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Country Pine View Homeowners Association, Inc.
2768 Kentucky Avenue
Salt Lake City, Utah 84117

Space Above for Recorder's Use

Parcel No: 22-02-301-020-0000

**DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS
FOR
COUNTRY PINE VIEW A PLANNED UNIT DEVELOPMENT**

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This Declaration of Covenants, Conditions, Restrictions, and Easements for Country Pine View a Planned Unit Development (“**Declaration**”) is made as of March 28, 2024, by GH PROPERTIES LLC, a Utah limited liability company (“**Declarant**”), whose address is 2768 Kentucky Avenue, Salt Lake City, Utah 84117.

BACKGROUND

A. Declarant is the owner of that certain property located in Salt Lake County, Utah and more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (the “**Property**”).

B. The Property is subject to the Country Pine View a Planned Unit Development plat recorded on March 26, 2024 in the Office of the Salt Lake County Recorder as Entry No. 14220717, in Book 2024P, at Page 074 (the “**Plat**”). The Plat creates four (4) units, designated as Unit 1, Unit 2, Unit 3 and Unit 4 (individually, a “**Unit**” and collectively, the “**Units**”) and designates certain Common Areas, and Limited Common Areas (as such terms are defined below). The Units, Common Areas and Limited Common Areas are sometimes collectively referred to herein as the “**Development**.”

C. Declarant has or will cause Country Pine View Homeowners Association, Inc., a Utah nonprofit corporation (the “**Association**”), to be incorporated under the laws of the State of Utah for the purposes of exercising the functions set forth in this Declaration and the “H.O.A.” under the Plat.

D. Declarant intends that the Property and the Units shall hereafter be subject to the covenants, conditions, restrictions and easements herein set forth. The name of the Development is Country Pine View a Planned Unit Development.

DECLARATION

Declarant hereby declares that this Declaration is adopted and that the Property and each of the Units will be held, sold, and conveyed subject to the following covenants, conditions, restrictions, and easements, which will run with the land and will be binding upon all parties having or acquiring any right, title, or interest in or to the Property, a Unit or any part thereof, and will inure to the benefit of each Owner thereof.

**Section 1
DEFINITIONS**

Capitalized terms used but not otherwise defined in this Declaration will have the respective meanings set forth in this Section 1.

1.1 **Articles.** The articles of incorporation of the Association, as may be amended from time to time. A copy of the Association’s current Articles is attached to this Declaration as Exhibit B and is incorporated by this reference.

1.2 **Assessments.** All assessments and other charges, fines, and fees imposed by the Declarant on an Owner in accordance with the Governing Documents.

1.3 **Board.** The board of directors of the Association.

1.4 **Bylaws.** The bylaws of the Association, as may be amended from time to time. A copy of the Association's current Bylaws is attached to this Declaration as Exhibit C and is incorporated by this reference.

1.5 **Common Areas.** Those areas (and any improvements on such areas) within the Development intended for the common use and enjoyment of the Owners and their Tenants and Guests, as designated on the Plat as "Common Area, P.U.E. and Drainage Easement" and/or "Private Right of Way, P.U.E. Mount Olympus Improvement District Sanitary Sewer Easement & Drainage Easement," including, without limitation, "Goodson Lane (10' Private Right of Way)" as depicted on the Plat or established by this Declaration. Common Areas and improvements include, but are not limited to: street lights, entrance driveways and roads that have not been dedicated and aprons, irrigations systems, utility lines in common areas or that are intended to be used for the benefit of more than one Unit. The Common Areas do not include the "Limited Common Area" set forth on the Plat.

1.6 **Common Expenses.** The actual and estimated expenses incurred, or anticipated to be incurred, by the Declarant for the general benefit of all Owners, including maintenance of the Common Areas and any reasonable reserve, as the Board may find necessary and appropriate pursuant to the Governing Documents, including, without limitation, the cost of carrying out the powers and obligations of the Declarant set forth in Sections 4 and 7.

1.7 **County.** Salt Lake County, Utah.

1.8 **Declarant.** GH Properties, LLC until the expiration of the Initial Declarant Control Period. Immediately upon the expiration of the Initial Declarant Control Period, the Association shall become the Declarant and shall have all rights, powers, duties and obligations granted to and assumed by the originally named Declarant under this Declaration.

1.9 **Director.** Any duly elected member of the Board.

1.10 **Dwelling.** The single family residence built or to be built on any Unit, including the attached garage.

1.11 **Governing Documents.** This Declaration, the Articles, the Bylaws, and the Rules and Regulations.

1.12 **Guest.** Any person who is a visitor or invitee and who (a) is accompanied by an Owner or a Tenant, or (b) has been granted permission by an Owner to occupy its Unit for a period of time.

1.13 **Initial Declarant Control Period.** The period commencing upon the recordation of this Declaration in the County's recorder's office and continuing until the first to occur of the following: (a) the date Declarant is no longer an Owner of any Unit; (b) Declarant records in the County's recorder's office a notice of resignation of Declarant; or (c) the tenth (10th) anniversary of the date this Declaration is recorded in the Recorder's Office.

1.14 **Member.** Any Person holding a membership in the Association pursuant to Section 2.2.

1.15 **Limited Common Area.** Those areas (and any improvements on such areas) within the Development intended for the use by one Owner and are designated on the Plat as "Limited Common Area." As set forth on the Plat, the exact location of the Limited Common Areas will be determined at the time of development of the Units. For clarity, the "Limited Common Area" does not include the Units.

1.16 **Owner.** Any Person having a fee ownership interest in a Unit. "Owner" does not include a Tenant or a Person holding less than a fee interest in a Unit. The rights, obligations, and other status of being an Owner commence upon acquisition of the ownership of a Unit and terminate upon disposition of such ownership, but termination of ownership will not discharge an Owner from obligations incurred before termination.

1.17 **Person.** A natural person, a corporation, a partnership, a limited liability company, a trust, or any other legal entity.

1.18 **Reserve Fund.** A fund established for the repair, replacement and restoration of the Common Areas, as described in Section 6.9.

1.19 **Rules and Regulations.** Those rules and regulations adopted by the Board from time to time governing the conduct of persons within, and the operation and use of the Common Area.

1.20 **State.** The State of Utah.

1.21 **Tenant.** A Person who is leasing or renting a Unit from an Owner.

