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REVISED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
CRYSTAL COVE, P.U.D.,
A Planned Unit Development in
South Jordan, Utah

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This Declaration is made on the date executed below by Crystal Cove, P.U.D., Home Owners Association, Inc. after approval by the requisite two-thirds of Member votes.

RECITALS

- A. Crystal Cove, P.U.D., is a Planned Unit Development located in South Jordan City, Salt Lake County, Utah.
- B. Crystal Cove, P.U.D., is subject to a declaration of covenants, conditions and restrictions recorded September 18, 2002 as entry 8357172 in the Salt Lake County Recorder's Office (Original Declaration). (Amended November 4, 2008, as Entry No. 10555480)
- C. This Declaration replaces the Original Declaration and all of its amendments and supplements in their entirety.
- D. This Declaration shall be binding against all Lots and Common Areas within Crystal Cove, P.U.D., as described in "Exhibit A".
- E. Under the Original Declaration, declarant rights have expired.
- F. All Owners, guests, invitees, agents, and Residents shall abide by the provisions of this declaration.
- G. These covenants, conditions, restrictions, easements, and limitations shall run with the land described in "Exhibit A" and shall be binding on and burden all parties having or acquiring any right, title or interest to the land or any part thereof and shall create servient tenements on the land. The covenants, conditions, restrictions, easements, and limitations shall also benefit all parties having or acquiring any right, title, or interest to the land and shall create dominant tenements on the land;
- H. The Association is incorporated as a Utah nonprofit corporation. If incorporated, it is entitled to the rights, obligations, and benefits of the Revised Nonprofit Corporation Act (Utah code Ann. 16-6a-101, et. seq.) as amended from time to time.
- I. Under the Original Declaration Section 10.3, two-thirds of the voting interests of the Lot Owners at a duly constituted meeting, or by written ballot in lieu of a meeting, approved this Declaration and the Bylaws.

NOW THEREFORE, FOR THE BENEFIT OF CRYSTAL COVE, P.U.D., AND THE LOT OWNERS THEREOF, THE FOLLOWING COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS SHALL APPLY TO AND BE BINDING UPON THE PROPERTY:

ARTICLE I - DEFINITIONS

Capitalized terms used in the Governing Documents (including recitals) have the following meanings:

Section 1.1 Articles

Articles mean the Articles of Incorporation for Crystal Cove, P.U.D., Home Owners Association, Inc.

Section 1.2 Assessment

Assessment means a charge imposed or levied by the association on or against a Lot or a Lot Owner and pursuant to a governing document recorded with the County Recorder.

Section 1.3 Association

Association means Crystal Cove, P.U.D. Home Owners Association, Inc., comprised of each respective Owner of a Lot in the subdivision. It is intended that the Association be a Utah non-profit corporation. The Association may renew its corporate status, reinstate its corporate status, or incorporate without Owner approval.

Section 1.4 Board

Board means the Board of Directors. The Board governs the Property, business, and affairs of the Association.

Section 1.5 Bylaws

Bylaws means the Bylaws of the Association, as amended or restated from time to time, which contains Regulations for the administration and management of this Association.

Section 1.6 Common Area

Common Area shall mean all the real Property and Improvements located within the Property, as shown on the official plat Map for the Property, other than the Lots and Improvements thereon and the Limited Common Area of each Lot. The Association owns all Common Areas and Improvements located thereon.

Section 1.7 Common Expenses

Common Expenses shall mean the actual and estimated expenses of Maintenance, improvement, repair, operation, insurance and management of the Common Area. Common Expenses shall also include the Maintenance of the Landscaping on the Limited Common Areas. Common Expenses also include the administration of the Association and a reserve for such purposes as determined by the Board, and all sums designated Common Expenses by or pursuant to the Declaration. Without limiting the generality of the foregoing, Common Expenses shall also include any commonly metered utility charges for Common Areas and fees paid by the Association to managers, accountants and attorneys.

Section 1.08 Declaration

Declaration means this document as amended, supplemented, or restated from time to time.

Section 1.09 Director

Director means a Member of the Board.

Section 1.10 Governing Documents

Governing Documents mean the Declaration, Bylaws, Articles of Incorporation, Map, Rules and Regulations, and Pool and Spa Facility Rules.

Section 1.11 Improvement

Improvement shall mean any structure, building, Landscaping, garage, fence, wall, gate, lighting, or other meaningful addition or alteration constructed or added to a Lot, Common Areas, and Limited Common Areas.

Section 1.12 Individual Assessment

Individual Assessment shall mean any expenses attributable to less than all the Lots which may be assessed exclusively against the affected Lots, such as fines, late fees, interest (including attorney's fees), cost of emergency repairs, reimbursement to the Association to correct violations of the Governing Documents, etc.

Section 1.13 Landscaping

Landscaping shall mean lawn, shrubs, flowers, trees and natural foliage located or placed on either Common Areas or Limited Common Areas.

Section 1.14 LARC

LARC means the Landscape and Architectural Review Committee appointed by the Board or the Board if no committee is appointed.

Section 1.15 Leasing

Leasing means granting the right to use or occupy a Lot to a non-Owner while no Owner occupies the Lot as their primary residence. Lots owned by business entities or trusts shall be considered leased or rented regardless of who occupies the Lot.

Section 1.16 Limited Common Area

Limited Common Area shall mean and refer to those Common Areas designated herein or on the Map as reserved for the

use of a certain Residence. Limited Common Areas include the front, side, and back Yards and any Improvements located thereon; and concrete driveways, patios, and walkways that only serve one Lot.

Section 1.17 Lot

Lot means a separately numbered parcel of Property as shown on the Map. Lots shall include all utility lines and other installations exclusively serving the Lot.

Section 1.18 Maintenance

Maintenance means the basic ongoing care needed to prevent the impairment of the Property and to retain the desired tone and character of the Community.

Section 1.19 Managing Agent

Managing Agent shall mean that Person or organization hired or designated by the Board of Directors to manage the day-to-day affairs and operations of the Association.

Section 1.20 Map

Map means the plat Map on file with the Salt Lake County Recorder for Crystal Cove, P.U.D., subdivision recorded as entry no. 7870893 in Book 2001P at page 85, as such Map may be amended or replaced from time to time.

Section 1.21 Member

Member means a Lot Owner.

Section 1.22 Mortgage

Mortgage shall mean any instrument creating a lien with respect to a Lot, including a Mortgage, deed of trust, or any similar agreement.

Section 1.23 Mortgagee

Mortgagee shall mean the holder of the obligation secured by a Mortgage.

Section 1.24 Nonprofit Act

Nonprofit Act means Utah Code Section 16-6a-101 et. seq., as amended or replaced from time to time.

Section 1.25 Owner

Owner means the Owner of the fee in a Lot. If a Lot is subject to an executory purchase contract, the contract purchaser shall be considered the Owner. However, the seller and buyer may otherwise agree but must inform the Board in writing of the alternate arrangement.

Section 1.26 Person

Person means an individual, corporation, partnership, association, Director, or other legal entity.

Section 1.27 Property

Property shall mean all the real Property described in "Exhibit A" hereto, consisting of all Lots, Common Areas, and Limited Common Areas of the Community.

Section 1.28 Residence

Residence shall mean a single building designed and constructed for Residential occupancy to be occupied by an Owner.

Section 1.29 Resident

Resident means any Person living or staying in the Community. Residents include without limitation: Owners, tenants, family members of Owners and tenants, and guests staying more than a week.

