interests of all owners and the Associations.
  - vii. The Association may adopt Rules with regard to approved landscaping modification, which could include xeriscaping. The Association may adopt appropriate standards for such items and other landscaping.

- (b) Snow Removal. Owners shall be responsible for removing snow from driveways, porches, individual walkways, other applicable areas. Owners shall be responsible and take reasonable precautions with respect to ice and ice accumulation.

3.3 Repairs by Association. In the event that an Owner permits his Lot or Improvements to fall into a state of disrepair that is dangerous, unsafe, unsanitary, or unsightly condition or fails to comply with any other covenant or restriction in violation of this Declaration, the Association may give written notice to the Owner describing the condition complained of and

demand that the Owner correct the condition within fifteen (15) days. If the Owner fails to take corrective action, the Association shall have the right, but not the obligation, to enter upon the offending Owner's Lot and take corrective action to abate the condition. All costs of abatement shall be charged to the Owner, who agrees to promptly pay the reasonable costs of any work performed under this provision. In addition, each Owner hereby grants to the Association a lien on the Lot and any improvements to secure repayment of any sums advanced pursuant to this section, which lien may be foreclosed at any time by the Association in the manner prescribed in Utah for the foreclosure of mortgages. Alternatively, without requiring foreclosure, the Association may seek collection of sums advanced directly from the Owner of the Lot in question. Unpaid amounts may bear interest from the date advanced at the lawful judgment rate under applicable state law.

#### ARTICLE IV MEMBERSHIP

4.1 Membership in the Association shall at all times consist exclusively of the Owners. Each Owner shall be a member of the Association so long as such Owner has an ownership interest in a Lot and such membership shall automatically terminate when the Owner cease to have an ownership interest in the Lot. Upon the transfer of an ownership interest in a Lot the new Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association. If titled ownership to a Lot is held by more than one Person, the membership appurtenant to that Lot shall be shared by all such Person in the same proportional interest and by the same type of tenancy in which title to the Lot is held.

#### ARTICLE V VOTING

5.1 The Association shall have one class of voting membership, and each Owner shall be entitled to one (1) equal vote for each Lot in which they are an Owner. Since an Owner may be more than one Person, if only one of such Person(s) 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(s) 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.

#### ARTICLE VI HOMEOWNER ASSOCIATION

6.1 Organization. The Association has been created to effectively enforce the Governing Documents and shall operate as a non-profit corporation. The Association shall be

comprised of the Owners within the Project and is established for the benefit of the Owners and the enforcement of the Governing Documents. Membership in the Association is deemed an appurtenance to the Lot and is transferable only in conjunction with the transfer of the title to the Lot. The Association shall serve as the organizational body for all Owners.

6.2 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 Lot; (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.

(a) The Association shall have the exclusive right to initiate enforcement actions in the name of the Association. The Association may appear and represent the interest of the Project at all public meetings concerning zoning, variances, or other matters of general application and interest to the Owners.

(b) The Association shall have the authority to initiate and compromise claims and litigation on behalf of the Association resulting from the enforcement of the Governing Documents. In the event that the Association initiates legal action against a specific Owner or Owners to enforce these Governing Document, whether or not such action results in the commencement of a formal legal proceeding, the Association shall have the right to assess the costs of such litigation, dispute, or enforcement action, including reasonable attorney fees, against the Owner(s) or Lot(s) in question and collect those assessment in any manner authorized in the Governing Documents or Utah law.

(c) The Board shall be afforded discretion to utilize its reasonable judgment to determine whether and how to: impose fines, record liens, pursue legal action; otherwise enforce the Governing Documents; or when and how to settle or compromise claims.

6.3 Assessments. Assessments will be made to meet the anticipated and recurring costs, expenses, and Common Expenses of the Association. The Association has the power to levy assessments against each Lot as necessary to carry out its functions. Assessments shall be levied against all Lots in the Property, whether vacant or improved. Each Owner shall by acquiring or in any way becoming vested with his/her interest in a Lot, be deemed to covenant and agree to pay to the Association the assessments described in these covenants, together with late payment fees and costs of collection (including reasonable attorney fees), if and when applicable.

(a) All such amounts shall be, constitute and remain: (i) a charge and continuing lien upon the Dwelling with respect to which such assessment is made until fully paid; and (ii) the personal, joint and several obligations of the Owner or Owners of such Dwelling at the time the assessment falls due. No Owner may exempt himself or his

Dwelling from liability for payment of assessments by waiver of his rights in the Common Areas or by abandonment of his Dwelling. In a voluntary conveyance of a Dwelling, 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 Dwelling at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee.

(b) **Special Assessment.** The Association may levy special assessments for the purpose of defraying, in whole or in part: any expense or expenses not reasonably capable of being fully paid with funds generated by monthly assessments.

(c) **Individual Assessment.** The Association may levy individual assessments on every Dwelling, Owner or occupant that shall cause any damage to the Project or otherwise causes the Association to incur any individual expense for maintenance, repairs, or enforcement action taken under the provisions of the Governing Documents. The amount of any such individual assessments shall be determined by the cost of such repairs, maintenance, or enforcement action, including all overhead and administrative costs (including reasonable attorney fees), and shall be allocated among the affected Owner(s) or Dwelling(s) according to the cause of damage, maintenance, repair work or enforcement action, as the case may be, which individual assessment may be levied in advance of the performance of work.

