

W1903701

1892

96

Amended Declaration

of

COVENANTS, CONDITIONS & RESTRICTIONS

for

PEARWOOD PARK

A PLANNED UNIT DEVELOPMENT

and

AMENDED BYLAWS

E# 1903701 BK2306 PG1425
DOUG CROFTS, WEBER COUNTY RECORDER
10-JAN-03 156 PM FEE \$189.00 DEP JPH
REC FOR: GEARWOOD.PARK.CONDO.ASSOC

TABLE OF CONTENTS

I.	DEFINITIONS	4
	Association of Unit Owners or Association	4
	Common Areas and Facilities or Common Area	4
	Common Expenses	5
	Developer or Declarant	5
	CC&R's, Amended CC&R's, or Declaration	5
	Limited Common Areas and Facilities or Limited Common Areas	5
	Lot	5
	Management Committee or Committee	5
	Property	5
	PUD Project or Project	5
	PUD Unit	5
	Subdivision Map, Survey Map or Map	5
	Tract	6
	Unit	6
	Unit Number	6
	Unit Owner or Owner	6
II.	SUBMISSION	6
III.	COVENANTS, CONDITIONS & RESTRICTIONS	6
	Description of Improvements	6
	Descriptions and Legal Status of Units	6
	Unit Numbers and Undivided Interests	7
	Uniform Rate of Assessment	7
	Limited Common Areas	7
	Conveying a Unit	7
	Use Restrictions	7
	Conditions and Maintenance of Units and Limited Common Areas	8
	Encroachments	8
	Status and General Authority of Committee	8
	Professional Management	10
	Composition of Management Committee	10
	Committee Officers and Agents	10
	Committee Meetings	12
	Owners Meetings	12
	Voting - Multiple Ownership	13
	Lists of Unit Owners	13
	Operations and Maintenance	13
	Covenant to pay Proportionate Share of Common Expenses	14
	Payment of Expenses	14
	Remedies for Nonpayment	15

Management Committee Liability	<u>16</u>
Hazard Insurance	<u>16</u>
Fidelity Bonds	<u>18</u>
Liability Insurance	<u>18</u>
Insurance Trustees and General Requirements Concerning Insurance	<u>19</u>
Destruction, Condemnation, and Obsolescence	<u>20</u>
Determination by Committee	<u>21</u>
Restoration of Project	<u>21</u>
Sale of Project	<u>21</u>
Authority of Committee to Represent Owners in Condemnation	<u>22</u>
Consent in Lieu of Vote	<u>22</u>
Interpretation	<u>22</u>
Party Walls	<u>22</u>
Covenants to Run with Land	<u>23</u>
Amendment	<u>23</u>
Enforcement	<u>24</u>
Agent for Service of Process	<u>24</u>
Effective Date	<u>24</u>
Architectural Committee	<u>24</u>
Tenants Subject to Rules	<u>26</u>
Eviction	<u>26</u>
Limitation of Number of Units that may be Rented	<u>26</u>
Attorney's Fees Incurred as the Result of Enforcing Rules	<u>26</u>
Severability	<u>27</u>
EXHIBIT A	<u>29</u>
EXHIBIT B	<u>30</u>
Amended Bylaws	<u>30</u>
Use Restrictions	<u>30</u>
Nuisances	<u>30</u>
Signs	<u>30</u>
Pets	<u>31</u>
Trash	<u>32</u>
Temporary Buildings	<u>32</u>
Parking and Vehicular Restrictions	<u>32</u>
No Businesses	<u>33</u>

Amended Declaration
of
COVENANTS, CONDITIONS & RESTRICTIONS
for
PEARWOOD PARK
A PLANNED UNIT DEVELOPMENT
and
AMENDED BYLAWS

THIS AMENDED DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS ("Amended CC&R's) for Pearwood Park PUD ("Pearwood Park") is made and executed this ___ day of _____, 200___, by the Pearwood Park Home Owners Association ("Association") through its duly elected Management Committee and after a vote of the members who are record owners of the units.

RECITALS

WHEREAS, Pearwood Park was created by the Declaration of PUD of the Pearwood Park PUD (a Cluster Housing Development), recorded in the records of Weber County, Utah; and

WHEREAS, various amendments have been made to the original CC&R's as Pearwood Park has expanded and additional phases have been created and added to the Pearwood Park development; and

WHEREAS, Pearwood Park desires to amend, restate and replace the original Declaration Establishing a PUD and to amend, restate and replace the existing Bylaws in order to update, modify, correct and amend provisions in the original CC&R's; and

WHEREAS, the unit owners of Pearwood Park desire to (1) preserve and enhance the quality of life at Pearwood Park, (2) prevent disregard for the welfare and consideration of others, (3) minimize nuisances and inconvenience to the residents of Pearwood Park, (4) eliminate confusion regarding the CC&R's that govern Pearwood Park, and (5) to enforce the CC&R's of the association more consistently, fairly and economically;

NOW THEREFORE, the unit owners of Pearwood Park hereby restate, amend and replace the Declaration of PUD of Pearwood Park PUD and its Bylaws, as well as all amendments recorded against the real property located in Weber County, Utah, known as Pearwood Park PUD and more fully described on Exhibit "A" attached hereto. The intent of these Amended CC&R's is that hereafter they be the only document to which the real property described in Exhibit "A" shall be subject, thus eliminating duplication and confusion. All prior declarations and amendments are repealed inasmuch as they are inconsistent with these Amended CC&R's, excepting (1) those

E: 1903701 BK2306 PG1428

Pearwood Park
Amended CC&R's
Page 3

provisions creating the PUD and making all property described in Exhibit "A" subject to the covenants described therein and (2) the rights granted to third-parties and non-Unit Owners who are not signers of these Amended CC&R's.

These Amended CC&R's shall become effective upon recording.

AMENDMENT

I. DEFINITIONS

When used in these Amended CC&R's (including in that portion hereof entitled "Recitals"), each of the following terms shall have the meaning indicated.

1. **Association of Unit Owners or Association** shall mean and refer to Owners of Units as organized herein.
2. **Building** shall mean and refer to a physical structure containing a Unit.
3. **Common Areas and Facilities or Common Area** shall mean and refer to and include:
 - a. The Property and the interests in real property which the original Declaration submitted to the terms of the Covenants, Conditions and Restrictions contained therein. The Common Area does not include Lots & the Units built thereon.
 - b. All Common Areas and Facilities designated as such on the various plat Maps.
 - c. All Limited Common Areas and Facilities.
 - d. All improvements which comprise a part of the Project, and any amenities which are designated for the use of more than one Unit, if any.
 - e. All Installations for and all equipment connected with the furnishing of utility services such as electricity, gas, water and sewer, which are located outside a unit and outside the Lot the Unit is located on.
 - f. All tanks, pumps, motors, fans, compressors, ducts, and in general all apparatus, installations, and facilities included within the Project and existing for common use.
 - g. The Project outdoor lighting, fences, landscaping, sidewalks, open parking spaces, driveways and access ways. Patio fences and personal storage sheds that are built by a Unit Owner and/or used solely by a Unit Owner shall not be part of the Common Area and shall not be maintained by the Association.
 - h. All portions of the Project not specifically included within the individual Units or Lots.
 - i. All other parts of the Project normally in common use or necessary or convenient to its use, existence, maintenance, safety and management.

4. **Common Expenses** shall mean and refer to:
 - a. All sums lawfully assessed against the Owners;
 - b. Expenses of administration, maintenance, repair or replacement of the Common Areas and Facilities;
 - c. Expenses allocated by the Association;
 - d. Expenses agreed upon as common expenses by the Association; and
 - e. Expenses agreed upon as common expenses by the Project Documents.

5. **Developer or Declarant** shall mean and refer to the signers of the original declaration creating Pearwood Park, and his successors and assigns.

6. **CC&R's, Amended CC&R's, or Declaration** shall mean and refer to this Amended Declaration of PUD of the Pearwood Park PUD, as the same is hereinafter modified, amended, supplemented or expanded in accordance with law and the provisions hereof.

7. **Limited Common Areas and Facilities or Limited Common Areas** shall mean and refer to those Common Areas and Facilities designated in the original Declaration, in the Subdivision Map, or in these Amended CC&R's as reserved for the use of owners of a certain Unit to the exclusion of owners of other Units. Limited Common Areas includes patios which are immediately adjacent to a Unit. Patio fences shall not be part of the Limited Common Area and shall not be maintained by the Association. Patio fences are only permitted on one side of a patio. Front Porches are not Common Area or Limited Common Area but are part of the Lot upon which a Unit.

8. **Lot** shall mean and refer to any plot of land shown upon the recorded subdivision map of the Properties and excludes all Common Area.

9. **Management Committee or Committee** shall mean and refer to the Management Committee of the Pearwood Park PUD.

10. **Property** shall mean the real property included within the Project, including Common Area and Limited Common Area and excluding Lots.

11. **PUD Project or Project** shall mean and refer to the Pearwood Park PUD.

12. **PUD Unit** shall mean and refer to, and include a Unit together with its appurtenant undivided ownership interest in the Common Areas and Facilities, and its appurtenant right to exclusive use of Limited Common Areas associated with such Unit.

13. **Subdivision Map, Survey Map or Map** shall mean and refer to the Subdivision Map filed for record for the various phases of Pearwood Park PUD in the Weber County Recorders Office.

14. **Tract** shall mean, refer to, and consist of the real property which has been submitted to the terms these Amended CC&R's.

1903701 BK2306 PG1430

15. **Unit** shall mean and refer to each separate residence owned by a Unit Owner.
16. **Unit Number** shall mean and refer to the number, letter, or combination thereof, which designates a Unit on the Subdivision Map.
17. **Unit Owner or Owner** shall mean and refer to the person(s) or entity(ies) holding fee simple title or an undivided fee interest in a PUD Unit. Notwithstanding any application or theory relating to a mortgage, deed of trust, or like instrument, the term Unit Owner or Owner shall not mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

II. SUBMISSION

The Property which is and shall be held, transferred, sold, conveyed, and occupied subject to the provisions of these Amended CC&R's consists of the real property situated in Weber County, State of Utah, described in Exhibit "A" attached hereto and by this reference made a part hereof, together with (i) all improvements on or comprising a part of the Common Area of the above-described parcel of real property; (ii) all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to or accompanying the above-described parcel of real property; and (iii) all articles of personal property intended for use in connection with said parcel.