Section 2 MEMBERSHIP IN THE ASSOCIATION

2.1 Organization.

The Association will be a Utah nonprofit corporation and will have the property, powers, and obligations set forth in this Declaration for the benefit of the Units and all Owners. The Articles will provide for the Association's perpetual existence, but if the Association is at any time dissolved, whether inadvertently or deliberately, it will automatically be succeeded by an unincorporated association of the same name. In that event all of the property, powers, and obligations of the incorporated association existing immediately before its dissolution will automatically vest in the successor unincorporated association, and such vesting will thereafter be confirmed as evidenced by appropriate conveyances and assignments by the incorporated association. To the greatest extent possible, any successor unincorporated association will be governed by the Articles and Bylaws as if they had been made to constitute the governing documents of the unincorporated association.

2.2 Membership.

Each Owner will be a Member of the Association. Such membership will begin automatically when a Person becomes an Owner and will continue until the Person is no longer an Owner, at which point the membership will expire automatically.

2.3 Voting Rights.

During the Initial Declarant Control Period, (a) each Member other than the Declarant will be entitled to one vote for each Unit owned by such Member, and (b) Declarant shall be entitled to five (5)

votes for each Unit owned by Declarant. After the Initial Declarant Control Period, each Member will be entitled to one vote for each Unit owned by such Member. Except by Declarant during the Declarant Control Period, in no event shall more than one vote be cast with respect to any one Unit. When a Unit is owned by multiple Owners, all such Persons will be Members and the vote for such Unit will be exercised as the Owners among themselves determine. However, if the Owners of a Unit cannot agree on how to exercise their vote with respect to a pending matter, any such Owner may deliver notice of such disagreement to the Association before the vote is finalized, and the vote will then be disregarded with respect to such matter (except for purposes of establishing a quorum).

Section 3 MANAGEMENT OF THE ASSOCIATION

3.1 Board.

The affairs of the Association will be conducted by the Board and by such officers as the Board may elect or appoint in accordance with the Articles and Bylaws. The Board will be composed of four (4) Directors. The Board will be determined by having each Owner of a Unit appoint one (1) Director. If an Owner owns two or more Units, such Owner shall have the right (a) to appoint the same number of Directors as the number of Units owned by such Owner, and (b) to elect to have the same person be the Director for each of the Unit it owns. In such event the same person is appointed as the Director for more than one Unit, on any matter, decision or action requiring the vote of the Board, such Director shall be entitled to cast the same number of votes as the number of Units for which he or she has been appointed as the Director. For example, if an Owner owns two Units and appoints himself or herself as the Director for both Units, such Owner, as the Director for both Units, shall be able to cast two votes for any matter, decision or action involving the vote of the Board.

3.2 Liability.

A Director or officer of the Association will not be liable to the Association or any Owner for any damage, loss, or prejudice suffered or claimed on account of any action or failure to act in the performance of his or her duties, except for acts of gross negligence or intentional acts. If any Director or officer of the Association is made a party to any proceeding because the individual is or was a Director or officer of the Association, the Association will indemnify such individual against liability and expenses incurred to the maximum extent permitted by law.

Section 4 POWERS AND OBLIGATIONS OF THE DECLARANT

4.1 General Powers and Obligations.

The Declarant will have, exercise, and perform all of the following powers, duties, and obligations:

- (a) the powers, duties, and obligations granted to the Declarant by this Declaration.
- (b) the powers and obligations of a nonprofit corporation pursuant to the general nonprofit corporation laws of the State.

(c) any additional or different powers, duties, and obligations necessary or desirable for the purpose of carrying out the functions of the Declarant pursuant to this Declaration or otherwise promoting the general benefit of the Owners.

4.2 Specific Powers and Duties.

The powers and duties of the Declarant will include, without limitation, the following:

(a) **Assessments.** The Declarant will adopt budgets and impose and collect Assessments as provided in Section 6.

(b) **Maintenance.** The Declarant will maintain the Common Areas in accordance with Section 7.

(c) **Insurance.** The Declarant will obtain and maintain insurance in accordance with Section 8.

(d) **Enforcement.** The Declarant will enforce the provisions of the Governing Documents pursuant to Section 9.

(e) **Rulemaking.** The Declarant may make, establish, amend and repeal Rules and Regulations governing the conduct of persons on, and the operation and use of, the Common Areas as it deems necessary or appropriate to ensure the peaceful and orderly use and enjoyment of the Common Areas in accordance with the Governing Documents. A copy of the Rules and Regulations, as amended from time to time, will be promptly delivered to each Owner by the Declarant and will be binding upon the Owners as of the date of delivery.

(f) **Employment of Agents, Advisers, and Contractors.** The Declarant may contract for the services of any Person as necessary or convenient for the management, maintenance, and operation of the Common Areas, and for the management and operation of the affairs of the Declarant.

4.3 Implied Rights and Obligations.

The Declarant may exercise any other power reasonably implied by, or necessary to carry out, an express power given to the Declarant under this Declaration.

Section 5 USE OF COMMON AREAS

5.1 Use of Common Areas.

Subject to Section 5.2, each Owner is hereby granted a nonexclusive easement and right to use the Common Areas for the purposes for which they are intended. However, no Owner, Tenant or Guest may use the Common Areas in a manner that unreasonably interferes with the rights of other Owners, Tenants and Guests to use the Common Areas. Subject to the Rules and Regulations, an Owner may delegate the foregoing right to its Tenants or Guests.

5.2 Limitations on Use of the Common Areas.

The right to use the Common Areas will be subject to the easements shown on the Plat, and to the following rights, easements, and limitations:

(a) The Association will have an easement and right of way allowing it to enter the Common Areas at any reasonable time for the purpose of: (i) performing cleaning, repair, inspection or maintenance on the Common Areas as authorized by the Governing Documents, (1) installing, replacing, repairing, and maintaining all utility and service lines and systems, including, without limitation, water, sewer, gas, telephone, electricity, and cable communication that service the Development or any portion thereof, and (2) installing, replacing, repairing and maintaining private drainage facilities, swales, berms and retaining walls, or enforcing the Governing Documents in accordance with Section 9. No such entry will be deemed to constitute a trespass or otherwise create any right of action in the Owner;

(b) an easement over the Common Areas in favor of police, fire, and other public officials in the performance of their official duties;

(c) the right of the Declarant to establish easements, reservations, exceptions, and exclusions consistent with the ownership of the Common Areas and the best interests of the Owners and the Declarant, including, without limitation, the right to grant easements over the Common Areas to any public agency, authority, or utility;

(d) a prohibition on physical partition of the Common Areas or any part thereof; and

(e) a prohibition against fires in the Common Areas.