(d) **Reserve Fund Assessment.** The Association may levy a reserve fund assessment, as set forth in this article.

(e) **Other Assessments.** The Association may levy other assessments or fees, as authorized by the Governing Documents.

6.4 **Budget.** The Board is authorized and required to adopt a budget for each fiscal year. The adopted budget shall be presented to the Owners at or before each annual meeting. Assessments shall be due and payable in a manner and on a schedule, as the Board may provide.

6.5 **Reserve Fund Analysis.** The Board shall cause a reserve analysis to be conducted no less frequently than every six (6) years to analyze the cost of repairing, replacing, or restoring Common Area that have a useful life of three years or more and a remaining useful life of less than 30 years. This reserve analysis should be reviewed no less frequently than every three (3) years and updated if necessary. The Board may conduct a reserve analysis itself or may engage a reliable person or organization, as determined by the Board, to conduct the reserve analysis.

- (a) The Board may not use money in a reserve fund other than the purpose for which the reserve fund was created unless a majority of Owners vote to approve the use.
- (b) The Board may not use money in a reserve fund for daily maintenance expenses, unless a majority of the Owners vote to approve the use, or there exists in the general budget a shortfall that the Board may use reserve funds to cover.

6.6 **Reserve Fund Account Creation.** The Board shall create a reserve fund account that is separate and distinct from the Association's general account, which account shall be funded from the reserve fund assessments. The amount of the reserve fund assessment shall be a separate

line item in the approved budget. The Board shall cause an assessment to be made against all Owners in an amount sufficient, within the Board's discretion, to fund the reserve account.

6.7 Reinvestment Fee. A Reinvestment Fee in the amount of one-thousandth of a percent or (0.001) shall be paid to the Association at the time of transfer of ownership of a Dwelling. Notwithstanding, change in ownership or transfer shall specifically not include a change in title as a result of conveyance to an immediate family member as part of an inheritance. Such amount shall be in addition to any pro rata share of Assessments due and adjusted at settlement. The existence of this Reinvestment Fee Covenant precludes the imposition of an additional reinvestment fee covenant on the burdened property and replaces in prior reinvestment fee. The purpose of this reinvestment fee is to benefit the burdened property and the Association by facilitating the maintenance of the Common Areas, facilities and/or Association expenses and improvements.

6.8 Date of Commencement of Assessments. The assessments provided for herein shall commence as to each Lot on the first day of the first month following the effective date of the first budget. Assessments shall be due and payable in a manner and on a schedule, as the Board may provide.

6.9 Fines. Following notice as required by the Act, the Association shall have the power to assess a fine against an Owner and/or their Lot for a violation of the terms and conditions of the Governing Documents in an amount set by the Board.

6.10 Hearing Process. The Board shall have authority to create a reasonable hearing process applicable when the Association takes an adverse action related to any particular Owner(s) in accordance with the Act.

6.11 Association Rules. The Board from time to time and subject to the provisions of the Governing Documents, may adopt, amend, repeal and enforce Rules governing: (a) the use of the Common Areas; (b) the use of any facilities owned by the Association; (c) the collection and disposal of refuse; (d) the maintenance of animals in the Project; (e) collection policies and procedures; and (f) other matters concerning the use and enjoyment of the Property and the conduct of residents, as deemed necessary by the Board. The Rules may supplement, clarify, and add detail to issues addressed in Governing Documents. However, the Rules may not contradict the Governing Documents.

6.12 Payoff Information. When a request is made to the Association to provide payoff information needed in connection with the financing, refinancing, or closing of a Lot Owner's sale of his/her Lot, the Association may charge a fee not to exceed \$50.

6.13 Availability of Documents. The Association shall make appropriate documents available to Owners (and their lenders, insurers and/or authorized agents) consistent with the Act and the Utah Revised Non-Profit Act. The Board may adopt a record retention policy to govern its record retention procedures.

**ARTICLE VII**  
**NONPAYMENT OF ASSESSMENTS & THE APPOINTMENT OF TRUSTEE**

7.1 Delinquent Assessment. Any assessment not timely paid shall be delinquent, and the Association may invoke any and all remedies to recover said delinquent assessments including by: suit, judgment, lien, foreclosure, or other remedy authorized by the Governing Documents or the Act.

7.2 Due Date & Late Charges. Unless otherwise established by the Board, monthly assessments shall be due and payable on the first of each month and late if not received by the 10<sup>th</sup> of each month. The Board may charge a late fee in an amount set by the Board, but not to exceed \$50, for each unpaid or late assessment. In addition to late fees, interest shall accrue on all unpaid balances at 18% per annum or 1.5% per month. The Board may also impose attorney fees and other reasonable charges imposed by a Manager or attorney related to collections.

7.3 Lien. Upon recording of a notice of lien on any Lot, there shall exist a perfected lien for unpaid assessments prior to all other liens, except: (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto; and (2) the lien or charge of any first or second mortgage of record made in good faith and for value recorded prior to a recorded notice of lien by the Association.

7.4 Foreclosure. The Association shall have the power to bid for the Lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be charged or levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged had such Lot not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid assessments and attorney fees shall be maintainable without foreclosing or waiving the lien securing the same.

7.5 Other Remedies. All rights and remedies of the Association shall be cumulative and the exercise of one right or remedy shall not preclude the exercise of any other right or remedy. The "One Action Rule" shall not be a defense to the enforcement of all rights and remedies of the Association. The Association may elect to bring an action to recover for a delinquent Assessment against the Owner or other obligee personally. Any attorney fees or costs incurred in these efforts shall also be assessed against the Owner(s), their Lot(s), and/or other obligees jointly and severally.