III. COVENANTS, CONDITIONS & RESTRICTIONS

The foregoing submission is made upon and under the following covenants, conditions and restrictions.

1. **Description of Improvements.** The improvements included in the Project are located upon the Tract. The significant improvements contained in the project include: Road improvements paved with asphalt, curb and gutter, sidewalks, storm drainage, single family residential units, fencing, landscaping, sprinkler system, parking for visitors, and parking for recreational or utility vehicles of unit owners.
2. **Descriptions and Legal Status of Units.** The Subdivision Map shows the Unit Number of each Unit, its location, dimensions from which its size can be determined, and the Common Areas and Facilities to which it has immediate access. Each PUD Unit shall be capable of being separately owned, encumbered and conveyed. The undivided ownership interest in the Common Areas and Facilities appurtenant to a Unit may not be partitioned from the balance of the Common Areas and Facilities by an action pursuant to Chapter 39 of Title 78, Utah Code Annotated, as amended. The immediately foregoing sentence shall not prejudice or otherwise affect the rights set forth in this Declaration in the event of Substantial Destruction, Condemnation, or Obsolescence. There shall not be any restrictions upon any Unit Owners right of Ingress to and egress from his Unit.

E# 1903701 BK2306 PG1431

3. Unit Numbers and Undivided Interests. Each Unit is housed in a Building and located on a Lot. The percentage of undivided ownership interest in the Common Areas and Facilities of the Project which is appurtenant to a Unit is .96 %, which is calculated by dividing the number of Units contained in the Project (104) into 100. Each Unit shall have an equal and undivided interest in the Common Areas with all other Units.

4. Uniform Rate of Assessment. All assessments shall be fixed at a uniform rate for all Units and may be collected on a monthly basis. No Unit or Unit Owner may avoid payment or may be excused from payment of any assessment as the result of non-use or waiver of use, nor shall any Unit or Unit Owner be entitled to a set-off as the result of a claim he or she has against the Association. The Units that do not have individual water meters and have their water bill paid as part of their common expense (units #63 through #104) shall be assessed an additional amount each month to cover their water usage. The amount of the additional monthly payment shall be calculated by the Management Committee. Units #1 through #62 are individually metered and pay their own water bill and shall not be assessed an additional amount for water usage.

5. Limited Common Areas. The limited Common Areas and Facilities, which are contained in the Project consist of all the following: patios, if any, attached or adjacent to a Unit. The exclusive use of each patio is reserved to the Unit which it adjoins, with which it is associated, or as designated on the Subdivision Map.

6. Conveying a Unit. Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering a PUD Unit shall describe the interest or estate involved substantially as follows:

Unit No. _____ contained within the Pearwood Park PUD Project, as the same is identified in the Subdivision Map recorded in Weber County, Utah, as entry No. _____ (as said Subdivision Map may have heretofore been amended or supplemented. And in the Declaration of Pearwood Park PUD PROJECT recorded in Weber County, Utah, as entry No. _____ in Book _____, Page _____, (as said Declaration may have heretofore been amended or supplemented). TOGETHER WITH the undivided ownership interest in said Project's Common Area and Facilities which is appurtenant to said Unit (the reference Declaration of PUD providing for periodic alteration both in the magnitude of said undivided ownership interest and in the composition of the Common Areas and Facilities to which said interest relates) as more particularly described in said Declaration.

Whether or not description employed in any such Instrument is in the above-specified form, however, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Unit. Neither the percentage of undivided ownership interest in the Common Areas and Facilities, nor the right of exclusive use of a Limited Common Area and Facility, shall be separated from the Unit to which it appertains; and even though not specifically mentioned in the Instrument of transfer, such percentage of undivided ownership interest and such right of exclusive use shall automatically accompany the transfer of the Units to which they relate.

7. Use Restrictions. (a) All Units are intended to be used for single family residential

Pearwood Park
Amended CC&R's
Page 7

E# 1903701 BK2306 PG1432

housing and are restricted to such use. Not more than one "single family" may occupy a Unit at any time. The definition of "single family" includes the following individuals who may be related by marriage or by blood: children and step-children, parents and step-parents, brothers and sisters, grand-parents and grandchildren. A Unit Owner may not rent or allow occupancy to any portion of their Unit to more than 3 unrelated people in a three bedroom unit and to more than two unrelated people in a two bedroom unit. No Unit shall be used, occupied, or altered in violation of law, including zoning laws, or so as to detract from the appearance or value of any other Unit, so as to create a nuisance or to interfere with the rights of any Unit owner, or in any way which would result in the increase in the cost of any insurance covering the Project as a whole.

(b) Without limiting the breadth of the foregoing paragraph, the terms set forth in the Amended Bylaws, see Exhibit B, attached, are hereby adopted. The Management Committee is authorized to adopt policies and/or rules and regulations governing the use and maintenance of the Common Areas and to amend such policies and/or rules and regulations by a vote of the Management Committee. The Bylaws may be amended upon the same terms and procedures as these Amended CC&R's may be amended.

8. Conditions and Maintenance of Units and Limited Common Areas. Each Unit and all utility facilities, lines, ducts, and other such apparatus (including air conditioning apparatus) serving solely such Unit, shall be maintained by the Owner thereof and at their sole expense. These facilities shall be maintained so as not to detract from the appearance of the Project and so as not to affect adversely the value or use of any other Unit or other portions of the Project. Each Unit Owner shall keep his/her appurtenant patio and porch in a clean and orderly condition. The Committee shall have no obligation regarding maintenance or care which is required to be accomplished by the Owners. All capital expenditures to repair or replace the Limited Common Areas shall be the responsibility of the Homeowners Association and shall be paid for as part of the Common Expenses.

9. Encroachments. In the event that any portion of the Common Areas, or a part of the Limited Common Area of a Unit, and/or a Building (whether constructed by Declarant or reconstructed so as to substantially duplicate a Unit or Building originally constructed by Declarant) encroaches or comes to encroach on the Common Areas, another Limited Common Area, another Unit, and/or another Building, as a result of construction, reconstruction, repair, shifting, settlement or movement of any of the foregoing, an easement for such encroachment and for the maintenance of the same is created hereby and shall exist so long as such exists.

10. Status and General Authority of Committee. Pearwood Park shall be managed, operated, and maintained by the Management Committee on behalf of the Association. The Committee shall, in connection with its exercise of any of the powers delineated in the subparagraphs below, constitute a legal entity capable of dealing in its Committee name. The Management Committee shall have and is hereby granted the following authority and powers:

- a. A right of entry upon any PUD Unit and any Limited Common Area to affect emergency repairs, and a reasonable replacement or maintenance of the Project or any portion thereof, as necessary.

Et 1903701 BK2306 PG1433

- b. The Authority, without vote or consent of the Unit Owners, Mortgages, Insurers, or guarantors of Mortgages, or any other person(s) to grant or create, on such terms as it deem advisable, reasonable permits, licenses and easements over, under, across, through the Common Area and Facilities for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance and operation of the Project.
- c. The Authority to execute and record, on behalf of all the Unit Owners, any amendments to the Declaration or Subdivision Map which has been approved by the vote and consent necessary to authorize such amendment.
- d. The power to sue and be sued.
- e. The authority to enter into contracts, which in any way concern the Project, so long as any vote or consent necessitated by the subject matter of the agreement, has been obtained.
- f. The power and authority to convey and transfer any interest in real property, so long as any vote or consent necessitated by the subject matter of the agreement has been obtained.
- g. The power and authority to purchase, otherwise acquire, and accept title to, any interest in real property, so long as such action, has been authorized by any vote or consent which is necessary under the circumstances.
- h. The power and authority to add any interest in real property obtained pursuant to subparagraph (g) above to the PUD Project so long as such action has been authorized by the necessary vote or consent.
- i. The authority to promulgate such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Committee in carrying out its functions or to insure that the project is maintained and used in a manner consistent with the interests of the Unit Owners.
- j. The power and authority to levy and collect general and special assessments for the payment of Common expenses as provided in this Article III.
- k. The power and authority to perform any other acts and to enter into any other transactions which may be reasonably necessary for the Management Committee to perform its functions on behalf of the Unit Owners.
- l. Any Instrument executed by the Management Committee that recites facts which, if true would establish the Committee's power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument.

E# 1903701 BK2306 PG1434

- m. Members of the Management Committee may receive compensation for service rendered to the Association and shall be reimbursed for actual expenses incurred in performing his or her duties. Compensation to members of the Management Committee shall not exceed \$150.00 per month for services rendered as part of the Management Committee. Nothing herein shall prohibit the Management from entering into a written contract with a member of the Management Committee and compensating a member of the Management Committee for additional services provided to the Association (such as accounting, bookkeeping, yard maintenance, etc.) that could normally be done by independent contractors.

11. **Professional Management.** The Management Committee may enter into a contract with a professional manager. Any such management agreement shall run for a reasonable period, not to exceed one year, and shall provide that either party, with or without cause and without payment of any termination fee or being subject to any penalty, may terminate same upon not in excess of thirty days (30) written notice to the other party thereto.

12. **Composition of Management Committee.**

- a. The committee shall be composed of three members. At each annual owners' meeting, any vacant seat on the Committee shall be filled with a member elected for a five-year term. Only Unit owners and officers and agents of Owners other than individuals shall be eligible for Committee membership. At each annual owner's meeting the percentage of undivided ownership interest appurtenant to a Unit may be voted in favor of as many candidates for Committee membership as there are seats on the Committee to be filled.
- b. Any Committee member who fails on three successive occasions to attend Committee meetings (whether regular or special) or who has failed to attend at least 25% of all Committee meetings (whether regular or special) held during any 12 month period shall be subject to forfeit his/her seat upon the vote of at least two of the remaining Committee members. Committee members shall elect a replacement to sit on the Committee until the expiration of the term for which the member being replaced was elected. Unless he/she forfeits or otherwise loses his/her seat as herein provided, a member shall serve on the Committee until his/her successor is elected and qualifies. Committee members shall be reimbursed for all expenses reasonably incurred in connection with Committee business.
- c. Any member of the Committee may be removed from the Committee by a vote of the Unit Owners at a special meeting called for that purpose pursuant to the provisions of paragraph 15(b) herein. At such special meeting, any Committee member may be removed from the Committee, without cause, if Unit Owners in person or by proxy holding at least one-half of the undivided ownership interest in the Project vote to remove the Committee member. If a Committee member is removed through this process, the replacement Committee member shall be elected at the same meeting to fill the remainder of the removed Committee member's term.

