

**SECOND
AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR**

BLOOMFIELD FARMS P.R.D.

**A Planned Residential Development
Located In
West Jordan, Salt Lake County, Utah**

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This SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BLOOMFIELD FARMS P.R.D. ("Declaration") is adopted by Bloomfield Farms Homeowners Association ("Association") and is effective as of the date it is recorded in the office of the Salt Lake County Recorder.

RECITALS

- A. The Amended and Restated Declaration of Covenants, Conditions, and Restrictions and Bylaws for Bloomfield Farms P.R.D. was recorded in the Salt Lake County Recorder's Office on January 10, 2008 as Entry No. 10320166 (the "Current Declaration").
- B. The Amendment to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Bloomfield Farms P.R.D. was recorded in the Salt Lake County Recorder's Office on December 21, 2017 as Entry No. 12684017.
- C. The [Second] Amendment to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Bloomfield Farms P.R.D. was recorded in the Salt Lake County Recorder's Office on August 14, 2019 as Entry No. 13051970.
- D. This Declaration affects the real property situated in West Jordan, Salt Lake County, Utah, described with particularity on Exhibit A, which exhibit is attached hereto and incorporated in this Declaration by reference (the "Project") and shall be binding on all parties having or acquiring any right, title, or interest to the Project or any part thereof.
- E. This Declaration, which (along with and subject to any future amendments) shall be the sole Declaration for the Project and shall completely replace and supersede in all respects all prior declarations and amendments thereto (whether recorded or not, properly adopted or not, or referenced in this Declaration or not), prior to the date of the recording of this Declaration.
- F. The Bylaws of the Association attached hereto as Exhibit B supersede and replace any previous bylaws of the Association and any amendments thereto, whether recorded or not.
- G. Pursuant to Section 26(a) of the Current Declaration, Owners representing at least sixty-seven percent (67%) of the voting interests of the Association have approved this Declaration. The signature hereinafter of the secretary of the Association certifies and attests that such vote was obtained. No approval by eligible mortgagees is required.

NOW, THEREFORE, pursuant to the Recitals set forth above and incorporated herein and subject to the covenants set forth below, the Association hereby adopts this Declaration. This Declaration, together with the Plat, Bylaws, and Rules adopted by the Association, as

may be amended, shall define and govern the rights of the Owners and the Association related to the Project.

ARTICLE I. DEFINITIONS

1.1. **Act** shall mean the Utah Community Association Act, codified beginning at §57-8a-101, Utah Code Annotated, as the same may be amended from time to time.

1.2. **Architectural Review Committee (ARC)** shall mean the committee that may be established by the Board pursuant to Article X (Architectural Controls) of the Declaration to oversee architectural controls of the Project.

1.3. **Articles** shall mean the Articles of Incorporation for the Association, as amended and restated from time to time.

1.4. **Assessments** shall mean any monetary charge imposed or levied by the Association against Owners as provided in the Declaration or other Governing Documents.

1.5. **Association** shall mean and refer to Bloomfield Farms Homeowners Association, a Utah non-profit corporation. Failure of the Association to maintain its corporate status will not result in the dissolution of the Association. The Association Board may renew or reinstate its corporate status without Owner approval.

1.6. **Board** shall mean and refer to the Board of Directors of the Association as duly elected in accordance with the terms and conditions of the Articles and Bylaws. The Board is the governing body of the Association.

1.7. **Board Member** shall mean a duly qualified and elected or appointed individual member of the Board of the Association.

1.8. **Bylaws** shall mean and refer to the Bylaws of the Association as the same may be amended from time to time.

1.9. **Common Areas** shall mean all areas of the Project, excluding Lots and Living Units. Common Areas may include without obligation or limitation, all Common Areas shown on the Plat, private roadway improvements, Association signs or monuments, open space, parks, playgrounds, pool, picnic facilities, common parking, common landscaped areas and sprinkler systems, street signage, lighting detached from Living Units, sidewalks, perimeter fences, and any real property or improvements within the Project that the Association has the obligation to maintain, repair, or replace for the common benefit of the Owners, as the Board shall determine in its sole and exclusive discretion.

1.10. **Common Expenses** shall mean all sums lawfully assessed against Owners including expenses of administration, maintenance, management, operation, repair and replacement of the Common Areas which are maintained by the Association, unless otherwise provided herein; expenses agreed upon as common expenses by the Association or its Board; expenses authorized by the Governing Documents or the Act as common expenses; and any other expenses necessary for the common benefit of the Owners.

1.11. **Declaration** shall mean and refer to this Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Bloomfield Farms P.R.D., as may be amended from time to time.

1.12. **Design Criteria** shall mean the requirements governing the location, color, materials, and architectural design of Living Units, structures, and improvements within the Project.

1.13. **Governing Documents** shall mean and refer to the Declaration, Plat, Articles, Bylaws, and any Rules adopted by the Board.

1.14. **Living Unit** shall mean a structure which is designed and intended for use and occupancy as a residence, together with all improvements located on a Lot which are used in connection with such residential structure. The Living Unit shall include, without limitation, roofs, exterior surfaces, garages, exterior and interior doors, windows, gutters, downspouts, and foundations. The Living Unit shall also include all mechanical equipment and appurtenances located outside the Living Unit but designed to serve only that Living Unit, such as appliances, electrical receptacles and outlets, air conditioning compressors, equipment, fixtures and the like. All pipes, wires, conduits, utility lines, or other similar installations serving only the Living Unit, and any structural members, parts, components or any other property of any kind, including fixtures or appliances within any Living Unit, which are removable without jeopardizing the integrity, soundness, safety or usefulness of the remainder of the building within which the Living Unit is located shall be deemed part of the Living Unit.

1.15. **Lot** shall mean each of the residential individual Lots within the Project, as shown on the Plat. A Lot includes the Living Unit and all structures on or within the boundary of a Lot.

1.16. **Manager** shall mean a person, persons, or entity selected by the Board to manage the affairs of the Association and Project.

1.17. **Member** shall mean and refer to an Owner.

1.18. **Mortgage** shall mean and refer to a mortgage, deed of trust, or trust deed, or the act of encumbering any Lot or any property by a mortgage, trust deed, or deed of trust.

1.19. **Mortgagee** shall mean and refer to any person or entity named as a mortgagee of a mortgage or beneficiary under or holder of a deed of trust.

1.20. **Occupant** shall mean any Person, living, dwelling, visiting, or staying in a Living Unit. This includes, but is not limited to, all lessees, tenants, guests, and the family members, agents, and representatives living, dwelling, visiting, or staying in a Living Unit. Occupants shall be bound by the Restrictions in this Declaration and shall be liable for any fines that are assessed for violations of the Governing Documents.

1.21. **Owner** shall mean and refer to the record owner, whether one or more Persons, of a fee simple title to any Lot which is a part of the Project, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

1.22. **Person** shall mean a natural individual, corporation, business entity, estate, partnership, trustee, association, joint venture, government, governmental subdivision, or agency or other legal entity capable of holding title to real property.

1.23. **Plat** shall mean all of the official subdivision plats of the Project (Bloomfield Farms Subdivision Phases 1-4), and any amendments thereto, filed and recorded in the official records of the Salt Lake County Recorder's Office.

1.24. **Project** shall mean Bloomfield Farms P.R.D. and shall include the real property described in Exhibit A, together with the buildings, improvements, and permanent fixtures located thereon, and all easements and rights appurtenant thereto.

1.25. **Restrictions** shall mean the covenants, conditions, assessments, easements, liens, and restrictions set forth in this Declaration.

1.26. **Rules** shall mean the rules, resolutions, regulations, policies, Design Criteria, etc. adopted by the Board.

ARTICLE II. PROJECT DESCRIPTION

2.1. **Submission.** The Project and all real property described with particularity on Exhibit A attached hereto and incorporated herein by this reference is hereby submitted to the Act. The Project and all of the Lots shall be held, conveyed, transferred, sold, mortgaged, encumbered, occupied, used, and improved subject to the Restrictions, which Restrictions shall constitute covenants and conditions running with the land and shall be binding upon and inure to the benefit of the Association and each Owner, including their respective heirs, successors, and assigns.

2.2. **Name.** The Project, as submitted to the provisions of this Declaration, shall be known as Bloomfield Farms P.R.D. The Project is not a cooperative.

2.3. **Description of Improvements.** The major improvements contained in the Project are 185 residential Lots with homes constructed thereon. The Lots, their locations, types of dwellings constructed, and approximate dimensions are indicated on the Plat. The Project also contains parks, playgrounds, pool, picnic facilities, and Common Area parking.

2.4. **Registered Agent.** The Registered Agent of the Association shall be as provided in the entity filings with the Utah State Department of Commerce, Division of Corporations and Commercial Code. The Board may change the Registered Agent without Owner vote or approval.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

3.1. **Membership.** Every Owner shall be a Member of the Association. Membership in the Association shall be mandatory, shall be appurtenant to the Lot in which the Owner has the necessary interest, and shall not be separated from the Lot to which it appertains. Membership in the Association shall not be transferred, pledged, or alienated in any way, except upon the transfer of ownership of the Lot, and then only to the new Owner.

Any attempt to make a prohibited transfer is void. In the event the Owner of any Lot should fail or refuse to transfer the membership registered in his name to the purchaser of his Lot, the Association shall have the right to record the transfer upon its books and thereupon the old membership outstanding in the name of the seller shall be null and void.

3.2. **Voting Rights**. Except as otherwise stated in this Declaration or the Bylaws, Owners shall be entitled to one (1) vote per Lot owned.

3.3. **Multiple Ownership Interests**. In the event there is more than one Owner of a particular Lot, the vote relating to such Lot shall be exercised as such Owners may determine among themselves. A vote cast by any of such Owners, whether in person or by proxy or by written ballot, shall be conclusively presumed to be the vote attributable to the Lot concerned unless an objection is immediately made by another Owner of the same Lot. In the event such an objection is made or if there are conflicting votes from the same Lot, the vote involved shall not be counted for any purpose other than to establish a quorum.

3.4. **Record of Ownership**. Every Owner shall promptly notify the Association of any change in ownership of a Lot by providing the conveyance information to the Secretary of the Association who shall maintain a record of ownership of the Lots. Any cost incurred by the Association in obtaining the information about an Owner as specified herein which is not furnished by such Owner shall nevertheless be at the expense of such Owner and shall be reimbursed to the Association as an Individual Assessment.

ARTICLE IV. DUTIES AND POWERS OF THE ASSOCIATION

4.1. **Organization of Association**. The Association, through the Board, shall serve as the governing body for all Owners. The Association shall make provisions for the maintenance, repair, replacement, administration, and operation of the Common Areas and Common Expenses, and other matters as provided in the Act, this Declaration, and the Bylaws. The Association shall have all rights and powers granted to it under the Act and in this Declaration, the Articles, and the Bylaws. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the Owners in accordance with this Declaration, the Articles, and the Bylaws. Except as specifically authorized in this Declaration, the Articles, or the Bylaws, no Owner or group of Owners shall have authority to take any action on behalf of the Owners, the Association, or the Board.

4.2. **Legal Organization**. The Association is incorporated as a nonprofit corporation. In the event the nonprofit corporate status expires or is invalidated in any manner, the Board, in its sole discretion, may renew and/or reincorporate the Association. Any such expiration or invalidation shall not relieve any Owner from paying Assessments and abiding by all Restrictions contained in this Declaration.

4.3. **General Powers and Obligations**. The Association shall have, exercise, and perform the following powers, duties, and obligations:

- 1) The powers, duties, and obligations granted to the Association by this Declaration, its Bylaws, and the Articles;
- 2) The powers and obligations of a nonprofit corporation pursuant to the general nonprofit corporation laws of the State of Utah;
- 3) The powers, duties, and obligations of a homeowner's association pursuant to the Utah Community Association Act, or any successor thereto;
- 4) The powers, duties, and obligations not reserved specifically to Owners; and
- 5) Any additional or different powers, duties, and obligations necessary or desirable for the purpose of carrying out the functions of the Association pursuant to this Declaration or otherwise promoting the general benefit of the Owners within the Project.

The powers and obligations of the Association may from time to time be amended, repealed, enlarged, or restricted by changes in this Declaration made in accordance with the provisions herein, accompanied by any necessary changes in the Articles of Incorporation or Bylaws of the Association made in accordance with such instruments and with the nonprofit corporation laws of the State of Utah.

