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RICHARD T. MAUGHAN  
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WHEN RECORDED MAIL TO:  
BRIARWOOD HOLLOW, LLC  
377 WEST PRIMROSE CT  
FARMINGTON, UT 84025

*Briarwood Hollow 09-345-0001 thru 0030 & 0035 thru 0038*

**DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS, RESTRICTIONS  
AND COMMONS AFFECTING THE REAL PROPERTY KNOWN AS BRIARWOOD HOLLOW  
Subdivision**

TO WHOM IT MAY CONCERN

WHEREAS BRIARWOOD HOLLOW, LLC (hereinafter referred to as "Developer") is the owner of the following described real property located in Davis County, Utah;

Lot 1 through 30 inclusive of Briarwood Hollow Subdivision according to the official plat thereof recorded as Entry No. \*, in Book 09, at Page 345 in the Office of the Davis County Recorder

*also Parcels A, B, C & D*

\*2096081 WHEREAS, it is the desire and intention of the Developer to sell the lots (collectively, the "Lots" or, individually, a "Lot") described above, and to subject the Lots to mutually beneficial restrictions under a general plan of improvement for the benefit of all the Lots in the subdivision (the "Subdivision") and the future owners of these Lots, as such general plan of improvement is set forth in this Declaration Of Protective Covenants, Agreements, Restrictions, And Conditions Affecting The Real Property Known As Briarwood Hollow (the "Declaration"),

NOW, THEREFORE, the Developer hereby declares that all of the Lots described above are held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following covenants and conditions, all of which are declared and agreed to be in furtherance of a plan for improvement and sale of the Lots described above and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Lots All of the covenants and conditions shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the above described Lots or any part hereof

1 LAND USE AND BUILDING TYPE No lot shall be used except for residential purposes No building shall be erected, altered, placed, or permitted to remain on any Lot other than one (1) detached single-family dwelling not to exceed two stories in height and an attached garage for not fewer than two cars nor more than four cars; provided however, that the "Architectural Control Committee" (as such term is hereinafter defined) may permit one or more of the Lots to be used for school or church purposes or to be used for a swimming pool and other recreational facilities for the benefit of the owners of some or all of the other Lots described above.

2 ARCHITECTURAL AND DESIGN CONTROL No building shall be erected, placed, or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation.

Each Lot shall be used for private residence purposes only, except as hereinafter set forth, and no pre-existing structure of any kind shall be moved from any other location and placed upon any Lot, nor shall any incomplete building be permitted to remain incomplete for a period in excess of one (1) year from the date the building was commenced unless approved by the Architectural Control Committee All construction shall be comprised of new materials, except that used brick may be used with prior written approval of the Architectural Control Committee

All of the front facing exterior wall surface of a dwelling or outbuilding shall consist of brick rock stucco, vinyl, or a combination of such materials All other exterior wall surfaces shall consist of brick. All roofs in the Subdivision shall be of Architectural Grade Asphalt shingles or better All roofs shall have a pitch of 6-12 or greater (rise over run shall be 6-12 or greater). All roof vent cap louvers, plumbing stacks, chimney

flashing, down spouts, and like or similar items are to be painted to match the color of the roof or the trim of the applicable dwelling or outbuilding.

3 DWELLING QUALITY AND SIZE. The following minimum finished square footage living area requirements shall apply Living areas shall be calculated exclusive of garages, one story open porches, and basements

One Story Dwellings (Rambler): The minimum square foot living area shall not be less than 1,200 square feet.

Two Story Dwellings: The combined area of the two Stories above curb level shall not be less than 1,500 square feet

Split Level Dwellings The combined area of the ground level and the adjoining levels, qualifying as Stories as herein defined, shall not be less than 1,200 square feet

Split Entry Dwellings: The combined area of the two levels shall not be less than 2,800 square feet, the lower level must qualify as a story as herein defined, and the minimum area of the upper level shall not be less than 1,800 square feet.

If four feet or more of foundation is above finished grade, then the level qualifies as a story. For the purposes of these covenants, the basement area shall in no event be considered a story It is the purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same as or better than that which can be produced at the date that these covenants are recorded

4 FENCES Fences should be kept to a minimum to encourage the use of natural habitat and aesthetics Any fence constructed on any Lot shall be as approved by the Architectural Control Committee, in advance and in writing, and in conformity with the following guidelines

Material: Fences or walls shall be of wood, brick, wrought iron, plastic vinyl, or stone No fence or wall shall be constructed of wire mesh, slump block (painted or unpainted), or concrete block unless first approved by the Architectural Control Committee, which approval may be withheld by the Architectural Control Committee for any reason, in its sole and absolute discretion

Height: Fences, walls, or hedges shall not exceed six (6) feet in height.