Section 1.30 Residential Unit

Residential Unit shall mean a single building designed and constructed for Residential occupancy to be occupied by an Owner.

Section 1.31 Utah Community Association Act

Utah Community Association Act shall mean Utah Code Section 57-Sa-101 et. seq., as amended or replaced from time to time.

Section 1.32 Yard

Yard means the Landscaped Limited Common Areas surrounding an Owner's Lot.

ARTICLE II - SUBMISSION AND PURPOSE

Section 2.1 Submission

The Property and the Governing Documents are submitted subject to the provisions of the Utah Community Association Act. The Property is subject to the covenants, conditions and restrictions of this Declaration and shall run with the land to protect and preserve each and every part of the Property, and which shall be binding upon each and every party which shall at any time have any right, title or interest in or to the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

Section 2.2 Purpose

The purpose of this Declaration is to ensure the use of the Property for attractive Residential purposes, to prevent nuisances, to prevent the impairment of the attractiveness of the Property, and to maintain the desired tone and character of the Subdivision, and thereby to secure to each Owner the full benefit and enjoyment of their Residence with no greater restriction on the free and undisturbed use of their site than is necessary to ensure the same advantages to the other Owners.

ARTICLE III - EASEMENTS

Section 3.1 Utility Easements

The Property is subject to public utility easements as shown on the Map. Utilities include, without limitation, water, sewer, gas, telephone, electricity, data, video, cable, fiber, or any other such utilities as they become available.

Section 3.2 Utility Maintenance

The Association shall have an easement for ingress and egress over and through all Lots and Common Areas to the extent necessary to discharge any Maintenance and repair obligation set forth in this Declaration.

Section 3.3 Easement for Installation, Maintenance, and Repair of Solar Power or Wind Energy Equipment

Association shall have a perpetual easement for the purpose of access and Maintenance upon, across, over, and under all portions of Crystal Cove to the extent reasonably necessary to install, replace, repair, and maintain photovoltaics, solar protector panels, equipment, conduits, lines, wind turbines, and anything else necessary for the production and generation of electricity from solar or wind energy. The Association may assign these rights to any company to provide, install or otherwise maintain such solar and/or wind power equipment. Any damage to a Unit resulting from the exercise of this easement shall promptly be repaired by, and at the expense of, the Person exercising the easement. The exercise of this easement shall not unreasonably interfere with the use of any Unit and, except in an emergency, entry onto any Unit shall be made only after reasonable notice to the Owner or occupant.

Section 3.4 Easements for Maintenance, Emergency, and Enforcement. The Association may come onto the exterior portions of a Unit to do Maintenance or to address violations of the covenants but will give prior notice unless there is an urgent need to enter the property before notice can be given. By this Declaration, the Association shall have the right, but not the obligation, to enter upon any Unit for emergency, security, and safety reasons, and to perform required Maintenance. Any Member of the Board and its duly authorized agents and assignees and all emergency personnel in the performance of their duties may exercise such right. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner.

ARTICLE IV – OPERATION AND MAINTENANCE

Section 4.1 Maintenance by the Owner

1) Responsibility to Rebuild or Repair. Because the physical condition of each Residential Unit affects the value of every other Residential Unit, the Owner of each Unit shall maintain its Residential Unit in such a manner that it shall have the continued capacity to be used as a Residential Unit, and thus benefit the other

Residential Units. The Owner shall not cause or permit to occur any damage, loss or injury to the Owners of the benefited Residential Units or their tenants by or as a result of any act of negligence or any willful, wanton or reckless act on its part or on the part of its tenant with respect to the Owner's Residential Unit. Should any Residential Unit be damaged or destroyed by fire, flood, wind, snow or any other cause of whatever nature, the Owner shall cause the Residential Unit upon the Lot to be repaired or rebuilt, subject to Article VII herein. Such repair or rebuilding shall commence not later than ninety (90) days after the occurrence of the damage or destruction and shall be completed not later than one (1) year after such occurrence.

2) Liability for Physical Damage. Notwithstanding anything to the contrary contained in this Article IV and subject to Article VII herein, the Owner, in the course of building, rebuilding, repairing, maintaining or otherwise working or causing work to be done upon their Lot, shall be liable to the Owners of any adjacent Lots and to the Association with respect to the Common Areas for any physical damage to any other Lot or Residential Unit and for any physical damage to any Common Area. The Owner shall cause any such damage to be repaired and the Lot, Residential Unit or Common Area affected to be placed in substantially the same state or condition that it was in prior to said damage. All such repairs shall be made by a licensed contractor subject to prior approval of the Board of Directors of the Association.

3) Maintenance of Residential Units. Each Residential Unit shall be maintained by the Owner thereof at their own cost and expense so as not to detract from the appearance of the Property and so as not to adversely affect the value or use of any other Residential Units, however, pursuant to section 4.2 below, the Association shall have the right to provide Maintenance or care as necessary. The Association shall have no obligation regarding Maintenance or care of Residential Units. The Owner shall be responsible for the removal of any Landscaping on their Limited Common Area which has died or become unsightly. Additionally, the Owner may be required by the LARC to replace the removed Landscaping to maintain the aesthetic tone of the Property.

Section 4.2 Maintenance by the Association

The Association shall maintain all streets, including curbing and adjoining sidewalks, within the Property. The Association shall provide snow removal for all streets, sidewalks, driveways and front walkways.

1) Unless assigned to an Owner pursuant to Section 4.1 above, the Association shall provide Maintenance to Landscaping on Limited Common Area Yards and all other Common Areas. This shall include the Maintenance of grass, trees, shrubs, and flowers in front Yards. Rear Yard Maintenance is confined to lawn care.

2) The Association shall provide winterization services to sprinkler systems in the Fall and start-up sprinkler services in the Spring.

3) The Association shall maintain and repair the fence around the perimeter of the Property. However, certain Maintenance and repairs of the fence, as described in Section 4.1 may be the responsibility of an individual Owner or Owners

4) The Association shall maintain all Common Area lighting throughout the Property.

5) The Association shall maintain the Improvements located on the Common Areas of the Property.

6) The Association shall operate, service, maintain, repair, and/or replace the entry gates.

7) After serving seven (7) days' notice, the Association may refuse to provide Maintenance services for the Yard of a Lot Owner because of unsanitary or unsafe conditions. In such situations, the Owner is not exempt from paying the full amount of their regular Assessment. Owners shall be responsible for the Yard Maintenance until the unsanitary or unsafe condition is resolved.

8) The Board, after seven (7) days' notice and opportunity for hearing, or in the case of an emergency, may immediately assume the Maintenance responsibility over a Lot and/or Residential Unit if, in the opinion of the Board, the Owner is unwilling or unable to adequately provide such Maintenance. Should the Board exercise its right under this provision, it shall not be liable for trespass or nuisance and shall have the right to levy an Individual Assessment to recover its Maintenance costs.

ARTICLE V - MEMBERSHIP AND ASSOCIATION

Section 5.1 Membership

Every Owner is a Member of the Association. Membership in the Association is mandatory, is appurtenant to the Lot, and shall not be separated from the Lot.

Section 5.2 Voting Rights

Each Lot shall have one vote. Voting is governed by the Bylaws.

Section 5.3 Status and Authority of Board

The Board is the governing body of the Association. It shall manage, operate, and maintain the Property, as outlined herein, and enforce the Governing Documents. The Board has exclusive authority to act in the Association's name. Any action taken by the Board on behalf of the Association will be deemed to be taken in the Association's name. The rights, powers, and duties of the Board are governed by this Declaration and the Bylaws.