5.3 The use and occupancy of the Limited Common Areas shall be reserved to the Unit immediately adjacent to such Limited Common Area, and the Owner of such Unit shall be solely responsible for the construction, maintenance and repair of such Limited Common Areas.

Section 6 **ASSESSMENTS**

6.1 Purpose of Assessments.

The Assessments levied by the Declarant will be used exclusively for the improvement, operation, and maintenance of the Common Areas, and for the enforcement of the Governing Documents.

6.2 Types of Assessments.

The Declarant may levy General Assessments, Special Assessments, Insurance Assessments, and Individual Assessments, all as more particularly described below.

6.3 Apportionment of General and Special Assessments.

Each Unit will be assessed its pro rata share of the General Assessments, Special Assessments and Insurance Assessments, which pro rata share will be calculated by dividing the total dollar amount of each such Assessment by the total number of Units.

6.4 Annual Budget.

The Board will prepare and adopt an annual budget for the Association each fiscal year, taking into account the Common Expenses, contributions to be made to the Reserve Fund, any surplus from previous fiscal years, and any income expected from sources other than Assessments. The Board shall present the adopted annual budget to the Owners at a meeting of the Owners. An annual budget shall be disapproved if within 45 days after the date of such meeting at which the Board presents the adopted

budget: (a) there is a vote of disapproval by at least 51% of the Owners, and (b) the vote is taken at a special meeting called for that purpose by the Owners under the Governing Documents. If a budget is disapproved in accordance with the foregoing sentence, the budget that the Board last adopted that was not disapproved by the Owners shall continue as the budget until and unless the Board presents another budget to the Owner and that budget is not disapproved.

6.5 General Assessments.

Based on the annual budget, the Declarant will determine the amount of the General Assessment, which will be apportioned among the Units as provided in Section 6.3. General Assessments may be payable in lump sum or in installments, as provided in the Bylaws.

6.6 Special Assessments.

In addition to the General Assessments authorized in Section 6.5, the Declarant may levy during any fiscal year a Special Assessment applicable to that year only, for the purpose of deferring all or any part of the cost of unbudgeted expenses, expenses in excess of those budgeted, or other unanticipated, extraordinary, or emergency expenses. Special Assessments which in the aggregate in any fiscal year exceed an amount equal to 15% of the budgeted gross expenses of the Declarant for the fiscal year may be levied only if approved by at least 67% of the Owners present at a duly scheduled meeting of the Declarant at which a quorum is present. Special Assessments will be apportioned as provided in Section 6.3 and may be payable in lump sum or in installments, as provided in the Bylaws.

6.7 Insurance Assessments.

The Declarant shall levy during each fiscal year an Insurance Assessment applicable to that year only, for the purpose of covering the cost of all casualty insurance maintained by the Declarant pursuant to the requirements of this Declaration. Each Unit will be assessed its pro rata share of the Insurance Assessments.

6.8 Individual Assessments.

Individual Assessments will include fines imposed for violation of the Governing Documents and charges against a Unit to reimburse the Declarant for costs incurred in bringing the Unit or its Owner into compliance with the Governing Documents. Individual Assessments may be payable in lump sum or in installments, as provided in the Bylaws.

6.9 Reserve Fund.

The Declarant may establish a Reserve Fund for repair, replacement and restoration of portions of the Common Areas having a useful life of more than three (3) years. The Declarant shall cause an analysis of the Reserve Fund to be conducted no less frequently than every six (6) years or as otherwise required by the law. When budgeting for the Reserve Fund, the Declarant will take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repairs or replacement cost. The Declarant may borrow funds from the Reserve Fund to meet high seasonal demands on the regular operating funds or to meet other temporary or emergency expenses which will later be paid from General Assessments or Special Assessments. Notwithstanding the foregoing sentence, the Reserve Fund shall not be used for daily maintenance expenses unless such expenses are approved by a majority of Owners present at a duly scheduled meeting of the Declarant at which a quorum is present. At each annual meeting of the Owners, or any special meetings duly convened as set forth in the Bylaws, the Declarant shall present the reserve study and provide an opportunity for Owners to discuss the

Reserve Fund and the ways in which it should be funded. The decision and discussion of the Declarant shall be kept in the meeting minutes of the Declarant, as such minutes are duly kept as set forth in the Bylaws.

6.10 Creation of Lien and Personal Obligation of Assessments.

Each Owner is deemed to covenant, for each Unit owned by it, to pay to the Declarant all Assessments as may be fixed, established, and collected from time to time pursuant to this Declaration. Assessments will also be the personal obligation of each Person who was an Owner of the Unit at the time the Assessment was assessed. Each Assessment, together with any interest, expenses, or attorneys' fees imposed pursuant to Section 9.5, will be a continuing lien upon the Unit against which it is assessed. An Owner who sells its Unit will not be entitled to a refund from the Declarant of any Assessments paid in advance. However, the purchasing Owner will be entitled to a credit for any Assessments paid in advance by a previous Owner, and the selling Owner may seek a corresponding credit from the purchasing Owner.

6.11 Appointment of Assessment Director.

Declarant hereby designates First American Title Insurance Company as the "trustee" for purposes of Section 57-8a-302 of the Utah Community Association Act. Declarant further hereby informs each Owner that such Owner's acceptance of an interest in a Unit constitutes a simultaneous conveyance of the Unit in trust, with power of sale, to said trustee or such substitute trustee as the Declarant may designate from time to time, as provided in Section 57-8a-302 of the Utah Community Association Act, for the purpose as securing payment of all amounts due under the Declaration or pursuant to such act. In accordance with Section 57-8a-212(1)(j)(ii): The Declarant hereby conveys and warrants pursuant to U.C.A. Sections 57-1-2- and 57-8a-302 to First American Title Insurance Company, with power of sale, the Unit and all improvements to the Unit for the purpose of securing payment of assessments under the terms of the Declaration.

Section 7 MAINTENANCE

The Declarant will maintain the Common Areas in good condition and repair and as required by applicable laws.

Section 8 INSURANCE

8.1 Insurance.

(a) **Property Insurance.** To the extent required by applicable law or as desired by Declarant, the Declarant shall maintain a "master" or "blanket" policy of special form property insurance covering 100% of the current replacement cost of the Common Areas (which may or may not include coverage for casualty loss caused by an earthquake) in such coverage amounts and with respect to such insured property as the Declarant may determine in its sole and absolute discretion, subject to the requirements of applicable law.