#: 1903701 BK2306 PG1435

13. **Committee Officers and Agents.** The Committee shall perform its functions through those members who are elected as officers by the committee and through such agents or employees as the committee may appoint. Any Committee officer, agent, or employee may at any time be removed with or without cause by the vote of a majority of the Association. The officers of the Committee, and their respective positions and functions, shall be as follows:

- a. **President.** The president shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Management Committee. He shall have all of the general powers and duties which are usually vested in the office of the President of a corporation, including but not limited to the power to appoint committees from among the Members from time to time as he may, in his discretion decide is appropriate, to assist in the conduct of the affairs of the Association. The President shall, subject to the control of the Management Committee, have general supervision, direction and control of the business of the Association. The President shall be, ex officio, a member of all standing committees and he shall have such other powers and duties as may be prescribed by the Management Committee or these Bylaws.
- b. **Vice President.** The Vice President shall take the place of the President and perform his duties whenever the President shall be absent, disabled, refuses or is unable to act. If neither the President nor the Vice President is able to act, the Management Committee shall appoint some other member of the Management Committee to do so in an interim basis. The Vice President shall also perform such other duties as shall, from time to time, be imposed upon him by the Management Committee or these Bylaws or the Articles of Incorporation of the Association.
- c. **Secretary.** The Secretary shall keep the minutes of all meetings of the Management Committee and the minutes of all meetings of the Association at the principal office of the Association, or at such other place as the Management Committee may order. The Secretary shall keep the seal of the Association in safe custody and shall have charge of such books and papers as the Management Committee may direct, and the Secretary shall, in general, perform all of the duties incident to the office of Secretary. The Secretary shall give, or cause to be given, notices of meetings of the Members of the Association and of the Management Committee required by these Bylaws or by law to be given. The Secretary shall maintain a book of record Owners listing the names and addresses of the Owners as furnished the Association, and such books shall be changed only at such time as satisfactory evidence of a change of ownership of a Unit is presented to the Secretary. The books and records of the Association shall be made available for inspection by the Secretary to Unit Owners at reasonable times during normal business hours unless otherwise agreed to. The Secretary shall perform such other duties as may be prescribed by the Management Committee.
- d. **Treasurer.** The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping or causing to be kept full and accurate accounts, tax records and business transactions of the Association, including accounts of all assets, liabilities, receipts and disbursements in books belonging to the Association, including

accounts of all assets, liabilities, receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may, from time to time, be designated by the Management Committee. The Treasurer shall co-sign all checks and promissory notes on behalf of the Association as may be ordered by the Management Committee, in accordance with the Declaration; shall render to the President and Management Committee, upon request, an account of all of his transactions as Treasurer and of the financial condition of the Association and shall have such other powers and perform such other duties as may be prescribed by the Management Committee or by these Bylaws. Upon request of the Committee, he/she shall furnish it with a bond, in the amount specified by the Committee, conditioned upon the faithful performances of his duties. The offices of Secretary and Treasurer or of Vice-President and Treasurer may be held by the same Committee member. The Treasurer shall see that the financial books of the Association are audited annually by a certified public accountant.

14. **Committee Meetings.** A regular meeting of the Committee shall be held immediately after the adjournment of each annual Owners meeting for the purpose of electing officers and for other Committee business. Other regular meetings shall be held at periodic intervals at such time and place as the Committee may provide. Either oral or written notice shall be given to each Committee member of the time and place of each regular Committee meeting at least three days prior to such meeting. Special Committee meetings shall be held whenever called by the President or by any two members of the Committee. Reasonable effort should be made to give either oral or written notice of a special meeting to each Committee member at least three days (but in the event of emergency, 24 hrs) before the time fixed for the meeting. Adequate notice of a special meeting shall be deemed to have been given to a member if such effort is made, even though the member concerned does not actually receive notice. The propriety of holding any meeting which is attended by all Committee members may not be challenged on grounds of inadequate notice. A Quorum for the transaction of business at any Committee meeting shall consist of a majority of all the members then in office.

15. **Owners Meetings.** (a) The annual meeting of the Unit Owners shall be held in August of each year at a location in Weber County, Utah, chosen by the Management Committee and specified in the notice of the meeting. At least ten but not more than 30 days before the date of the annual meeting, a written notice thereof shall be personally delivered or mailed postage prepaid to each person who appears as an owner, at the latest address for such person appearing, in the records of the Committee at the time of delivery or mailing. Such notice shall state the time, place, and general purpose of the meeting. The notice shall contain a proxy form whereby a Unit Owner may appoint a proxy to vote for them at the annual meeting.

(b) Special meetings of the Owners may be called by the President, by any two members of the Committee, or by Unit Owners cumulatively holding at least one-fourth of the undivided ownership interest in the Project. At least two but not more than 30 days before the date set for a special meeting, written notice thereof shall be given in the manner described in the immediately preceding Paragraph.

E# 1903701 BK2306 PG1437

(c) No notice of any Owners meeting shall be required if a waiver of such notice in signed by all of the Owners. Whenever all the Owners meet in person or by proxy such meeting may not be challenged on grounds of inadequate notice. The presence of Owners in person or by proxy entitled to cast a majority of all the undivided ownership interest in the Project shall constitute a quorum for the transaction of business at any Owners meeting. In the event a quorum is not present at any Owners meeting, whether regular or special, the Management Committee shall chose a date for a rescheduled Owners meeting and the meeting may be adjourned. The rescheduled Owners meeting shall be set for a time no earlier than 48 hours and no later than 30 days after the time set for the original meeting. No other notice of such rescheduled meeting shall be required other than to announce the date, time and place of the rescheduled meeting before adjourning the original meeting. The presence of Owners entitled to cast 25% of all undivided ownership interest in the Project shall constitute a quorum at the rescheduled meeting. Notwithstanding the foregoing provisions of this Paragraph, however, in any case in which this Declaration requires the affirmative vote of at least a specified percentage of the Project's undivided ownership interest for authorization or percentage of the Project's undivided ownership interest for authorization or approval of a matter, the presence in person or by proxy of Owners entitled to cast such percentage shall be necessary to constitute a quorum at any meeting (whether original or rescheduled) at which action on such matter is taken.

16. Voting - Multiple Ownership. The vote attributable to and exercisable in connection with a Unit shall be the percentage of undivided ownership interest, which is then appurtenant thereto. In the event there is more than one Owner of a particular Unit, the vote relating to such Unit shall be exercised as such Owners may determine among themselves. A vote cast at any meeting by any of such Owners shall be conclusively presumed to be the vote attributable to the Unit concerned unless an objection is immediately made by another Owner of the same Unit. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

17. Lists of Unit Owners. The Committee shall maintain up-to-date records showing: (i) the name of each Unit Owner and the Unit which is owned by said person. In the event of any transfer of a fee or undivided fee interest in a Unit, either the transferor or transferee shall furnish the Committee with evidence establishing that the transfer has occurred and that the Deed or other instrument accomplishing the transfer is of record in the office of the County Recorder of Weber County, Utah. The Committee may for all purposes rely on the information concerning Owner and Unit ownership, which is thus acquired by it or, at its option, the Committee may act and rely on current ownership information respecting any Unit or Units which is obtained from the office of the County Recorder of Weber County, Utah. The address of an Owner shall be deemed to be the address of the Unit owner by such person unless the Committee is otherwise notified.

18. Operations and Maintenance.

- a. The Management Committee shall, as a portion of the Common Expenses, pay for, or provide for the payment of all utility services furnished to the Project, which utility services are not separately metered and billed to individual Units by the utility or other party furnishing such service. Except as otherwise provided in this Article III, the Committee shall provide for the maintenance and operation of the Common Areas and

Limited Common Areas and Facilities as may be reasonably necessary to make them available for usage in conjunction with the Units and to keep them clean, functional, attractive, and generally in good condition and repair.

- b. The Association shall provide exterior maintenance for each Building containing a Unit, which maintenance includes only the following: painting, maintenance and repair of exterior building surface walls; repair, maintenance and replacement of roofs, gutters and downspouts; maintenance and replacement of trees, shrubs, grass, sidewalks and driveways. Units that have gardens are solely responsible for the maintenance and weeding of the gardens. If a Unit Owner ceases to use a garden area for gardening, the Unit Owner at his or her expense shall restore the area to grass or shrubs as directed by the Management Committee. The Association shall not be responsible for glass replacement of exterior windows.
- c. The Association shall be responsible for maintenance of the air conditioning units, which includes the following: winterizing the air conditioning units and preparing them for operation in the Spring; replacing parts and paying the labor costs associated with the replacement of parts (however each Unit Owner is responsible for paying the cost of the air conditioning parts). Unit Owners are responsible for all maintenance and replacement costs and labor associated with the those parts of the air conditioning system that are below the roof, including the water lines below the roof and draining those water lines. The attics of each Unit are the sole responsibility of the Unit Owner.
- d. Damage caused to a Building or to the Common Area by or through the willful or negligent act of a Unit Owner, or his guests, invitees, tenants or family members, shall be the responsibility of the Unit Owner. If the Association incurs any cost or expense in maintaining or repairing a Building or Common Area thus damaged, the responsible Unit Owner shall be assessed the cost or expense incurred by the Association. The cost or expense incurred by the Association shall become part of that Unit Owner's assessment and may be collected as such.

19. **Covenant to pay Proportionate Share of Common Expenses.** Each Unit Owner by the acceptance of a deed or other document of conveyance to a Unit, whether or not it be so expressed in the deed or document, shall be deemed to covenant and agree with each other to pay to the Association his share of the Common Expenses and any assessments established by the Management Committee for the purposes provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided hereunder and shall include annual and special assessments. The annual and special assessments, together with interests, costs and reasonable attorney's fees, shall be a charge on the Unit and shall be a continuing lien upon the Unit against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall be the personal obligation of the person who was the Owner of such property at the time when the assessment became due. The obligation for an assessment shall pass to a successor in title as a lien against the property unless the lien is foreclosed or otherwise released by operation of law.