4.4. Specific Powers and Duties. The powers and duties of the Association shall include, without limitation, the following:

- 1) **Maintenance and Services.** The Association shall provide maintenance and services for the Project as provided in Article VII and other provisions of this Declaration.
- 2) **Insurance.** The Association shall obtain and maintain in force policies of insurance as provided in this Declaration, the Act, or the Bylaws of the Association.
- 3) **Rulemaking.** The Association, through its Board, shall make, establish, promulgate, amend, and repeal Rules governing the conduct of persons and the operation and use of the Project as it may deem necessary or appropriate in order to assure a clean, aesthetically pleasing, peaceful, and orderly use and enjoyment of the Project.
- 4) **Assessments.** The Association shall adopt budgets and impose and collect Assessments as provided in Article VI of this Declaration.
- 5) **Enforcement.** The Association shall perform such acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary to enforce the provisions of the Governing Documents of the Association. Owners, Occupants, guests, and family members shall be jointly and severally liable for any fines incurred for violations of the Governing Documents.
- 6) **Employment of Agents, Advisers, and Contractors.** The Association may employ professional counsel and obtain advice from such persons or firms or corporations such as, but not limited to, community association managers, landscape architects, accountants, recreational experts, architects, planners, lawyers, reserve analysis specialists, or what is convenient for the management, maintenance, and operation of the Project.

7) **Litigation.** The Board may instigate litigation to enforce the provisions of this Declaration or any other Common Law or statutory right which the Association is granted.

8) **Shared Use of Common Areas.** An easement for use of the Association's Common Areas shall be granted by the Association as a benefit and right appurtenant to Owners and their successors, heirs, assigns, lessees, and tenants subject to provisions of this Declaration or other Governing Documents.

9) **Bulk Service Agreements.** The Association shall have the right, but not the obligation, to enter agreements for the provision of cable, television, internet, telephone, or other similar services for all of the Lots or groups of Lots provided such agreements are approved by at least fifty-one percent (51%) of the voting interests of the Association. Such services shall be assessed to the Owners pursuant to the provisions of this Declaration and in any Assessment, may be broken out as a separate line item on invoices, statements, or notices of Assessment.

10) **Loans.** The Board shall have the sole authority to obtain lender financing up to \$100,000 for Association improvements or obligations. Any indebtedness in excess of \$100,000 shall first be approved by at least fifty-one percent (51%) of the Owners present in person or by proxy at a meeting duly called for such purpose.

11) **Financial Records.** The Association shall maintain corporate and financial records as required by the Act and the Bylaws.

12) **Capital Improvements.** The Association shall have the sole authority to authorize new capital improvements to the Project up to twenty thousand dollars (\$20,000) in a calendar year. New capital improvements in excess of twenty thousand dollars (\$20,000) in a calendar year must be approved by at least fifty-one percent (51%) of the Owners present in person or by proxy at a meeting duly called for such purpose. The maintenance, repair, and replacement of existing Common Area is not considered a new capital improvement. If the capital improvement is included or considered in an Association reserve analysis, it is not a new capital improvement.

4.5. **Liability.** A Board Member or an officer of the Association shall 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 the Owner's duties, except for willful or intentional misconduct. If a Board Member or any 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 shall indemnify such individual against liability and expenses incurred to the maximum extent permitted by law, except where the Board Member or officer is found by a court of law to have acted with willful or intentional misconduct in carrying out his/her duties.

4.6. **Board of Directors.** The governing body of the Association shall be the Board. Except where a matter or vote is specifically reserved to the Owners, the Board shall act in all instances on behalf of the Association. Board Members shall be elected pursuant to the provisions set forth in the Bylaws which may set forth requirements for serving on the Board. Without limiting the generality of the foregoing, the Board may appoint one or more "Committees", and such Committees (which may consist of two or more members, as

determined by the Board) shall have such authority and duties as may be determined from time to time by the Board relating to the budgeting, operation, financial management and administration of the Project. While any Committee established by the Board shall report to the Board regularly regarding its activities, the Board may by express directive relinquish and transfer all authority and responsibility with respect to such prior delegated duties.

4.7. Management. The Project shall be managed by a Manager selected by the Board to assist in the management and operation of the Project. The Board may delegate such of its powers and duties to the Manager as it deems appropriate; reserving the right, however, to control and oversee the administration thereof. Any powers and duties delegated to any Manager may be revoked by the Board at any time, with or without cause.

4.8. Registration with the State. In compliance with Utah Code §57-8a-105, the Association shall be registered with the Utah Department of Commerce and shall update its registration to keep any required information current as required by law.

ARTICLE V. PROPERTY RIGHTS IN COMMON AREAS

5.1. Easement of Enjoyment. Each Owner shall have a right and easement of use and enjoyment in and to the Common Areas. Such rights and easements shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom. Any Owner may delegate the rights and easements of use and enjoyment described herein to any family member, tenant, lessee, or contract purchaser who resides on such Owner's Lot.

5.2. Title to Common Areas. The Association shall hold the title to the various Common Areas within the Project.

5.3. Limitation on Easement. An Owner's right and easement for the use and enjoyment of the Common Areas shall be subject to the following:

- 1) The right of the Association to impose reasonable limitations on the number of guests per Owner who are permitted to use the Common Areas at any given time;
- 2) The right of Salt Lake County and any other governmental or quasi-governmental body having jurisdiction over the Project to access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the Project for purposes of providing police and fire protection, transporting school children, and providing any other governmental or municipal service;
- 3) The right of the Association to suspend an Owner's voting rights and right to use the Common Areas for any period during which any Assessments against the Owner's Lot remain unpaid or while an Owner or the Owner's Occupants is in violation of the Governing Documents;
- 4) The right of the Association to dedicate or transfer all or any part of the Common Areas, and any sewer, water and storm drain lines to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the

Association. Any such dedication or transfer must, however, be approved by Owners holding at least sixty-seven percent (67%) of the voting interests of the Association and by the local government.

5.4. **Association Easement.** The Association, the Board, the Manager, employees, agents, and contractors shall have non-exclusive easements to use the Common Areas and access Lots as needed to perform their duties as assigned by the Governing Documents, subject to the limits of Section 13.1.

5.5. **Easement for Utility Services.** Easements for installations and maintenance of drainage facilities and public utilities are generally reserved over all Common Areas, along the front of all Lots, along the rear of all Lots, and along the sides of Lots as shown on the Plat.

5.6. **Easements for Encroachments.** If any portion of a Common Area structure or improvement encroaches upon any Lot, or if any structure or improvement of a Lot encroaches upon any other Lot or the Common Area as a result of the manner in which the improvements were initially approved and constructed or due to settling, shifting, alteration, replacement, repair, or restoration by the Association, a valid easement for encroachment, and maintenance of such encroachment, shall exist for the life of the improvement or structure.

ARTICLE VI. BUDGET AND ASSESSMENTS

6.1. **Annual Budget.** The Board shall prepare and adopt an annual budget for the Association. The annual budget shall provide, without limitation, for the maintenance of the Common Areas and for the administration, management, and operation of the Association. If the Board fails to adopt an annual budget, the last adopted budget shall continue in effect until a new annual budget is adopted. The budget shall be made available to Owners within thirty (30) days after adoption.

6.2. **Covenant to Pay Assessments.** Each Owner of a Lot, by the acceptance of a deed therefore, whether or not it be so expressed in the deed, hereby covenants and agrees with each other and with the Association to pay to the Association all Assessments, including without limitation, all Annual, Special, Benefited, and Individual Assessments described below, and other fees, charges, levies, and fines as may be provided in the Governing Documents.

6.3. **Purpose of Assessments.** Assessments levied by the Association shall be used for the purpose of promoting the health, safety, and welfare of Owners and Occupants of the Project, including but not limited to the appearance and aesthetics of the Project. The use made by the Association of funds obtained from Assessments may include, but is not limited to: payment of the cost of taxes and insurance on the Common Areas; maintenance, repair, and improvement of the Common Areas; establishing and funding a reserve to cover major repair or replacement of improvements within the Common Areas; and any expenses necessary or desirable to enable the Association to perform or fulfill its obligations, functions, or purposes under the Governing Documents.

6.4. **Annual Assessments.** Annual Assessments shall be made on a calendar year basis based on the budget. Each Annual Assessment shall be due and payable in monthly installments on the first day of each month, unless a different payment arrangement is made by the Board. At least fifteen (15) days prior to the effective date of any change in the amount of the Annual Assessment, the Association shall give each Owner written notice of the amount.

6.5. **Special Assessments.** The Board may levy a Special Assessment payable over such a period as the Board may determine for the purpose of defraying, in whole or in part any expense or expenses not reasonably capable of being fully paid with funds generated by Annual Assessments; the cost of any reconstruction or unexpected repair or replacement of the Common Areas; or for any other expense incurred or to be incurred as provided in this Declaration. The Board, in its sole discretion, may levy Special Assessments up to four hundred dollars (\$400) per Lot in a calendar year. Special Assessments over four hundred dollars per Lot (\$400) in a calendar year must be approved and assented to by at least fifty-one percent (51%) of the Owners present in person or by proxy at a meeting duly called for such purpose. Notice in writing of the amount of any Special Assessments and the time for their payment shall be given as soon as is reasonably possible to the Owners. Payment shall be due on the dates and in the manner determined by the Board and provided in the notice.

6.6. **Benefited Assessments.** In addition to Annual Assessments and Special Assessments authorized above, the Board may levy Benefited Assessments against particular Lots to cover the costs of the Association in providing ongoing special benefits, items, or services to the particular Lots. Benefited Assessments may be levied in advance of the Association providing such special benefits, items, or services to particular Lots.

6.7. **Individual Assessments.** In addition to Annual, Special, and Benefited Assessments authorized above, the Board may levy Individual Assessments against a Lot and its Owner for: (a) administrative costs and expenses incurred by the Board in enforcing the Governing Documents against the Owner or his/her Occupants; (b) costs associated with the maintenance, repair, or replacement of Common Areas caused by the neglect or actions of an Owner or his/her Occupants; (c) any other charge, fine, fee, expense, or cost designated as an Individual Assessment in the Governing Documents or by the Board, including, without limitation, action taken to bring a Lot and its Owner into compliance with the Governing Documents; (d) nonpayment of a "Reinvestment Fee"; (e) costs of providing services to the Lot upon request of the Owner; and (f) attorney fees, court or collection costs, fines, and other charges relating thereto as provided in this Declaration. In addition, Individual Assessments may be levied against a Lot and its Owner specifically benefited by any improvements to adjacent roads, sidewalks, planting areas or other portions of the Common Areas made on the written request of the Owner of the Lot to be charged.

6.8. **Allocation of Assessments.** Annual Assessments and Special Assessments shall be fixed at a uniform rate for all Lots. Benefited Assessments shall be fixed at a uniform rate for all Lots benefited thereby. Individual Assessments shall be allocated separately to each Lot based on the costs incurred by the Association.

6.9. **Application of Excess Assessments.** In the event the amount budgeted to meet Common Expenses for a particular fiscal year proves to be excessive in light of the actual Common Expenses, the Board in its discretion may apply the excess to reserves, keep the excess in the Association's operating account, credit the excess against future Assessments, or pay the excess to the Owners, as the Board deems appropriate. The decision of the Board shall be binding and conclusive. In addition, the Association shall not be obligated to reduce the amount of Assessments in succeeding years if an excess exists for a prior year.

6.10. **No Offsets.** All Assessments shall be payable in the amount specified by the Assessment and no offsets against such amount or withholding of any amount shall be permitted for any reason, including, without limitation, a claim that the Association owes the Owner money, or that the Association is not properly exercising its duties and powers as provided in this Declaration.

6.11. **Certificate Regarding Payment.** Upon the request of an Owner, prospective purchaser, mortgagee, or encumbrancer of a Lot, the Association shall issue a certificate stating whether or not all Assessments respecting such Lot are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who in good faith rely thereon. The Association may charge the requesting Owner, prospective purchaser, mortgagee, or encumbrancer of a Lot a reasonable fee of up to twenty-five dollars (\$25) or an amount greater if so provided in the Act. This certificate is not the same as a payoff statement, which is addressed in Section 6.20 below.