(b) **General Liability Insurance.** To the extent required by applicable law or as desired by Declarant, the Declarant will maintain in force, and pay the premium for a policy providing commercial general liability insurance coverage covering all of the Common Areas. Subject to the

requirements of applicable law, the coverage limits under the policy will be in amounts determined by the Declarant.

Section 9 ENFORCEMENT

9.1 General.

The Declarant will notify any Owner in writing of any violation of the Governing Documents for which the Owner is responsible, including violations caused by a Tenant or Guest of the Owner, and will specify any necessary remedial action. If (1) the Owner has not begun and diligently pursued the remedial action within at least 48 hours of notification (or such longer period as specified below or as the Declarant may deem appropriate); (2) the Owner and the Declarant cannot agree to a mutually acceptable solution consistent with the Governing Documents; and (3) the Declarant has given the Owner reasonable opportunity to be heard; then the Declarant may do any or all of the following:

- (a) subject to the additional requirements of Section 9.2, impose reasonable fines as an Individual Assessment upon the Owner;
- (b) foreclose the Assessment lien as described in Section 9.4;
- (c) bring suit or action against the Owner to enforce the provisions of this Declaration; or
- (d) pursue any other remedy available at law or in equity.

9.2 Fines.

Only the Declarant may assess a fine against an Owner. A fine may be assessed only for a violation of a rule, covenant, condition, or restriction that is specifically listed in the Governing Documents. A fine must be in the amount specifically provided for in the Governing Documents for the specific type of violation, or in an amount commensurate with the nature of the violation. Before assessing a fine, the Declarant will notify the delinquent Owner of the violation and inform the Owner that a fine will be imposed if the violation is not remedied within 48 hours (or such longer cure period as may be deemed appropriate by the Declarant). Any Owner assessed a fine may request an informal hearing to protest or dispute the fine within 14 days from the date the fine is assessed. The hearing will be conducted in accordance with the standards provided in the Governing Documents. If a hearing is requested within the 14-day period, no interest or late fees may accrue on a fine until after the hearing has been conducted and a final decision has been rendered.

9.3 Suspension of Voting Rights.

If an Owner fails to pay an Assessment levied under the Governing Documents within 30 days of its due date, the Declarant may suspend the Owner's voting rights. Before suspending voting, the Declarant will send a written notice to the delinquent Owner of (a) the amount of the past-due Assessment, including any interest or late fees; (b) the Declarant's intent to suspend the Owner's voting rights and access to the Common Areas if payment of the past-due Assessment is not received within 14 days (or such longer cure period as may be deemed appropriate by the Declarant); and (c) the Owner's right to request an informal hearing with the Declarant within 14 days after receipt of the notice. If a hearing is requested by the delinquent Owner, a hearing will be conducted in accordance with the

standards provided in the Governing Documents, and no interest or late fees may accrue on a fine until after the hearing has been conducted and a final decision has been rendered.

9.4 Enforcement of Assessment Lien.

The Declarant will have a lien against each Unit for any Assessment levied against the Unit and the Owner thereof under the Governing Documents from the date on which the Assessment is due. If an Owner fails to pay an Assessment levied under the Governing Documents within 30 days of its due date, the Declarant may foreclose on the lien and may, through its duly authorized agents, bid on the Unit at such foreclosure sale and may acquire, hold, lease, mortgage, or convey the Unit. Foreclosure may be carried out (a) judicially or (b) nonjudicially in accordance with the Utah Trust Deed Act, as if the lien were secured by a trust deed. By accepting a deed to a Unit, each Person will be deemed to appoint the Declarant's attorney (or other lawful designee of the Declarant) as trustee for purposes of exercising the power of sale. The Declarant may bring an action to recover a money judgment for unpaid Assessments without foreclosing or waiving the lien described in this Section. Recovery on any such action, however, will operate to satisfy the lien, or the portion thereof, for which recovery is made.

9.5 Interest, Expenses, and Attorneys' Fees.

Any Assessment or other amount not paid to the Declarant when due in accordance with this Declaration will bear interest from the due date (unless the Assessment is a fine and a hearing is timely requested) until paid at a rate three percentage points per annum above the prime rate published in the *Wall Street Journal* at the time, or such other rate as may be established by the Declarant, but not to exceed the lawful rate of interest under the laws of the State. A reasonable late charge may be levied for each delinquent Assessment in an amount established from time to time by the Declarant. If the Declarant files a notice of lien, the lien amount will also include the recording fees associated with filing the notice and a fee for preparing the notice of lien, which fee will be established from time to time by the Declarant. If the Declarant prevails in any procedure to enforce the provisions of this Declaration, the Declarant is entitled to an award of its costs and reasonable attorneys' fees associated with the action.

9.6 Nonexclusiveness and Accumulation of Remedies.

An election by the Declarant to pursue any remedy provided for in this Declaration will not prevent concurrent or subsequent exercise of another remedy permitted hereunder. The remedies provided in this Declaration are not exclusive but will be in addition to all other remedies, including actions for damages and suits for injunctions and specific performance, available under applicable law. Failure by the Declarant to enforce any provision of the Governing Documents will not be deemed a waiver of the right to do so thereafter. Any aggrieved Owner may bring an action against another Owner or the Declarant to recover damages or to enjoin, abate, or remedy any violation of the Governing Documents by appropriate legal proceedings.

Section 10 AMENDMENT AND REPEAL

10.1 Amendment by the Owners.

This Declaration may be amended or repealed with the approval of at least 67% of the Owners. Any amendment will be executed and acknowledged by the Declarant and will be effective upon recording in the official records of the County.

10.2 **Amendment by the Declarant.**

During the Initial Declarant Control Period, the Declarant may amend this Declaration without the approval of the Owners for the limited purpose of (a) correcting a clerical error, (b) clarifying an ambiguity, (c) resolving a contradiction in the terms of the Declaration, or (d) bringing this Declaration into compliance with any applicable law, statute, ordinance, or regulation.

Section 11 MISCELLANEOUS PROVISIONS

11.1 **Joint Owners.** Where two or more Owners share the ownership of any Unit, the responsibility of such Owners to comply with this Declaration will be a joint and several responsibility.

11.2 **Tenants/Guests.** Tenants and Guests using the Property under rights derived from an Owner will comply with all applicable provisions of this Declaration. Each Owner will be responsible for its Tenants' and Guests' compliance and will be liable for any failure of compliance by its Tenants or Guests in the same manner and to the same extent as if the failure had been committed by the Owner.