7.6 Payment by Tenant. The Association shall be entitled to demand and collect from a tenant of any Lot, the amount of any assessment that is more than sixty (60) days past due.

7.7 Attorney Fees. In addition to the recovery of costs and attorney fees as provided

herein, the Association shall be entitled to recover all reasonable attorney fees and costs incurred as a result of an Owner breach of the Governing Documents, including meetings, research, memoranda, monitoring and other legal work incurred in response to an Owner breach or violation of the Governing Documents. These fees may be collected by special or individual assessment against the subject Owner(s) or Lot(s).

**ARTICLE VIII**  
**SUBORDINATION OF LIEN TO INSTITUTIONAL**  
**FIRST AND SECOND MORTGAGES**

8.1 The lien of assessments and late charges (subject to the limitations of Utah law), and costs (including attorney fees) provided for herein, shall be subordinate to the lien of any institutional first or second mortgage of record made in good faith and for value, recorded prior to a recorded notice of lien by the Association. No foreclosure, sale or transfer shall relieve any Owner who was the Owner prior to such foreclosure, sale or transfer from personal liability for any assessments due and owing prior to such foreclosure, sale, or transfer.

**ARTICLE IX**  
**ARCHITECTURAL RESTRICTIONS**

9.1 Approved Plans & Alterations of Exterior Appearance. Owners shall maintain their Lots and Improvements in substantially the same condition and appearance that existed when initially constructed. No *visible, exterior* alterations, Improvements, or remodeling without the advance written approval of the Board or ACC. No visible, exterior Improvement should be made unless and until the plans and specifications showing the color, nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Board. The Board must provide prior, written approval of all plans for exterior construction, remodeling or landscaping plans within the Project, which plans must be Harmonious with existing Improvements and the existing character within the Project. The Board shall determine, in its sole discretion, whether the proposed Improvements will be Harmonious.

9.2 Dwelling Construction & Materials. The Board may adopt Rules with regard to allowed construction colors, materials, appearance etc.

9.3 Landscaping. No landscaping may be modified or changed, without the express written consent of the Board.

9.4 Temporary Structures. No structure of a temporary character, trailer, recreational vehicle, tent, shack, garage, barn, or other outbuilding shall be used on any Dwelling at any time as a residence, either temporarily or permanently.

9.5 Variances. The Board cannot grant any variance that has the effect of modifying applicable zoning or building code regulations or result in direct violation of the Governing Documents. The burden of obtaining a variance is entirely on the applicant.

9.6 Board Not Liable. The Board shall not be liable to the applicant for any damages, or to the Owners of any Lots within the Project for their actions, inactions, or approval or disapproval of any set of plans submitted for review. The Owners' shall have no claim against the Board as a result of the performance or failure to perform the duties created by this section.

9.7 Limitations on Review. The Board's review is limited to those matters expressly granted in this Declaration. The Board shall have no authority over the enforcement of building codes, zoning ordinances, or other statutes, laws or ordinances affecting the development or improvement of real property and shall have no liability to any Owner whose plans were approved in a manner that included any such violation. Corrections or changes in plans to bring them into conformity with applicable codes must be approved by the Board prior to construction.

## ARTICLE X USE LIMITATIONS & RESTRICTIONS

10.1 Rules and Regulations. The Association shall have authority to promulgate and enforce such reasonable rules, regulations and procedures as may be necessary or desirable to aid the Association in carrying out any of its functions or to insure that the Property is maintained and used in a manner consistent with the interest of the Owners.

10.2 Use of Common Areas. The Common Areas shall be used only in a manner consistent with their community nature and with the rules, regulations and use restrictions applicable to Dwellings. By ways of example, but not limitation, the Board of Directors may establish, create and enforce, in its sole discretion: rules or restrictions relative to the use of the parking stalls/areas within the Common Areas designated for non-exclusive use; and/or a means by which the courts or other recreational facilities in the Common Area may be equitably scheduled for use by the Members. No admission fees, charges for use, leases, or other income generating arrangement of any type shall be employed or entered into with respect to any portion of the Common Areas; provided, however, that vending machines and similar devices approved by the Board may be made available within the Common Areas.

10.3 Use of Dwellings. Each Dwelling shall be used only for a single-family residence, according to then existing zoning and use guidelines. No Dwelling shall be used, occupied, or altered in violation of law, so as to create a nuisance or interfere with the rights of any Owners, or in any way which would result in an increase in the cost of any insurance covering the Common Areas or any other Dwelling.

10.4 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall arise therefrom so as to render any part of the Property unsanitary or unsightly or which would be offensive or detrimental to any other part of the Property or to the occupants thereof. No noise or other nuisance shall be permitted to exist or operate upon any part of the Property so as to be offensive or detrimental to any other part of the Property, or to the occupants thereof. Without limiting the generality of any of the foregoing, no exterior speakers,



horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on the Property without the prior written approval of the Board.

10.5 Temporary and Other Structures. No structures of a temporary nature, trailer, basement house, tent, shack, shed, garage, barn or other outbuildings shall be used at any time as a residence either temporarily or permanently, nor shall said structures be permitted on the Property at any time. No old or secondhand structures shall be moved onto any Dwelling, it being the intention hereof that all structures erected and maintained on Dwellings or within the Property shall be new construction of good quality, workmanship and material.