6.12. **Personal Obligation and Lien.** All Assessments, together with any interest, late fees, collection costs, and attorney fees if collection efforts become necessary shall be, constitute, and remain: (a) a charge and continuing lien upon the Lot with respect to which such Assessment is made; and (b) the personal obligation of the person who is the Owner of such Lot at the time the Assessment falls due. No Owner may exempt himself or his Lot from liability for payment of Assessments by waiver of his rights concerning the Common Areas or by abandonment of his Lot. In a voluntary conveyance of a Lot, the grantee shall be jointly and severally liable with the grantor for all such unpaid Assessments, late payment fees, interest, and costs of collection, including reasonable attorney fees, which shall be a charge on the Lot at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore.

6.13. **Billing and Collection Procedures.** The Board shall have the right to adopt Rules setting forth procedures for billing and collection of Assessments, provided that such procedures are not inconsistent with the provisions hereof. The failure of the Association to send an invoice to an Owner shall not relieve any Owner of liability for any Assessment or charge under this Declaration, but the Assessment lien therefore shall not be foreclosed or otherwise enforced until the Owner has been given not less than thirty (30) days written notice prior to such foreclosure or enforcement, at the address of the Owner on the records of the Association, of the Assessment or installment and of the amount owing. Such notice may be given at any time prior to or after delinquency of such payment. A copy of such notice may also be provided to the Occupant(s) of the Owner if the Owner is not a resident at the Project.

6.14. **Due Date and Delinquency.** Assessments shall be paid in a timely manner. Payments are due in advance on the first day of the month or the first day of such other period established for the payment of Assessments. Payments are delinquent if received more than ten (10) days from the date that they became due. Whenever an Assessment is delinquent, the Board may at its option invoke any one or more options or all of the sanctions granted in this Article or the Act.

6.15. **Collection Charge.** If the Association does not otherwise adopt or establish billing and collection procedures in the Rules, the following shall apply: Delinquent accounts may be charged a twenty-five dollar (\$25) late fee each month until the Owner's account (including all collection charges, costs, and attorney fees) is paid in full. Interest may also accrue on all unpaid balances at the rate of eighteen percent (18%) per annum. Payments shall first be applied to attorneys' fees and costs, collection charges, interest, and/or late fees and then unpaid Assessments. Collection charges, interest, and late fees shall constitute part of the Assessment lien provided above until paid.

6.16. **Collection Action at Law.** The Association may exercise any or all of the following remedies to collect delinquent Assessments:

- 1) The Association may suspend such Owner's voting rights.
- 2) The Association may suspend such Owner's right to use the Common Areas.
- 3) The Association may suspend such Owner's right to receive utility services paid as a Common Expense.
- 4) The Association shall have a lien against each Lot for any Assessment levied against the Lot and any fines or other charges imposed under this Declaration or the Bylaws against the Owner of the Lot from the date on which the Assessment, fine, or charge is due. This lien shall arise and be perfected as of the date of the recording of this Declaration. At any time, any Assessment or installment thereof is delinquent, the Association, by and through its Board or any Manager, may file a notice of lien in the deed records of Salt Lake County, Utah against the Lot with respect to which the delinquency pertains. Once filed, such lien shall accumulate all future Assessments or installments, interest, late fees, penalties, fines, attorney fees, and other appropriate costs properly chargeable to an Owner by the Association, until such amounts are fully paid. Said lien may be foreclosed at any time as allowed by law. The lien of the Association shall be superior to all other liens and encumbrances except: a lien or encumbrance recorded before the original Declaration was recorded; a first or second security interest on the Lot secured by a mortgage or trust deed that is recorded before the Association's notice of lien; or a lien for real estate taxes or other governmental assessments against the Lot. The Association through its duly authorized agents, may bid on the Lot at any foreclosure sale, and may acquire and hold, lease, mortgage, and convey the Lot.
- 5) The Association may bring an action to recover a money judgment for unpaid Assessments, fines, and charges under this Declaration against the Owner without

foreclosing or waiving the lien described above. Recovery on any such action, however, shall operate to satisfy the lien, or the portion thereof, for which recovery is made.

6) If a delinquent Owner is leasing his Lot, the Board may, at its option, so long as such default shall continue, demand and receive from any tenant of the Owner the rent due or becoming due and the payment of such rent to the Board shall discharge such tenant for rent due, and shall discharge the Owner for such Assessments to the extent of the amount so paid.

7) The Association shall have any other remedy available to it whether provided in the Governing Documents, the Act, or other law or in equity.

8) Payments shall be credited first to collection costs (including attorney fees), then to interest and late fees, then to the oldest assessments, then the most recent assessments.

6.17. **Power of Sale.** The Association shall have all rights of foreclosure granted by the Act, both judicially and non-judicially. Pursuant to Utah Code §57-1-20 and §57-8a-302, an Owner's acceptance of an interest in a Lot constitutes a simultaneous conveyance of the Lot in trust, with power of sale, to the Association's attorney of record, as trustee, for the benefit of the Association, for the purpose of securing payment of Assessments under the terms of this Declaration. The Association may appoint a qualified successor trustee by executing and recording a substitution of trustee form.

6.18. **Reserve Account.** The Board shall establish a reserve account to fund long-term maintenance and replacement of Common Areas, as appropriate. The Board shall not be personally liable for failure to fund the reserve unless willful or intentional misconduct is proven in a court of law. Unless otherwise required by the Act, the Board shall cause a reserve analysis to be conducted no less frequently than every six (6) years and shall review and update the previously conducted reserve analysis no less frequently than every three (3) years.

6.19. **Reinvestment Fee.** The Association shall have the right to collect a "Reinvestment Fee" assessment in accordance with this Section and Utah Code §57-1-46. The following terms and conditions shall govern Reinvestment Fees:

(a) Upon the occurrence of any sale, transfer, or conveyance of any Lot as reflected in the office of the Salt Lake County recorder, regardless of whether it is pursuant to the sale of the Lot or not (as applicable, a "Transfer"), the party receiving title to the Lot (the "Transferee") shall pay to the Association a Reinvestment Fee.

(b) The Board shall have the power to set the amount of the Reinvestment Fee, in the Board's sole discretion, provided that in no event shall the amount of the Reinvestment Fee exceed the maximum rate permitted by law. If no amount is otherwise set by the Board, the amount of the Reinvestment Fee shall be the lesser of fifteen hundred dollars (\$1,500) or the maximum amount allowed by law.

(c) The Association shall not levy or collect a Reinvestment Fee for any of the Transfer exempted by Utah Code §57-1-46 or for any Transfers made solely for estate planning purposes of the Owner, as determined by the Board.

(d) The Reinvestment Fee shall be due and payable by the Transferee to the Association at the time of the Transfer giving rise to the payment of such Reinvestment Fee and shall be treated as an Individual Assessment and, if unpaid, may be collected in the same manner as an Individual Assessment.

6.20. **Account Payoff Information**. The Association may charge a fee for providing account payoff information in connection with the closing of an Owner's financing, refinancing, or sale of a Lot as provided for in Utah Code §57-8a-106. The Board may set forth the amount of the fee in the Rules, but such fee shall not exceed the maximum amount allowed pursuant to Utah law. If not otherwise set forth in the Rules, the account payoff fee shall be fifty dollars (\$50.00).

6.21. **Association Responsibility after Foreclosure**. If the Association takes title to a Lot pursuant to a foreclosure (judicial or non-judicial), it shall not be bound by any of the provisions related to the Lot that are otherwise applicable to any other Owner, including but not limited to obligations to pay Assessments, taxes, or insurance, or to maintain the Lot. By taking a security interest in any Lot governed by this Declaration, Lenders cannot make any claim against the Association for nonpayment of taxes, Assessments, or other costs and fees associated with any Lot if the Association takes title to a Lot related to a failure to pay Assessments.

ARTICLE VII. MAINTENANCE

7.1. **Association Maintenance**. The Association shall maintain, repair, and replace the Common Areas. The Board, in its sole discretion, shall determine the maintenance standard of the Common Areas, and other areas for which it has maintenance responsibilities.

7.2. **Owner Maintenance**. Each Owner shall have the obligation to maintain, repair, and replace the Owner's Lot and Living Unit. Each Owner shall keep the Owner's Lot and Living Unit in a state of good repair and in an attractive, safe, and healthy condition. Each Owner is responsible for snow removal on the driveway and walkways located on the Lot, on the sidewalks that border the Lot, porches, and patios. Each Owner is also responsible to maintain, repair, and replace the landscaping on the Lot and the landscaping in the park strip(s) adjacent to the Lot. All landscaping shall be maintained in a neat and orderly condition. Any weeds or diseased, dead, or partially dead lawn, ground cover, trees, bushes or shrubbery shall be removed, repaired, and/or replaced. All lawn areas shall be neatly mowed and trees, shrubs and bushes shall be properly pruned and trimmed. Water-efficient or xeriscape landscaping is permitted and encouraged, subject to approval by the Board or ARC.

7.3. **Owner Maintenance Neglect**. If an Owner fails to meet the Owner's maintenance obligations contained herein, the Association (or a person or company hired by the Association) may enter upon any Lot for the purpose of maintaining and repairing such

Lot or any exterior improvement thereon, subject to the limits of Section 13.1. The Board shall have the sole authority and discretion to decide whether an Owner has failed to meet its maintenance obligations. Except as necessary to prevent personal injury or property damage in an emergency, the Association shall first provide reasonable notice and an opportunity to cure before exercising the power granted herein. All costs incurred by the Association in remedying Owner maintenance neglect shall be an Individual Assessment against the Owner's Lot.

7.4. **Board Discretion to Determine Maintenance Responsibilities.** In the event a maintenance obligation is not outlined herein or confusion arises as to a maintenance obligation, the Board may, by resolution and in its sole discretion, determine whether the Association or the Owners shall have the responsibility to fulfill the maintenance obligation.

7.5. **Association Maintenance Caused by Owner Negligence.** If the need for maintenance or repair of Common Areas (or other areas for which the Association has a maintenance responsibility) is caused through the willful or negligent acts of an Owner, or through the willful or negligent acts of the family, guests, tenants, or invitees of an Owner, the Board may cause such repairs to be made by the Association and the cost of such maintenance or repair work shall be added to and become an Individual Assessment to which such Lot is subject.

ARTICLE VIII. INSURANCE

NOTICE: The Association's insurance policies do not cover Living Units, the personal property of Owners and Occupants, or the personal liability of Owners and Occupants. Owners and Occupants are required to obtain adequate insurance to cover their Living Units, personal property, and personal liability.

8.1. **Insurance.** The Board shall obtain insurance as required in this Declaration, the Act, or other applicable laws. The Association may obtain insurance that provides more or additional coverage than the insurance required in this Declaration. Different policies may be obtained from different insurance carriers and standalone policies may be purchased instead of, or in addition to, embedded, included coverage, or endorsements to other policies. Insurance premiums shall be a Common Expense.

8.2. **Property Insurance.** The Association shall maintain a blanket policy of property insurance covering any insurable improvements on the Common Areas. The Association may maintain broader coverage if afforded by the insurance contract.

8.3. **Comprehensive General Liability (CGL) Insurance.** The Association shall obtain CGL insurance insuring the Association, the agents and employees of the Association, and the Owners, against liability incident to the use, ownership or maintenance of the Common Area or membership in the Association. The coverage limits under such policy shall not be less than One Million Dollars (\$1,000,000.00) covering all claims for death of or injury to any one person or property damage in any single occurrence. Such insurance shall contain a Severability of Interest Endorsement or equivalent coverage which should preclude the

insurer from denying the claim of an Owner because of the negligence acts of the Association or another Owner.

8.4. **Director's and Officer's Insurance.** The Association shall obtain Directors' and Officers' liability insurance protecting the Board, the officers, and the Association against claims of wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, failure to enforce the Governing Documents, and breach of contract (if available). This policy shall: (1) include coverage for volunteers and employees, (2) include coverage for monetary and non-monetary claims, (3) provide for the coverage of claims made under any fair housing act or similar statute or that are based on any form of discrimination or civil rights claims, and (4) provide coverage for defamation. In the discretion of the Board, the policy may also include coverage for any Manager and any employees of the Manager and may provide that such coverage is secondary to any other policy that covers the Manager or any employees of the Manager.

8.5. **Theft and Embezzlement Insurance.** The Association shall obtain insurance covering the theft or embezzlement of funds by Board Members, officers, employees, Manager, and contractors of the Association.

8.6. **Certificates.** Any insurer that has issued an insurance policy to the Association shall issue a certificate of insurance to the Association, and upon written request, to any Owner or Mortgagee.