11.3 **Construction; Severability; Number; Captions; Exhibits.** This Declaration will be liberally construed as an entire document to accomplish the purposes stated in the Recitals. However, each provision of this Declaration will be deemed independent and severable, and the invalidity of any provision will not affect the validity of any other provision. As used in this Declaration, the singular includes the plural and the plural the singular, and the masculine and neuter include the masculine, feminine, and neuter, as the context requires. All captions used in this Declaration are intended solely for convenience of reference and will in no way limit any of the provisions of this Declaration. All exhibits attached to this Declaration are incorporated into this Declaration by reference.

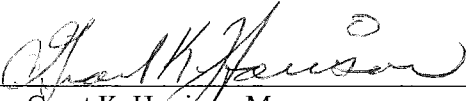
11.4 **Not a Cooperative.** In accordance with Section 57-8a-212(1)(c) of the Utah Community Association Act, the Property is not a cooperative.

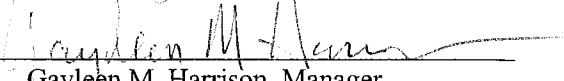
[Signature Page Follows]

Declarant has executed this Declaration to be effective as of the date first set forth above.

DECLARANT:

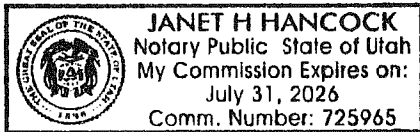
GH PROPERTIES LLC, a Utah limited liability company

By: 
Grant K. Harrison, Manager

By: 
Gayleen M. Harrison, Manager

State of Utah)
) ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me on March 27 2024, by Grant K. Harrison and Gayleen M. Harrison, the Managers of GH Properties LLC, a Utah limited liability company.




Notary Public

Exhibit A

Legal Description of the Property

A PARCEL OF LAND LOCATED WITHIN THE SOUTHWEST & NORTHWEST QUARTERS OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, HOLLADAY CITY, SALT LAKE COUNTY, UTAH; BASIS OF BEARING BEING SOUTH 89°54'40" EAST BETWEEN THE WEST QUARTER CORNER AND THE CENTER SECTION CORNER OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN; SAID PARCEL OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING SOUTH 00°11'50" WEST 535.49 FEET ALONG THE CENTERLINE OF 2700 EAST STREET AND NORTH 64°56'10" EAST 402.08 FEET ALONG THE CENTERLINE OF 4510 SOUTH STREET FROM THE WEST QUARTER CORNER OF SAID SECTION 2; THENCE ALONG THE CENTERLINE OF SAID 4510 SOUTH STREET NORTH 64°56'10" EAST 90.83 FEET; THENCE NORTH 00°07'03" WEST 327.07 FEET ALONG A BOUNDARY LINE AGREEMENT AS ENTRY NUMBER 5250547 IN BOOK 6453 AT PAGE 0631 AT THE SALT LAKE COUNTY RECORDERS OFFICE; THENCE ALONG A BOUNDARY LINE AGREEMENT AS ENTRY NUMBER 14139326 IN BOOK 11437 AT PAGE 8645 AT THE SALT LAKE COUNTY RECORDERS OFFICE THE FOLLOWING FIVE (5) COURSES: 1) SOUTH 87°27'38" WEST 32.85 FEET; 2) SOUTH 89°42'39" WEST 20.84 FEET; 3) NORTH 88°43'57" WEST 34.11 FEET; 4) NORTH 88°10'58" WEST 48.36 FEET; 5) SOUTH 89°28'14" WEST 14.26 FEET; THENCE SOUTH 10°38'00" EAST 372.54 FEET TO THE POINT OF BEGINNING.

LESS & EXCEPTING ANY PORTION OF LAND LYING WITHIN THE COUNTY ROAD.

Parcel No.: 22-02-301-020-0000

Exhibit B

Articles

State of Utah
Department of Commerce
Division of Corporations and Commercial Code
I hereby certified that the foregoing has been filed
and approved on this 26 day of Mar 2024
in this office of this Division and hereby issued
This Certificate thereof.

Date: 03/26/2024
Receipt Number: 10555715
Amount Paid: \$914.50

Examiner DP Date 3/27/2024



L. Veillette
Leigh Veillette
Division Director

ARTICLES OF INCORPORATION
OF

MAR 26 2024 04:31:05

COUNTRY PINE VIEW HOMEOWNERS ASSOCIATION, INC.

The undersigned adult natural person, acting as incorporator, hereby establishes a nonprofit corporation pursuant to the Utah Revised Nonprofit Corporation Act and adopts the following articles of incorporation:

ARTICLE I
NAME

The name of the corporation is Country Pine View Homeowners Association, Inc.

ARTICLE II
DURATION AND MEMBERS—NO STOCK ISSUED

The corporation shall have perpetual existence. As more particularly set forth in the Declaration (as defined below), the Owners of Units (as defined in the Declaration) shall constitute the members of the corporation. The corporation shall not issue stock evidencing membership in the corporation.

ARTICLE III
INITIAL PRINCIPAL OFFICE
AND INITIAL REGISTERED AGENT

The address of the initial principal office of the corporation is 2768 Kentucky Avenue, Salt Lake City, Utah 84117. The name and address of the initial registered agent are Grant K. Harrison, 2768 Kentucky Avenue, Salt Lake City, Utah 84117.

ARTICLE IV
DEFINITIONS

4.1 Declaration.

As used herein, "Declaration" means the Declaration of Covenants, Conditions, Restrictions, and Easements for Country Pine View a Planned Unit Development, as the same may be amended from time to time, recorded in the Official Records of Salt Lake County, Utah.

4.2 Other Definitions.

Unless otherwise defined herein, all capitalized terms used herein shall have the meanings given to them in the Declaration.

ARTICLE V
PURPOSES AND POWERS

5.1. Purposes.

The Association, which is organized as a nonprofit corporation, has the following purposes:

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4890-7989-8978

- (a) to own, maintain, repair, and control the Common Areas;
- (b) to obtain insurance for the Common Areas;
- (c) to provide certain services and other benefits to the Owners;
- (d) to administer and enforce the covenants, conditions, restrictions, reservations and easements created by the Declaration;
- (e) to levy, collect and enforce the Assessments, charges and liens imposed pursuant to the Declaration;
- (f) to enter into agreements with other Persons, including, without limitation, easements, licenses, leases and other agreements; and
- (g) to take any action that it deems necessary or appropriate to protect the interests and general welfare of the Owners.