10.6 Protection of Visual Aesthetics. The Project has been designed to create and maintain an open feeling. Accordingly, the following provisions shall govern, together with such other, supplemental rules as may be adopted from time to time by the Association:

10.6.1 Fencing may be constructed upon approval by the Association, through its Board.

10.6.2 No chain-link fence or other fencing shall be constructed on any part of the Property except in a manner and area approved by the Board, and provided, further, that any such fencing shall provide for access for maintenance in a manner approved by the Board.

10.6.3 No unsightly articles shall be permitted to remain on any part of the Property so as to be visible from any other Dwelling or the Common Areas. Without limiting the generality of the foregoing, trailers, mobile homes, motor homes, recreational vehicles, trucks other than pickups, boats, tractors, vehicles other than automobiles, campers not on a truck, snowmobiles, snow removal equipment and garden or maintenance equipment shall be kept at all times, except when in actual use, in an enclosed structure or screened from view, as approved in advance by the Board. Recreational vehicles and watercraft may be allowed in an Owner's driveway, for a maximum of 48 hours, for purposes of loading/unloading. Inoperable vehicles may only be contained in the enclosed garage. (However, visitors to Members, who have small recreational vehicles, motor homes, trailers, etc., which fit in a regular parking stall may utilize the parking stall on a temporary basis, which shall mean not more than seven (7) days in any one-month period.) No outside storage shall be permitted, unless specifically approved by appropriate resolution of the Board of Directors. No motorized vehicles of any type that are not in operating condition shall be allowed to be kept in the Dwellings outside parking areas, including, without limitation, Common Areas, for more than five (5) days. Furthermore, no vehicular repair shall be permitted in any outside parking areas, including Common Areas. Refuse, garbage and trash shall be kept at all times in a covered, noiseless container and any such container shall be kept within an enclosed structure or appropriately screened from view. Service areas, storage piles, compost piles and

facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No lumber, grass, shrub or tree clippings or plant waste, metals, bulk materials or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any Dwelling except within an enclosed structure or when appropriately screened from view.

10.7 No Further Subdividing. No Dwelling or Common Areas may be further subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Association; provided, however, the nothing herein shall be deemed to prevent or require the approval of the Association for the transfer or sale of any Dwelling to more than one person to be held by them as tenants in common, joint tenants, or otherwise.

10.8 Signs. No sign of any kind shall be displayed to the public view without the approval of the Association, and except such signs of customary and reasonable (small) dimensions as may be displayed from within a Dwelling advertising a Dwelling for sale or lease. Display of any "for sale" or "for lease" sign more than three (3) feet by two (2) feet shall require the prior written approval of the Association. A residential identification sign is permitted but should not exceed one (1) square foot in surface area. Numbers on residences shall be located in a position clearly legible from the street, but not more than six (6) feet above main floor level. Personal signs or expressions, such as (but not limited to) exterior decorative flags, religious signs and political signs may not be displayed unless permitted by, and in that event only in a manner which is consistent with, a policy adopted by the Board of Directors.

10.9 No Hazardous Activities. No activities shall be conducted on the Property and no improvements constructed on the Property, which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon the Property and no open fires nor incinerators shall be lighted or permitted on the Property except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace.

10.10 Improvements and Alterations. There shall be no excavation, construction or alteration (including a material alteration of color) which in any way alters the exterior appearance of any improvement within the Property nor removal of any improvement within the Property (other than repairs or rebuilding) without the prior written approval of the Association.

10.11 Exterior Antennas and Satellite Dishes. Only active dishes and antennas may be installed on the Dwelling, in a Board pre-approved location consistent with OTARD requirements. Prior service or services not in use that necessitated a dish or antenna must be removed immediately upon the cessation of the service. All antennas are restricted to the attic or interior of the Dwelling.

10.12 Pets & Animals. The Association may adopt further Rules governing pets and animals in the Project. The Association may also refer appropriate matters to West Jordan Animal Control.

10.13 Noise Ordinance. From 9 PM to 9 AM noise should be kept to a minimum consistent with City ordinances.

10.14 Parking. The Association may adopt rules governing parking in the Project.

10.15 No Business or Commercial Uses. No portion of the Project may be used for any commercial business use, provided, however, that nothing in this provision is intended to prevent the use by any Owner of his Lot for a home occupation pursuant to City or County ordinance. Businesses, professions or trades may not require heavy equipment or create a nuisance within the Project and may not noticeably increase the traffic flow to the Project.

**ARTICLE XI**  
**RENTAL/LEASE RESTRICTIONS**

11.1 Rental/Lease Restrictions.

(a) Daily, nightly, weekly, or monthly occupation by non-owner occupants is prohibited (whether pay or not), and Dwellings shall not be advertised or listed for short term rental on such sites as Airbnb, VRBO, HomeAway, Flipkey, Wimdu, House Trip and similar international, national or local providers. Such restrictions applies whether or not an Owner resides in the Dwelling.

(b) An Owner may lease to long-term tenants that occupy the Dwelling at the same time as the Owner, consistent with this Declaration and any local ordinances and restrictions.

(c) If an Owner does not reside in the Dwelling, an Owner may not lease less than the entire Dwelling for an otherwise qualifying Dwelling.