E# 1903701 8K2306 PG1439

20. Payment of Expenses.

- a. Before October 15th of each year the Committee shall prepare a budget which sets forth an itemization of the Common Expenses which are anticipated for the 12 month period commencing with the following January 1st. Such budget shall take into account any deficit or surplus realized during the current fiscal year and such sums as may be necessary to fund the reserve required under the second Paragraph of this Section. The total of such expenses shall be apportioned among all the Units on the basis of their respective appurtenant percentages of undivided ownership interest (subject, however, to the provisions which appears at the end of this paragraph).
- b. Prior to the fifteenth (15th) day of each month during the fiscal year covered by the budget, each Unit Owner shall pay to the Management Committee as his share of the Common Expenses one-twelfth of the amount so apportioned to his Unit. If the aggregate of monthly payments attributable to all of the Units is too large or too small as a result of unanticipated income or expenses, the Committee may from time to time effect an equitable change in the amount of said payments. The dates and manner of payment shall be determined by the Committee. The foregoing method of assessing the Common Expenses to the Units may be altered by the Committee so long as the method it adopts is consistent with good accounting practice and required that the portion of Common Expenses borne by each Unit during a 12 month period be determined on the basis of its appurtenant undivided ownership interest as it may from time to time be adjusted in accordance with this Declaration.
- c. No Unit Owner may claim an offset of the assessment he owes to the Association as the result of a claim he may have against the Association, nor may a Unit Owner waive or otherwise escape liability for assessments by non-use of the Common Area or abandonment of his Unit or Lot.
- d. The Committee shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of the Common Areas and Facilities and those Limited Common Areas, which the Committee is obligated to maintain, and to cover any deductible amounts under the insurance policies required in this Article 111. As provided in the immediately foregoing Paragraph, such fund shall be maintained out of regular monthly payments of Common Expenses. Such fund shall be maintained in a reasonably liquid, interest bearing investment or account as determined by the Management Committee.

21. Remedies for Nonpayment.

- a. Regardless of the terms of any agreement to the contrary, liability for the payment of Common Expense assessments shall be joint and several, and any remedy for the collection of such assessments may be enforced against any Owner of the Unit concerned or against the Unit itself. The personal obligation of an Owner to pay his share of the Common Expenses shall pass to successors in title who voluntarily receive title to the

Unit.

- b. Should any Unit Owner fail to pay his share of the Common Expenses by the 15th of each month, the delinquent payment shall be subject to a late fee as set by the Management Committee, which late fee shall not exceed \$25.00 per month, and shall bear interest at the rate of twelve percent (12%) per annum. The Committee may enforce any remedy provided in these Amended CC&R's or otherwise available for collection of delinquent Common Expenses assessments.
- c. If any Unit Owner fails or refuses to make any payment of Common Expenses when due, the amount thereof shall be, constitute, and remain a charge and continuing lien upon the Unit and shall be the personal obligation of each person who is an Owner of such Unit at the time the Common Expense assessment falls due. Any relief obtained, whether or not through foreclosure proceedings, shall include the Committee's costs and expenses and reasonable attorneys fees. In the event of foreclosure, after institution of the action the Committee shall, without regard to the value of the Unit or the extent of the Owner's equity therein, be entitled to the appointment of a receiver to collect any income or rentals which may be produced by the Unit concerned.
- d. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. A voluntary sale or transfer of any Lot or Unit shall not affect the assessment lien.

22. Management Committee Liability. No member of the Management Committee shall be liable to the Unit Owners for any mistake of judgement, for negligence, or on other grounds, except for such member's own individual and willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each member of the Management Committee from and against all liability to third parties arising out of any contract made by the Management Committee on behalf of the Owner's unless such contract was made in bad faith or contrary to the provisions of these Amended CC&R's. The liability of any Unit Owner arising out of any contract made by the Management Committee or out of the indemnification provision set forth herein shall be limited to the total liability appurtenant to such Owner's undivided ownership interest in the Common Areas.

23. Hazard Insurance. The Management Committee shall at all times maintain in force, and pay the premiums for, hazard insurance meeting the following requirements:

- a. A "master" or "blanket" type policy of property insurance shall be maintained covering the entire Project, including Common Areas and Facilities; Limited Common Areas; Fixtures, building service equipment, personal property, and supplies comprising a part of the Common Areas and Facilities or owned by the Management Committee or the Owners Association; and fixtures, equipment, or other property comprising a part of or located within any Unit and which are of a class typically encumbered by Mortgages held by the Federal National Mortgage Association (hereinafter = "FNMA") or other similar institutional Mortgage investors; but excluding land, foundations, excavations, and other items normally not covered by such policies, Referenced herein to a "master" or "blanket"

type policy of property insurance are intended to denote single entity association insurance coverage. As a minimum, such "master" or "blanket" policy shall afford protection against loss or damage by fire, by other perils normally covered by the standard extended coverage endorsement, and by all other perils which are customarily covered with respect to projects similar to the Project in construction, location, and use, including (without limitation) all perils normally covered by the standard "all risk" endorsement, where such endorsement is available. Such "master" or "blanket" policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all elements of the Project covered by such policy, exclusive of land, foundations, excavation, and other items normally excluded from coverage. The maximum deductible amount for such policy shall be the lesser of Ten Thousand Dollars (\$10,000) or one percent (1%) of the policy face amount.

- b. If any of the Project is or comes to be situated in an area identified by the Federal Emergency Management Agency as having special flood hazards, a "master" or "blanket" policy of flood insurance shall be maintained covering Buildings, any machinery and equipment that are not part of a Building but which are owned by the Association or Management Committee and any other common areas within the Project (hereinafter "Insurable Property") in an amount deemed appropriate, but not less than the lesser of: (1) the maximum limit of coverage available under the National Flood Insurance Program (NIP) For all Buildings and Insurable Property within any portion of the Project located within a designated flood hazard area; or (2) the greater of one hundred percent (100%) of the current replacement cost of all such Buildings and Insurable Property or the outstanding balance of the loans Guaranteed by the Veterans Administration and secured by any portion of the Project. Such policy shall be in a form, which meets the criteria set forth in the most current Guidelines on the subject issued by the Federal Insurance Administrator. The maximum deductible amount for any such policy shall be the lesser of Five Thousand Dollars (\$5,000) or one percent (1%) of the policy face amount.
- c. The name of the insured under each policy required to be maintained by the foregoing items (i) and (ii) shall be set forth therein substantially as follows:
- "Association of Unit Owners of the Pearwood Park PUD Project for the use and benefit of the individual Owners." (Said owners shall be designated by name, if required.) Notwithstanding the requirement of the two immediately foregoing sentences, each such policy may be issued in the name of an authorized representative of the Association, including any Insurance Trustee with whom the Association has entered into an Insurance Trust Agreement, or any successor to such Trustee, for the use and benefit of the individual Unit Owners. Loss payable shall be in favor of the Owners Association (or Insurance Trustee), as a trustee for each Unit Owner and each such Owner's Interest.
- d. Each policy required to be maintained by the foregoing items (a) and (b) shall contain the standard mortgage, clause, or equivalent endorsement (without contribution), commonly accepted by private Institutional Mortgage Investors in the area in which the Project is located. If FNMA is a holder of one or more mortgages on PUD Units within the Project,

such mortgage clause shall name FNMA or FNMA's service of such Mortgages as Mortgagee. If FNMA's servicer is named as Mortgagee in such mortgage clause, such servicer's name shall be followed therein by the phrase "Its successors and assigns". In addition such mortgage clause or another appropriate provision of each such policy shall provide that the policy may not be canceled or substantially modified without at least ten (10) days prior written notice the Association and to each Mortgagee, which is listed as a scheduled holder of a mortgage in the policy.

- e. Each policy required to be maintained by the foregoing items (a) and (b) shall provide for the following: recognition of any insurance trust agreement; a waiver of the right of subrogation against Unit Owners individually; the insurance is not prejudiced by any act or neglect of individual Unit Owners which is not in the control of such Unit Owners collectively; and the policy is primary in the event the Unit Owner has other insurance covering the same loss. The requirements stated in this item (e) are generally provided by the insurer in the form of a "Special Planned Unit Development Endorsement" or its equivalent.
- f. Each policy required to be maintained by the foregoing item (a) shall also contain or provide for following: (1) "Agreed Amount and Inflation Guard Endorsement", if available; and (2) "Construction Code Endorsements" (Such as a "Demolition Cost Endorsement", a "Contingent Liability from Operation of Building Laws Endorsement", and an "Increased Cost of Construction Endorsement"), if the Project is subject to a constructional code provision which would become operative upon Partial or Substantial Destruction and require changes to undamaged portions of the Building(s), thereby imposing significant costs in the event of such destruction of the Project by an insured peril.

24. **Fidelity Bonds.** The Management Committee shall at all times maintain in force and pay the premiums for "blanket" fidelity bonds for all officers, members, and employees of the Committee and the Association and for all other persons handling or responsible for funds of or administered by the Committee or the Association. Furthermore, where the Committee or the Association has delegated some or all of the responsibility for the handling of funds to a management agent, the management agent shall provide "blanket" fidelity bonds, with coverage identical to such bonds required of the Management Committee, for the management agent's, officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Committee or the Association. The total amount of fidelity bond coverage required shall be based upon best business judgment and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Committee, the Association, or the Management Agent, as the case may be, at any given time during the term of each bond. Nevertheless, in no event may the amount of such bonds be less than the greater of: (i) a sum equal to three months' aggregate assessment on all Planned Development Units plus reserve funds; and (ii) a sum equal to one hundred fifty percent (150%) of the estimated annual operating expenses of the Project. The bonds required shall meet the following additional requirements: (1) the fidelity bonds shall name the Committee and Owners association as obligees; (2) the bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", of similar

terms or expressions, (3) the premiums on all bonds required herein for the Committee and the Association (except for premiums on fidelity bonds maintained by a Management Agent for its Officers, Employees and Agents) shall be paid by the Committee or the Association as part of the Common Expenses; and (4) the bonds shall provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days prior written notice to the Committee and the Association, to an Insurance Trustee, and to each servicer of loans on behalf of FNMA.

25. Liability Insurance. The Management Committee shall maintain in force, and pay the premium for a policy providing comprehensive general liability insurance coverage covering all of the Common Areas and Facilities, public ways in the Project, if any, all other areas of the Project that are under the Committee's supervision, and commercial spaces owned by the Association, if any, whether or not such spaces are leased to some third party. The coverage limits under such policy shall be in amounts generally required by private institutional Mortgage investors for Projects similar to the Project in construction, location, and use. Nevertheless, such coverage shall be for at least Two Hundred Fifty Thousand Dollars (\$250,000) for bodily injury, including deaths of persons, and property damage arising out of a single occurrence. Coverage under such policy shall include, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance, or use of the common Areas and Facilities, and liability arising out of lawsuits related to employment contracts of the Committee or the Association. Additional Coverages under such policy shall include protection against such other risks as are customarily covered with respect to projects similar to the Project in construction, location and use, including but not limited to, host liquor liability, contractual and all-written contract insurance, employers liability insurance, and comprehensive automobile liability insurance. If such policy does not include "severability of interest" in its terms, the policy shall include a special endorsement to preclude an insurer's denial of any Unit Owner's claim because of negligent acts of the Association or Management Committee or any other Unit Owner.