5.2. Powers.

(a) Powers. Unless expressly prohibited by law or any of the Governing Documents, the Association may (i) take any and all actions that it deems necessary or advisable to fulfill its purposes; (ii) exercise any powers conferred on it by the Utah Community Association Act (the "Act") or any Governing Document; and (iii) exercise all powers that may be exercised in Utah by nonprofit corporations.

(b) Restrictions on Purposes and Powers.

The purposes and powers of the Association described in Sections 5.1 and 5.2 above are subject to the following limitations:

(i) The Association shall be organized and operated exclusively for nonprofit purposes as set forth in Section 528 of the Internal Revenue Code of 1986, as amended, or in any corresponding provision of any future law of the United States of America providing for exemption of similar organizations from income taxation.

(ii) No part of the net earnings of the Association shall inure to the benefit of any Owner, except as expressly permitted in paragraph 5.2(c)(iii) below with respect to the dissolution of the Association.

(iii) The Association shall not pay any dividends. No distribution of the Association's assets to Owners shall be made until all of the Association's debts are paid, and then only upon the final dissolution of the Association as permitted in the Declaration. Upon payment of all of the Association's debts and final dissolution, any remaining assets of the Association shall be distributed among the Owners in accordance with the terms and conditions of the Act.

ARTICLE VI
VOTING

MAR 26 '24 PM 3:11

6.1. Voting.

(a) At any meeting of the Association, the vote appurtenant to a Unit may be voted in connection with issues presented to the Owners for vote.

(b) Except as set forth in the Declaration during the Initial Declarant Control Period, the votes allocated to the Units shall be one vote per Unit.

(c) The Owner of each Unit shall be entitled to the vote allocated to such Unit, regardless of the number of Owners of the Unit. If the Owners of a Unit cannot agree among themselves as to how to cast their vote on a particular matter, they shall lose their right to vote on such matter. If any Owner casts a vote representing a particular Unit, it will thereafter be presumed for all purposes that the Owner was acting with the authority and consent of all other Owners with whom such Owner shares the Unit, unless objection thereto is made by an Owner of that Unit to the Person presiding over the meeting at the time the vote is cast. If more than the number of allocated votes are cast for any particular Unit, none of such votes shall be counted and all of such votes shall be deemed null and void other than to determine whether a quorum exists.

(d) In any case in which the Act or the Declaration requires the vote of a stated percentage of the Owners or approval of an act or transaction, such requirement shall be fully satisfied by obtaining, with a meeting, consents in writing to such transaction from Owners who collectively hold at least the stated percentage of required votes or without a meeting, the written consent of all Owners entitled to vote with respect to such matter. Such written consents shall be subject to the following conditions:

(e) All necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by any Owner.

(f) Any change in ownership of a Unit which occurs after consent has been obtained by the Owner having an interest therein shall not be considered or taken into account for any purpose.

(g) Unless consent of all Owners having an interest in the same Unit is secured, the consent of none of such Owners shall be effective.

ARTICLE VII
BOARD OF DIRECTORS

7.1. Board of Directors.

(a) The business and affairs of the Association shall be controlled, conducted and managed by the Board, except as otherwise provided in the Utah Revised Nonprofit Corporation Act, the Declaration, these Articles, or the Bylaws.

(b) Except as provided by law or in the Declaration, these Articles or the Bylaws, the Board may act on behalf of the Association in all instances.

(c) The Board shall consist of four directors. The names and addresses of the initial directors are as follows:

<u>Name</u>	<u>Address</u>
Grant K. Harrison	2768 Kentucky Avenue Salt Lake City, UT 84117
Zarin Goodson	1664 Hillcrest Ave. Salt Lake City, UT 84106
Tarquin Goodson	1664 Hillcrest Ave. Salt Lake City, UT 84106
Sage Harrison	1664 Hillcrest Ave. Salt Lake City, UT 84106

ARTICLE VIII **LIABILITY AND INDEMNIFICATION**

8.1. Limits on Directors' Liability.

To the fullest extent permitted by the Act and the Utah Revised Nonprofit Corporation Act, as the same exist or may hereafter be amended, a director shall not be liable to the Association or the Owners for monetary damages for breach of fiduciary duty. Any repeal or modification of this Section 8.1 shall be prospective only and shall not adversely affect any right or protection of a director existing at the time of such repeal or modification.

8.2. Indemnification.

To the fullest extent permitted by the Act and the Utah Revised Nonprofit Corporation Act, as the same exist or may hereafter be amended, the Association shall indemnify each director and each officer, employee, fiduciary and agent of the Association.

ARTICLE IX **BYLAWS**

The initial Bylaws of the Association shall be adopted by the Board. The Board shall have the power to alter, amend or repeal the Bylaws from time to time and to adopt new Bylaws only as provided in the Declaration and the Act. The Bylaws of the Association may contain any provisions for the regulation or management of the affairs of the Association that are not inconsistent with law, the Declaration or these Articles.

ARTICLE X **AMENDMENT**

The Association may amend, alter, change or repeal any provision contained in these Articles by, unless a higher voting requirement is set forth herein with respect to any particular provisions, the vote of the majority of the Owners at any regular or special meeting called for that purpose at which a quorum is

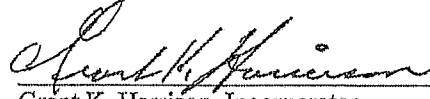
represented. The Association's right to amend, alter, change or repeal these Articles is subject to the limitations thereon set forth in the Declaration.

ARTICLE XI
INCORPORATOR

The name of the incorporator is Grant K. Harrison. The address of the incorporator is 2768 Kentucky Avenue, Salt Lake City, Utah 84117.

[Signature Page Follows]

IN WITNESS WHEREOF, the above-named incorporator signed these Articles of Incorporation this 26 day of March, 2024.



Grant K. Harrison, Incorporator

Exhibit C

Bylaws

BYLAWS
OF
COUNTRY PINE VIEW HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
NAME, PRINCIPAL OFFICE AND DEFINITIONS

1.1 **Name.** The name of the corporation is Country Pine View Homeowners Association, Inc. (the “**Association**”).

1.2 **Principal Office.**

The principal office of the Association shall be located at 2768 Kentucky Avenue, Salt Lake City, Utah 84117. The Association may have such other offices, either within or outside Utah, as the Board may determine or as the affairs of the Association may require.

1.3 **Definitions.**

The words used in these Bylaws shall be given their normal, commonly understood definitions, except that capitalized terms shall have the same meaning as set forth in the Declaration to which these Bylaws are attached unless the context indicates otherwise.