(d) Any lease or agreement for non-owner occupancy must be in writing, must be for an initial term of at least six months, and shall provide as a term of the agreement that the resident shall comply with the Governing Documents, and that any failure to comply shall be a default under the lease or agreement. If a lease or agreement for non-owner occupancy (whether in writing or not) does not include these provisions, these provisions shall nonetheless be deemed to be part of the lease or agreement and binding on the Owner and the resident.

(e) Parking related to any long term occupancy of a Dwelling is limited to the garage and driveway of a Dwelling.

(f) A copy of any lease or other agreement for non-owner occupancy shall be delivered to the Association at least five (5) days prior to occupation of the Dwelling by the non-owner occupant.

(g) The Owner(s) of a Dwelling shall be responsible for the occupant's or any guest's compliance with the Governing Documents. In addition to any other remedy for noncompliance with this Declaration, the Association, following notice to the Owner, shall have the right to initiate a forcible entry and unlawful detainer action, or similar such action, with the purpose of removing the offending non-owner occupant. The Association, Board, and the Manager shall not have any liability for any action taken pursuant to this subparagraph and the Owner shall indemnify and pay the defense costs of the Association, the Board, and the Manager arising from any claim related to any action taken in good faith by any of them pursuant to this subparagraph. For purposes of this subparagraph, each Owner in accepting the deed to a Dwelling expressly consents to such authority and authorizes and appoints the Association as attorney-in-fact for such Owner to execute any and all instruments and pursue any and all remedies available to remove the offending non-owner occupant.

(h) Violations of the provisions of this Article shall result in the imposition of a fines and/or other legal action, as allowed by the Declaration and Utah Community Association Act.

(i) Maximum Number of Rental Dwellings. The total number of Dwellings that may be non-owner occupied shall not exceed 7 total Dwellings. As of the date of this recording, a few Units are non-Owner occupied Dwellings, which are identified in **Exhibit "C"** (collectively "Existing Rental Dwellings"). The ability to lease an existing non-owner occupied Dwelling expires upon the sale or transfer of ownership of said Dwelling, or if an Owner re-occupies the Dwelling. The Association may develop and maintain an application and waiting list for those Owners that desire to lease their Dwelling. The Association will maintain a waiting list when the cap has been reached and additional Dwelling Owners desire to lease their Dwelling but cannot due to the rental cap.

(j) Exempt Non-Owner Occupied Dwellings. In addition to the Dwellings identified in **Exhibit "C"**, the following Dwellings may be non-owner-occupied Dwellings:

- i. An Owner in the military for the period of the Owner's deployment;
- ii. A Dwelling occupied by an Owner's parent, child, or sibling;
- iii. An Owner whose employer has relocated the Owner for less than two years;
- iv. An Owner that participates in a religious or humanitarian service for a period of three year or less with the intent of re-occupying the Dwelling; and
- v. A Dwelling owned by a trust or other entity created for the estate planning purposes if the trust or other estate planning

entity was created for:

1. The estate of a current resident of the Dwelling; or
  2. The parent, child, or sibling of the current resident of the Dwelling.
- (k) Permitted Rules. The Association may adopt Rules requiring the reporting and procedural requirement related to non-owner-occupied Dwellings and the occupants of those Dwellings, including requiring informational forms to be filled out by Owners and/or residents identifying non-owner occupants, vehicles, phone numbers, etc.. The Association may adopt other reasonable administrative provisions and rules as it deems appropriate to enforce, the requirements of this Declaration, expressly including parking rules and requirements.

## ARTICLE XII INSURANCE

12.1 Insurance Requirement. The Association shall obtain insurance as required in this Declaration and as required by the Act. The Association may obtain insurance that provides more or additional coverage than the insurance required in this Declaration. 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.

### 12.2 Property Insurance.

(a) Hazard Insurance.

- (i) Blanket Policy of Property Insurance. The Association shall maintain a blanket policy of property insurance covering all Common Areas and Limited Common Areas (if any). Any blanket policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all property covered by such policy at the time the insurance is purchased and at each renewal date. The actual replacement cost of the property shall be determined by using methods generally accepted in the insurance industry.

(b) Associations Obligation for Property Insurance Deductible. The Association shall maintain an amount equal to the Association's property insurance policy deductible or \$10,000, whichever is less. This requirement shall not apply to any earthquake or flood insurance deductible.

(c) Association's Right to Not Tender Claims that are Under the Deductible. If, in the exercise of its business judgment, the Board of Directors determines that a claim is likely not to exceed the Association's property insurance policy deductible the

Association need not tender the claim to the Association's insurer.

12.3 Comprehensive General Liability (CGL) Insurance. The Association shall obtain CGL Insurance insuring the Association, the agents and employees of the Association, and the Owner, against liability incident to the use, ownership or maintenance of the Common Area or membership in the Association. The coverage limits under such policy shall not be less than One Million Dollars (\$1,000,000) covering all claims for death of or injury to any one person or property damage in any single occurrence.

12.4 Director's and Officer's Insurance. The Association shall obtain Directors' and Officers' liability insurance protecting the Board of Directors, the officers, and the 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). The 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 act or similar 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 of Directors, 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.

12.5 Insurance Coverage for Theft and Embezzlement of Association Funds. The Association may obtain insurance covering the theft or embezzlement of funds coverage.