8.7. **Named Insured.** The named insured under any policy of insurance shall be the Association. Each Owner shall be insured under the Association's property and CGL insurance policies as required by law.

8.8. **Owner Act Cannot Void Coverage Under Any Policy.** Unless an Owner is acting within the scope of the Owner's authority on behalf of the Association and under direct authorization of the Association, an Owner's act or omission may not void an insurance policy or be a condition to recovery under a policy.

8.9. **Waiver of Subrogation against Owners and Association.** All property and CGL policies must contain a waiver of subrogation by the insurer as to any claims against the Association and the Owners and their respective agents and employees.

8.10. **Applicable Law.** This Declaration is specifically subjecting the Association to the insurance requirements and provisions in Part 4 of the Act, and any amendments thereto and thereafter enacted by law. It is the intent of this provision that any future changes to the insurance law applicable to community associations shall apply to this Association.

ARTICLE IX. USE RESTRICTIONS

9.1. **Common Areas.** The Common Areas shall be used only in a manner consistent with their community nature and applicable Association use restrictions. Owners and Occupants shall not obstruct Common Areas, store any items on Common Areas, or alter Common Areas unless approved by the Board. Owners and Occupants may not damage or commit waste to the Common Areas.

9.2. **Single Family.** Each Living Unit and internal accessory dwelling unit (see Section 9.5, below) shall be used only as a single-family dwelling, as defined by West Jordan City code.

9.3. **Business Activities.** No gainful occupation, business, trade, or other nonresidential use shall be conducted on any Lot or Living Unit except with the prior written consent of the Board unless (1) only normal residential activities would be observable outside of the Living Unit; (2) the business activity does not involve persons coming on to the Project who do not reside in the Project in a manner and/or amount that would constitute a nuisance; (3) the business activity does not involve the solicitation of Occupants or Owners; (4) the business will not result in the increase of the cost of the Association's insurance; and (5) the activities would not be in violation of applicable local ordinances.

9.4. **Leasing and Non-Owner Occupancy of Lots.**

1) Each Lot shall be occupied by at least one (1) Owner of the Lot. Any agreement for the leasing, rental, or occupancy of a Lot (hereinafter in this Section referred to as a "lease") is prohibited, except as otherwise specifically provided in this Section 9.4 or any Rules adopted as allowed in this Section. This Section 9.4 shall not apply to internal accessory dwelling units, which are addressed in Section 9.5, below.

2) **Definitions.** For the purpose of this Section 9.4:

(a) "Non-Owner Occupied" means:

(i) For a Lot owned in whole or in part by a natural individual or individuals, the Lot is occupied by someone, but no individual Owner occupies the Lot; or

(ii) For a Lot owned entirely by one or more entities or trusts, the Lot is occupied by anyone.

3) **Exemptions.** The following Lots may be Non-Owner Occupied:

(a) A Lot owned by a person in the military for the period of the Owner's deployment.

(b) A Lot occupied by the Owner's parent, child, or sibling.

(c) A Lot whose Owner is relocated by the Owner's employer for a period of two (2) years or less.

(d) A Lot owned by an entity that is occupied by an individual who has voting rights in the entity and who has a twenty-five percent (25%) or greater share of ownership in the entity.

(e) A Lot owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for: (1) the estate of a current occupant of the Lot; or (2) the parent, child, spouse, or sibling of the current occupant of the Lot.

(f) Fifteen percent (15%) of Lots. Owners wishing to lease their Lots under this Subsection 9.4(3)(f) shall submit an application to the Board for approval. The Board shall review the applications in chronological order based on the date of receipt of the application. If the application is denied because approval would result in exceeding the 15% leasing cap contained herein, the Owner shall be placed on a waiting list. Placement on the waiting list will be according to the date the application was received so that the Owner on the waiting list whose application was earliest received shall have first opportunity to lease his or her Lot when an opening becomes available (i.e. when Lots leased under this Subsection 9.4(3)(f) drop below 15%). This fifteen percent (15%) leasing cap may be raised to a higher percentage upon approval of at least fifty-one percent (51%) of the total voting interests of the Association and upon recorded notice of the raised leasing cap.

4) Administration. The Association shall create procedures to track the number of leased Lots in the Project and to ensure consistent administration and enforcement of the leasing restrictions contained in this Section.

5) Grandfather Provision. Lots being leased at the time this Declaration is recorded with the Salt Lake County Recorder shall be grandfathered and allowed to continue leasing until the earliest of the following occurs: (i) an Owner (or an officer, director, trustee or beneficiary of the entity that owns the Lot) occupies the Lot or (ii) the ownership of the Lot is transferred.

6) Lease Restrictions. All leases shall be in writing, a copy of which shall be provided to the Board or Manager within fourteen (14) days of the lease being signed, along with the name and contact information for all adult tenants and any other information deemed necessary by the Board. Tenants shall be provided with copies of the Governing Documents. The Board may adopt Rules requiring Owners to participate in the West Jordan City Good Landlord Program. No Owner shall be permitted to lease his/her Lot for transient, hotel, or seasonal purposes. All leases shall be for an initial term of no less than six (6) months. Daily, weekly, or other short-term rentals are prohibited. No Owner may lease individual rooms to separate persons or less than the Owner's entire Lot, except as may be permitted pursuant to Section 9.5 (Internal Accessory Dwelling Units), below. Subleasing is prohibited. All leases shall provide that the tenant is subject to and shall abide by the Governing Documents and the tenant's failure to do so shall constitute a breach of the lease agreement. No Owner may advertise a lease that, if entered into, would violate this Section. Within

ten (10) days after delivery of written notice from the Association to the Owner of the creation of a nuisance or violation of the Governing Documents by a tenant, the Owner shall proceed promptly to either abate or terminate the nuisance, or cure the default, and notify the Board in writing of the Owner's intentions. If the Owner fails to act accordingly, the Board may initiate eviction proceedings on behalf of the Owner, and through this Declaration the Owner hereby assigns the Association the authority to do so. The Owner of a Lot shall be responsible for the tenant's or any guest's compliance with the Governing Documents and the Owner and tenant shall be jointly and severally liable for any fines for violations thereof. Fines, charges, and expenses incurred in enforcing the Governing Documents with respect to a tenant, and for any costs incurred by the Association in connection with any action under this Section, including reasonable attorney fees (regardless of whether any lawsuit or other action is commenced), are Individual Assessments against the Owner and Lot which may be collected and foreclosed on by the Association.

9.5. Internal Accessory Dwelling Units.

1) An Owner who occupies a Living Unit as the Owner's primary dwelling may lease an internal accessory dwelling unit within such Living Unit if and only to the extent permitted by Utah law and West Jordan City ordinances. As used in this section, the terms "internal accessory dwelling unit" and "primary dwelling" shall have the same meaning as provided in Utah Code §10-9a-530.

2) As used herein, the term "lease" shall refer to any agreement for the leasing, rental, or occupancy of an internal accessory dwelling unit. All leases shall be in writing, a copy of which shall be provided to the Board or Manager within fourteen (14) days of the lease being signed, along with the name and contact information for all adult tenants and any other information deemed necessary by the Board. Tenants shall be provided with copies of the Governing Documents. The Board may adopt Rules requiring Owners to participate in the West Jordan City Good Landlord Program. No Owner shall be permitted to lease his/her internal accessory dwelling unit for transient, hotel, or seasonal purposes. All leases shall be for an initial term of no less than six (6) months. Daily, weekly, or other short-term rentals are prohibited. No Owner may lease individual rooms to separate persons or less than the entire internal accessory dwelling unit. Subleasing is prohibited. All leases shall provide that the tenant is subject to and shall abide by the Governing Documents and the tenant's failure to do so shall constitute a breach of the lease agreement. No Owner may advertise a lease that, if entered into, would violate this Section. Within ten (10) days after delivery of written notice from the Association to the Owner of the creation of a nuisance or violation of the Governing Documents by a tenant, the Owner shall proceed promptly to either abate or terminate the nuisance, or cure the default, and notify the Board in writing of the Owner's intentions. If the Owner fails to act accordingly, the Board may initiate eviction proceedings on behalf of the Owner, and through this Declaration the Owner hereby assigns the Association the authority to do so. The Owner shall be responsible for the tenant's or any guest's compliance with

the Governing Documents and the Owner and tenant shall be jointly and severally liable for any fines for violations thereof. Fines, charges, and expenses incurred in enforcing the Governing Documents with respect to a tenant, and for any costs incurred by the Association in connection with any action under this Section, including reasonable attorney fees (regardless of whether any lawsuit or other action is commenced), are Individual Assessments against the Owner and Lot which may be collected and foreclosed on by the Association.

3) Any construction of an internal accessory dwelling unit shall comply with Article X (Architectural Controls), below. Owners shall maintain adequate parking in the Owner's driveway (or other paved portion of the Lot as approved by the Architectural Review Committee) for both the Owner and other residents of the Living Unit and the residents of the internal accessory dwelling unit.

9.6. **Offensive or Unlawful Activities.** No noxious or offensive activities shall be carried on upon any Lot or Common Area, nor shall anything be done or placed on any Lot or Common Area which interferes with or jeopardizes the quiet enjoyment of other Lots or the Common Areas. No unlawful use shall be made of a Lot or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. No use shall be made of any Lot which would result in an increase in the cost of the Association's insurance or which would cause the improvements within the Project or any part thereof to be uninsurable against loss by fire or other perils included in insurance contracts, or cause such insurance to be canceled or suspected, or cause any company issuing such insurance to refuse renewal thereof.

9.7. **Sports and Recreational Equipment/Amenities.** Placement of sports and recreational equipment or amenities in the front of Living Units is subject to the following:

1) Sports and recreational equipment or amenities include, but are not limited to, basketball standards/hoops, goals, gym/physical fitness equipment, trampolines, swing sets, play structures, or similar structures or devices.

2) The term "front" as used herein shall include all areas of the Lot located outside a fence which encloses the rear yard. In the absence of a fence, the "front" shall include all areas to the front and side of each Living Unit to a line parallel with the rear of the Living Unit and extending to the Lot line between Living Units.

3) A single portable basketball standard is allowed to be kept on or adjacent to the driveway overnight between March 1 and October 31 of each year as long as the portable basketball standard is kept in good repair. All portable basketball standards must be stored in the garage or behind a fence between November 1 and February 28 of each year.

4) Other sports and recreational equipment, irrespective of the time of year, must be stored in the garage or behind a fence when not in use.

5) No sports or recreational equipment may be placed, stored, or used on the streets or in park strips at any time.

6) Permanent installation of any sports or recreational equipment or amenity is expressly prohibited in the front, parking strip, driveways, or streets.

7) The Board may adopt additional Rules to further clarify the use and installation of sports and recreational equipment/amenities.

9.8. **Accessory Buildings**. The term "accessory building" as used herein shall mean and refer to any structure on a Lot, other than the Living Unit, that is at least twenty-five (25) square feet or larger. Accessory buildings include, but are not limited to, permanent storage sheds, detached garage structures, conservatories or greenhouses and the like, and workshops.

1) All accessory buildings must be approved in writing by the Board or the ARC before construction begins.

2) Any and all detached accessory buildings must conform in design and materials with the Living Unit. All shingles must be similar in aesthetic to the shingles on the Living Unit.

3) No tin or aluminum sheds or sheds of any other metal material are allowed. Vinyl and wood sheds are permitted. Wood sheds must match the color of the Living Unit, remain in good appearance, and be painted. The Board may set limits on the number of sheds permitted on a Lot, such limits to apply prospectively only.

4) The maximum height of an accessory building shall be twelve (12) feet, unless otherwise approved by the Board or ARC.

5) Owners are responsible for maintaining their accessory building(s) in a state of good repair and attractive condition. If at any time an accessory building falls into a state of disrepair or unsightliness, the Board may require its repair, upkeep or removal.

6) Any accessory building constructed or installed without written approval by the Board or the ARC shall be considered non-conforming and must be removed immediately upon request of the Board and the land restored to its original condition. Fines may also be assessed pursuant to the Governing Documents.