26. Insurance Trustees and General Requirements Concerning Insurance. Notwithstanding any of the foregoing provisions and requirements relating to property or liability insurance, there may be named as an insured on behalf of the Committee and the Association, the Association's authorized representative, including any trustee with whom the Committee and the association may enter into any Insurance Trust Agreement or any successor to such trustee (each of whom shall be referred to herein as the 'Insurance Trustee'), who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance. Each Unit Owner hereby appoints the Committee, or any Insurance Trustee or substitute Insurance Trustee designated by the Committee, as his or her attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Committee, or any Insurance Trustee, shall receive, hold, or otherwise properly dispose of any proceeds of insurance in trust for the use and benefit of Unit Owners and their mortgages, as their interests may appear.

Each insurance policy maintained pursuant to the foregoing Sections shall be written by an insurance carrier which is licensed to transact business in the State of Utah and which has a financial rating by

Best's Key Rating Guide of Class VI or better, or which is written by Lloyd's of London even through it has no Best's rating. Coverage under a FAIR plan is permissible if that is the only coverage, which can be obtained at reasonable cost. No such policy shall be maintained where: (1) under the terms of the carrier's charter, bylaws, or policy contributions may be required from, or assessments may be made against a Unit Owner, a borrower, a Mortgagee, the Management Committee, the Association of Unit owners, FNMA, or the designee of FNMA; (2) by the terms of the carrier's charter, bylaws, or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders, or members; or (3) the policy includes any limiting clauses (other than insurance conditions) which could prevent the party entitled (including, without limitation, the Committee, the Association, a Unit Owner, FNMA or the borrowers) from collecting insurance proceeds. The provisions of this Section and of the foregoing Sections shall not be construed to limit the power or authority of the Management Committee or Association of Unit Owners to obtain and maintain insurance coverage, in addition to any insurance coverage required hereunder, in such amounts and in such forms as the Management Committee or Association may deem appropriate from time to time.

27. **Destruction, Condemnation, and Obsolescence.** The provisions of this Section and of the following Sections shall apply with respect to the destruction, condemnation, or obsolescence of the Project. As used in such Sections each of the following terms have the meaning indicated:

- a. **Destruction:** "Substantial Destruction" shall exist whenever, as a result of any damage or destruction to the Project or any part thereof, the excess of Estimated Costs of Restoration over Available Funds is twenty-five percent (25%) or more of the estimated Restored Value of the Project. "Partial Destruction" shall mean any other damage or destruction to the Project or any part thereof.
- b. **Condemnation:** "Substantial Condemnation" shall exist whenever a complete taking of the Project or a taking of part of the Project has occurred under eminent domain or by grant or conveyance in lieu of condemnation, and the excess of the Estimated Costs or Restoration over Available Fund is twenty-five percent (25%) or more of the estimated Restored Value of the Project. "Partial Condemnation" shall mean any other such taking by eminent domain or grant or conveyance in lieu thereof.
- c. **Obsolescence:** "Substantial Obsolescence" shall exist whenever the Project or any part thereof has reached such a state of obsolescence or disrepair that the excess of Estimated Costs of Restoration over Available Funds is Twenty-five percent (25%) or more of the estimated Restored Value of the Project. "Partial Obsolescence" shall mean any state of obsolescence or disrepair which does not constitute Substantial Obsolescence.
- d. **Restoration:** "Restoration shall mean restoration of the Project, to the extent reasonably possible, in accordance with the Declaration, the Subdivision Map, and the original plans and specification for the Project and to a condition in which the Project existed prior to the damage or destruction concerned; and to the extent not so possibly "Restoration" shall mean restoration of the Project to an attractive, sound, and desirable condition. Any "Restoration" not in accordance with the Declaration, the Subdivision Map, and the original plans and specifications for the Project shall require the consent of Eligible

Mortgages holding Mortgages on PUD Units which have appurtenant at least fifty-one percent (51%) of the undivided ownership interest in the Common Area and Facilities which is then subject to Mortgages held by Eligible Mortgages.

- e. **Restored Value:** "Restored Value" shall mean the value of the Project after Restoration.
- f. **Estimated Costs of Restoration:** "Estimated Costs of Restoration" shall mean the estimated costs of Restoration.
- g. **Available Funds:** "Available Funds" shall mean any proceeds of insurance, condemnation awards, payments in lieu of condemnation, and any uncommitted funds of the Management Committee and Association, including amounts contained in any reserve or contingency fund. Available Funds shall not include that portion of insurance proceeds legally required to be paid to any party other than the Association, including Mortgages, or that portion of any condemnation award or payment in lieu of condemnation payable to the Owner or Mortgagee of a PUD Unit for the condemnation or taking of the Unit in which they are interested.

28. **Determination by Committee.** Upon the occurrence of any damage or destruction to the Project or any part thereof, or upon a complete or partial taking of the Project under eminent domain or by grant or conveyance in lieu thereof, the Committee shall make a determination as to whether the excess of Estimated Costs of Restoration over Available Funds is twenty-five percent (25%) or more of the estimated Restored Value of the Project. In addition, the Committee shall, from time to time, review the condition of the Project to determine whether Substantial Obsolescence exists. In making such determinations, the Committee may retain and rely upon one or more qualified appraisers or other professionals.

29. **Restoration of Project.** Restoration of the Project shall be undertaken by the Committee promptly without a vote of the Owners in the event of a Partial Destruction. Partial Condemnation or Partial Obsolescence and shall also be undertaken in the event of Substantial Destruction, Substantial Condemnation, or Substantial Obsolescence unless the failure to make Restoration is consented to by Owners collectively holding at least sixty-seven percent (67%) of the Project's undivided ownership interest and is further consented to by Eligible Mortgages holding Mortgages on PUD Units which have appurtenant at least fifty-one percent (51%) of the undivided ownership interest in the Common Areas and Facilities which is then subject to Mortgages held by Eligible Mortgagees. Within thirty (30) days after the Committee has determined that Substantial Destruction, Substantial Condemnation, or Substantial Obsolescence occurred, it shall send to each Owner and Eligible Mortgagee a written description of the destruction, condemnation, or state of obsolescence involved, shall take appropriate steps to ascertain the preferences of the Eligible Mortgagees concerning Restoration, and shall, with or without a meeting of the Owners (but in any event in accordance with the applicable provisions of the Declaration), take appropriate steps to determine the preferences of the Owners regarding Restoration. In the event insurance proceeds, condemnation awards, or payments in lieu of condemnation actually received by the Committee or Association exceed the cost of Restoration when Restoration is undertaken, the excess shall be paid and distributed to the Owners in proportion to their respective undivided interests in the Common

Areas. Payments to any Owner who's PUD Unit is the subject of a Mortgage shall be made jointly to such owner and the interested Mortgagees. In the event the cost of Restoration exceeds Available Funds, all of the Units shall be assessed for the deficiency on the basis of their respective percentages of undivided ownership interest in the Common Areas. In the event that all or any portion of one or more Units will not be the subject of Restoration (even though the Project will continue as a PUD project) or is taken in a condemnation proceeding or pursuant to any agreement in lieu thereof, the undivided ownership interest in the Common Areas and Facilities shall be immediately reallocated to the remaining Units in accordance with the method set forth in this Article III.

30. Sale of Project. Unless Restoration is accomplished in accordance with the foregoing Section, the Project shall be sold in the event of Substantial Destruction, Substantial Condemnation, or Substantial Obsolescence, In the event of such sale, PUD Ownership under this Declaration and the Subdivision Map shall terminate and the proceeds of sale and any respective undivided interests in the Common Areas. Payment to any Owner whose PUD Unit is then the subject of a Mortgage shall be made jointly to such Owner and the interested Mortgagee.

31. Authority of Committee to Represent Owners in Condemnation. The committee, as attorney-in-fact for each Owner, shall represent all of the Owners and the Association in any condemnation proceedings or in negotiations, settlements, and agreements with the condemning authority for the acquisition of all, or any part of, the common Areas and Facilities. The award in any condemnation proceeding and the proceeds of any settlement related thereto shall be payable to the Association for the use and benefit of the Unit Owners and their mortgages as their interests may appear. The Committee, as attorney-in-fact for each Owner, shall have and is hereby granted full power and authority to restore or to sell the Project and each PUD Unit therein whenever Restoration or sale, as the case may be, is undertaken as therein above provided. Such authority shall include the right and power to enter into any contracts, deeds, or other instruments, which may be necessary or appropriate for Restoration or sale, as the case may be.

32. Consent in Lieu of Vote. In any case in which these Amended CC&R's require the vote of a stated percentage of the Project's undivided Ownership interest for authorization or approval of an act or a transaction(including amendments to these CC&R's). such requirements may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Unit Owners who collectively hold at least the stated percentage of undivided ownership interest. The following additional provisions will govern any application of this Section:

- a. All necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by any owner.
- b. Any change in ownership of a Condemnation Unit, which occurs after consent has been obtained from the Owner having an interest therein, shall not be considered or taken into account for any purpose.
- c. Unless the consent of all Owners having an interest in the same Unit is secured, the consent of none of such Owners shall be effective.

Et 1903701 8K2306 PG1447

33. Interpretation. The captions which precede the Articles and Sections of these Amended CC&R's are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the content so required, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. The invalidity of unenforceability of any portion of these Amended CC&R's shall not affect the validity or enforceability of the remainder hereof.