Section 5.4 Composition and Selection of Board

The Bylaws govern how the Board is established and selected.

Section 5.5 Duties of the Association

Without limiting any other duties which may be imposed upon the Association by its Articles of Incorporation or this Declaration, the Association shall have the obligation and duty to do and perform each and every one of the following for the benefit of the Owners and the Maintenance and improvement of the Property:

- 1) The Association shall accept all Owners as Members of the Association.
- 2) The Association shall obtain and maintain in force the policies of insurance required by the provisions of this Declaration. Such insurance shall include, but is not limited to liability, fidelity and Director and Officer insurance in such amounts as deemed necessary by the Board.
- 3) The Association may employ a responsible corporation, partnership, firm, Person, or other entity as a Managing Agent to manage and control the Community, subject at all times to direction by the Board, with such administrative functions and powers as shall be delegated to the Managing Agent by the Officers. Any such Managing Agent shall not concurrently serve as a Member of the Board of Directors. The compensation of the Managing Agent shall be as specified in a management agreement negotiated by the Board. Any agreement appointing a Managing Agent shall be terminable by either party, with or without cause and without payment of any termination fee, upon thirty (30) days written notice thereof; and the term of any such agreement may not exceed one year, renewable by agreement of the parties for successive one-year periods. Any Managing Agent is an independent contractor and not an agent or employee of the Association.

Section 5.6 Powers and Authority of the Association

The Association shall have all the powers set forth in its Articles of Incorporation, this Declaration and the Bylaws, together with its general powers as a corporation, and the power to do any and all things which may be authorized, required or permitted to be done by the Association under and by virtue of this Declaration, including the power to levy and collect Assessments and fines as provided in this Declaration. Without in any way limiting the generality of the foregoing, the Association shall have the following powers:

- 1) The Association shall have the power and authority at any time and from time to time and without liability to any Owner for trespass, damage or otherwise, to enter upon any Lot for the purpose of maintaining and repairing such Lot or any Improvement thereon (excluding the interior of a Residence) if for any reason the Owner fails to maintain and repair such Lot or Improvement, or for the purpose of removing any Improvement constructed, reconstructed, refinished, altered or maintained upon such Lot in violation of this Declaration and charge the cost thereof to the Owner as an Assessment.

- 2) The Association shall also have the power and authority from time to time in its own name, on its own behalf, or in the name and behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration, any Rules and Regulations, or other Governing Documents promulgated by the Officers, or to enforce by mandatory injunction or otherwise all of the provisions of this Declaration and such Rules and Regulations.

- 3) The Association shall have the power and authority to obtain, contract and pay for, or to otherwise provide for:
 - (a) Such utility services, including (without limitation) water and sewer if applicable, and any other utilities deemed by the Board to be a Common Expense, but excluding individually metered utilities, which shall be the responsibility and expense of the Owners;
 - (b) The services of architects, engineers, attorneys and certified public accountants and such other professional or nonprofessional services as the Officers may deem desirable;
 - (c) Fire, police and such other protection services as the Board may deem desirable for the benefit of the Owners or any of the Property; and
 - (d) Such materials, supplies, furniture, equipment, services and labor as the Board may deem necessary.
 - (e) The Officers may delegate by resolution or contract to the Managing Agent any of its powers under this Declaration; provided, however, that the Officers cannot delegate to such Managing Agent the power to execute any contract binding on the Association for a sum in excess of One Thousand Dollars (\$1,000.00), unless expressly authorized by a duly adopted resolution of the Board.
 - (f) In addition to the restrictions and requirements in this Declaration, the Board from time to time may, by resolution, adopt, modify, or revoke such Rules and Regulations governing the conduct of Persons and the operation and use of the Lots as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Property. Reasonable fines may be levied and collected as an Assessment for violations of said Rules and Regulations.

ARTICLE VI - USE RESTRICTIONS

Section 6.1 Use of Lots

Lots shall be used for Residential purposes only. Nothing shall be done or kept in any Lot or in the Common Areas which would be a violation of statute, rule, ordinance, Regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Areas shall be committed by any Owner, or invitee of any Owner, and each Owner shall indemnify and hold the Board and the Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees.

Section 6.2 Cancellation of Insurance

Nothing shall be done or kept in any Lot or in the Common Areas or in any part thereof, which would result in the cancellation of the insurance on the Property or increase of the rate of the insurance on the Property or increase of the rate of insurance on the Property over what the Board, but for such activity, would pay, without the prior written consent of the Board.

Section 6.3 Nuisances and Non-Harmonious Use

No Resident shall create, maintain or permit a nuisance in, on or about the Property. For purposes of this section, a "nuisance" includes behavior which annoys, disturbs, or interferes with other Residents and interferes with their right to

the quiet and peaceful enjoyment of their Property. Prohibited activities include, but are not limited to, the following: any public or private nuisance; any noise or sound that is objectionable due to its intermittent character, beat, frequency, shrillness or loudness; light to be emitted from any Lot or Unit which is unreasonably bright or causes unreasonable glare; any obnoxious odor; any noxious, toxic, caustic or corrosive fuel or gas; any dust, dirt or fly ash in excessive quantities; any unusual fire explosion or other damaging or dangerous hazards; any assembly, manufacture or distillation operation; and the raising of animals except as generally permitted in Residential developments in the city in which the Property is located and any local zoning limitations.

A nuisance includes but is not limited to the following:

- 1) The development of any unclean, unhealthy, unsightly, or unkempt condition on, in or about a Lot.
- 2) The storage of any item, Property, or thing that will cause any Lot to appear to be in an unclean or untidy condition, or that would be noxious to the senses.
- 3) The accumulation of rubbish, unsightly debris, garbage equipment, or other things or materials so as to constitute an eyesore.
- 4) The storage of any substance, thing or material upon any Lot that will emit any foul, unpleasant or noxious odors, or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the other Residents in the Association.
- 5) The creation or Maintenance of any noxious or offensive condition or activity in any Lot or Common Area.
- 6) Actions or activities tending to cause embarrassment, discomfort, annoyance, distress or a disturbance to any other Residents, their guests or invitees, particularly if law enforcement must be called to restore order.
- 7) Maintaining any plants, animals, devices or items, instruments, equipment, machinery, fixtures, or things of any sort whose activities or existence in any way is illegal, noxious, dangerous, unsightly, unpleasant, or of a nature that diminishes or destroys the enjoyment of the Community by other Residents, their guests, or invitees.
- 8) Excessive noise in, or about any Lot, especially after 10:00 P.M. and before 7:00 A.M.
- 9) Excessive traffic in, on, or about a Lot or street, especially after 10:00 P.M. and before 7:00 A.M.
- 10) Allowing a pet to be unleashed while outside of the Owner's Lot.
- 11) Allowing continuous barking or other loud animal noises.
- 12) Allowing your animal to urinate or defecate on a neighboring Lot or Common Area and failing to immediately clean up any feces deposited on a Lot or Common Area of the Property.

Section 6.4 Restraints on Leasing and Renting

- 1) The leasing/renting of Lots is prohibited unless the Owner of the Lot meets an exemption defined below or applies for and receives permission to Lease the Lot pursuant to Section 6.4. Exemption from these restraints includes hardship exemptions.
- 2) Exemptions. The following are exempt from the rental restriction in Section 1:
 - a. An Owner in the military for the period of the Owner's deployment;
 - b. A Lot occupied by an Owner's parent, child or sibling;
 - c. An Owner whose employer has relocated the Owner for no less than two (2) years; or
 - d. A Lot owned by a trust or other entity created for estate planning purposes if the trust or the estate planning entity was created for:

- i. The estate of a current Resident of the Lot; or
- ii. The parent, child, or sibling of the current Residence of the Lot.