Location: Unless approved by the Architectural Control Committee, no hedge more than three feet high and no fence or wall shall be erected, placed, altered, or permitted to remain on any Lot closer to the front street than the front of the residential structure on such Lot, except that where such hedge, fence, or wall is located along the boundary line between two adjoining Lots, such hedge, fence, or wall shall not be closer to the front street than the front of whichever residential structure on the two adjoining Lots is nearer to the street

5 SET BACK LINES. All set back lines, side yards, and back yards shall be in accordance with Clearfield ordinances

6. HEIGHT RESTRICTIONS. No dwelling shall exceed thirty (32) feet in height, nor shall any dwelling be less than twelve (12) feet in height No accessory building shall exceed fifteen (15) feet in height, nor shall any accessory building be less than six (6) feet in height

7 EASEMENTS. Easements for drainage, landscaping, maintenance, and/or installation and maintenance of utilities are reserved on front and back Lot lines and on some side Lot lines as shown on the recorded plat Within these easements no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot except for those improvements for which a public authority or utility company is responsible.

8 **DRAINAGE.** No Lot shall be graded and no structure or other obstacle shall be erected, placed, or permitted to remain thereon in such a way as to interfere with the established drainage pattern over the Lot to and from adjoining land, or in the event it becomes necessary to change the established drainage over a Lot, adequate provision shall be made for proper drainage. Any fence or wall erected along the side or rear property line of any Lot shall contain "weep holes" or shall be otherwise constructed so as not to prevent the flow of surface water from adjoining land where such flow is in accord with the established drainage. The slope control areas of each Lot and all improvements in them shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

9 **NUISANCES.** No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.

10 **USE OF OTHER STRUCTURES AS RESIDENCES.** No trailer, basement, tent, shack, garage, barn, or other outbuilding or any structure of a temporary character shall be used on any Lot at any time as a residence, either temporarily or permanently.

11. **SIGNS.** No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

12 **ANIMALS.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except that dogs, cats, or other household pets may be kept, provided that (i) they are not kept, bred, or maintained for any commercial purposes, and (ii) they do not become an annoyance or nuisance to the neighborhood.

13 **GARBAGE AND REFUSE DISPOSAL.** No Lot shall be used or maintained as a dumping ground for trash, garbage, rubbish, or other waste. Trash, garbage, rubbish, or other waste shall not be kept except in sanitary containers. All containers or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

14 **EXCAVATIONS AND COMPLETING IMPROVEMENTS.** No excavation shall be made on any Lot except in connection with the erection, alteration, or repair of a dwelling or other improvement thereon. When excavation or the erection, alteration, or repair of a structure or other improvements has once begun, the work must be executed diligently and completed within a reasonable time.

15 **ROOFTOP ANTENNAS.** No television, ham radio, citizen band, radio antenna, or other similar electronic receiving or sending device shall be permitted upon the rooftop or side of any dwelling or elsewhere if exposed to the view from any other Lot, unless approved by the Architectural Control Committee. In no case will any such receiving or sending antenna or other device be allowed to interfere with the peace and quiet enjoyment of any neighboring Lot owner's premises or home entertainment facilities or equipment.

16 **OFF-SITE IMPROVEMENTS.** Before taking title to or possession of any Lot, the purchaser thereof shall inspect the completed off-site improvements. Except for deficiencies or defects specified by such purchaser to the Developer before ownership is taken, such purchaser hereby releases the Developer from further obligations or responsibility as to the installation, repair, and maintenance of the off-site improvements. If the off-site improvements are not complete at the time ownership is taken, the Developer will, upon completion of the uncompleted off-site improvements, give written notice of completion to the applicable purchaser and, unless such purchaser notifies the Developer of any deficiencies within seven (7) days after the date of receipt of the notice of completion, the off-site improvements shall be deemed acceptable to such purchaser and the Developer will be released from any further obligations or responsibilities as to the installation, repair and maintenance of the previously incomplete off-site improvements.