12.6 Association's Right to Negotiate All Claims and Losses and Receive Proceeds. Insurance proceeds for a loss under the Association's property insurance policy shall be payable to the Association; and shall not be payable to a holder of a security interest. Insurance proceeds shall be disbursed first for the repair or restoration of the damaged property if the property is to be repaired and restored as provided for in this Declaration. After any repair or restoration is complete and if the damaged property has been completely repaired or restored, any remaining proceeds shall be paid to the Association. If the property is not to be repaired or restored, then any proceeds remaining after such action as is necessary related to the property has been paid for, shall be distributed to the Owners and lien holders, as their interests remain with regard to the Dwellings. Each Owner hereby appoints the Association, as attorney-in-fact for the purpose of negotiating all losses related thereto, including: the collection, receipt of, and the execution of releases of liability, and the execution of all documents and the performance of all other acts necessary to administer such insurance and any claim. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representative, successors or assigns of an Owner.

12.7 Owner Act Cannot Void Coverage under Any Policy. An Owner's act or omission may not void an insurance policy or be a condition to recovery under a policy.

12.8 Owners' Individual Coverage. **EACH OWNER SHOULD PURCHASE INDIVIDUAL INSURANCE COVERAGE FOR THEIR LOT, DWELLING AND IMPROVEMENTS IN THE AMOUNT RECOMMENDED BY THE OWNER'S INSURANCE AGENT.**

### ARTICLE XIII DAMAGE & DESTRUCTION

13.1 Immediately after damage or destruction by fire or other casualty to all or any part of the Common Areas covered by insurance written in the name of the Association, the Board, or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Common Areas. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Common Areas to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

13.2 Any damage or destruction to the Common Areas shall be repaired or reconstructed unless Owners representing at least seventy-five (75%) percent of the total vote of the Association, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the costs of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Areas shall be repaired or reconstructed; provided, however, this provision shall not apply to construction mortgagees providing construction financing for such damaged property.

13.3 In the event, that it should be determined in the manner described above that the damage or destruction to the Common Areas shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Common Areas shall be restored to their natural state and maintained by the Association, in a neat and attractive condition.

### ARTICLE XIV DISBURSEMENT OF PROCEEDS

14.1 If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such

purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common Areas shall be retained by and for the benefit of the Association and placed in a capital improvement and/or reserve account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner(s) shall be retained by and for the benefit of the Association and placed in a capital improvement and/or reserve account.

**ARTICLE XV**  
**REPAIR AND RECONSTRUCTION**

15.1 If the damage or destruction to the Common Areas for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the members, levy a special assessment against all Owners as provided in the Governing Documents.

**ARTICLE XVI**  
**CONDEMNATION**

16.1 Whenever all of any part of the Common Areas shall be taken (or conveyed in lieu of and under threat of condemnation), the Board shall have authority to dispute, litigation, negotiate, settle, and/or accept payment to the Association, as trustee for all Owners. In the event of a conveyance, the Association shall restore or replace such Improvements so taken on the remaining land included in the Common Areas to the extent lands are available therefor, in accordance with plans approved by the Board of Directors of the Association. Any such net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

**ARTICLE XVII**  
**MISCELLANEOUS PROVISIONS**

17.1 Violation Deemed a Nuisance. Any violation of these covenants that is permitted to remain on the Property is deemed a nuisance and is subject to abatement by the Association.

(a) Any single or continuing violation of the covenants contained in this Declaration may be enjoined in an action brought by an Owner or by the Association. In any action brought to enforce these covenants, the prevailing party shall be entitled to recover as part of its judgment the reasonable costs of enforcement, including reasonable attorney fees and court costs.

(b) Nothing in this Declaration shall be construed as limiting the rights and remedies that may exist at common law or under applicable federal, state or local laws and ordinances for the abatement of nuisances, health and safety, or other matters. This Declaration is to be construed as being in addition to those remedies available at law.



(c) The remedies available under this Declaration and at law or equity generally are not to be considered as exclusive, but rather as cumulative.

(d) The failure to take enforcement action shall not be construed as a waiver of the contents contained in this Declaration in the future or against other similar violations.

17.2 Severability. Each of the covenants contained in this Declaration shall be independent of the others, and in the event that any one is found to be invalid, unenforceable, or illegal by a court of competent jurisdiction, the remaining covenants shall remain in full force.

17.3 Consent, Power of Attorney, Waiver. By acceptance of a deed, lease, or other conveyance of an interest in Dwelling, each Owner or Occupant consents to the rights reserved to the Association in this Declaration, including but not limited to, the right to prepare, execute, file, process, and record necessary and appropriated documents and other items to establish and grant easements and to make necessary and appropriate amendments of this Declaration, the Plat and Bylaws. By such acceptance, each Owner or Occupant agrees to execute all documents and to do all other things as may be necessary or convenient to effect the same; and such acceptance shall be deemed an appointment of the 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 Owner's or Occupant's behalf; and such appointment, being coupled with an interest, shall be irrevocable for the specific period of the Association's reserved rights as set forth in this Declaration and shall not be affected by the disability of any such Owner or Occupant.

17.4 No Representations and Warranties. EACH OWNER AND OCCUPANT UNDERSTANDS, AGREES, AND ACKNOWLEDGES THROUGH TAKING TITLE OR RESIDING IN THE PROJECT THAT THE ASSOCIATION AND THE BOARD OF DIRECTORS HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND RELATED TO THE PROJECT AND THAT EACH OWNER OR OCCUPANT HAS NOT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO THE PROJECT.