3) Terms of Agreement. Any agreement for the rental or leasing of a Lot (both above and hereafter referred to as "lease") shall be in writing and shall provide that the terms of such lease shall be subject in all respects to the provisions of this Declaration, the Articles, Bylaws, Rules and Regulations, and any other Governing Documents of the Association, and any amendments thereto (collectively the Governing Documents). The failure of a lessee to comply with the terms of the Governing Documents shall be a default under the lease. Owners with the right to rent or lease a Lot shall be responsible for assuring compliance by such Owner's lessee(s) with the Governing Documents and lease. Failure of an Owner to cure the lessee's default within fifteen (15) calendar days after receiving written notice from the Board of such default, shall entitle the Association, through the Board, to take any and all such action, including the institution of proceedings in unlawful detainer and/or eviction, on behalf of such Owner against lessee.

4) Notification of Lease. Within fourteen (14) days of entering into a lease regarding a Lot, an Owner shall furnish the Board with (i) a copy of the lease (the lease amount may be redacted), (ii) the telephone numbers of the lessee, and (iii) any change of address or telephone numbers of the Owners. The Board may then cause copies of the Governing Documents to be delivered to the lessee. The Governing Documents shall be binding on the lessee whether or not the Board delivers the Governing Documents to the lessee. Failure by the Owner to provide the information in this Section shall be deemed a default hereunder by such Owner. In the event of a default under this Section, the Board, after affording the Owner an opportunity to be heard, may levy a fine against such Owner in an amount determined by the Board, but in no event less than One Hundred Dollars (\$100). The Owner shall have fifteen (15) calendar days after receiving written notice of default from the Board to either pay the fine or request a hearing from the Board. If the fine is not timely paid, or a hearing requested, or the Board finds the Owner in violation after a hearing, the Board shall be entitled to exercise all of its rights hereunder by and under the law, including without limitation to (i) levy continuing fines against any Owner for each day the violation continues, each day being considered a separate violation, (ii) collect such fines, costs and attorney fees in connection therewith, and (iii) if the Owner's right to rent or lease the Lot was obtained pursuant to Section 10 below, deem the Owner in violation and terminate all further rights of the Owner to lease the Lot.

5) Hardship. If, at any time after this Amendment is recorded with the Salt Lake County Recorder, an Owner believes that they are enduring a hardship which requires the Owner to rent or lease the Owner's Lot (hereinafter the "Hardship"), the Owner may apply to the Board for a Hardship exemption from the rental restriction contained in this Section.

a. Application. The Owner must submit a request in writing to the Board seeking a Hardship exemption. The application must set forth in detail the reason(s) why the Owner needs a Hardship exemption from the rental restriction.

b. Approved Exemptions. The following Hardship exemptions shall be deemed expressly approved for up to a maximum of three (3) years:

- i. Religious service;
- ii. Government service;
- iii. Civic/Humanitarian service;
- iv. The Owner is a Mortgagee who has acquired title to the Lot through foreclosure or otherwise; and
- v. In the event the Owner must reside in a skilled nursing or assisted living facility, the Owner or their designated or appointed agent shall be allowed to rent or lease the Owner's Lot.

c. Conditional Exemptions. In addition to the exemptions stated in Section 6.4 (2) above, if, based on the information supplied to the Board by the Owner, the Board finds in its sole discretion that a reasonable Hardship exists, the Board may grant a waiver of rent restriction for up to a maximum of one (1) year.

d. Hardship Factors. Hardships that the Board may consider under Subsection "c" above, shall include, but not limited to: (i) hardships for death in family, (ii) transfers for jobs, or (iii) one or more significant medical treatments for an Owner or immediate family member of the Owner or for a Person who resides with the Owner that requires the Owner to be away from the Owner's unit during the medical treatment. The Board, in its sole discretion, may determine if a Hardship exemption shall be granted.

e. Application for Extension of Exemptions. If an Owner has been granted a Hardship exemption, the Owner must apply at least thirty (30) days prior to the expiration of such exemption for an extension of the exemption. The Board, in its

sole discretion, may decide if an extension of the Hardship exemption will be granted. In no event shall the exemption be extended for more than three (3) years.

f. Limit of Exemptions. In no event shall more than three (3) Hardship exemptions, not including extensions, be given to an Owner.

g. Leasing During Exemption. Any lease entered into under this Subsection shall be in writing and for a period of no less than thirty (30) days, and no more than one (1) year.

6) Association Right to Lease. The Association shall have the right to lease any Lots owned by the Association or any Lot which the Association has possession of, pursuant to any court order or foreclosure (judicial or non-judicial) and said Lots shall not be subject to the rental restriction as stated herein.

7) Compliance with Governing Documents and Default. Owners who rent or lease a Lot are responsible for ensuring compliance by their lessee(s) with the Governing Documents. Failure of an Owner to take legal action, including the institution of proceedings in Unlawful Detainer and/or Eviction against the lessee in violation of the Governing Documents within fifteen (15) calendar days after receipt of written demand from the Board to take action against lessee(s) in violation, shall entitle the Association, through the Board, to take any and all action available in law or equity, including without limitation the institution of proceedings in Unlawful Detainer/Eviction, on behalf of such Owner against his lessee. Additionally, if any Owner leases a Lot in violation of this provision, then after providing the Owner with the appropriate notice and hearing as required by law, the Owner fails to institute proceedings in Unlawful Detainer/Eviction against the lessee to have him removed from the Owner's Lot, then the Association may, but shall not have an obligation to, institute proceeding in Unlawful Detainer/Eviction on behalf of the Owner against the lessee to have the lessee evicted from the Property. Any expenses incurred by the Association in enforcing this provision, including attorney fees and cost of suit, shall be repaid to the Association by such Owner. Failure of the Owner to make repayment within fifteen (15) days after receipt of written demand thereof, shall entitle the Board to (i) levy and add to the Assessment against such Owner and his Lot, all expenses incurred by the Association and to foreclose the Assessment lien according to Utah law; and (ii) to file suit to collect the amounts due and owing.

8) Notice. Notices required hereunder shall be deemed given three (3) days after placing the same in U.S. First Class Mail postage prepaid, to the last address and/or email address of the Owner known to the Association. An Owner must notify the Association in writing of the Owner's correct address and subsequent change in address.

9) Rules and Regulation of Association. The Association shall create, by Rule or Regulation, procedures to:
a) Determine and track the number of rentals and Lots in the Association that are subject to the rental restrictions of this Amendment; and
b) Ensure consistent administration and enforcement of the rental restrictions.

10) Failure to Take Legal Action. Failure by an Owner to take legal action against their occupant who is in violation of the Governing Documents within ten (10) days after delivery of written demand to do so from the Board, shall entitle the Association to take any and all such action for and in behalf of said Owner and as his or her agent, including but not limited to the institution of legal proceedings on behalf of such Owner against his or her occupant for eviction, injunctive relief or damages. Neither the Association nor its agents shall be liable to the Owner or occupant for any legal action commenced under this Section that is made in good faith.