17 **CONDITION OF ACCEPTANCE.** Upon the transfer of title to a Lot from the Developer to a purchaser, such purchaser shall accept such Lot in its then "AS IS" condition. Consequently, prior to closing the purchase of a Lot, the applicable purchaser shall be solely responsible for resolving any and all questions and concerns relating to, and performing any all inspections relating to, the following matters:

1. Sewer
- 2 Water
3. Secondary Water
- 4 Gas
- 5 Electric
- 6 Telephone
- 7 Land Drains
8. Curb & Gutter
- 9 Sidewalks
- 10 Grading
11. Others as applicable

18. **LANDSCAPING.** Simultaneous with the construction of a dwelling upon a Lot as provided herein, and in any event not later than one (1) year subsequent to occupancy, the owner thereof shall landscape all front and side yards in a manner reasonably acceptable to the Architectural Control Committee. The Architectural Control Committee shall have authority to specify and limit the type and placement of trees and other foliage to preclude and minimize the creation of obstructions to drainage systems. All trees, lawns, shrubs, or other plantings shall be properly nurtured and maintained or replaced at the Lot owner's expense upon request of the Architectural Control Committee.

19 **ARCHITECTURAL CONTROL COMMITTEE** The Architectural Control Committee (the "Architectural Control Committee") shall consist of three (3) members who are originally to be elected by the Developer. Unless and until changed by written notice to the Lot owners from the Developer or the Architectural Control Committee, any communications to the Architectural Control Committee shall be addressed as follows:

Architectural Control Committee  
BRIARWOOD HALLOW  
377 West Primrose Ct  
Farmington, UT. 84025

Upon failure of the Developer to fill any vacancies in the Architectural Control Committee, the remaining members of the Architectural Control Committee may do so by a majority vote of their number. The Developer may, at its sole discretion, remove members from the Architectural Control Committee and fill vacancies. Said rights of appointment and removal shall, however, be subject to the right of the then record owners of a majority of the Lots, except that the Architectural Control Committee shall always have one (1) member selected by the Developer if the Developer desires. A majority of the Architectural Control Committee may designate a representative to act for it. Neither the members of the Architectural Control Committee nor their designated representative shall be entitled to any compensation for services performed under this Declaration. The Architectural Control Committee's approval or disapproval required in this Declaration shall be in writing. In the event that the Committee, or its designated representative falls to approve or disapprove plans and specifications within thirty (30) days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has been commenced before completion, approval shall not be required and related covenants shall be deemed to have been fully complied with. As of the date of this Declaration the Architectural Control Committee shall be composed of Marvin Murri, Tamara Murri, and Melvin Bell.

20 **REPAIR OF BUILDINGS AND IMPROVEMENTS** No building or improvements upon any Lot shall be permitted to fall into disrepair, and each such improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the then owner thereof.

21 **HOMEOWNERS ASSOCIATION** The Developer shall establish a Homeowners Association (the "Homeowners Association") by filing Articles of Incorporation with the state of Utah. The Developer will also provide an initial set of By-Laws for the Homeowners Association, which shall be binding upon all persons who are, from time to time. Lot owners. All persons who are, from time to time, Lot owners. shall be

members of such Homeowners Association. having all rights remedies. duties and responsibilities as are set forth in the By-Laws.

22 TERM OF RESTRICTIONS These restrictions are to run with the land permanently, except that they may be changed, canceled, or added to in whole or in part by a duly recorded instrument signed by the then owners of record of a majority of the Lots.

23 SEVERABILITY Invalidation of anyone of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

THIS DECLARATION is made this 28 day of April, 2005.

BRIARWOOD HOLLOW, LLC

By *Marvin Murri*  
Marvin Murri, President

STATE OF UTAH )

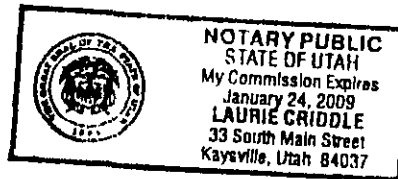
COUNTY OF ~~SALT LAKE~~ )  
DAVIS

On the 3<sup>RD</sup> day of MAY, 2005, personally appeared before me Marvin Murri, President of Briarwood Hollow, LLC, who being by me duly sworn did say that said instrument was signed by him in behalf of said limited liability company by authority of its Operating Agreement, and said limited liability company executed the same.