17.5 Conflicting Provisions. In the case of any conflict between the Governing Documents, the order of priority from the highest to the lowest shall be the Declaration, the Plat, the Articles, Bylaws, and then the Rules.

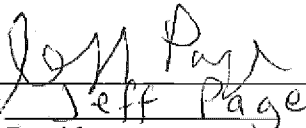
17.6 Amendment. This Declaration may be amended by approval of no less than fifty-one percent (51%) of all Members eligible to vote.

17.7 Constructive Notice. Every person who owns, occupies or acquires any right, title or interest in any Lot in the Project is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the provision of this Declaration against his/her Lot, whether or not there is any reference to this Declaration in the instrument by which he/she acquires interest in any Lot.

17.8 Notices. All notices under this Declaration are provided as set forth in the Bylaws.

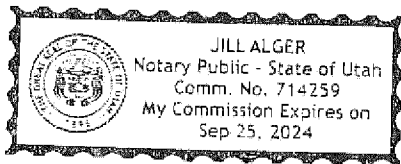
17.9 Liberal Interpretation. The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform plan for the development of the Project. Headings are inserted for convenience only and shall not be considered in interpretation of the provisions. Singular will include plural, and gender is intended to include masculine, feminine and neuter as well.

DOVE MEADOWS HOMEOWNERS ASSOCIATION, INC.

  
By: Jeff Page  
Its: President

STATE OF UTAH                    )  
  : ss  
COUNTY OF Salt Lake)

On this 18 day of September, 2022, personally appeared before me Jeffrey Jay Page, who being by me duly sworn, did say that he/she is the President of the Dove Meadows Homeowners Association, Inc., a Utah non-profit 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  
Legal Description**

All of Lots 101 through 134, and Parcel A, Dove Meadows Planned Unit Development, Phase 1, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder, Utah.

Parcel Nos. 27-03-205-001 through 27-03-205-010  
Parcel Nos. 27-03-206-001 through 27-03-206-008  
Parcel Nos. 27-03-203-034 through 27-03-206-043  
Parcel No. 27-03-201-087

All of Lots 201 through 226, Dove Meadows Planned Unit Development, Phase 2, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder, Utah.

Parcels Nos. 27-03-201-053 – through 072  
Parcel Nos. 27-03-203-044 – through 046  
Parcels Nos. 27-03-204-003 – through 008

**AMENDED & RESTATED BYLAWS  
OF DOVE MEADOWS HOMEOWNERS ASSOCIATION, INC.**

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The following are the Amended & Restated Bylaws of Dove Meadows Homeowners Association, Inc. ("Bylaws"), a Utah nonprofit corporation ("Association"). These Bylaws shall replace any prior bylaws and any amendments thereto through the date these Bylaws are recorded with the Salt Lake County Recorder. Upon recordation of these Bylaws, they are binding upon the Association and all present and future Owners and/or occupants.

**RECITALS**

- (A) The initial Bylaws of the Association were signed on June 29, 2001 but were never recorded in the Salt Lake County Recorder's Office ("Initial Bylaws").
- (B) These Bylaws shall hereby supersede and replace all prior bylaws whether or not recorded.
- (C) The Class B Period has ended.
- (D) Pursuant to Article VI of the Initial Bylaws, the Association received approval from no less than 51% of the total membership by their affirmative vote or written consent approving and consenting to the adoption and recording of these Bylaws.
- (E) These Recitals are made a part of these Bylaws.

**ARTICLE I  
DEFINITIONS**

**Section 1.1 Definitions.** All terms used but not defined herein shall have the meanings given them under that certain Amended & Restated Declaration of Covenants, Conditions and Restrictions of Dove Meadows Planned Unit Development recorded contemporaneously with these Bylaws, as amended ("Declaration").

**ARTICLE II  
MEETINGS OF OWNERS**

**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, which locations may include virtual or electronically held meetings through available technology.

**Section 2.2 Special Meetings.** Special meetings of the Owners may be called at the request of the Board, or upon written request of the Owners holding at least fifty-one percent (51%) of the total membership. Notwithstanding, the Board remains the only authorized body to act for and on 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 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 at the email or electronic address provided by the Owner. Said notice is effective upon sending the email or electronic communication. Notices provided by U.S. mail shall be sent via U.S. First Class Mail and effective upon deposit in the mail. 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 an Owner of the Association, or upon the written request by the Association, Owners shall provide a valid email address or other requested electronic information for purpose of notification related to the Association unless the Owner has opted out by providing a written request for notice by U.S. Mail.

**Section 2.4 Quorum.** Unless otherwise specifically set forth in the Declaration, at any meeting of Owners, a quorum shall be established when at least twenty percent (20%) of Owners are present, in person or by proxy, at a properly noticed meeting. 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, in person or proxy, 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 with the new meeting time, date and location. The Association may, but is not required, to provide additional means of notice to Owners of the rescheduled meeting.

**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, including electronic delivery as provided for in the proxy form provided by the Association. 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. The notice of meeting and/or the proxy form provided with any notice of meeting may also provide a deadline to return proxies, after which time further proxies will not be received. 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 Board, or its authorized representatives, shall preside over all meetings. The Secretary or other authorized person shall keep and maintain minutes of all meetings. The Board may adopt further policies and procedures regarding conduct at an Association meeting.

- (a) **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 without permission from the Association.