11) Recovery of Costs and Attorney Fees; Owner Liable. The Association shall be entitled to recover from the offending Owner its costs and attorney's fees incurred for enforcement of this Section, regardless of whether any lawsuit or other action is commenced. The Association may assess such costs and attorney's fees against the Owner and the Lot as an Assessment pursuant to this Declaration. Additionally, the Owner shall be liable for all fines, Assessments, or other penalties levied due to violations of their tenant. The Owner shall be personally liable for any violations caused by their tenant. Any Assessments, fines or penalties levied under this Section shall be collectible as an Assessment.

Section 6.5 Timeshares

Timeshares and time-sharing of Lots is prohibited. Under no circumstances shall any Lot be owned or used as a "time period unit" as defined by Utah Code Section 57-8-3(26), as amended from time to time.

Section 6.6 Subdivision of Lots

No Lot shall be further subdivided or separated into smaller Lots or parcels by any Owner, and no portion less than all of any such Lot, shall be conveyed or transferred by any Owner without the prior written approval of the Board. No Lot may be converted into a condominium or cooperative or other similar type of entity. No further covenants, conditions, restrictions or easements shall be recorded against any Lot without the written consent of the Board being evidenced on the recorded instrument containing such restrictions and without such approval such restrictions shall be null and void. No applications for rezoning, variances, or use permits shall be filed without the written approval of the Board and then only if such proposed use is in compliance with this Declaration.

Section 6.7 Transfer of Title

Any Owner desiring to sell or otherwise transfer title to his or her Unit shall give the Board at least seven days' prior written notice of the name, address and telephone numbers of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. The Person transferring title shall continue to be jointly and severally responsible with the Person accepting title for all obligations of the Owner, including Assessment obligations, until the date upon which the Board receives such notice, notwithstanding the transfer of title.

Section 6.8 Signs

No signs, posters, displays or other advertising devices of any character that are in public view shall be erected or maintained on any Lot without the prior written consent of the Board. However, the display of religious, political, or holiday signs, decorations, or symbols is permitted in accordance with the Rules and Regulations regarding time, place and manner determined by the Board and may be subject to change from time to time. No rule shall be made with respect to signs which has the effect of discriminating on the basis of religion. See Rules and Regulations for further details.

Section 6.9 Animals and Household Pets

- 1) No animals, livestock, or poultry of any kind may be raised, bred, kept or permitted within any Residence, except no more than two (2) dogs, cats, or other household pets, provided that they are not kept, bred or maintained for any commercial purpose. The Owner of any dog or cat must keep such dog or cat on a leash or keep it confined within the boundaries of the Lot and no cat or dog shall be allowed to run free throughout the Property.
- 2) Those animals which are permitted shall not cause any noise or disturbance that would be deemed a nuisance to other Owners or Residents within the Property. Any inconvenience, damage or unpleasantness caused by such pets shall be the responsibility of the respective Owners thereof and Owners shall be responsible for removal of wastes of their animals from all Common Areas and Limited Common Areas.
- 3) If a pet Owner violates any of the Association animal Rules and Regulations, the Board shall have the express authority to levy fines, and collect these by judgment, lien, or foreclosure. In extreme cases, the Board may require that the Owner or Resident remove their pet from the Community.

See Rules and Regulations for further details.

Section 6.10 Use, Storage and Parking of Vehicles

Owners or Residents are subject to Rules and Regulations regarding **driving, parking, standing and storing of motor vehicles in, on, or about the Property.**

See Rules and Regulations for further details.

Section 6.11 Antennas and Satellite Dishes

All television and radio antennas, satellite dishes or other electronic reception devices shall be completely erected, constructed and placed within the enclosed area of the Residence or garage on the Lot, or located and screened so, as much

as is reasonably possible, not be visible from the street. Exterior wiring or conduits for satellite dishes or similar devices shall only be permitted on a Residence after Board approval to help ensure aesthetic consistency among the Residences. No unsightly conduits or wiring is permitted. Other exceptions must first be expressly approved in writing by the Board. Notwithstanding the foregoing, all restrictions must comply with the Federal Communications Commission's "Over the Air Reception Device Rules" and any other applicable federal laws. Notwithstanding anything herein to the contrary, any reception devices, of any kind, installed or mounted on the exterior of a Residence shall first require the prior written consent of the Board.

Section 6.12 Solar Panels

The Association shall have the right to govern the use and installation of solar panels on the roof or on the Lot of any Residence. It is the intent and purpose of the Board to ensure quality of workmanship, design and extent of solar panel installation in order to harmonize with the existing surroundings and structures. Solar panels must be within state and city ordinances.

Section 6.13 Association Rules and Regulations, Pool and Spa Facility Rules

1) In addition to the restrictions and requirements of this Article, the Board from time to time may, by resolution, adopt, modify, or revoke such Rules and Regulations governing the conduct of Persons and the operation and use of the Lots as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Property. Reasonable fines may be levied and collected as an Assessment for violations of said Rules and Regulations.

2) No Owner or Resident shall violate the Rules and Regulations and Pool and Spa Facility Rules for the use of the Lots and of the Common Areas as adopted from time to time by the Board. An Owner shall be responsible for advising their tenants, guests, and invitees about the rules and shall be responsible for their tenants, guests, and invitees' compliance with the Rules and Regulations and Pool and Spa Facility Rules.

ARTICLE VII - LANDSCAPE AND ARCHITECTURAL REVIEW

Section 7.1 Landscape and Architectural Review Committee (the "LARC")

It is the intent and purpose of the LARC to ensure quality of workmanship, design and materials in order to ensure harmony of exterior design with the existing Improvements and Landscaping. The LARC shall review all proposed Landscape and architectural Improvement plans to ensure that the proposed changes comply with the requirements of this Declaration.

Section 7.2 Committee Membership, Appointment, and Removal

Three Members of the Board shall act as the LARC unless the Board appoints a separate committee to serve as the LARC. In the event that the Board appoints a separate committee to serve as the LARC, there shall be no fewer than three (3) Members and no more than five (5) Members. At least one Board Member may serve as a Member of the LARC. The term of office and the Membership of the LARC will be determined by the Board.

Section 7.3 Submission to Committee

No Improvement or change shall be commenced, erected, placed or altered on any Residence or Lot until an application has been submitted to and approved by the LARC. Applications must include the nature, shapes, heights, materials, colors and proposed locations of all such Improvements or changes. Applications should also include a proposed timeline showing start and finish dates. *See Exhibit B, "Architectural Request Form" in Rules and Regulations.*

Section 7.4 Structural and Exterior Alterations

There shall be no Improvements, alterations, repairs, Maintenance, excavation, repainting, refurbishing, or similar made to the exterior of any Residential Unit unless and until complete plans and specifications therefore have first been submitted to and approved by the LARC.

No building, fence, wall, gate, railing, or other structure shall be erected, Maintained, improved, or altered, (including choice of exterior color scheme and building materials) without the prior written approval of the LARC.

Section 7.5 Approval Procedure

The LARC shall provide its recommendation to the Board, and the Board shall render its approval or denial in writing with respect to the proposal within thirty (30) business days after it has received all material required by it with respect to the application. All decisions shall be made via an approved method of communication.

If the Board fails to render its decision of approval or denial within 30 days, the applying Owner should send notice to the Board or the LARC requesting a decision with respect to the proposal. If the Board fails to approve or deny the Owner's proposal within ten (10) days of receiving such notice, the application shall be deemed approved.

Section 7.6 Discretion

In determining whether or not to recommend approval or rejection of any proposal LARC may take into consideration attributes including, but not limited to location, shape, size, color, design, height, solar access, or negative effects on the enjoyment of other Lots, and any other factors which the LARC reasonably believes to be relevant.

The Board may, at its sole discretion, accept or reject the LARC's recommendation.