9.9. **Pets**. Up to two (2) domestic pets may be kept in each Living Unit, unless a variance is granted in writing by the Board. No pets, animals, livestock, or poultry of any kind shall be bred in, on, or about the Project. All dogs must be on a leash, carried, or in cage whenever outside of the Lot on which the pet resides. Each pet owner shall abide by all West Jordan City and County pet ordinances. Pets may not create a nuisance. The following acts of a pet may constitute a nuisance: (a) it causes damage to property of anyone other than its owner; (b) it causes unreasonable fouling of the air by odors; (c) it causes unsanitary conditions; (d) it defecates on any Common Area or Lot of another Owner and the feces are not immediately cleaned up by the responsible party; (e) it barks, whines, or howls, or makes other disturbing noises in an excessive, continuous, or untimely fashion; or (f) it lunges at a passerby or other animal, causes harm or injury, or chases passing vehicles. The Association may levy Individual Assessments to the responsible Owner and/or pet owner for

any damages to the Common Areas caused by a pet. Each pet owner shall indemnify and hold harmless the Association and all other Owners against any loss or liability of any kind arising from or as a result of having the Owner's pet in the Project. The Association may also cause pets to be removed from the Project whose presence or actions violate this Section. The Board may adopt Rules adding further restrictions related to pets not inconsistent with this Declaration.

9.10. Timeshares and Fractional Use.

1) Timeshares and time sharing of any kind of a Lot within the Project is prohibited. Under no circumstances shall any Lot be owned or used for time sharing, including but not limited to, a "timeshare interest" as that term is defined in Utah Code §57-19-2(27), or shall be divided into, leased, sold, conveyed, or used for time period intervals.

2) Fractional Use of a Lot is prohibited. Fractional Use is defined as a Lot which is owned by a limited liability company, corporation, partnership, or other joint ownership structure in which unrelated persons or entities own, sell, purchase or otherwise for consideration create or acquire any divided property interest including co-ownership or fractional or divided estates, shares, leaseholds, or memberships which are subject to, or subsequently bound by, any agreement limiting interest holders' or their designees' right or functional ability to occupy or use the Lot to their respective interests or any other agreement which limits interest holders' or their designees' use of the Lot to fractional reservations through stay limitations of any duration. Fractional Use is established by any of the following elements: co-ownership or fractional or divided estates, shares, leaseholds, or memberships which are openly advertised, marketed, or offered for sale and sold individually at separate times; centralized or professional management; reservation systems; maximum or minimum day limits on each interest holder's occupancy or use of the Lot; or management fees reflective of interval use or ownership, irrespective of whether the agreement may be cancelled individually or by any party. Fractional Use does not include Lots jointly owned by individuals related by blood or marriage (or an entity or entities controlled by individuals related by blood or marriage) or similar joint ownership situations approved by the Board that are used for non-commercial purposes. The leasing of a Lot pursuant to Section 9.4 herein is considered a non-commercial purpose.

9.11. Machinery and Equipment. No machinery or equipment of any kind shall be placed, used, operated, or maintained on or adjacent to any Lot except such machinery or equipment as is usual and customary in connection with the use, maintenance, or construction of a Living Unit or appurtenant structures; or except any machinery or equipment allowed by the Board for durations permitted by the Board.

9.12. Nuisances. No Owner or Occupant shall create, maintain or permit a nuisance in, on or about the Project. For purposes of this Section a "nuisance" includes any behavior which annoys, disturbs or interferes with other residents and interferes with their right to the quiet and peaceful enjoyment of their property. 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 or the Common Areas;
- 2) The storage of any item, property or thing that will cause any Lot or the Common Areas to appear to be in an unclean or untidy condition or that will be noxious to the senses;
- 3) The accumulation of rubbish, unsightly debris, garbage, equipment, unregistered or abandoned vehicles, or other things or materials that constitute an eyesore as reasonably determined by the Board;
- 4) The storage of any substance, thing or material upon any Lot or in the Common Areas 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 at the Project;
- 5) Actions or activities tending to cause embarrassment, discomfort, annoyance, distress or a disturbance to any other residents, their guests or invitees, particularly if the police or sheriff must be called to restore order;
- 6) 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 Association by other residents, their guests or invitees;
- 7) Too much noise or traffic in, on or about any Lot or the Common Area, especially after 10:00 p.m. and before 7:00 a.m., or excessive use of outside speakers or amplifiers; or
- 8) Activities or conditions defined as a nuisance by West Jordan City or other governmental entity with jurisdiction over the Project; or
- 9) Other sights, sounds, smells, activities, or behaviors deemed a nuisance by the Board.

9.13. **Signs**. Political signs (defined as signs that advocate for (i) the election or defeat of a candidate for public office or (ii) the approval or defeat of a ballot proposition) are permitted to be placed on a Lot up to thirty (30) days prior to the associated election and must be removed the day after the election. "For Sale" signs are permitted on a Lot while the Living Unit is actively for sale and must be immediately removed when the Living Unit is no longer actively for sale. All other signs, pictures, posters, banners, and the like that are visible from outside the Lot are prohibited unless approved in advance by the Board. In no instance may signs be placed in the Common Area without the written consent of the Board.

9.14. **Windows and Window Coverings**. No aluminum foil, newspapers, reflective film coatings, flags, or any other similar materials may be used to cover the exterior windows of any Living Unit or garage. Sun shades and tinted windows are permitted.

9.15. **Firearms, Incendiary Devices, and Graffiti**. The use of firearms and incendiary devices, or the painting of graffiti, within the Project is prohibited. The term firearms

includes but is not limited to all guns, pistols, handguns, rifles, paint ball guns, automatic weapons, semi-automatic weapons, BB guns, pellet guns, airsoft guns, sling shots, wrist-rockets, blow-dart guns, and other firearms of all types, regardless of size.

9.16. Walls, Fences, and Hedges.

- 1) No fence, wall, hedge, or other similar structure (including without limitation any "topping" on such structures) shall be erected in a front yard of a Lot to a height in excess of three (3) feet, nor shall any such structure be erected in any side or rear yard to a height in excess of six (6) feet.
- 2) Arches and other decorative fence entry points may exceed six (6) feet subject to written approval of the Board or ARC.
- 3) No fence, wall, hedge or other similar structure shall be erected in any yard bordering a street or front yard of any adjoining Lot to a height in excess of six (6) feet any nearer to any street than the minimum building setback line.
- 4) Where a retaining wall protects a cut below the natural grade and is located on the line separating Lots, such retaining wall may be topped by a fence, wall or hedge or similar structure six (6) feet in height.
- 5) The only acceptable fencing materials are wrought iron, masonry or vinyl. Chain link fences are not permitted except for dog runs that are wholly located within a completely enclosed (fenced) backyard.

6) Walls, fences, landscaping and the like constructed or installed within a public utility or drainage easement are constructed or installed at the Owner's risk and may have to be removed, dismantled or destroyed and restored to its original condition, at said Owner's sole expense, where necessary because of the need for drainage or public utility servicing, installation, alteration or repairs by a utility company or as required by a public or private authority .

9.17. Temporary Structures. No Owner or Occupant shall place upon any part of the Project any temporary structures including but not limited to tents, trailers, or sheds, without the prior written consent of the Board.

9.18. Storage and Parking of Vehicles.

- 1) The parking and storing of recreational or oversized vehicles, i.e., boats, trailers, motor homes, campers, utility trailers, motorcycles, heavy equipment or non-passenger vehicles (e.g., Bobcat), and the like (collectively "RVs") in the Project is only permitted on pads on the Owner's Lot located behind the front line of the Living Unit and behind a fence or gate. All parking pads shall be approved in advance by the Board or ARC. No RV may be parked or stationed along any street, or in front of or on any sidewalk, walkway, garage, driveway, building, or Living Unit except for loading or unloading not to exceed forty-eight (48) hours. No RV may be parked in an unauthorized Common Area overnight.

2) No motor vehicle or RV may be parked or stationed in such a manner so as to create a potentially dangerous situation or obstacle, or so as to inhibit or block reasonable access to a Living Unit, driveway, garage, parking space, driving lane, sidewalk, street, or entry, or so as to inhibit snow removal.

3) Owners and Occupants shall only park their motor vehicles within their designated garages, driveways, or other designated Common Areas. Parking of motor vehicles in the front, side or rear landscaped areas of Lots is prohibited without the express prior consent of the Board.

4) Owners and Occupants may not park their motor vehicles in red zones, fire lanes, or other unauthorized areas.

5) No Owner or Occupant may repair or restore any motor vehicle or RV of any kind in, on or about the Project, except for emergency or routine repairs, and then, for a period not to exceed seventy-two (72) hours. Damaged or inoperable, unlicensed, or unregistered motor vehicles may not be stored in the Project so as to be visible to public view.

6) No garage may be altered in such a manner that the number of motor vehicles which may reasonably be parked therein after the alteration is less than the number of motor vehicles that could have been reasonable parked in the garage as originally designed and constructed.

7) The Board may adopt additional Rules relating to the parking of vehicles within the Project, including, without limitation: the size and dimensions of the vehicles parked within the Project; the admission and temporary parking of vehicles within the Project; the right to remove or cause to be removed any vehicles that are improperly parked; and the assessment of charges to Owners and Occupants who violate such Rules.

9.19. **Holiday Decorations.** Holiday decorations may be displayed within forty-five (45) days before and forty-five (45) days after the related holiday. The Board may adopt additional Rules to regulate holiday decorations in the Project, to the extent permitted by law.

9.20. **Aerials, Antennas, and Satellite Systems.** Antennas and satellite dishes shall be prohibited within the Project, except (a) antennas or satellite dishes designed to receive direct broadcast satellite service and which are one (1) meter or less in diameter; (b) antennas or satellite dishes designed to receive video programming services via multi point distribution services and which are one (1) meter or less in diameter or diagonal measurement; or (c) antennas or satellite dishes designed to receive television broadcast signals (collectively "Permitted Devices") shall be permitted, provided that any such Permitted Device is:

1) located in the attic, crawl space, garage, or other interior spaces of the Living Unit or another approved structure on the Lot so as not to be visible from outside the Living Unit or other structure; or,

2) located in the rear yard of the Living Unit (i.e., the area between the plane formed by the front facade of the Living Unit and the rear lot line) and setback from all lot lines at least eight (8) feet; or,

3) attached to or mounted on a deck or patio and extending no higher than the eaves of the portion of the roof of the Living Unit directly in front of such antenna; or,

4) attached to or mounted on the rear wall of the Living Unit so as to extend no higher than the eaves of the Living Unit at a point directly above the position where attached or mounted to the wall; and,

5) does not exceed one (1) meter in diameter and is designed to receive direct broadcast satellite service, including direct-to-home satellite service, to receive or transmit fixed wireless signals via satellite, to receive video programming services via broadband radio service (wireless cable), or to receive or transmit fixed wireless signals other than via satellite.

Notwithstanding, the foregoing, should an Owner determine that a Permitted Device cannot be located in compliance with the above guidelines without precluding reception of an acceptable quality signal, then the Owner may, upon approval of the Board or ARC, install the device in the least conspicuous alternative location on the Living Unit or other structure where an acceptable quality signal can be obtained. The Board may adopt Rules establishing a preferred hierarchy of alternative locations and requiring screening of all Permitted Devices, so long as such Rules do not unreasonably increase the cost of installation, maintenance, or use of the Permitted Device.

9.21. **Subdivision of a Lot.** No Lot may be subdivided or partitioned.

9.22. **Trash Containers and Collection.** All rubbish, trash, and garbage shall be regularly removed from the Lots and shall not be allowed to accumulate thereon. All garbage, trash, or other waste shall be kept in trash containers. Individual trash containers shall not be placed or stored so as to be visible from the street except on garbage pick-up day or the night before. On garbage pick-up days, trash containers may not be left so as to be visible from outside the Lot for a period longer than twenty-four (24) consecutive hours.

9.23. **Energy Conservation Equipment.** Solar energy collector panels and attendant hardware or other energy conservation equipment shall be prohibited from being constructed or installed in the Project unless authorized by the Board. If the Board elects to allow energy conservation equipment in the Project, then the Board may adopt Rules for the installation of solar panels or other energy conservation equipment. Any such Rules must require that the installation be an integral and harmonious part of the architectural design of the Living Units.

9.24. **Pool.** The Board shall adopt Rules for the pool and the use thereof. All Owners and Occupants shall abide by the pool Rules adopted by the Board. The Rules may

allow the Board to ban repeat violators from using the pool for a certain time period or take other enforcement actions.

9.25. **Board Determination of Violations.** The Board, using its best judgment, shall have the sole discretion to determine whether a violation of the Sections contained in this Article IX has occurred.