My commission expires:

1-24-2009

*Laurie Criddle*  
NOTARY PUBLIC  
Residing at KAYSVILLE UTAH



**BYLAWS OF BRIARWOOD HOLLOW HOMEOWNERS  
ASSOCIATION, INC.,  
A UTAH NON-PROFIT CORPORATION**

**ARTICLE I  
NAME AND LOCATION**

The name of the Corporation is BRIARWOOD HOLLOW HOMEOWNERS ASSOCIATION, INC , hereinafter referred to as the "Association " The initial principal office of the Association in the State of Utah shall be located at 377 West Primrose Ct, Farmington, Utah 84025, but meetings of Members and Directors may be held at such places within the State of Utah as may be from time to time designated by the Board of Directors.

**ARTICLE II  
DEFINITIONS**

In addition to other defined terms set forth herein, the following terms shall have the following definitions

2 01 Articles shall mean and refer to the Articles of Incorporation of the Association.

2 02 Member shall mean and refer to every person who holds membership in the Association, all of which persons shall be Owners of Residential Lots.

2 03 Declarant shall mean and refer to Briarwood Hollow, L L C , and to its successors and assigns

2 04 Property shall mean and refer to the real property situated in Davis County, Utah, described in the Map and in the Declaration, together with any real property subsequently added thereto.

2.05 Board shall mean the Board of Directors of the Association.

2 06 Director shall mean any member of the Board

2 07 Map shall mean and refer to the record of survey map relating to the Property and entitled "BRIARWOOD HOLLOW SUBDIVISION," executed and acknowledged by Declarant, prepared and certified to by Ensign Engineering, Inc (a duly registered Utah Professional Engineer and Land Surveyor), and filed for record in the office of the County Recorder of Davis County, Utah, on 8-11, 2005, in Book 4 of Plats, Page 345 as Entry No.        and other amended maps which may be filed from time to time

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2 08 Declaration shall mean and refer to that certain instrument entitled "Declaration Of Protective Covenants, Agreements, Restrictions, And Conditions Affecting The Real Property Known As Briarwood Hollow," executed by the Declarant under date of 8-11, 2005, and filed for record in the office of the County Recorder of Davis County, Utah, as Entry No       , Book       , at Pages        et seq , together with any subsequent amendment of said Declaration and any supplemental Declarations which may be recorded from time to time

2 9 Residential Lot shall mean and refer to any of the separately numbered and individually described areas shown on the Map and to a structure that is designed and intended for use and occupancy as a single-family residence thereon, together with all improvements located thereon which are used in conjunction with such residence

2.10 Limited Maintenance Areas shall mean or refer to those limited areas, designated on the recorded Map, with respect to which the Association will have on-going landscaping and maintenance responsibilities.

Declarant shall be responsible for the initial establishment, landscaping, and construction associated with the Limited Maintenance Areas, which may include, but which shall not necessarily include or be limited to, fencing, sidewalks, one or more walls, sprinkling systems, and plantings.

2 11 Owner shall mean and refer to each person who is an owner of record, in the office of the County Recorder of Davis County, Utah, of a fee interest or an undivided fee interest in any Residential Lot, including contract sellers, but not including purchasers under contract until such contract is fully performed and legal title is conveyed of record. Owners shall also include any owners of Residential Lots that may hereinafter be added by including additional property to the development. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term 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.

### **ARTICLE III MEMBERSHIP AND VOTING RIGHTS**

3.1 Membership. Every Residential Lot Owner shall be a Member of the Association. Membership in the Association shall be mandatory, shall be appurtenant to the Residential Lot in which the Owner holds the applicable interest, and shall not be separated from the Residential Lot to which it appertains. Neither the issuance nor the holding of shares of stock shall be necessary to evidence membership in the Association.

3.2 Membership Voting Rights. The Association shall have the following described two (2) classes of voting

Class A. Class A Members shall be all Owners, but excluding the Declarant, until the Class B membership ceases. Class A Members shall be entitled to one (1) vote for each Residential Lot in which the interest required for membership in the Association is held. In no event, however, shall more than one (1) Class A vote exist with respect to any Residential Lot.

Class B. Declarant shall be the sole Class B Member. The Class B Member shall be entitled to five (5) votes for each Residential Lot which Declarant owns. The Class B membership shall automatically cease and be converted to Class A membership upon the first to occur of the following events:

- (a) When the total number of votes held by all Class A Members equals the total number of votes held by the Class B Member, or
- (b) December 31, 2010.