Section 7.7 Fees

The LARC may charge an Owner an application fee reflective of the actual costs incurred by the HOA to retain architects, attorneys, engineers, Landscape architects and other consultants as necessary to advise the LARC concerning any aspect of the application or compliance with any appropriate architectural criteria or standards. Any fee assessed herein shall be collectible as an Individual Assessment pursuant to this Declaration and the Bylaws.

Section 7.8 Effective Period of Approval

The Board's approval of any proposal shall automatically be revoked within three (3) months after issuance unless construction or other work relating to the proposal has been commenced or the applying Owner has applied for and received an extension of time from the LARC. Any construction shall be continuously and diligently performed until completion.

Section 7.9 Landscaping and Architectural Standards

In deciding whether to recommend approval or rejection of applications, the LARC shall use its best judgment to ensure that all Improvements on Lots within the Property conform to and harmonize with existing surroundings and structures.

Section 7.10 Building Materials

All Residential Units shall have masonry elevations. Masonry shall consist of brick, stone, or stucco in any combination covering the front, side and rear elevations. All materials and colors must be approved by the LARC.

Section 7.11 Landscaping

All Owners are responsible to ensure a fully Landscaped, well-maintained Yard. The Board of Directors may from time to time adopt additional Landscaping Rules and Regulations. Deciduous trees shall be at least 1.5 inches in caliper and coniferous trees shall be a minimum height of five (5) feet.

Section 7.12 Fencing and Gates

Fencing and gating of individual Lots shall be restricted to the rear Yard and side Yards only. Fence and gate material, color, and height for repair or replacement shall be approved by the LARC in keeping with the overall appearance of the Community. The repair or replacement cost of any shared fencing and gates is to be shared by the Property Owners receiving the benefit of such repair or replacement.

Section 7.13 Compliance

The LARC may inspect from time to time all work performed and determine whether it is in substantial compliance with the application and approval granted. If the LARC finds that the work was not performed in substantial conformation with

the application and approval granted, or if the LARC finds that the approval required was not obtained, the LARC shall notify the Owner of the noncompliance. The notice of noncompliance shall specify the particulars of noncompliance and shall require the Owner to remedy the noncompliance by a specific date.

If an Owner does not comply with a request from the LARC within the specified period or within any extension of such period as the LARC, at its discretion, may grant, the LARC may either remove the noncompliance or otherwise remedy the noncompliance. The cost of any such action shall be assessed against and collected against the Owner as an unpaid Individual Assessment.

Section 7.14 Appeal

Any Owner adversely impacted by an action of the LARC may appeal such action to the Board of Directors. Appeals shall be made in writing within ten (10) days of the LARC's action and shall contain specific objections or mitigating circumstances justifying the appeal. A final conclusive decision shall be made by the Board within thirty (30) days after receipt of such appeal. The determination of the Board shall be final.

Section 7.15 Liability

Neither the LARC nor any Member thereof shall be liable to any Owner, occupant, builder or other Person for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the LARC or a Member thereof, provided only that the LARC or Member has in accordance with the actual knowledge possessed by him or her, acted in good faith. The LARC is not responsible for determining compliance with structural and building codes, solar ordinances, zoning codes or other governmental Regulations, all of which are the responsibility of the Owner.

ARTICLE VIII - ASSESSMENTS

Section 8.1 Covenant for Assessment

By accepting a deed or other conveyance, each Owner covenants and agrees to pay the Association all regular Assessments, special Assessments, Individual Assessments, late penalties, and collection costs (including attorney's fees) whether or not a lawsuit is commenced. No Owner may exempt themselves from liability for Assessments by abandonment of their Lot or for any other reason. Except for foreclosures, the personal obligation for unpaid Assessments, late fees, interest, and collection costs, including attorney's fees, shall pass to the successor in title. If title passes through foreclosure sale, the successor in title shall be liable for unpaid Assessments, late fees, interest, and collection costs, including attorney's fees. A successor in title is entitled to a statement from the Association setting forth the amounts due by the prior Owner. The amounts set forth in the statement shall be binding upon the Association. If an Owner loses their Lot to foreclosure or voluntarily conveys it, they shall remain personally liable for unpaid Assessments, late fees, interest, and collection costs (including attorney's fees).

Section 8.2 Annual Budget

The Board shall prepare and adopt a budget for the Association, which the Board projects will provide for the administration, management, and operation of the Association according to the terms of the Governing Documents. The Board shall present the adopted budget to the Association Members at a meeting of the Members.

Section 8.3 Purpose of Assessments.

Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Residents of the Property and for the Improvement and Maintenance of the Common Areas or Resident's Property as specified in this document. The use made by the Association of funds obtained from Assessments may include payment of the cost of: advertising for the common benefit of the Owners, taxes and insurance on the Common Areas, water, sewer, Maintenance, repair, Improvements of the Common Areas; management and supervision of the Common Areas; establishing and funding a reserve to cover major repair or replacement of Improvements within the Common Areas; and any expense necessary or desirable to enable the Association to perform or fulfill its obligations, functions, or purposes under this Declaration or its Articles of Incorporation. Assessments shall be comprised of the regular monthly Assessment, the Reserve Fund Assessment, and any special Assessments imposed.

Section 8.4 Regular Assessment

The Association shall levy and collect a regular Assessment against each Lot to fund the Annual Budget. Notice of a new regular Assessment amount shall be sent to each Owner thirty (30) days in advance of each annual Assessment period. If the Board does not send notice of a new regular Assessment amount, the amount of the last adopted regular Assessment will remain in effect. The Association shall collect the regular Assessment on a monthly basis, by the fifth (5th) day of each month.

Section 8.5 Monthly Assessment Increases

- 1) The maximum monthly Assessment may be increased each year without a vote of the Members by an amount not more than 5% above the maximum monthly Assessment for the previous year.

- 2) The maximum monthly Assessment may be increased by more than 5% above the maximum monthly Assessment for the previous year only if the increase is approved by sixty percent (60%) of the votes of Members who are voting in Person or by proxy (Quorum not required) at a meeting duly called for this purpose. Written notice setting forth the purpose of the meeting shall be sent to all Members at least ten (10), but not more than thirty (30) days prior to the meeting date. Written notice setting forth the purpose of the meeting shall be sent to all Members at least ten (10), but not more than thirty (30) days prior to the meeting date.

Section 8.6 Special Assessments

In addition to the Assessments authorized above, the Association may levy special Assessments for the purpose of defraying, in whole or in part: (i) any expense or expenses not reasonably capable of being fully paid with funds generated by monthly Assessments; or (ii) the cost of any construction, reconstruction, or unexpectedly required repair or replacement of an Improvement or of Association Property upon the Common Areas. Any such special Assessment must be approved by sixty percent (60 %) of Members who are voting in Person or by proxy (Quorum not required) at a meeting duly called for this purpose. Written notice setting forth the purpose of the meeting shall be sent to all Members at least ten (10), but not more than thirty (30) days prior to the meeting date.

Section 8.7 Reserve Fund

- 1) The Association shall maintain a "Reserve Fund" (hereinafter referred to in this Article as the "Fund"). The Fund shall be deposited by the Association in a bank account at an FDIC insured banking institution or NCUA insured credit union, and shall be held and disbursed in accordance with this Article. In the discretion of the Board, the Fund may be invested in a certificate of deposit or similar account.