9.26. **Variances.** The Board may, at its option and in extenuating circumstances, grant variances from the restrictions set forth in this Article if a majority of the Board determines in its discretion: (1) either that the restriction would create an unreasonable hardship or burden on an Owner or Occupant, or that a change of circumstances since the recordation of this Declaration has rendered such restriction obsolete and unreasonable to enforce; and (2) that the activity permitted under the variance will not have any financial affect or any other substantial adverse effect on the other Owners or Occupants of the Project and is consistent with the high quality of life intended for residents of the Project. Any such variance shall be unenforceable and without any effect whatsoever unless reduced to writing and signed by a majority of the Board Members. No variance may be granted that is inconsistent with the Act.

ARTICLE X. ARCHITECTURAL CONTROLS

10.1. **Architectural Controls.** The designs of all structures and Living Units in the Project shall be limited to those approved by the Board. In the event of any reconstruction of an improvement or Living Unit due to a casualty, the design, quality, and appearance of the reconstructed improvement shall be substantially the same as the structure initially built, unless otherwise approved by the Board. No landscaping, grading, excavation, building, fence, wall, residence, other structure, or external alteration of any kind to a Living Unit, shall be commenced, erected, maintained, improved, altered, or made until the construction plans and specifications, have been approved in writing by the Board. The Board may appoint an Architectural Review Committee (ARC) to perform the functions outlined in this Article X. However, the Board shall have the final determination as to any ARC decisions and actions.

10.2. **Design Criteria.** The Board may adopt Design Criteria for the purpose of maintaining a consistent character and quality of appearance of the improvements within the project. The Design Criteria may designate the design, style, model, and manufacturer of any materials to be used for an exterior improvement or alteration that is acceptable to the Board. The Design Criteria may also designate landscaping requirements. Such designations shall be for the purpose of achieving uniformity of appearance and preservation of property values. Amendments to the Design Criteria shall apply prospectively only. They shall not require modifications to or removal of any structures previously approved once the approved construction or modification has begun. However, any new work on such structures must comply with the Design Criteria as amended.

10.3. **Variances.** The Board may authorize variances from compliance with any of the architectural provisions of this Declaration or Design Criteria. Such variances must be in writing and must be signed by a majority of the members of the Board. If a variance is granted,

no violation of the Governing Documents shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of a variance shall not operate to waive any Restrictions of the Governing Documents, other than those specifically identified in the variance, nor shall it affect an Owner's obligation to comply with all governmental laws and regulations. The granting of a variance to one Owner does not automatically constitute a variance to another similarly-situated Owner.

10.4. **Liability for Damages**. The Board shall not be held liable for damages by reason of any action, inaction, approval, or disapproval by it made pursuant to this Article.

ARTICLE XI. ENFORCEMENT

11.1 **Enforcement of Governing Documents**. The Association, through the Board, shall have the power and authority in its own name, on its own behalf, or in the name and behalf of any Owner(s) who consents thereto, to enforce, by fine or proceedings at law or in equity, each provision of the Governing Documents and Design Criteria, including the right to prevent any violation of such, and the right to recover damages and other sums for such violation(s). Owners may also enforce the Governing Documents and Design Criteria as allowed by law through proceedings at law or in equity. The prevailing party in any action for the enforcement of any provisions of the Governing Documents and Design Criteria (including but not limited to litigation and the appeal thereof) shall be entitled to collect court costs and reasonable attorney fees. Reasonable attorney fees incurred by the Association in enforcing the Governing Documents and Design Criteria may be levied against the offending Owner as an Individual Assessment, regardless of whether a lawsuit or other action is commenced. Occupants, guests, and invitees shall be jointly and severally liable with the Owner for any fine assessed as a result of their action in violation of the provisions of the Governing Documents.

ARTICLE XII. RIGHTS OF FIRST MORTGAGEE

12.1. **Title in Mortgagee**. Any first Mortgagee who obtains title to a Lot pursuant to the remedies provided in the Mortgage or foreclosure of the Mortgage will not be liable for such Lot's Assessments or charges which accrue prior to the acquisition of title of such Lot by the Mortgagee. However, such first Mortgagee shall be responsible for Assessments levied while it holds title to the Lot.

ARTICLE XIII. RIGHT OF ENTRY

13.1 **Right to Enter Lots**. The Association acting through the Board or its duly authorized agent may, upon reasonable notice of at least 48 hours and at a reasonable time, enter upon any Lot on the areas located outside the exterior boundaries of a Living Unit, regardless of whether or not the Owner or Occupant thereof is present at the time, to abate any infractions, to fulfill its responsibilities, to exercise its rights, and to correct any violation of any of the Governing Documents. The notice set forth in this Section shall not be necessary in case of an emergency threatening other Living Units, Occupants, or other parts of the

Project. Nothing in this Section shall be construed to authorize the entry of the Association into the interior of a Living Unit without the consent of the Owner unless there is an emergency threatening another Living Unit or the Occupants of another Living Unit. Owners shall maintain up-to-date emergency contact information records with the Association, including any local representative an Owner may have for notice purposes.

ARTICLE XIV. AMENDMENTS

14.1. **Amendments**. This Declaration may be amended upon the affirmative vote of at least sixty-seven percent (67%) of the voting interests of the Association. No meeting shall be required for an amendment if the required vote for approval is obtained by written consent or ballot. Any amendment(s) shall be effective upon recordation in the office of the Salt Lake County Recorder. In such instrument the President shall certify that the vote required by this Section for amendment has occurred. If a Lot is owned by more than one Owner, the vote of any one Owner shall be sufficient to constitute approval for that Lot under this Section. If a Lot is owned by an entity or trust, the vote of any one officer, trustee, or agent of the entity shall be sufficient to constitute approval for that Lot under this Section.

ARTICLE XV. MISCELLANEOUS

15.1. **Notices**. Any notice required or permitted to be given to any Owner or Member according to the provisions of this Declaration shall be deemed to have been properly furnished if personally delivered, emailed, or if mailed, postage prepaid, to the Person who appears as an Owner, at the latest email or mailing address for such Person appearing in the records of the Association at the time notice is sent. If no email or mailing address has been provided, the physical address of the Lot owned by said Owner shall be used for notice purposes. Notices may also be sent as allowed by the Act or by the Utah Revised Nonprofit Corporation Act.

15.2. **Consent in Lieu of Voting**. In any case in which this Declaration requires authorization or approval of a transaction the assent or affirmative vote of a stated percentage of the votes present or represented at a meeting, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Owners entitled to cast the required percentage of membership votes. The Association may use any method allowed under Utah law and the Utah Revised Nonprofit Corporation Act.

15.3. **Dissolution**. The Association may be dissolved by a vote of at least eighty percent (80%) of the voting interests of the Association. Upon dissolution, the Association shall transfer any Common Area real property it owns to a municipality, utility, or other person as permitted by West Jordan City or Salt Lake County and disperse any remaining funds or assets to the Owners pro rata. In the event such dedication or transfer is not made or is not accepted, the Association's assets shall be transferred to a nonprofit corporation, trust, or other entity to be used for the benefit of all Owners in the Project, and each Owner shall continue to be obligated to make assessment payments for the maintenance and upkeep of the Common Areas, on a pro rata basis which conforms substantially with the assessment

procedures and terms set forth herein.

15.4. **Interpretation and Severability.** The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is constructed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any party thereof, and any gender shall include the other gender. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

15.5. **Covenants to Run with Land.** This Declaration and all provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of the Association and all parties who hereafter acquire any interest in a Lot or in the Common Areas shall be subject to the terms of this Declaration and the provisions of any Rules, agreements, instruments, and determinations contemplated by this Declaration; and failure to comply with any of the foregoing shall be grounds for an action by the Association or an aggrieved Owner for the recovery of damages, or for injunctive relief, or both. By acquiring any interest in a Lot or in the Common Areas, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

15.6. **No Waiver.** Failure by the Association or by any Owner to enforce any Restriction or provision herein contained, or contained in the Bylaws or the Rules, in any certain instance or on any particular occasion shall not be deemed a waiver of such right of enforcement as to any such future breach of the same or any other Restriction or provision.

15.7. **Security.** The Association shall in no way be considered an insurer or guarantor of security within or relating to the Project, including any Common Area in which the Association may have an obligation to maintain, and the Association shall not be held liable for any loss or damage by reason of any failure to provide adequate security or any ineffectiveness of security measures undertaken. Owner(s) agree by purchasing a Lot in this Association that the Association and Board are not insurers of the safety or well-being of Owners or Occupants or of their personal property, and that each Owner or Occupant assumes all risks for loss or damage to persons, the Lots, the Common Areas, and to the contents of improvements located thereon to the extent not insured by the Association. EACH OWNER AND OCCUPANT UNDERSTANDS AND ACKNOWLEDGES THAT THE ASSOCIATION, AND BOARD HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, AND THAT EACH OWNER OR OCCUPANT HAS NOT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO THE SECURITY OF THE PROJECT.

15.9. **Effective Date.** The Declaration and any amendment hereof shall take effect upon its filing in the office of the Salt Lake County Recorder.

CERTIFICATION

IN WITNESS WHEREOF, this Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Bloomfield Farms P.R.D. was duly approved by at least sixty-seven percent (67%) of the voting interests of the Association.

DATED as of the 15 day of November, 2024.

Bloomfield Farms Homeowners Association,
A Utah Nonprofit Corporation

Alex Bair
By: Alex Bair

Its: Secretary

State of Utah)
County of Salt Lake ss.

On the 15th day of November 2024, personally appeared before me Alex Bair who by me being duly sworn, did say that she/he is the Secretary of Bloomfield Farms Homeowners Association, and that the foregoing instrument is signed and executed by authority of the consent of its members.

Notary Public CLM

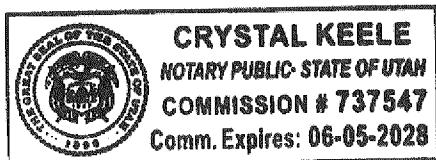


EXHIBIT A
LEGAL DESCRIPTION

All of the BLOOMFIELD FARMS SUBDIVISION PHASE 1 plat, recorded in the Office of the Salt Lake County Recorder.

Parcel Numbers: **20:35:426:007:0000**
 20:35:427:001:0000
 20:35:428:009:0000
 20:35:428:014:0000 through 20:35:428:019:0000
 20:35:476:011:0000 through 20:35:476:013:0000
 20:35:476:018:0000
 20:35:477:001:0000 through 20:35:477:011:0000
 20:35:478:001:0000 through 20:35:478:008:0000
 20:35:479:006:0000
 20:35:480:001:0000 through 20:35:480:006:0000

(39 Parcels)

All of the BLOOMFIELD FARMS SUBDIVISION PHASE 2 plat, recorded in the Office of the Salt Lake County Recorder.

Parcel Numbers: **20:35:426:008:0000 through 20:35:426:017:0000**
 20:35:426:018:0000 (Common Area)
 20:35:426:019:0000 through 20:35:426:023:0000
 20:35:427:002:0000 through 20:35:427:008:0000
 20:35:427:009:0000 (Common Area)
 20:35:427:010:0000 through 20:35:427:020:0000
 20:35:429:006:0000
 20:35:429:018:0000
 20:35:430:004:0000
 20:35:430:008:0000
 20:35:431:004:0000 through 20:35:431:005:0000
 20:35:431:009:0000
 20:35:432:001:0000 through 20:35:432:007:0000
 20:35:433:001:0000 through 20:35:433:008:0000

(57 Parcels)

All of the BLOOMFIELD FARMS SUBDIVISION PHASE 3 plat, recorded in the Office of the Salt Lake County Recorder.

Parcel Numbers: 20:35:426:001:0000 through 20:35:426:006:0000
20:35:428:001:0000 through 20:35:428:008:0000
20:35:428:010:0000 through 20:35:428:013:0000
20:35:476:001:0000 through 20:35:476:010:0000
20:35:476:014:0000 through 20:35:476:017:0000
20:35:479:001:0000 through 20:35:479:005:0000

(37 Parcels)

All of the BLOOMFIELD FARMS SUBDIVISION PHASE 4 plat, recorded in the Office of the Salt Lake County Recorder.