3 3 Multiple Ownership Interests. In the event there is more than one (1) Owner of a particular Residential Lot, the vote relating to such Residential Lot shall be exercised as such Owners may determine among themselves. A vote cast at any Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the entire vote attributable to the applicable Residential Lot, unless an objection is made at the meeting by another Owner of the same Residential Lot, in which event a majority in interest of the co-Owners as shown on the record of ownership maintained by the Association shall be entitled to cast the vote.

3 4 Membership List. The Association shall maintain up-to-date records showing the name of each person who is a Member, the address of such person, and the Residential Lot to which the membership of such person is appurtenant. In the event of any transfer of a fee or undivided fee interest in a Residential Lot, either the transferor or the transferee shall furnish the Association 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 Davis County, Utah. The Association may for all purposes act and rely upon the information concerning Members and Residential Lot ownership which is thus acquired by it or, at its option, the Association may act and rely on current ownership information respecting any Residential Lot or Lots which is obtained from the office of the County Recorder of Davis County, Utah. Unless the Board of

the Association is otherwise notified by an Owner in writing, the address of a Member shall be deemed to be the address of the Residential Lot in which such Owner holds ownership.

3.5 Annual Meetings Annual meetings of the Members shall be held on the second Wednesday of October of each year commencing in the year 2005, or on such other day as the Directors shall from time to time designate.

3.6 Special Meetings Special meetings of the Members may be called, by or at the request of a majority of the Directors, or upon written request of one-fourth (1/4) of the Members.

3.7 Notice of Meetings Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary of the Association or the person authorized to call such meeting, by mailing a copy of such notice, postage prepaid, at least 10 days, but not more than 90 days, before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting and, in the case of a special meeting, the purpose of the meeting

3.8 Quorum. At the first meeting of Members called in connection with any annual or special meeting and with respect to any matter, the presence of Members, in person or by proxy, entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If a quorum is not present at the first or any subsequent meeting of Members called in connection with the particular annual or special meeting, another meeting may be called, subject to the notice requirements set forth herein, at which a quorum shall be one-half (1/2) of the quorum which was required at the immediately preceding meeting. No such subsequent meeting of Members shall be held more than forty-five (45) days following the immediately preceding meeting

3.9 Proxies At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of such Member's Residential Lot

#### **ARTICLE IV APPOINTMENT OF BOARD OF DIRECTORS BY DECLARANT**

4.1 Until the Class B membership ceases and is automatically converted to Class A membership pursuant to the terms of these Articles and the Declaration, the Declarant, or its successor in interest as Declarant under the Declaration, shall have the right and option to appoint, remove, and replace all of the Directors of the Association. In the event the Declarant fails to exercise this option, or in the event the Declarant, by written notice to the Association, voluntarily turns over to the Members the responsibility for electing the Board before the termination of said Class B membership, the Board shall be elected by the Members of the Association in accordance with the terms of these Bylaws, the Articles, and the Declaration

4.2 Until the Class B membership ceases and is automatically converted to Class A membership pursuant to the terms of these Bylaws, the Articles, and the Declaration, the initial Directors appointed by Declarant need not be composed of Members. After the Class B membership ceases and is automatically converted to Class A membership, the Directors selected by the Association must be Members unless or until there are insufficient Members who desire to serve as Directors, in which case Directors need not be Members of the Association

#### **ARTICLE V BOARD OF DIRECTORS**

5.1 Number, Tenure, and Qualifications At all times during which the Declarant shall be entitled to select Directors, the Board shall consist of three (3) Directors. At such time as the Declarant's right to select Directors shall cease, and at all times thereafter, the Board shall consist of three (3) Directors. At the first



meeting of the Members at which the election of Directors by the Members takes place, the candidate who receives the most votes shall serve as a Director for three (3) years. The candidate who receives the second highest number of votes shall serve as a Director for two (2) years, and the candidate who receives the third highest number of votes shall serve as a Director for one (1) year. At each annual election thereafter, the successors to the Directors whose terms shall expire in that year shall be elected to hold office for the term of three (3) years. Any change in the number of Directors may be made only by amendment to these Articles. Each Director shall hold office until such person's term expires and until such person's successor has been duly elected and qualified.

**5.2 Initial Board of Directors** The persons who are to serve as the initial Board of Directors selected by the Declarant are as follows:

Name  
Address

**5.3 Removal.** At all times subsequent to the Class B membership ceasing and being automatically converted to Class A membership pursuant to the terms of these Bylaws, the Articles, and the Declaration, any Director may be removed from the Board, with or without cause, by a simple majority vote of the Members of the Association at a meeting where a quorum is present. In the event of the death, resignation, or removal of a Director, such Director's successor shall be selected by the remaining Directors and shall serve for the unexpired term of such predecessor.