ARTICLE II
MEMBERSHIP: MEETINGS, QUORUM, VOTING, PROXIES

2.1 **Membership.**

The Association shall have one class of membership as more fully set forth in the Declaration. The provisions of the Declaration pertaining to membership are incorporated by this reference.

2.2 **Place of Meetings.**

Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as the Board may designate.

2.3 **Annual Meetings.**

The Association’s first meeting, whether a regular or special meeting, shall be held within one year after the date of the Association’s incorporation. Subsequent regular annual meetings shall be set by the Board so as to occur during the third quarter of the Association’s fiscal year on a date and at a time set by the Board.

2.4 **Special Meetings.**

The Board may call special meetings. In addition, it shall be the duty of the President to call a special meeting if so directed by a petition signed by Members representing at least 60% of the Members.

2.5 Notice of Meetings.

Written or printed notice stating the place, day, and hour of any meeting of the Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting, not less than 10 nor more than 30 days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting. In the case of a special meeting or when otherwise required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice. If mailed, the notice shall be deemed to be delivered when deposited with a mail carrier in accordance with **Section 6.5** hereof and addressed to the Member at his or her address as it appears on the Association's records, with postage prepaid.

2.6 Waiver of Notice.

Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may waive, in writing, notice of any meeting of the Members, either before or after such meeting. Any Member who attends a meeting waives notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed waiver of notice of all business transacted at such meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

2.7 Voting.

The voting rights of the Members shall be as set forth in the Declaration and in these Bylaws, and such voting rights provisions are specifically incorporated by this reference.

2.8 Proxies.

Members may not vote by proxy, but only in person through their Members.

2.9 Quorum.

For purposes of any Association meeting, a quorum shall consist of the Members actually in attendance at such Association meeting who collectively represent not less than sixty percent (60%) of the Association's Members.

2.10 Conduct of Meetings.

The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meetings and record in a minute book all resolutions adopted and all other transactions occurring at such meetings.

2.11 Action Without a Meeting.

Any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting, prior notice, or a vote if written consent specifically authorizing the proposed action is signed by Members holding at least the minimum number of votes necessary to authorize such action at a meeting if all Members entitled to vote thereon were present. Such consents shall be signed within 60 days

after receipt of the earliest date consent, dated, and delivered to the Association. Such consents, as filed with the minutes of the Association, shall have the same force and effect as a vote of the Members at a meeting. Within 10 days after receiving written consent authorization for any action, the Secretary shall give written notice to all Members entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

**ARTICLE III
BOARD OF DIRECTORS: SELECTION, MEETINGS, POWERS**

A. Composition and Selection.

3.1 Governing Body: Composition

The Board shall govern the Association's affairs. Each director shall have one vote except as otherwise set forth in the Declaration.

3.2 Number of Directors.

The Board shall consist of four directors.

3.3 Appointment of Directors. The directors shall be appointed as set forth in the Declaration, and such appointment provisions are specifically incorporated by this reference.

3.6 Removal of Directors and Vacancies.

An Owner may remove, with or without cause, and replace any director appointed by such Owner. In the event of the death, disability, or resignation of a director, the Owner who appointed such director shall appoint a successor to fill the vacancy.

B. Meetings.

3.7 Organizational Meetings.

The first meeting of the Board following each annual meeting of the membership shall be held within 10 days thereafter at such time and place as the Board shall fix.

3.8 Regular Meetings.

Regular meetings of the Board may be held at such time and place as a majority of the directors shall determine.

3.9 Special Meetings.

The Board shall hold special meetings when any two directors signs and communicates written notice of such.

3.10 Notice; Waiver of Notice.

(a) Notices of Board meetings shall specify the time and place of the meeting and, in the case of a special meeting, the nature of any special business to be considered. The notice shall be given to each director by: (i) personal delivery; (ii) first class mail or air mail, postage prepaid; (iii) telephone

communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (iv) facsimile, computer, fiber optics, or other electronic communication device, with confirmation of transmission. All such notices shall be given at the director's telephone number, fax number, electronic mail number, or sent to the director's address as shown on the records of the Association. Notices sent by first class mail or air mail shall be deposited with the mail carrier at least five business days before the time set for the meeting. Notices given by personal delivery, telephone, or other device shall be delivered or transmitted at least 72 hours before the time set for the meeting.

(b) Transactions of any Board meeting, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (i) a quorum is present, and (ii) either before or after the meeting each director not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

3.11 Telephonic Participation in Meetings.

Members of the Board or any committee designated by the Board may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this subsection shall constitute presence in person at such meeting.

3.12 Quorum of Board.

At all Board meetings, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board, unless otherwise specifically provided in these Bylaws or the Declaration. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any Board meeting cannot be held because a quorum is not present, a majority of the directors present at such meeting may adjourn the meeting to a time not less than five nor more than 30 days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

3.13 Conduct of Meetings.

The President shall preside over all Board meetings, and the Secretary shall keep a minute book of Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings.

3.14 Open Meetings; Executive Session.

(a) Subject to the provisions of **Section 3.15** hereof, all Board meetings shall be open to all Members and, if required by law, all Owners; but attendees other than directors may not participate in any discussion or deliberation unless a director requests that they be granted permission to speak. In such case, the President may limit the time any such individual may speak.

(b) Notwithstanding the above, the President may adjourn any Board meeting and reconvene in executive session, and may exclude persons other than directors, to discuss matters of a

sensitive nature, such as pending or threatened litigation, personnel matters, etc.

3.15 Action Without a Formal Meeting.

Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the directors. Such consent shall have the same force and effect as a unanimous vote.

C. Powers and Duties.

3.16 Powers.

The Board shall have all of the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Governing Documents, and as provided by law. The Board may do or cause to be done on behalf of the Association all acts and things except those which the Governing Documents or Utah law require to be done and exercised exclusively by the Members or the membership generally.