- 2) Each Lot shall be assessed \$30.00 per month (the "Reserve Assessment"), which shall be deposited by the Association in the Fund on a periodic basis. The Reserve Assessment may not be diminished by the Association unless and until the Fund reaches a minimum of \$100,000, but no more than \$200,000 at which time the Reserve Assessment may (but is not required to) be decreased or curtailed by the Association. The current Reserve Fund amount shall be determined by majority vote of the Board and shall be based on criteria such as reserve study recommendations, condition of existing Improvements, and current Association cash balances. If the Reserve Fund thereafter falls below \$100,000.00, the Association shall recommence the Reserve Assessment at the rate of \$30.00 per month.

- 3) The Reserve Fund shall be used by the Association to pay for repairing, maintaining, replacing, and/or rebuilding any roadways, curb, gutters, sidewalks, and any other Improvements located in the Common Areas, including any engineering, permits, or professional fees associated therewith. By majority vote of the Board, the Association may transfer any portion of the Fund in excess of \$100,000.00 to its general fund, to be used for such other purposes as the Association may determine.

Section 8.8 Individual Assessment

Any expenses attributable to less than all the Lots may be assessed exclusively against the affected Lots. Individual Assessments include, without limitation:

- 1) Assessments levied against a Lot to reimburse the Association for costs incurred in correcting a violation of the Governing Documents;
- 2) fines, late fees, interest, collection costs (including attorney's fees);
- 3) the cost of services provided to a Lot due to an Owner's failure to maintain, for emergency repairs, or to protect the health, safety, and welfare of adjoining Lots;
- 4) reinvestment fees; and
- 5) any charge described as an Individual Assessment by the Governing Documents.

Section 8.9 Apportionment of Assessments

Regular and Special Assessments will be apportioned equally among the Lots. Individual Assessments shall be apportioned exclusively to the Lots benefitted or affected.

Section 8.10 Nonpayment of Assessment

Assessments not paid within ten (10) days of the payment due date 5th of the month) are considered delinquent, and shall be subject to a twenty-five- dollar (\$25.00) penalty plus any fees incurred by the Association. If the Assessment and penalty are not paid within thirty (30) days, then the delinquent balance shall be subject to interest at twelve percent (12%) per annum from the Assessment due date until paid in full. The late payment penalty may only be charged once for the same delinquent monthly payment.

Section 8.11 Application of Partial Payments

Partial payments shall be credited first to collection costs (including attorney's fees), then to interest and late fees, then to the oldest Assessments, then the most recent Assessments.

Section 8.12 Suspension of Voting Rights

If an Owner has a delinquent Assessment balance, the Association may suspend their right to vote.

Section 8.13 Lien for Assessment

All Assessments, late fees, interest, and collection costs (including attorney's fees) not timely paid shall be a charge and continuing lien upon each Lot against which the Assessment is made. The Association shall file a notice of lien with the County Recorder as evidence of nonpayment.

Section 8.14 Enforcement of Lien

Without waiving its right to personally pursue an Owner for unpaid Assessments, the Association may foreclose its lien in the same manner as deeds of trust, Mortgages, or any other manner permitted by Utah law.

Section 8.15 Appointment of Board of Directors

The Owners hereby convey and warrant, pursuant to U.C.A. Sections 57-1-20 and 57-Sa-402, to the attorney of the Association, with power of sale, the Lot and all Improvements to the Lot for the purpose of securing payment of Assessments under the terms of the Declaration.

Section 8.16 Subordination of Lien

A lien for Assessments shall be subordinate to a first Mortgage now or hereafter placed upon a Lot. The sale of a Lot pursuant to foreclosure of a first Mortgage shall extinguish the lien for Assessments which became due prior to the foreclosure sale. A foreclosure will not relieve the purchaser's obligation to pay Assessments, late fees, and penalties.

ARTICLE IX - ENFORCEMENT

Section 9.1 Compliance

Each Owner and Resident is expected to comply in all respects with the Governing Documents. Failure to do so will be grounds for the remedies provided in this Declaration.

The Association, Owners, and all Persons subject to this Declaration, agree to encourage the amicable resolution of disputes involving the Property, including without limitation, claims, grievances, or disputes arising out of or relating to the interpretation, application or enforcement of this Declaration, Bylaws, or the Association rules. This provision is not intended to create any mandatory procedures for claim resolution, including mediation, and in no way limits parties from filing suit in any court or initiating any proceeding before an administrative tribunal.

Section 9.2 Power of Enforcement

Should it become necessary to compel compliance, enforcement shall be accomplished by any lawful means, including an action at law or in equity against any Person or Persons violating or attempting to violate any provision herein, either to restrain violation or recover damages. In the event a legal action is instituted by the Association to enforce compliance with or due to a breach of any of the provisions of this Declaration or other Governing Documents, the party found to have violated any provision(s) of this Declaration shall be liable to the prevailing party for the prevailing party's legal costs and expenses, including reasonable attorney's fee.

Section 9.3 Remedies

The remedies for violations shall be levied against the Owner in all cases and the Residents in cases involving injunctive relief. Remedies shall not be mutually exclusive and can be exercised concurrently. The Association shall have rights to take the following actions to correct violations of the Governing Documents:

- 1) After fifteen (15) days' notice, to enter a Lot and abate and/or remove any violation of the Governing Documents. Any expense incurred in abating or removing the violation will be an Individual Assessment against the Owner. If the Association exercises this right of entry, they will not be guilty of any manner of trespass or nuisance.
- 2) To levy fines pursuant to procedures adopted by the Board. The procedures shall comply with the Community Association Act;
- 3) To bring suit for damages, to enjoin, abate, or remedy the violation on behalf of the Association and the Owners;
- 4) To foreclose an Association's lien on an Owner's Lot.

Section 9.4 Action by Owner

After first making a request to the Board to remediate, an Owner may bring an action against another Owner or the Association for damages, to enjoin, abate, or remedy a violation being committed by another Owner or the Association.

Section 9.5 Hearings

The Board shall adopt procedures for hearings. When a hearing is requested or required, the hearing shall be conducted in accordance with the Board's procedures.

ARTICLE X - INSURANCE

Section 10.1 Types of Insurance Coverage

To the extent reasonably available, the Association shall obtain the following insurance coverage:

- 1) Public Liability for the Common Areas
- 2) Property, fire, and extended hazard for all Common Areas

3) Directors and Officers in an amount not less than one million dollars (\$1,000,000.00)

Section 10.2 Insurability of Property

The Board may adopt insurance rules and policies to maintain the insurability of the Property, keep the premiums reasonable, and enforce responsibilities of the Owners.

Section 10.3 Insurance Company

The Association shall use an insurance company knowledgeable with Community Association Insurance, which is licensed in Utah.

Section 10.4 Premium as a Common Expense

The premiums for the Association's insurance policies shall be a Common Expense.

Section 10.5 Insurance by Owner

Each Owner shall insure their Lot, home, and personal Property.

ARTICLE XI - MISCELLANEOUS

Section 11.1 Amendment of Declaration

Any amendment to this Declaration must be approved by the affirmative vote of two-thirds of Members who may vote in Person or by proxy at a meeting duly called for such purpose. However, the Board may amend without Owner approval, to correct misspellings, grammar, to comply with changes in the loan underwriting guidelines or to comply with changes in Utah State Law. Written notice setting forth the purpose of the meeting and the substance of the amendment proposed shall be sent to all Members at least ten (10), but not more than thirty (30) days prior to the meeting date. Any amendment authorized pursuant to this Declaration shall be accomplished through the recordation of an instrument executed by the Association with the county recorder's office.