**5.4 Compensation** No Director shall receive compensation for any service such Director may render to the Association. Directors may, however, be reimbursed for the actual expenses incurred in the performance of such Director's duties.

**5.4 Action Taken Without a Meeting** The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

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

**Section 6.1 Nomination** At all times subsequent to the Class B membership ceasing and being automatically converted to Class A membership pursuant to the terms of these Bylaws, the Articles, and the Declaration, nomination for election to the Board of Directors shall be made from the floor at the annual meeting of the Association. Except as otherwise set forth herein, such nominations must be exclusively made from among the Members.

**Section 6.2 Election.** At all times subsequent to the Class B membership ceasing and being automatically converted to Class A membership pursuant to the terms of these Bylaws, the Articles, and the Declaration, election to the Board of Directors shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise pursuant to the terms of these Bylaws, the Articles, and the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## **ARTICLE VII MEETINGS OF THE DIRECTORS**

**Section 7.1 Regular Meetings.** Regular meetings of the Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Directors. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

**Section 7.2 Special Meetings** Special meetings of the Directors shall be held when called by any two (2) Directors after not less than three (3) days notice to each Director.

**Section 7.3 Quorum** A majority of the number of the Directors shall constitute a quorum for the transaction of business. Every act or design done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Directors.

## **ARTICLE VIII POWERS AND DUTIES OF THE DIRECTORS**

**Section 8.1 Powers.** The Directors shall have power to

- (a) levy assessments against the Members, the proceeds of which shall be used in connection with carrying out the Association's responsibilities to landscape, maintain, and repair the Limited Maintenance Areas, and for such other purposes as the Directors shall from time to time deem to be appropriate;
- (b) establish rules and regulations with respect to the Association and its activities,
- (c) suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and a hearing before the Board of Directors, for a period not to exceed sixty (60) days, for infraction of published rules and regulations,
- (d) exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of these Bylaws, the Articles, or the Declaration including, but not limited to, commencing appropriate legal action against Members who have failed to pay assessments levied against them;
- (e) declare the office of a Director to be vacant in the event such Director shall be absent from three (3) consecutive regular meetings of the Directors; and
- (f) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

**Section 8.2 Duties.** It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members,
- (b) elect and select, as applicable, and supervise, all officers, agents, and employees of the Association, and to see that their duties are properly performed including, but not limited to, all duties relating to the Association's responsibility to landscape, maintain, and repair the Limited Maintenance Areas;
- (c) take the following actions with respect to assessments of the Association
  - (1) create and adopt an annual budget, and thereafter fix the amount of the annual assessment against each Residential Lot at least two (2) months in advance of each annual assessment period;
  - (2) Send written notice of each assessment to every Owner subject thereto at least forty-five (45) days in advance of each annual assessment period, and
  - (3) Foreclose the lien against any Residential Unit for which assessments are not paid within thirty (30) days after such assessments are due or to bring an action at law against the Owner personally obligated to pay the same
  - (4) maintain an account of the Association for use in connection with the general operations of the Association, as well as the Association's obligations relating to the

maintenance, repair, and replacement of the Limited Maintenance Areas. Such account shall require the signature of two (2) members of the Board of Directors. All statements with respect to such account shall be directly forwarded to one (1) or more of the Directors.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment,

(e) procure and maintain adequate liability and hazard insurance on property owned or administered by the Association;

(f) if and to the extent that the Board of Directors deems such action to be appropriate, cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate,

(g) cause the Limited Maintenance Areas to be maintained, repaired, and replaced, as applicable,

(h) maintain current copies of the Declaration, the Articles, these Bylaws, and rules and regulations adopted by the Association; and

(i) maintain the books and financial records of the Association, and cause the financial statements of the Association for the preceding fiscal year to be made available to each Member upon request

**Section 8.3 Availability of Documents.** Copies of the Declaration, the Articles, these Bylaws, and the rules and regulations and other books and records shall be available for inspection by the Members or their representatives upon reasonable request.

## **ARTICLE IX OFFICERS AND THEIR DUTIES**

**Section 9.1 Enumeration of the Offices.** The officers of this Association shall be a President and Vice President, who shall at all times be Members of the Board of Directors, a Secretary, a Treasurer, and such other officers as the Directors may from time to time by resolution appoint.