Parcel Numbers: 20:35:428:021:0000
20:35:429:001:0000 through 20:35:429:005:0000
20:35:429:007:0000 through 20:35:429:017:0000
20:35:429:019:0000 through 20:35:429:027:0000
20:35:430:001:0000 through 20:35:430:003:0000
20:35:430:005:0000 through 20:35:430:007:0000
20:35:431:001:0000 through 20:35:431:003:0000
20:35:431:006:0000 through 20:35:431:008:0000
20:35:476:019:0000 through 20:35:476:028:0000
20:35:479:007:0000 through 20:35:479:012:0000

(54 Parcels)

(187 Total Parcels)

EXHIBIT B

BYLAWS OF BLOOMFIELD FARMS HOMEOWNERS ASSOCIATION

These BYLAWS OF BLOOMFIELD FARMS HOMEOWNERS ASSOCIATION are effective upon recording in the Salt Lake County Recorder's Office pursuant to the Utah Community Association Act ("Act") and the Utah Revised Nonprofit Corporation Act ("Nonprofit Act") (referred collectively herein as the "Acts").

RECITALS

A. The Association is organized for any and all lawful purposes for which a nonprofit corporation may be organized under the Utah Revised Nonprofit Corporation Act, as amended, subject to the terms and conditions contained in the Declaration and its Articles of Incorporation.

B. These Bylaws are adopted to complement the Declaration, to further define the rights of the Association and the Owners, to provide for the ability to effectively govern and operate the Association and the Project known as Bloomfield Farms P.R.D., and to further the Association's efforts to safely, efficiently, and economically provide a quality living environment.

C. These Bylaws of the Association supersede and replace any previous bylaws of the Association and any amendments thereto, whether recorded or not.

ARTICLE I DEFINITIONS

1.1 Except as otherwise provided herein or as may be required by the context, all capitalized terms used herein shall have the same meaning and effect as used and defined in the Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Bloomfield Farms P.R.D.

ARTICLE II APPLICATION

2.1 All present and future Owners, Mortgagees, Occupants, and their invitees and guests, and any other persons who may use the facilities of the Project in any manner are subject to these Bylaws, the Declaration, and Rules. The mere acquisition or rental of any of the Living Units or the mere act of occupancy or use of any said Living Units or the Common Areas will signify that these Bylaws, the Declaration, and the Rules are accepted, ratified, and will be complied with by said persons.

ARTICLE III **OWNERS**

3.1 Annual Meetings. The Annual Meeting of the Owners shall be held each year on a day and time established by the Board. The purposes of the Annual Meeting may include the election of Board Members, the distribution of financial reports and budget, distributing the most recent reserve analysis, and to transact such other business as may come before the meeting. The Board may from time to time by resolution change the month, date, and time for the Annual Meeting.

3.2 Special Meetings. Special Meetings of the Owners may be called by a majority of the Board, the President, or upon the written request of Owners holding at least twenty-five percent (25%) of the voting interests of the Association. Any written request for a Special Meeting presented by the Owners shall be delivered to the President and shall include the original signature of each Owner affirmatively supporting such request along with a complete statement of the purpose of the meeting on each page containing signatures. The President shall then call, provide notice of, and conduct a Special Meeting within forty-five (45) days of receipt of the Owner request.

3.3 Place of Meetings. The Board may designate any place that is reasonably convenient for the Owners as the place of meeting for any Annual or Special Meeting. If no designation is made, the place of the meeting shall be held at the office of the Association or its Manager. Meetings may also be held (partially or wholly) through any electronic means, so long as all persons participating in the meeting may hear each other during the meeting.

3.4 Notice of Meetings. The Board shall cause written or printed notice of the date, time, and place (and in the case of a Special Meeting, the purpose or purposes) for all Owner meetings. Such written or printed notice shall be delivered to each Owner of record entitled to vote at such meeting not more than sixty (60) nor less than fourteen (14) days prior to the meeting. Such notice may be sent via email, text, hand-delivery, regular mail, or as otherwise allowed by the Act. If sent by email or text, such notice shall be deemed delivered and effective on the date transmitted to the Owner's email address or telephone number registered with the Association. If mailed, such notice shall be deemed to be delivered and effective on the date deposited in the U.S. mail if addressed to the Owner's address registered with the Association. Each Owner shall register with the Association such Owner's current email address, phone number, and mailing address for purposes of notice hereunder. Such registered email, phone number, and mailing address may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, an Owner's Living Unit shall be deemed to be the Owner's registered address and notice to the Living Unit address may be made by first-class mail or by posting the meeting notice on the front door. An Owner may opt out of receiving notices from the Association via email or text by giving written notice to the Board stating that the Owner will not accept notices by way of email or text.

3.5 **Qualified Voters**. An Owner shall be deemed to be in "good standing" and "entitled to vote" at any meeting of the Association if he or she is not delinquent in the payment of Assessments.

3.6 **Record Date for Notice Purposes**. The Board may designate a record date, which shall not be more than thirty (30) nor less than ten (10) days prior to the meeting, for the purpose of determining Owners entitled to notice of any meeting of the Owners. If no record date is designated, the last date on which a notice of the meeting is mailed or delivered shall be deemed to be the record date for determining Owners entitled to notice. The persons or entities appearing in the records of the Association on such record date as the Owner(s) of record of Lots in the Project shall be deemed to be the Owners of record entitled to notice of the Owner meeting.

3.7 **Quorum**. Those Owners present in person or by proxy at any duly called meeting that is called and held in compliance with the requirements of this Article, shall constitute a quorum for the adoption of decisions.

3.8 **Proxies**. Owners shall be entitled to vote in person or by proxy at each meeting provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been signed by the Owner or by the Owner's attorney. A proxy may be written on paper or received via email, facsimile, text, or any other electronic or physical means. A signature as required herein shall mean any indication that the document is from and consented to by the person who is purported to have sent it. If a Lot is jointly owned, the instrument authorizing a proxy to act may be executed by any one (1) Owner of such Lot or the Owner's attorney when duly authorized in writing. A proxy given to a Person who represents an Owner at Association meetings shall be in writing, dated, and signed by such Owner. Such instrument authorizing a proxy to act shall set forth the specific matters or issues upon which the proxy is authorized to act, and may allow the proxy to vote on any issue arising at any particular meeting or meetings. Proxies shall be filed with the Secretary (or with such other officer or person who may be acting as secretary of the meeting) before the meeting is called to order. The Secretary shall record all proxies in the meeting minutes.

3.9 **Votes**. With respect to each matter submitted to an Owner vote, each Owner entitled to vote at the meeting shall have the right to cast, in person or by proxy, one (1) vote per Lot owned. The affirmative vote of a majority of the votes entitled to be cast by the Owners present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by Owners, unless a greater proportion is required by the Articles of Incorporation, these Bylaws, or the Declaration. When a Lot is jointly owned, any Owner may exercise the vote for such Lot on behalf of all Co-Owners of the Lot. In the event of two (2) conflicting votes by Co-Owners of a Lot, no vote shall be counted for that Lot. In no event shall cumulative votes (i.e., an Owner casting on a ballot all of the Owner's votes for the same candidate) or fractional votes be exercised with respect to any Lot. Only those Owners who are in good standing (see Section 3.5 above) shall be entitled to vote. Voting for any Association matter, including elections, may be done electronically, including online voting, so long as the Board can reasonably determine the validity of the vote. The Board may adopt

additional Rules regarding such electronic voting, including timeframes for voting and other issues.

3.10 **Waiver of Irregularities**. All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting, in the form of proxies and the method of ascertaining Owners present, and in the decision and votes of the Board or of the Owners shall be deemed waived by those Members in attendance if no objection is made at the meeting. For those Members who are not in attendance at the meeting, the right to challenge inaccuracies and irregularities in calls, notices, voting, and decisions shall be waived if no objection is made within thirty (30) days of the date of the meeting.

3.11 **Action Taken Without a Meeting**. Owners have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of Owners in accordance with the requirements of Utah Code §16-6a-707 or §16-6a-709 and any other applicable section of the Acts. Any action so approved shall have the same effect as though taken at an Owner meeting. Ballots or written consents may be obtained via any electronic or physical means including but not limited to email, facsimile, text, or paper document.

3.12 **Minutes of Meetings**. The Secretary or other assigned individual shall take minutes of all meetings of the Owners.

ARTICLE IV **BOARD OF DIRECTORS**

4.1 **Powers**. The Project and the affairs and business of the Association shall be managed by the Board. The Board may exercise business judgment and all of the powers of the Association, whether derived from the Declaration, these Bylaws, the Articles, or the Acts except such powers that the Declaration, these Bylaws, the Articles, and the Acts vest solely in the Owners.

4.2 **Number and Qualifications**. The property, business, and affairs of the Association shall be governed by a Board composed of five (5) individuals. Board Members must be in good standing (see Section 3.5 herein), must be at least 18 years old and must be an Owner or the spouse of an Owner of a Lot in the Project. If an Owner is a corporation, partnership, limited liability company, or trust, an officer, partner, member, manager, agent, trustee, or beneficiary of such Owner may be a Board Member. No more than one (1) Board Member may reside in the same household. If a Board Member ceases to meet any required qualifications during the Board Member's term, such person's membership on the Board shall automatically terminate.

4.3 **Nominations**. No more than sixty (60) or less than fifteen (15) days before an election to the Board is held, the Association shall notify the Owners of the election, of the number of upcoming vacancies that will be filled at the election and shall issue a call for nominations. The time period for nominations shall remain open for at least ten (10) days.

Nominations for candidates may be made in writing to a current Board Member. Self-nominations are permitted. All nominees shall meet the qualifications for Board Members provided in these Bylaws. The Board may from time to time amend this nomination procedure by resolution.

4.4 Election. The election of Board Members shall be made by a vote of the Owners. If the election of Board Members is not held during the Annual Meeting, or at any adjournment thereof, the Board may hold the election at a Special Meeting of the Owners. Pursuant to Section 3.9 above, the election may also take place electronically, including online voting, so long as the Board can reasonably determine the validity of the vote. During each election, Owners in good standing (see Section 3.5 above) (or their proxies, if the election takes place during an Annual or Special Meeting) may cast, with respect to each vacancy, one (1) vote. The candidates receiving the largest number of votes shall be elected. Cumulative (i.e., an Owner casting on a ballot all of the Owner's votes for the same candidate) or fractional voting is not permitted.

4.5 Term of Office. Each Board Member shall be elected for a term of three (3) years. The terms shall be staggered and overlap so that elections for Board Member positions are held each year. If the terms become un-staggered for any reason, the Board may provide for the re-staggering of terms in a manner the Board deems appropriate, including the altering of the terms of some Board Members to reestablish staggering. Board Members may serve consecutive terms if reelected.

4.6 Regular Meetings. The Board shall hold meetings at least quarterly at the discretion of the Board.

4.7 Special Meetings. Special meetings of the Board may be called by the President or a majority of Board Members on at least two (2) business days' prior notice to each Board Member.

4.8 Meeting Notice. Notices of Board meetings may be given to Board Members and Owners personally, by email, by telephone, including text message, or as otherwise allowed by the Acts. By unanimous consent of the Board, meetings may be held without call or notice to Board Members, but notice shall always be provided, as required by the Acts, to those Owners who have requested notice of Board meetings.

4.9 Quorum and Manner of Action. A majority of the then authorized Board Members shall constitute a quorum for the transaction of business at any Board meeting. The act of a majority of the Board Members present at any meeting at which a quorum is present and for which proper notice was provided shall be the act of the Board. The Board Members shall act only as the Board, and individual Board Members shall have no powers as such.

4.10 Owner Attendance. Any Owner may request notice of Board meetings by requesting such notice from a Board Member or Manager and providing a valid email

address and phone number capable of receiving text messages which may be used by the Association in sending notice. If Owners attend a Board meeting, the Board may select a specific period of time during the meeting and limit Owner comments to such time period. The Board in its sole discretion may set a reasonable length of time that each Owner may speak.

4.11 Open Meetings. Except as provided below in (a) through (f), Board meetings shall be open to Owners. The Board may hold a closed executive session during a meeting of the Board if the purpose of the closed executive session is to:

- (a) Consult with legal counsel of the Association to obtain legal advice and discuss legal matters;
- (b) Discuss existing or potential litigation, mediation, arbitration, or an administrative proceeding;
- (c) Discuss a labor or personnel matter;
- (d) Discuss a matter relating to the initial contract negotiations, including the review of a bid or proposal;
- (e) Discuss a matter involving a Person, if the Board determines that public knowledge of the matter would violate the Person's privacy; or
- (f) Discuss a delinquent assessment.