34. Party Walls.

- a. **General Rules of Law to Apply.** Each wall which is built as a part of the original construction of the Living Units upon the Property and placed on the dividing line between two Lots shall constitute a party wall, and, to the extent no inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
- b. **Repair and Maintenance.** Each Unit may share one party wall, a common roof, a common exterior back wall, and a common exterior front wall, with an adjacent Unit. The Owners acknowledge that certain repairs or maintenance to the roof or exterior walls of the Units may become necessary, which repairs or maintenance cannot be performed on one Unit only, but may necessarily involve the other attached Unit. Therefore, all repairs to the roof and to the surface of the exterior walls of all Units will be made by the Association out of Association funds.
- c. **Destruction of Party Wall, Common Roof or Exterior.** If a party wall or common improvement is damaged or destroyed by the fault or negligence of one of the Owners, such damage shall be repaired by the Association to a condition equal to or better than immediately prior to the damage, and the negligent Owner or Owner at fault shall reimburse the Association for any and all costs incurred by the Association to cure the damage. Should a party wall be damaged or destroyed by any cause other than by default or by an act of negligence of an Owner of the adjacent Unit, the damage shall be rebuilt or repaired to a condition equal to or better than immediately prior to the damage, at the joint expense of the Owners of the two affected Units, provided that any amount received from insurance companies for such damage shall first be applied to the restoration of the affected Units. Should a common roof or any part of the exterior wall(s) be damaged or destroyed by any cause other than by fault or by an act of negligence of an Owner of the adjacent Unit, the damage shall be rebuilt or repaired by the Association to a condition equal to or better than immediately prior to the damage, at the expense of the Association, provided that any amount received from insurance companies for such damage shall first be applied to the restoration of the affected Units.

35. Covenants to Run with Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitude, as the case may be, and shall be binding upon and shall insure to the benefit of Declarant, all other signatories hereto, all parties who hereafter acquire any interest in a Unit or in the Project, and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assignees. Each Owner or occupant of a

Unit shall comply with, and all interests in all PUD Units shall be subject to the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, supplements, amendments, and determinations contemplated by this Declaration. By acquiring any interest in a Unit or in the Project, the party acquiring such interest consents to and agrees to be bound by each and every provision of the Declaration.

36. **Amendment.** The affirmative vote of at least sixty seven percent (67%) of the Lot Owners, in person or by proxy and with or without a formal meeting being held, shall be required and shall be sufficient to change the legal status of the Project or to amend the Declaration or the Bylaws. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by the Management Committee. In such instrument the Committee shall certify that the vote required by this Section for amendment has occurred, All amendments to the Declaration approved by the Unit Owners must be in writing and shall be effective upon recordation in the Office of the County Recorder of Weber County, Utah .

37. **Enforcement.** Subject to the provisions of this Article III, the Management Committee and any aggrieved Unit Owner shall have a right of action against the Declarant, the Committee, or any Unit Owner for any failure by such person or entity to comply with these Amended CC&R's, the Subdivision Map, or the provisions of any rules, regulations, agreements, instruments, supplements, amendments, and determinations contemplated by these Amended CC&R's. By acquiring any interest in a Unit or in the Project, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of these Amended CC&R's.

38. **Agent for Service of Process.** Tyler Belliston, whose address is 954 East 16th Street, #68, Ogden, Utah, is the person to receive service of process in the cases authorized by these Amended CC&R's. The Management Committee shall, however, have the right to appoint a successor or substitute process agent. Such successor or substitute agent and his address shall be specified by an appropriate instrument filed in the office of the County Recorder of Weber County, Utah.

39. **Effective Date.** These Amended CC&R's and any amendment or supplement hereto, and any amendment or supplement to the Subdivision Map shall take effect upon its being filed for record in the office of the County Recorder of Weber County, Utah.

40. **Architectural Committee**

- a. **Organization of the Committee.** The Architectural Control Committee (Design Committee) members shall be appointed by the Management Committee and shall hold office until such time as he/she has resigned, has been removed, or his/her successor has been appointed. The Management Committee shall have the right to appoint and remove any and all members of the Committee at any time with cause. The Design Committee shall consist of not fewer than three (3) members. The members of the Design Committee must be Owners. Whenever the Design Committee consists of more than three (3) members, it may designate subcommittees, each consisting of at least three (3) members. Unless authorized by the Management Committee the members of the Design Committee

shall not receive any compensation, but all members shall be entitled to reimbursement from the Association for reasonable expenses incurred in the performance of any Design Committee function.

- b. Actions Requiring Approval.** No fence, wall, Living Unit, accessory building, storage shed, or addition to a Living Unit, or landscaping or other improvement of a Residential Lot shall be constructed or performed, nor shall any alteration of any structure on any Residential Lot, including a change in exterior color, be made, unless complete plans and specifications showing the nature, color, kind, shape, height, materials and location of the same shall first be submitted to and approved by the Design Committee.
- c. Standard of Design Review.** Before granting of any approval of plans and specifications, the Design Committee shall determine to its reasonable satisfaction that such plans and specifications (a) conform to all architectural standards contained in this Declaration and all further architectural standards promulgated from time to time by the Management Committee and (b) provide for a structure, alteration, landscaping or other improvements in harmony as to external design and location with surrounding structures and topography.
- d. Design Committee Rules and Architectural Standards.** The Management Committee may, upon recommendation from the Design Committee, adopt and file as a matter of public record reasonable rules related to the efficient review of plans and specifications including requirements as to the number of sets of plans and specifications to be submitted, the details to be shown on plans and specifications, and design guidelines consistent with this Declaration and covering such matters as setbacks, height limitations, restrictions on minimum or maximum size and quality of structures.
- e. Approval Procedure.** The Design Committee and any subcommittees thereof shall meet from time to time as necessary to perform the duties of the Design Committee. The vote or written consent of a majority of the Design Committee or any authorized subcommittee shall constitute the act of the Design Committee. Any plans and specifications submitted to the Design Committee shall be approved or disapproved within thirty (30) days after receipt by the Design Committee. If the Design Committee fails to take action within such period, the plans and specifications shall be deemed to be approved as submitted.
- f. Variance Procedure.** If plans and specifications submitted to the Design Committee are disapproved because such plans and specifications are not in conformity with applicable architectural standards, the party or parties making such submission may submit a request for variance to the Design Committee, which shall make a written recommendation of approval or disapproval of the requested variance to the Board. The Board shall approve or disapprove the request for variance in writing. If the Board fails to approve or disapprove a request for variance within sixty (60) days after such request is submitted to the Design Committee, such request shall be deemed to be denied.
- g. Nonwaiver.** The approval by the Design Committee of any plans and specifications for

any work done or proposed shall not constitute a waiver of any right of the Design Committee to disapprove any similar plans and specifications.

- h. Completion of Construction.** Once begun, any improvements, construction, landscaping or alterations approved by the Design Committee shall be diligently prosecuted to completion in strict accordance with the plans and specifications approved by the Design Committee.
- i. Disclaimer of Liability.** Neither the Design Committee nor any member thereof acting in good faith shall be liable to the Association or to any Owner for any damage, loss, or prejudice suffered or claimed on account of (a) the approval or rejection of, or the failure to approve or reject, any plans, drawings and specifications, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development or manner of development of any of the Property, or (d) any engineering or other defect in approved plans and specifications.
- j. Review.** The Management Committee shall review all approvals granted by the Architectural Committee prior to the time the proposal shall be granted authorization to proceed. If the Architectural Committee denies a proposal the applicant may appeal the denial to the Management Committee within 30 days. The appeal must be in writing and cite the specific errors the applicant alleges were made by the Architectural Committee.

41. Tenants Subject to Rules. All leases of Units shall be in writing and shall by reference incorporate the provisions of the Declaration and Bylaws into the terms of the lease. The names and phone numbers of the tenants shall be provided to the Management Committee so the tenants could be contacted in the case of an emergency. All tenants and the leases they sign to lease a Unit shall be subject in all respects to the provisions of the Declarations and Bylaws of the Association. Failure of a tenant to comply with the terms of Association documents (Declaration and Bylaws) shall be a default under the lease or tenancy. The Management Committee may maintain an action, separate and apart from the unit owner, for eviction, injunction, and/or damages against a tenant who is in violation of the Declaration or Bylaws or who violates City ordinances or Utah State laws that affect the peace, quiet, or comfortable enjoyment of residents living at the Project.

42. Eviction. In the event of the failure of a tenant to abide by the terms of the Association documents (and because the Declaration and Bylaws constitute an essential part of the terms in a lease between a Unit Owner and a tenant), and if the Unit Owner is either unable or unwilling to require the tenant to abide by the terms of said documents, the Management Committee may institute eviction proceedings after providing notice to the Unit Owner and to the Unit Owner's tenant of a violation and the failure to cure, remedy or cease the conduct within 5 days after notice has been given. No additional notices shall be required for repeat violations after the first notice has been given.

43. Limitation of Number of Units that may be Rented. For the purpose of maintaining stability, protecting property values and enhancing a quality lifestyle at Pearwood Park, no more than 33% of the Units at Pearwood Park may be occupied by residents other than Unit Owners and their

family members. The Association is authorized to bring legal action to prevent Unit Owners from renting their Unit if the rental of such Unit would increase the percentage of Units occupied by non-Unit Owners above 33%. Unit Owners are required to contact the secretary of the Association in advance of renting their Unit to make sure the rental of their Unit would not violate this section.

44. **Attorney's Fees Incurred as the Result of Enforcing Rules.** In any legal action brought by the Management Committee against any Unit Owner, tenant, lessee or lessor as a result of a violation of any provision of the Declaration or Bylaws, or if the Management Committee retains legal counsel or incurs attorney's fees associated with or as a result of retaining legal counsel as a result of any such violation, then the Management Committee shall collect any and all attorney's fees from the Unit Owner, tenant, lessee, or lessor, jointly and severally, whether or not they seek judicial process, and shall be entitled to an award of attorney's fees in any action or judicial proceeding. A Unit Owner shall be jointly liable for attorney's fees, costs, or damages, in any action brought against a tenant renting or leasing a unit from a unit owner as a result of any violation by the unit owner's tenant. Attorney's fees and costs assessed shall constitute a lien against the Unit Owner's unit in the same manner as common expenses constitute liens against units and may be recorded as such. At least three members of the management committee shall give approval before there is any action taken under this paragraph.

45. **Severability.** If any of the provisions of this Amendment to Declaration and Bylaws, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of the Amendment to Declaration and Bylaws and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

* * * * *

Et 1903701 BK2306 PG1452

CERTIFICATION

It is hereby certified that Unit Owners holding more than 67% of the undivided ownership interest in the common areas and facilities have voted to approve these amendments by signing documents approving of these amendments.

IN WITNESS WHEREOF, this 10th day of January, 2003.

By *Tyler Belliston*
Tyler Belliston, President

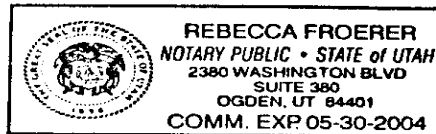
STATE OF UTAH)

:ss.