**Section 9.2 Election of Officers.** The election of officers shall take place at the first meeting of the Directors following each annual meeting of the Members.

**Section 9.3 Term.** The officers of this Association shall be elected annually by the Directors and each shall hold office for one (1) year unless such person shall sooner resign, or shall be removed, or otherwise disqualified to serve.

**Section 9.4 Special Appointments.** The Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Directors may, from time to time, determine.

**Section 9.5 Resignation and Removal.** Any officer may be removed from office with or without cause by the Directors. Any officer may resign at any time by giving written notice to any Director, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 9.6 Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification, or

otherwise, may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer such person replaces.

**Section 9.7 Multiple Offices.** The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the offices, except in the case of special offices created pursuant to Section 9.4 of this Article.

**Section 9.8 Duties** The duties of the officers are as follows

- President:** The President shall preside at all meetings of the Directors and the Members, shall see that orders and resolutions of the Directors are carried out, shall sign all leases, mortgages, deeds and other written instruments, and shall co-sign all checks and promissory notes
- Vice-President** The Vice-President shall preside at all meetings of the Directors, shall see that orders and resolutions of the Directors are carried out, shall sign all leases, mortgages, deeds and other written instruments, and shall co-sign all checks and promissory notes
- Secretary** The Secretary shall record the votes and keep the minutes of all meetings of the Members, keep appropriate current records showing the Members of the Association together with their addresses, and perform such other duties as required by the Directors
- Treasurer** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, disburse such funds as directed by resolution of the Directors, sign all checks and promissory notes of the Association, keep proper books of account, and prepare an annual budget and a statement of income and expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members.

#### **ARTICLE X ARCHITECTURAL CONTROL COMMITTEE: OTHER COMMITTEES**

The Board shall appoint a three (3) member Architectural Control Committee, the function of which shall be to enforce and administer the provisions of the Declaration relating to controlling the design of all structures and other improvements located upon the Residential Lots, as well as the landscaping within the Property. The Architectural Control Committee shall establish written rules, regulations, procedures, and standards which shall both (i) be approved by the Board, in writing, and (ii) not be inconsistent with any of these Bylaws, the Declaration, or the Articles. The Architectural Control Committee need not be composed of Members. Members of the Architectural Control Committee shall hold office at the pleasure of the Board. If such an Architectural Control Committee is not appointed, the Board itself shall perform the duties required of the Architectural Control Committee.

The Board of Directors, may, if it so elects, appoint other committees as deemed appropriate in carrying out its purposes and responsibilities.

#### **ARTICLE XI ASSESSMENTS**

As more fully provided in these Bylaws, each Member is obligated to pay, to the Association, annual and special assessments which are and will be secured by a continuing lien upon the Residential Lot against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within ten (10) days after the due date, the Association may charge interest on such assessment at the rate of eighteen percent (18%) per annum. The Association may also bring an action at

law against the Owner personally obligated to pay the same, or foreclose the lien against the property of such Owner. In connection with any such action, the Association shall be entitled to recover its costs and reasonable attorneys' fees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Limited Maintenance Areas, or abandonment of such Owner's Residential Unit

**ARTICLE XII  
AMENDMENTS**

Section 12.1 At all times until the Class B membership ceases and is automatically converted to Class A membership pursuant to the terms of these Bylaws, the Articles, and the Declaration, the Declarant shall be entitled to amend these Bylaws. At all times subsequent to the Class B membership ceasing and being automatically converted to Class A membership, these Bylaws may be amended, at a regular or special meeting of the Members at which a quorum is present, by the affirmative vote of sixty-seven percent (67%) of the Members entitled to vote at such meeting, in person or by proxy.

Section 12.2 In the case of any conflict between the Articles and these By laws, the Articles shall control, and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control

**ARTICLE XIV  
MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of the December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, the Declarant of BRIARWOOD HOLLOW HOMEOWNERS ASSOCIATION, INC has executed these Bylaws this 28 day of April, 2005.

DECLARANT:

BRIARWOOD HOLLOW, L.L.C.,  
a Utah Limited Liability Company.

by: *Marvin Murri*  
Marvin Murri, Manager

COUNTY OF DAVIS } ss

STATE OF UTAH }

On the 3RD day of MAY 2005, personally  
appeared before me MARVIN MURRI, who duly  
acknowledged that he executed the same.

*Laurie Criddle*  
NOTARY PUBLIC