4.12 Board Meetings Location. The Board may designate any convenient place as the place of meeting for any regular or special Board meeting. The Board may allow attendance and participation at any Board meeting by telephone or any other electronic means that allows for Board Members or Owners to communicate orally in real time. If a Board meeting is held by telephone, the Association shall provide the call-in information such that Owners, who have requested notice, may call-in to access the meeting.

4.13 Board Action. Notwithstanding noncompliance with any provision within this Article, Board action is binding and valid unless set aside by a court of law. A person challenging the validity of a Board action for failure to comply with this Article may not bring the challenge more than sixty (60) days after the Board has approved the minutes recording the Board action.

4.14 Compensation. No Board Member shall receive compensation for any services rendered to the Association as a Board Member; provided, however, that a Board Member may be reimbursed for expenses incurred in performance of such duties as a Board Member to the extent such expenses are approved by a majority of the other Board Members. Nothing herein contained shall be construed to preclude any Board Member from serving the Project in any other capacity and receiving compensation therefore, so long as approved in advance by a majority of disinterested Board Members.

4.15 **Resignation and Removal**. Board Members may resign at any time by delivering a written resignation to either the President or the Secretary. Unless otherwise specified therein, such resignation shall take effect upon delivery. A Board Member may be removed at any time, with or without cause, by the Owners at a special meeting duly called for such purpose upon the affirmative vote of at least fifty-one percent (51%) of the voting interests of the Association. A Board Member may also be removed by the affirmative vote of a majority of the Board Members if he or she, in any twelve (12) month period, misses, and is unexcused by a majority of the Board, either three (3) consecutive or fifty percent (50%) or more of the regularly scheduled Board meetings.

4.16 **Vacancies**. If vacancies shall occur in the Board for any reason (including death, resignation, or disqualification) except removal by the Owners, the Board Members then in office shall continue to act, and such vacancies shall be filled by a majority vote of the Board Members then in office, though less than a quorum. Any vacancy in the Board occurring by reason of removal of a Board Member by the Owners may be filled by election of the Owners at the meeting at which such Board Member is removed. Any Board Member elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor. Except by reason of death, resignation, disqualification, or removal, Board Members shall continue to serve until their successors are elected.

4.17 **Action Without a Meeting**. Board Members have the right to take any action in the absence of a meeting which they could take at a meeting subject to the requirements of Utah Code §16-6a-813 and any other applicable sections of the Acts. Any action so approved shall have the same effect as though taken at a meeting of the Board.

4.18 **Waiver of Notice**. Before or at any meeting of the Board, any Board Member or Owner may waive notice of such meeting and such waiver shall be deemed the equivalent of proper notice. Attendance by a Board Member or Owner at any meeting thereof shall be a waiver of notice by that Board Member or Owner of the time, place, and purpose thereof.

4.19 **Adjournment**. The Board may adjourn any meeting from day to day for such other time as may be prudent or necessary, provided that no meeting may be adjourned for longer than thirty (30) days.

4.20 **Meeting**. A Board meeting does not include a gathering of Board Members at which the Board does not conduct or vote on Association business.

ARTICLE V OFFICERS

5.1 **Officers**. The officers of the Association shall be a President, Vice President, Secretary, and a Treasurer, and such other officers as may be appointed by the Board. All Officers shall be Board Members.

5.2 **Election, Tenure, and Qualifications.** Officers shall be elected by the Board at the first Board meeting following each Annual Meeting of the Owners. Each such officer shall hold such office until the next ensuing meeting of the Board following the Annual Meeting of the Owners and until a successor has been elected and qualified, or until such officer's death, or until resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs. Any person may hold any two (2) or more of such offices, except that the President may not also be the Secretary. No person holding two (2) or more offices shall act in or execute any instrument in the capacity of more than one (1) office.

5.3 **Subordinate Officers.** The Board may appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

5.4 **Resignation and Removal.** An officer may resign at any time by delivering a written resignation to any member of the Board or to any managing agent of the Association. Unless otherwise specified therein, such resignation shall take effect upon delivery. An officer may be removed and replaced upon the affirmative vote of a majority of the Board Members at any time, with or without cause.

5.5 **Vacancies and Newly Created Offices.** If a vacancy shall occur in any office by reason of death, resignation, removal, disqualification or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by majority vote of the Board at any regular or special Board meeting.

5.6 **President.** The President shall be the chief executive of the Association. The President shall preside at meetings of the Board and at meetings of the Owners. At the meetings, the President shall have all authority typically granted to the person presiding over the meeting including but not limited to: (1) the right to control the order of the meeting, (2) the right to arrange for the removal of any disruptive Owner or person, (3) the right to impose and enforce reasonable rules and procedures related to the meeting such as those found in "Robert's Rules of Order" or "The Modern Rules of Order." The President shall sign on behalf of the Association all conveyances, mortgages, documents, and contracts, and shall do and perform all other acts and things as required by the Board.

5.7 **Vice President.** The Vice President shall perform all duties of the President when the President is absent or unable or refuses to act at any meeting of the Board or Owners. The Vice President shall perform such other duties as required by the Board.

5.8 **Secretary.** The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration, Rules, or any resolution the Board may require such person to keep. The Secretary shall also act in the place of the Vice President in the event of the Vice President's absence or inability or refusal to act.

5.9 **Treasurer.** The Treasurer shall be responsible to maintain the financial accounting of the Association, subject to the action of the Board, and when requested by the President, shall report the state of the finances of the Association at each meeting of the Owners

and at any meeting of the Board. The Treasurer shall perform such other duties as required by the Board.

5.10 **Compensation.** No officer shall receive compensation for any services rendered to the Association as an officer, provided, however, that an officer may be reimbursed for expenses incurred in performance of such duties as an officer to the extent such expenses are approved by the Board.

ARTICLE VI **COMMITTEES**

6.1 **Designation of Committees.** The Board may designate committees as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers. No member of such committee shall receive compensation for services rendered to the Association as a member of the committee; provided, however, that the committee member may be reimbursed for expenses incurred in performance of such duties as a committee member to the extent that such expenses are approved by the Board. A committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Board. The Board may terminate a committee at any time and has the final say as to any committee action.

6.2 **Proceeding of Committees.** A committee may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may from time to time determine. Committees shall keep records of its proceedings and shall regularly report such records to the Board.

6.3 **Quorum and Manner of Acting.** At each committee meeting, the presence of members constituting at least a majority of the authorized membership of such committee (but in no event fewer than two (2) members) shall constitute a quorum for the transaction of business, and the act of a majority of the members present at any meeting at which a quorum is present shall be the act of such committee. The members of any committee designated by the Board hereunder shall act only as a committee, and the individual members thereof shall have no powers as such. A committee may exercise the authority granted by the Board.

6.4 **Resignation and Removal.** A committee member may resign at any time by delivering a written resignation to the President, the Board, or the presiding officer of such committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board may at any time, with or without cause, remove any committee member.

6.5 **Vacancies.** If a vacancy shall occur in any committee due to disqualification, death, resignation, removal, or otherwise, the remaining members shall, until the filling of such vacancy by the Board, constitute the then total authorized membership of the committee and, provided that two (2) or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Board.

ARTICLE VII INDEMNIFICATION

7.1 **Indemnification.** In addition to the indemnification provisions and requirements set forth in the Declaration, no Board Member, officer, or committee member shall be personally liable for any obligations of the Association or for any duties or obligations arising out of any acts or conduct said Board Member, officer, or committee member performed for or on behalf of the Association. The Association shall and does hereby indemnify and hold harmless each person who shall serve at any time as a Board Member, officer, or committee member of the Association, as well as such person's heirs and administrators, from and against any and all claims, judgments and liabilities to which such persons shall become subject, by reason of that person having heretofore or hereafter been a Board Member, officer, or committee member of the Association or by reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken by him as such Board Member, officer, or committee member and shall reimburse any such person for all legal and other expenses reasonably incurred in connection with any such claim or liability; provided that no such person shall be indemnified against or be reimbursed for or be defended against any expense or liability incurred in connection with any claim or action arising out of such person's willful or intentional misconduct. The rights accruing to any person under the foregoing provisions of this Section shall not exclude any other right to which such person may lawfully be entitled, nor shall anything herein contained restrict the right of the Association to indemnify or reimburse such person in any proper case, even though not specifically provided for herein or otherwise permitted. The Association, its Board Members, officers, committee members, employees, and agents shall be fully protected in taking any action or making any payment or in refusing so to do in reliance upon the advice of counsel.

7.2 **Other Indemnification.** The indemnification provided herein shall not be deemed exclusive of any other right to indemnification to which any person seeking indemnification may be under the Acts or under any agreement, vote of disinterested Board Members or otherwise, both as to action taken in any official capacity and as to action taken in any other capacity while holding such office. It is the intent hereof that all Board Members, officers, and committee members be and hereby are indemnified to the fullest extent permitted by the laws of the State of Utah and these Bylaws. The indemnification herein provided shall continue as to any person who has ceased to be a Board Member, officer, committee member, or employee and shall inure to the benefit of the heirs, executors and administrators of any such person.

7.3 **Insurance.** The Board shall direct that the Association purchase and maintain Directors and Officers insurance on behalf of any person who is or was a Board Member, officer, committee member, or employee of the Association or is or was serving at the request of the Association as a Board Member, officer, committee member, employee, or agent of another association, corporation, partnership, joint venture, trust or other enterprise against any liability asserted against, and incurred by, such person in any such capacity or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against liability under the provisions of this Article.

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

ARTICLE VIII RECORDS

8.1 **Records.** The Board shall keep and make available to Owners the following records: the Governing Documents, the most recent Board meeting minutes, the most recent budget and financial statements of the Association, the most recent reserve analysis, and a certificate of insurance for each insurance policy the Association holds. The Board shall also follow all other requirements for records found in the Acts.

ARTICLE IX RULES AND REGULATIONS

9.1 **Rules.** The Board shall have the authority to adopt and establish by resolution such Association Rules as it may deem necessary for the maintenance, operation, management, and control of the Project. The Board may from time to time, by resolution, alter, amend, and repeal such Rules and use their best efforts to see that they are strictly observed by all Owners and Occupants. Owners are responsible to ensure that their lessees, invitees, and guests strictly observe the Rules then in effect as well as the covenants and restrictions of the Declaration and shall be jointly and severally liable for their violations and resulting fines.

ARTICLE X AMENDMENTS

10.1 **Amendments.** The Bylaws may be amended, altered, or repealed upon the affirmative vote of at least fifty-one percent (51%) of the voting interests of the Association. Any amendment(s) shall be effective upon recordation in the office of the Salt Lake County Recorder. In such instrument, the President shall execute the amendment and certify that the vote required by this Section has occurred. If a Lot is owned by more than one Owner, the vote of any one Owner shall be sufficient to constitute approval for that Lot under this Section. If a Lot is owned by an entity or trust, the vote of any one officer, trustee, or agent of the entity shall be sufficient to constitute approval for that Lot under this Section.

ARTICLE XI MISCELLANEOUS PROVISIONS

11.1 **Waiver.** No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

11.2 Invalidity; Number; Captions. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws. As used in these Bylaws, the singular shall include the plural, and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

11.3 Conflicts. These Bylaws are intended to comply with the Declaration. In case of any irreconcilable conflict, the Declaration shall control over these Bylaws.

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IN WITNESS WHEREOF, the Association has executed these Bylaws of Bloomfield Farms Homeowners Association as of the day and year written below, after having receiving approval from at least sixty-seven percent (67%) of the voting interests of the Association.

DATED as of the 15 day of November, 2024.

Bloomfield Farms Homeowners Association

A Utah Nonprofit Corporation

Michael Toronto

By: Michael Toronto

Its: President

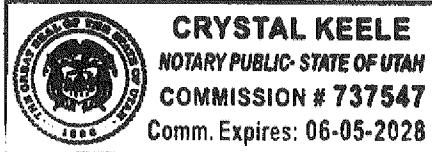
State of Utah)

) ss.

County of Salt Lake)

On the 15th day of November 2024, personally appeared before me Michael Toronto who by me being duly sworn, did say that she/he is the President of Bloomfield Farms Homeowners Association, and that the foregoing instrument is signed and executed by authority of the consent of its members.

Notary Public



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