COUNTY OF WEBER)

On this 10th day of January, 2003, personally appeared before me Tyler Belliston who, being by me duly sworn, did say that he is President of the Pearwood Park Management Committee and that the within and foregoing instrument was signed in behalf of said Management Committee and he duly acknowledged to me he executed the same.

Rebecca Froerer
Notary Public



E# 1903701 BK2306 PG1453

EXHIBIT A

(Legal Description of Property)

Lots 1 through 20, Pearwood Park Phase 1
~~[13-205-0001 through 13-205-0020]~~
Lots 1 through 40, Pearwood Park Phase 2
~~[13-206-0001 through 13-206-0040]~~
Lots 1 through 14, Pearwood Park Phase 3
~~[13-207-0001 through 13-207-0014]~~
Lots 1 through 15, Pearwood Park Phase 4
~~[13-208-0001 through 13-208-0016]~~
Lots 1 through 12, Pearwood Park Phase 5
~~[13-209-0001 through 13-209-0012]~~
All part of the Pearwood Park PUD, Ogden City, Weber County, Utah.

13-165-0001 to 0014
13-166-0001 to 0029
13-205-0001 to 0021
13-207-0001 to 0015
13-208-0001 to 0017
13-209-0001 to 0013

Es 1903701 BK2306 PG1454

Exhibit B

Amended Bylaws

1. Use Restrictions.

- a. Aluminum foil, newspapers, or any other similar materials may not be used to cover the windows in any Unit.
- b. The Common Areas and Facilities shall be used only in a manner which is consistent with their community nature and with the use restrictions applicable to the Unit.
- c. No automobile or other vehicle shall be parked in front of a driveway or walkway, or at any location within the project which impairs or tends to impair vehicular or pedestrian access within the project or to and from its various parts.
- d. No sign, advertisement, notice, or other lettering shall be exhibited, inscribed, painted, or fixed by any Owner at any location within the Common Areas or at any location within each Unit visible from the Common Areas without the prior written consent of the Management Committee.
- e. No sidewalk, entrance, passage, vestibule, or area comprising a part of a Common Area (other than Limited Common Areas) may be obstructed or encumbered or used for any purpose other than ingress and egress to and from Unit.
- f. No garments, rugs, other household items or wash lines of any kind may be hung, erected, or maintained outside of an Owner's Unit.
- g. No Unit Owner shall discard or permit to fall any items from the windows of his/her Unit.
- h. No articles belonging to Owners shall be kept within or upon Common Areas other than Limited Common Areas associated with his/her Unit.

2. **Nuisances.** No noxious or offensive activity (including but not limited to the repair of motor vehicles) shall be carried on, in or upon any lot or the Common Area, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to other Unit Owners. No loud noises or noxious odors shall be permitted on the properties and the Management Committee shall have the right to determine, in accordance with these Amended CC&R's if any noise, odor or activity producing such noise, odor or interference constitutes a nuisance. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power tools off-road motor vehicles or other items which may unreasonably interfere with television or radio reception of any owner of the Properties, shall be located, used or placed on any portion of the Common Areas or Unit, or exposed to the view of other owners without the prior written approval of the Management Committee.

3. **Signs.** No sign, poster, display, billboard or other advertising device of any kind shall be displayed to the public view on any portion of the Properties or any lot, without the prior written consent of the Management Committee, except one sign for each dwelling Unit of no more than three (3) feet by two (2) feet advertising the property for sale. (Signs, regardless of size, used by the Declarant, its successors or assigns, are permitted to advertise the Properties during sales periods. The location of signs shall be approved by the Management Committee.)

E# 1903701 BK2306 PG1455

4. **Pets**

- a. House pets may be allowed upon the written approval of the Management Committee, which shall be granted when a unit owner or resident agrees to abide by the provisions set forth herein. The Management Committee may refuse any request to admit a pet into the condominium if the applicant refuses to enter into a written agreement to abide by the provisions set forth herein. Under no circumstances will the Management Committee approve an application to maintain a pet in Pearwood Park unless the resident agrees in writing to abide by the following standards:
- i. The pet will not disturb the other residents by creating an unacceptable level of noise or by creating any offensive odors. Dogs shall not be left unattended in garages, patios or balconies during a resident's absence as the dogs tend to bark excessively and disturb neighbors.
 - ii. The pet will not defecate on, do damage to, or in any way disturb, the common areas of Pearwood Park.
 - iii. The pet will remain inside the resident's unit at all times it is at Pearwood Park unless it is on a leash and in the presence of the unit owner or agent of a unit owner.
 - iv. The pet will never be allowed to freely roam in the common areas.
 - v. The resident will provide a litter box for the pet inside the unit where the pet resides. The contents of a used litter box shall be placed in the garbage after first being placed in a tightly secured plastic bag.
 - vi. Whenever the pet is on the common areas, it shall be either carried by the resident or on a leash no longer than 10 feet long.
 - vii. The resident understands that the Management Committee reserves the right to require removal of any pet if it receives complaints about the pet and the Management Committee determines, in its sole discretion, that the complaints are valid.
 - viii. The resident agrees that it will pay liquidated damages of \$15.00 per day for each day the pet remains in a unit after its removal has been required by the Management Committee.
- b. Other than cats and dogs, no other animals, livestock or poultry will be allowed, raised, bred or kept in any unit (with the exception of small birds and small, quiet children's pets, e.g. hamsters) or in the general or limited common areas and facilities unless they receive written approval from the Management Committee before being brought to the condominiums. The Management Committee has the right to refuse any application to bring an animal into Pearwood Park if it determines the animal could be a nuisance or potentially damage the common area. In no case will an application be approved unless the resident requesting permission to bring the animal to Pearwood Park makes the representations contained in the preceding paragraph (4.a.1-8) to the Management Committee prior to the time the animal is brought to Pearwood.
- c. The Management Committee shall have authority to order the removal of any pet if, at any

time, the resident possessing the pet fails to live up to the representations made in the application or in this amendment.

- d. Pets shall be registered and have current shots in accordance with City and County Ordinances. A copy of this information shall be made available to the Management Committee within 24 hours of request. The Management Committee shall not be responsible for loss or liability of any kind whatsoever arising from or growing out of having any pet in the common areas or within the community, including flowerbeds, grass areas, and shrubbery. Residents must immediately clean up after their pet. There shall be a limit of two (2) dogs according to City Ordinance. A third dog requires a kennel license.
- e. No resident shall maintain or bring a pet to a unit that can be heard or noticed in another unit such that the sound or smell created by the pet is (1) offensive to the senses, (2) disruptive to the comfortable enjoyment and lifestyle of other residents, or (3) an obstruction to the free use of property so as to interfere with the comfortable enjoyment of life.

5. Trash.

- a. No rubbish, trash, garbage or other waste material shall be kept or permitted upon any Lot or Common Area, except in sanitary containers located in appropriate areas concealed from view, and no odor shall be permitted to arise there from so as to render the Properties or any portion thereof unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants.
- b. There shall be no exterior fires whatsoever, except barbecue fires contained within receptacles designed for such use and located within Limited Common Areas.
- c. No clothing or household fabrics shall be hung, dried or aired in such a way in the Properties, as to be visible to other property.
- d. No lumber, grass, shrub or tree clippings or plant waste, metals, bulk material or scrap, refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Properties except within and enclosed structure or appropriately screened from view.
- e. Dumpsters are only for household garbage, limbs, dead plants and similar items. Discarded appliances, furniture, clothing, etc, are not to be placed in dumpsters as they will increase the cost to the Association for trash removal. No garbage or trash should be left outside a dumpster as it will not be picked up by the waste disposal service and attracts rodents to the area increases the chance of .

6. Temporary Buildings. No outbuildings, basement, tent, shack, shed or other building or improvement of any kind shall be placed upon any portion of the Properties either temporarily or permanently unless approved by the Architectural Committee. No garage, trailer, camper, motor home or recreational vehicle shall be used as a residence in the Properties, either temporarily or permanently.

7. Parking and Vehicular Restrictions. (a) No owner of a Unit shall park, store or keep any vehicle except within the areas designed for such, (garages, driveways and designated off street

parking). Any inoperable vehicles must be stored only in garages. No owner shall park, store or keep on any property or street (public or private) within the project, any large commercial type vehicle (dump truck, cement mixer, oil or gas truck, delivery truck, or any other vehicular equipment, mobile or otherwise), which may (i) interfere with access to Unit or to areas in or around the project, (ii) damage the roadways, asphalt or gutters, or (iii) be a nuisance as determined by the Management Committee. The above excludes trucks with small campers or small pickup trucks used for everyday type transportation, which may be parked in a driveway, garage or other designated off street parking. There shall be no overnight parking except in designated areas (driveways, garages, and designated off street parking areas).

(b) No recreational vehicle shall be stored on the property, except that which will fit wholly within the garage without interfering with the operation of the garage door. Recreational vehicles may be allowed to park for a period of not more than 24 hours, before and after use, within the Project, providing the vehicle does not interfere with any other owners use of or access to the Project. The 24 hour period before and after shall be used to allow the owner to clean, load and unload their vehicle.

(c) No owner of a Unit shall conduct major repairs or major restoration of any motor vehicle, boat, trailer, aircraft or other vehicle, upon any portion of any lot, Unit or upon the common area.

8. **No Businesses.** Inasmuch as the Project is a residential community where neighbors live in close proximity to each other, no business of any kind whatsoever shall be established, conducted, permitted, operated, or maintained at Pearwood Park, except they meet all of the Federal, State and Municipal laws, ordinances and licensing requirements, as well as complying with the Pearwood Park Declaration and Bylaws.

- a. The following are some of the general requirements for home occupation licenses:
 - i. Customers, patrons, guests, clients or individuals may come to residences for business activity on a very limited scale and no more than one person at a time;
 - ii. No products may be sold or delivered from the residence;
 - iii. Only services such as consulting, tax preparation, computer or Internet businesses may be provided at the residence as limited by Ogden City ordinance;
 - iv. Any vehicles used in the business comply with the Association parking rules.
 - v. No business activities may be conducted between the hours of 10:00 p.m. and 8:00 a.m.