Section 11.2 Votes without a Meeting

The Association may collect votes without a meeting as outlined in the Bylaws.

Section 11.3 Service of Process

The registered agent of the Association will be the Person named in the corporate records on file with the Utah State Division of Corporations. If the corporate status of the Association expires, the President shall be the successor agent. The name and address of the President shall be kept with the Association's records at its principal place of business.

Section 11.4 Taxes on Lots

Each Lot is subject to separate taxation of each taxing authority. Consequently, no taxes will be assessed against the Association except for Association personal Property. Each Owner will pay all taxes which may be assessed against him or his Lot.

Section 11.5 Covenants Run with the Land

This Declaration contains covenants which run with the land and create equitable servitudes. This Declaration shall be binding upon and inure to the benefit of the Association, all parties who hereafter acquire any interest in or occupy a Lot, their heirs, successors, assigns, grantees, devisees, personal representatives, guests, and invitees. Each Owner or Resident shall comply with the Governing Documents. All interests in the Lots shall be subject to the Governing Documents. Failure to comply shall be grounds for an action for damages or injunctive relief by the Association or an Owner. By acquiring any interest in a Lot, each Owner or Resident agrees to be bound by the Governing Documents.

Section 11.7 Severability

If any provision of this Declaration or the associated Governing Documents is determined to be invalid or unenforceable, it shall not affect the remaining provisions of the Declaration.

Section 11.8 Waiver

No provision of this Declaration or the associated Governing Documents shall be waived or abrogated by reason of a failure to enforce it.

Section 11.9 Gender

The use of one gender shall be deemed to refer to all genders. The use of the singular shall be deemed to refer to the plural and vice versa.

Section 11.10 Headings

The headings are for reference only and not to describe, interpret, limit, extend or affect the content of the Declaration.

Section 11.11 Conflicts

If there are conflicts between any of the Governing Documents and Utah law, Utah law shall control. If there are conflicts between or among any of the Governing Documents, then the Declaration, the Articles, the Bylaws, the Rules and Regulations - in that order - shall control. If any court determines that any provision of this Declaration is invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or applications of such provision in other instances.

Section 11.12 Effective Date. The Declaration and any amendments take effect upon recording in the Salt Lake County Recorder's Office.

EXHIBIT "A"
Legal Description

BEGINNING AT POINT WHICH IS S0°07'35"W, 12.65 FEET ALONG THE QUARTER SECTION LINE FROM THE NORTH QUARTER CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE S89°52'25"E, 53.00 FEET; THENCE 39.27 FEET ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS S44°52'25"E, 35.36 FEET); THENCE S89°52'25"E, 390.50 FEET; THENCE 31.42 FEET ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS N45°07'35"E, 28.28 FEET); THENCE N00°07'35"E, 266.88 FEET; THENCE 197.98 FEET ALONG THE ARC OF A 382.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS N14°43'16"W, 195.77 FEET); THENCE 59.17 FEET ALONG THE ARC OF A 448.00 FOOT RADIUS CURVE TO THE RIGHT (CORD BEARS N25°47'05"W, 59.13 FEET); THENCE N00°07'35"E, 168.75 FEET; THENCE S89°55'40"E, 719.25 FEET TO THE WESTERLY BANK OF THE SOUTH JORDAN CANAL; THENCE ALONG SAID CANAL THE FOLLOWING EIGHT (8) COURSES: S14°50'50"W, 115.41 FEET; THENCE S16°25'09"W, 215.22 FEET; THENCE S23°00'54"W, 136.25 FEET; THENCE S09°07'25"W, 156.69 FEET; THENCE S10°26'04"W, 62.71 FEET; THENCE S10°26'02"W, 138.93 FEET; THENCE S08°38'32"W, 142.23 FEET; THENCE S02°41'41"W, 162.86 FEET; THENCE LEAVING THE WESTERLY RIGHT OF WAY OF SAID SOUTH JORDAN CANAL AND RUNNING N89°55'40"W, 411.61 FEET; THENCE N00°07'35"E, 315.89 FEET; THENCE 31.42 FEET ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS N44°54'24"W, 28.28 FEET); THENCE N89°52'25"W, 390.50 FEET; THENCE 39.27 FEET ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT (CORD BEARS S45°07'35"W, 35.36 FEET); THENCE N89°52'25"W, 53.00 FEET TO THE QUARTER SECTION LINE; THENCE N00°07'35"E, 116.00 FEET ALONG THE QUARTER SECTION LINE TO THE POINT OF BEGINNING.

Lot	Parcel Number	Lot	Parcel Number	Lot	Parcel Number
1	27-22-206-001-0000	21	27-15-454-041-0000	43	27-15-454-022-0000
2	27-22-206-002-0000	22	27-15-454-012-0000	44	27-22-206-010-0000
3	27-22-206-003-0000	23	27-15-454-011-0000	45	27-22-206-009-0000
4	27-22-206-004-0000	24	27-15-454-056-0000	46	27-15-454-039-0000
5	27-22-206-005-0000	25	27-15-454-055-0000	47	27-15-454-038-0000
6	27-22-206-006-0000	26	27-15-454-054-0000	48	27-15-454-037-0000
7	27-22-206-007-0000	27	27-15-454-053-0000	49	27-15-454-036-0000
8	27-22-206-008-0000	28	27-15-454-052-0000	50	27-15-454-035-0000
9	27-22-206-015-0000	29	27-15-454-051-0000	51	27-15-454-034-0000
10	27-22-206-014-0000	30	27-15-454-050-0000	52	27-15-454-033-0000
11	27-22-206-013-0000	31	27-15-454-049-0000	53	27-15-454-032-0000
12	27-22-206-012-0000	34	27-15-454-013-0000	54	27-15-454-028-0000
13	27-22-206-011-0000	35	27-15-454-014-0000	55	27-15-454-029-0000
14	27-15-454-048-0000	36	27-15-454-015-0000	56	27-15-454-030-0000
15	27-15-454-047-0000	37	27-15-454-016-0000	57	27-15-454-031-0000
16	27-15-454-046-0000	38	27-15-454-017-0000	58	27-15-454-027-0000
17	27-15-454-045-0000	39	27-15-454-018-0000	59	27-15-454-026-0000
18	27-15-454-044-0000	40	27-15-454-019-0000	60	27-15-454-025-0000
19	27-15-454-043-0000	41	27-15-454-020-0000	61	27-15-454-024-0000
20	27-15-454-042-0000	42	27-15-454-021-0000	62	27-15-454-023-0000
				Area	27-15-454-040-0000

Crystal Cove P.U.D. Home Owners Association, Inc.

IN WITNESS WHEREOF, the Association has caused this Declaration to be executed by its duly authorized Officers.

DATE: 3-18-2024

Crystal Cove, P.U.D., Inc.

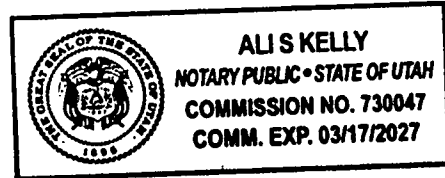
BY: Joshua Thomas
ITS: President

BY: Beverly Seal
ITS: Secretary/Treasurer

STATE OF UTAH
County of Salt Lake

On this 18 day of March 2024, personally appeared before me Joshua Thomas and Beverly Seal, who being duly sworn, did say that they are the President and Secretary of the Association, authorized to execute this Declaration, and did certify more than two-thirds of the voting power of the Lots approved this action.

Ali S Kelly
Notary Public



My Commission Expires: 03/17/2027