**Section 2.7 Action Taken Without a Meeting.** Under the direction of the Board, any action that may be taken at any annual or special meeting of Owners may be taken without a meeting through use of ballots or other written documents. The Board may obtain such approvals and conduct business in person, through mail, and/or email/electronic communications. Such documents must set forth the proposed action and provide the option of voting for or against each proposed action. The document must specify the period of time, up to 90 days, during which the Association shall accept responses. Following this period, the Association should provide notice if such action was approved. Unless a different approval percentage for the action is specifically set forth in the Governing Documents, the action must be approved by a majority of all eligible votes.

**Section 2.8 Voting.** Only an Owner that is current on all assessments and charges due and owing at least thirty (30) days prior a duly noticed meeting or ballot initiative shall be deemed in good standing and eligible vote.

### **ARTICLE III BOARD, SELECTION AND TERM OF OFFICE**

**Section 3.1 Number & Tenure.** The affairs of the Association shall be managed by a Board of Directors composed of five individuals ("Board"). Directors shall serve for a term of two years; provided, however, that at the first Board Meeting following the adoption of these Bylaws, the Board shall identify at least two of the Directors to serve for a one-year term. Thereafter, all Directors elected shall serve for a two-year term resulting in a staggered term of office for the Board. The members of the Board of Directors shall serve until their respective successors are elected, or until their death, resignation, or removal. Any change in the number of Directors may be made only by amendment of these Bylaws. At the first Board meeting following adoption of these Bylaws, the Board may make adjustments in the term of each Board member in order to establish the staggered terms described above.

**Section 3.2 Eligibility.** All members of the Board shall be Owners or an Owners' spouse or legal partner that resides with Owner in the Dwelling and who utilizes the Dwelling as their primary residence. Notwithstanding, only one member of a single household can be a member of the Board at any one time.

**Section 3.3 Resignation & Removal.** A Director may resign at any time by delivering a written resignation to another Directors. Unless otherwise specified therein, such resignation shall take effect upon delivery. 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/her successor shall be selected by the remaining Directors and shall serve for the unexpired term of his/her predecessor.

**Section 3.4 Compensation.** No Director shall receive compensation for his service on the Board of Directors. A Director may be reimbursed for his actual and approved 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 from all of the 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 may take appropriate action to develop, implement and update procedures for record retention.

#### **ARTICLE IV NOMINATION AND ELECTION OF DIRECTORS**

**Section 4.1 Nomination.** Nomination for election to the Board may be made by the Board, Owners from the floor at the annual meeting, or pursuant to other written notice and procedures established by the Board.

**Section 4.2 Election.** The election of Directors may be by written ballot, as determined at the discretion of the Board. The persons receiving the largest number of votes shall be elected. Cumulative voting is not authorized.

#### **ARTICLE V MEETINGS OF THE BOARD**

**Section 5.1 Regular Meetings.** Regular meetings of the Board shall be held at least quarterly, or more frequently as determined by the Board, including virtual or telephonic meetings through available technology. All notices 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 designated in writing), may attend 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.

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

**Section 5.4 Conduct of Meetings.** The Board, or its authorized representatives, shall preside over all meetings. The Secretary or other authorized person shall keep and maintain minutes of all meetings. The Board may adopt further policies and procedures with regard to conduct at a Board meeting.

- (a) **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 without authorization from the Board.

**Section 5.5 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 the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board.

## 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 Governing Documents and Utah law. The Board may delegate its authority to manager(s), subject to any limitations or provisions contained in the Governing Documents.

## ARTICLE VII OFFICERS AND THEIR DUTIES

**Section 7.1 Enumeration of Officers.** The officers of this Association shall be a president, secretary, and other offices, as determined by the Board, who shall at all times be members of the Board.

**Section 7.2 Appointment of Officers.** The appointment of officers shall take place at the first Board meeting following the annual meeting of the Owners. 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. The Board may designate a president, secretary and such other officers as it may determine.

**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 may be removed by the Board 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. 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 Duties.** The Board may adopt policies and resolutions to define the respective duties of Directors and Officers.

## **ARTICLE VIII COMMITTEES**

**Section 8.1 Committees.** The Board may appoint such committees as deemed appropriate in carrying out its purposes, including appointment of an Architectural Committee. A committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Board. The Board may terminate any committee at any time.

## **ARTICLE IX MISCELLANEOUS**

**Section 9.1 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 attended the meeting and no objection to the particular procedural issue was made at the meeting;
- (b) If the objecting person was not in attendance at the meeting but had proper notice of the meeting; or
- (c) 60 days following the meeting.

**Section 9.2 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.

**Section 9.3 Irregularities that Cannot Be Waived.** Any irregularity that is the result of fraud or that was done knowingly and intentionally in violation of the Governing Documents or Utah law.

**Section 9.4 Amendment.** These Bylaws may be amended by the approval of no less than fifty-one percent (51%) of all Members eligible to vote.

**Section 9.5 Fiscal Year.** The fiscal year of the Association shall begin on the first day of January and end on the 31<sup>st</sup> 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 recordation in the Office of the Salt Lake County Recorder, State of Utah.

Executed this 18<sup>th</sup> day of September, 2022.

DOVE MEADOWS HOMEOWNERS ASSOCIATION, INC.

By:

  
\_\_\_\_\_  
Jeff Page

Its: President

**Exhibit C**  
**Existing Rental Dwellings**  
**(Rental Unit Map)**

The Association shall maintain a list of Existing Rental Dwellings.