E# 1903701 BK2306 PG1458

PEARWOOD PARK OWNERS ASSOCIATION

COMMUNITY RULES AND POLICIES

These Community Rules and Policies governing the affairs of Pearwood Park have been adopted by the Management Committee. They apply to all residences, guests, prospective residents, and all other persons who enter the Park. They are the policies, rules and regulations provided for in the Declaration of Covenants, Conditions, and Restriction that the Management Committee is authorized to enact and enforce.

Policies are categorized for ease of interpretation by the residents and others and are not intended to supersede the Bylaws or CC&R's. If there is a conflict between these Community Rules and Policies, and the CC&R's and Bylaws, the later will prevail.

Complaints should be directed to any individual member of the Management Committee for action. Complaints regarding the management of the units and/or grounds or regarding actions of other residents will receive consideration only when made in writing to the full Management Committee.

The decisions of the Management Committee will be final for these Community Rules and Policies, and no further action will be necessary to begin enforcement proceedings.

General

1. Trash is picked up regularly each week. Dumpsters are for household garbage, limbs, dead plants, and other similar items. Discarded appliances, furniture, clothing, etc. should be donated to charities, such as The Ogden Rescue Mission, The Salvation Army, or Deseret Industries. **DO NOT** put these items in the dumpsters, otherwise the monthly fees will likely have to increase. Please process all wet garbage in or through your kitchen waste disposal when possible. This helps us hold down costs assessed by the dumpster operators.
2. **DO NOT** leave any items outside the dumpsters. If the nearest one is full, go to another one. Waste disposal services will not pick up anything that is outside the dumpster. Charges are calculated by both weight and volume, so empty boxes should be broken apart (flattened.)
3. Always close the dumpster lid after use. This helps keep stray animals and vermin out of the Park. If lid will not close completely, the dumpster is too full for your trash, and it should be taken to another one.
4. If you smoke outdoors, a "**butt-can**" must be used to dispose of your cigarette/cigar. Discarded "**butts**" are unsightly, unsanitary, and make the Park appear unkempt.
5. In **summer**, water sprinklers will be set to come on during the early morning (1:00-5:00 a.m.) hours. If yours comes on at other times, please let a member of the Management Committee know. We are not on Secondary water, so we pay a premium to keep the Park green, not to run in the driveway.
6. Grass will be cut and edged as needed. Snow will also be removed from driveways as required, but it is necessary for you to keep your own walkway clean. You should also pick up gum-wrappers, etc., and other litter around your unit, roadway, and walkways and pull weeds from your flower beds and around trees. Otherwise, the monthly fees will likely have to increase.
7. The green ways and walkways in front of the units and the entry-way to the units shall not be obstructed or used for any purpose other than entering and leaving the units.
8. Hoses, sprinklers, chairs, yard tools, bicycles, tricycles, other toys, baby carriages, outdoor grills, garbage cans, brooms, mops, and other like personal items must be stored in your outside storage closet, and/or inside your unit when not in actual use. Those units in the new Phases IV & V with patios and no storage closet may store patio furniture on their patios, provided they are securely covered and stacked neatly close to their back doors. **NOTHING** else may be left outside your unit.

9. Transcribed and broadcast music and other programs should not be played at late hours or at a decibel level that will disturb or interfere with the rights, comfort or convenience of the community, your neighbor or other residents of the Park. Please be considerate, both night and daytime, since some residents work at night.

10. Damage to buildings, equipment, recreational facilities, or other common areas, or personal property, by children, residents, or their guests shall be repaired or replaced at the expense of the resident. Children may play in the Common Areas, but not in carports or around parked cars, or in the streets.

ARCHITECTURAL CONTROL POLICIES OF PEARWOOD PARK OWNERS ASSOC.

1. Residents must keep their unit in a good state of preservation and cleanliness.
2. No painting of the exterior of the units, fences or carports is permitted. No one will be allowed to put their names on any entry-way without prior approval of the Management Committee.
3. No exterior shades, awnings, ventilators, fans or air conditioning devices, or antennas, are to be installed or hung from the windows. No screen doors, fences, or patio covers may be installed which do not comply with the Architectural Control Committee provision to harmonize with the external design of the Park, as provided in the CC&R's.
4. Residents are encouraged to plant flowers around their unit, but are reminded that they will be responsible for the maintenance. The contracted yard maintenance crew may assist except that any extra expense is to be borne by the resident.
5. Corrections of deficiencies which exist at the time of the sale of a Unit are strictly between the seller and buyer, and the Association is not responsible. However if deficiencies are cosmetic and not corrected, the Association may have the deficiencies corrected and billed to the owner's account in accordance with the applicable provisions of the CC&R's.

PARKING POLICIES

1. Speed limit in the Park is 10 MPH.
2. Each unit is assigned two (2) reserved spaces, usually near the front of the Unit which should be used first.
 - a. At present, covered parking is limited to one (1) space per unit and only for those assigned in Phase II areas.
 - b. Residents with more than two vehicle may park the other vehicles in any unassigned space, remembering that these spaces are also limited in quantity.
 - c. Boats, trailers, snow mobiles, and recreational vehicles must be parked in the RV spaces, and shall not be left in front of any unit. At present, RV spaces are not assigned, however, they may be in future.
 - d. Trucks that are larger than pick-up class must be treated as RV's, except that during a move-in or move-out, moving van/vehicles may be left on driveway in front for a reasonable period, not to exceed 36 hours, but never on grassy areas.
 - e. Residents or guests must never park or drive on grassy areas.
 - f. Do not park in front of any trash dumpster.
3. Guests should park in unassigned spaces and not in your neighbor's assigned spaces.
4. Do not park in roadways, fire-lanes, or along fences that border the Park.

Community Rules

Page 2

Et 1903701 BK2306 PG1460

5. To assist in snow removal during the Winter, do not pull forward over sidewalks.
6. Carports may not be used for storage of anything except an operational and properly licensed vehicle.
7. Repairs which take longer than eight (8) consecutive hours shall not be undertaken in the Park.
8. Inoperative or wrecked vehicles shall not be brought or left in the Park.
9. Motorcycles may be parked in your assigned space or any unassigned space, but not on sidewalks or yards.
10. No resident shall cause or permit the excessive blowing of any horn from any vehicle in which his guests or family shall be occupants, approaching or upon the driveways or parking areas serving the Park.
11. Should it become necessary to remove any vehicle, it will be at the owner's expense. Approval by at least two (2) members of the Management Committee will be obtained prior to having a vehicle removed.

INSURANCE

1. The Association carries insurance on all common property including the exterior or home units.
2. One Deductible per occurrence = \$1,000.00 (not per building)
3. Unit Owners are to carry their own "contents" insurance to cover items such as furniture, appliances, draperies, clothing, etc., as well as liability and medical payments.
4. The Association will only pay the deductible on claims against the Association's insurance when the claim applies to "EXTERIOR" maintenance items, and if the damage is not caused by the homeowner's willful or negligent act.
5. The exterior maintenance items on which the Association will pay the deductible when a repair is covered by insurance are: roof, gutters, downspouts, exterior walls, trees, shrubs, grass, walks and fences. The owner will be responsible for the deductible on damage to all other items, exterior and interior, such as storm doors, glass, inside walls, floor coverings, built-in appliances, cabinets, counter tops, and all personal items, etc.
6. We are currently insured through: ALLSTATE INSURANCE COMPANY

Policy Number:

Policy is paid up to and including

Agent: Allstate Insurance Company, Salt Lake City, Utah
Dennis Wixon, Agent

Copies of the Policy can be obtained from the agent.

Coverages	\$	on buildings in complex
	\$	liability coverage
	\$	medical payments-per person

E# 1903701 BK2306 PG1461

FEES

1. The current monthly association fee is \$72.00. It is due on the 1st of the month, with a grace period to the 15th. On the 16th day of the month, a late fee of \$15.00 will be charged.
2. Units in Phases IV & V must also pay an additional \$21.00 with their \$72.00 monthly fees for a total of \$93.00 per month. The additional \$21.00 covers that portion of the common water bill for these phases. If this additional sum is not included with your fees, a \$15.00 late charge will be assessed on your account. This late fee will not be waived.
3. Checks returned by the bank will incur a \$15.00 charge or the maximum legal limit.
4. Payments, (checks/money orders) not cash, must be place in the BLACK mailbox located at the Monroe Blvd entrance near Unit #94.
5. The only time you will receive a statement is if your account is delinquent and a late fee has been assessed.
6. If there are circumstances that prevent you from paying your dues on time, contact the treasurer immediately. Once a late fee has been assessed, it will not be waived.
- 7.
8. Any additions to the outside of the unit, example, screen or security doors, must be pre-approved by the Management Committee. If you want to request approval, complain, or make a suggestion to better our area. PLEASE, put it in writing and drop it in the payment box.
9. The Park has been divided among the Management Committee to better serve the community. If you have any questions, please contact the Director responsible for your unit as follows:

Tyler Belliston	President	Units 77-104
Ted Larsen	Vice President	Units 37-76
Mary Egbert	Sec/Treas.	Units 1-36

If the Management Committee member for your area is not available, please call another member of the Committee.

WELCOME TO THE NEIGHBORHOOD AND OUR ASSOCIATION.

E# 1903701 BK2306 PG1462

PROXY

Pearwood Park PUD

Know All Men by These Presents:

That the undersigned owner(s) or their voting member of Unit No. _____ in Pearwood Park PUD hereby constitutes and appoints the Pearwood Park PUD Management Committee President, Tyler Belliston, as nominee, as my true and lawful attorney and proxy with full powers of substitution for and in the name, place and stead of the undersigned, to appear, represent and cast votes upon those matters listed below on behalf of the undersigned.

I specifically instruct my proxy to cast my vote in reference to the following matters only as indicated:

- _____ Vote IN FAVOR of amending the Pearwood Park PUD declaration and bylaws as proposed.
- _____ Vote AGAINST amending the Pearwood Park PUD declaration and bylaws as proposed.

The undersigned hereby ratifies and confirms any and all acts and things that said proxy may do or cause to be done in the premises consistent with this proxy, whether at said meeting or at any change, adjournment or continuation thereof, and hereby revokes all prior proxies heretofore executed.

The undersigned acknowledges, consents and agrees that by signing this Proxy and voting in favor of amending the Pearwood Park PUD Declaration and Bylaws, he or she shall be deemed to have signed the original Amended Declaration and Bylaws as required in Section 3, Article VII, of the Declaration of Covenants, Conditions & Restrictions for Pearwood Park a Planned Unit Development.

Dated: _____

Owner(s) or Voting Representative

E# 1903701 BK2306 PG1462A