3.17 Duties.

Duties of the Board shall include, without limitation:

- (a) preparing and adopting, in accordance with the Declaration, an annual budget and establishing each Owner's share of the Common Expenses;
- (b) levying and collecting such assessments from the Owners;
- (c) providing for the care, repair, upkeep, and maintenance of the Common Areas;
- (d) designating, hiring, and dismissing personnel necessary to carry out the Association's rights and responsibilities and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;
- (e) depositing all funds received on behalf of the Association in a bank depository which it shall approve, and using such funds to operate the Association; provided, any reserve funds may be deposited, in the Board's judgment, in depositories other than banks;
- (f) opening bank accounts on behalf of the Association and designating the signatories required;
- (h) making or contracting for the maintenance or making of repairs or alterations of the Common Area in accordance with the Declaration and these Bylaws;
- (i) enforcing by legal means the provisions of the Governing Documents and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association; provided, the Association's obligation in this regard shall be conditioned in the manner provided in the Declaration;
- (j) obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;

- (k) paying the cost of all services rendered to the Association;
- (l) keeping books with detailed accounts of the Association's receipts and expenditures;
- (m) making available to any prospective purchase of a Unit, any Owner, and the holders, insurers, and guarantors of any mortgage or lien on any Unit, current copies of the Governing Documents and all other books, records, and financial statements of the Association as provided in **Section 6.4** hereof;
- (n) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Units; and
- (o) indemnifying a director, officer or committee member, or former director, officer or committee member of the Association to the extent such indemnity is required by Utah law, the Articles, or the Declaration.

3.18 Compensation.

Directors shall not receive any compensation from the Association. Any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors. Nothing herein shall prohibit the Association from compensating a director, or any entity with which a director is affiliated, for services or supplies furnished to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association, provided that such director's interest was made known to the Board prior to entering into such contract and such contract was approved by a majority of the Board, excluding the interested director.

3.20 Management.

The Board may employ for the Association a professional management agent or agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize.

3.23 Rights to Contract.

The Association shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or Member and other owners or residents associations, within and outside the Units. Any common management agreement shall require the consent of a majority of the Board.

3.24 Enforcement.

The Association shall have the power, as provided in the Declaration, to impose sanctions for any violation of the Governing Documents. To the extent specifically required by the Declaration the Board shall comply with the following procedures prior to imposition of sanctions:

3.25 Board Standards.

In the performance of their duties, Association directors and officers shall be insulated from personal liability as provided by Utah law for directors and officers of non-profit corporations, and as

otherwise provided in the Governing Documents. Directors are required to exercise the ordinary and reasonable care of directors of a corporation, subject to the business judgment rule. As defined herein, a director shall be acting in accordance with the business judgment rule so long as the director: (a) acts within the express or implied terms of the Governing Documents and his or her actions are not ultra vires; (b) affirmatively undertakes to make decisions which are necessary for the continued and successful operation of the Association and, when decisions are made, they are made on an informed basis; (c) acts on a disinterested basis, promptly discloses any real or potential conflict of interests (pecuniary or other), and avoids participation in such decisions and actions; and (d) acts in a non-fraudulent manner and without reckless indifference to the affairs of the Association. A director acting in accordance with the business judgment rule shall be protected from personal liability. Board determinations of the meaning, scope, and application of Governing Documents provisions shall be upheld and enforced so long as such determinations are reasonable. The Board shall exercise its power in a fair and nondiscriminatory manner and shall adhere to the procedures established in the Governing Documents.

ARTICLE IV OFFICERS

4.1 Officers.

Officers of the Association shall be a President, Secretary, and Treasurer. The President and Secretary shall be elected from among Board members; other officers may but need not be Board members. The Board may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have such authority and perform such duties as the Board prescribes. Any two or more officers may be held by the same person, except the offices of President and Secretary.

4.2 Election and Term Office.

The Board shall elect the Association's officers at the first Board meeting following each annual meeting of the Members, to serve until their successors are elected.

4.3 Removal and Vacancies.

The Board may remove any officer whenever in its judgment the best interests of the Association will be served, and may fill any vacancy in any office arising because of death, resignation, removal, or otherwise, for the unexpired portion of the term.

4.4 Power and Duties.

The Association's officers shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

4.5 Resignation.

Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any time later specified therein, and unless otherwise specified therein, acceptance of such resignation shall not be necessary to make it effective.

4.6 Agreements, Contracts, Deeds, Leases, Checks, Etc.

All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two officers or by such other person or persons as may be designated by Board resolution.

4.7 Compensation.

Compensation of officers shall be as approved by a majority of the directors.

**ARTICLE V
COMMITTEES**

5.1 General.

The Board may appoint such committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution.

5.2 Covenants Committee.

In addition to any other committees which the Board may establish pursuant to **Section 5.1** hereof, the Board may appoint a Covenants Committee consisting of at least three and no more than seven Members. Acting in accordance with the provisions of the Declaration, these Bylaws, and resolutions the Board may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to **Section 3.24** hereof.

**ARTICLE VI
MISCELLANEOUS**

6.1 Fiscal Year.

The Association's fiscal year shall be the calendar year unless the Board establishes a different fiscal year by resolution.

6.2 Parliamentary Rules.

Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Utah law or the Governing Documents.

6.3 Conflicts.

If there are conflicts among the provisions of Utah law, the Articles, the Declaration, and these Bylaws, the provisions of Utah law, the Declaration, the Articles, and the Bylaws (in that order) shall prevail.

6.4 Books and Records.

(a) **Inspection by Members and Mortgagees.** The Board shall make available for

inspection and copying by any holder, insurer or guarantor of a first mortgage or lien on a Unit, any Member, or the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in a Unit: the Governing Documents, the membership register, books of account, and the minutes of meetings of the Members, the Board, and committees. The Board shall provide for such inspection to take place at the Association's office or at such other place within the Units as the Board shall designate.

(b) **Rules for Inspection.** The Board shall establish rules with respect to:

(i) notice to be given to the custodian of the records;

(ii) hours and days of the week when such an inspection may be made; and

(iii) payment of the cost of reproducing documents requested.

(c) **Inspection by Directors.** Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make a copy of relevant documents at the Association's expense.

6.5 Notices.

Except as otherwise provided in the Declaration or these Bylaws, all notices, demands, bills, statements, or other communications under the Declaration or these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally, sent by U.S. mail, first class postage prepaid:

(a) if to a Member or Member, at the address which the Member or Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Unit of such Member or Member;

(b) if to the Association, the Board, or the managing agent, at the principal office of the Association or the managing agent or at such other address as shall be designated by notice in writing to the Members pursuant to this Section; or

(c) if to any committee, at the principal address of the Association or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

6.6 Amendment.

(a) **Amendments.** These Bylaws may be amended only by the affirmative vote or written consent, or any combination thereof, of a majority of the Members.

(a) **Validity and Effective Date of Amendments.** Amendments to these Bylaws shall become effective upon approval of a majority of the Members unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six months of such approval, or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these Bylaws.